

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)

Arthur C. WuAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 17, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: VITABIO, INC.

Internal Address: \_\_\_\_\_

Street Address: 9696 Edgewater Blvd.  
#168City: Foster CityState: CACountry: USA Zip: 94404Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/505,18111/505,071

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address to whom correspondence concerning document should be mailed:

Name: Melinda Glaccum

Internal Address: \_\_\_\_\_

Street Address: 300 Center Avenue  
Suite 202City: Bay CityState: MIZip: 48708Phone Number: (989) 891-0500 ext. 117Fax Number: (989) 893-5752Email Address: mgirardin728@gmail.com6. Total number of applications and patents involved: 27. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers 3244  
Expiration Date 08/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature: \_\_\_\_\_

Signature

Date

3/18/08Melinda Glaccum

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$80.00 11505181

## **AGREEMENT TO ASSIGN PATENTS AND PATENT APPLICATIONS**

**THIS ASSIGNMENT** is made as of September 5, 2007 by and between Arthur C. Wu and Sabrina Chen (collectively, the "Assignors") and Vitabio, Inc., a Nevada corporation (the "Assignee").

### **RECITALS:**

**WHEREAS**, the Assignee is in the process of filing a Form 1-A Regulation A Offering Statement with the Securities and Exchange Commission (the "Offering").

**WHEREAS**, the Assignors are owners of the patents and patent Application listed in Schedule A, and all intellectual property rights therein and thereto (collectively, the "Patents"); and

**WHEREAS**, Mr. Arthur C. Wu is a majority shareholder of the Assignee; and

**WHEREAS**, each of the Assignors desires to assign, and the Assignee desires to acquire, all right, title, and interest in and to the Patents;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration receipt of which each party hereby acknowledges, the parties hereby agree as follows:

1. Each of the Assignors agrees to assign all of their right, title and interest in the Patents, subject to the conditions set forth in Section 3 of this Agreement. Assignor shall reasonably cooperate with Assignee in the filing and prosecution of the patent applications and assignments.
2. Assignors shall promptly deliver to Assignee all documentation pertaining to the Patents, including copies of all correspondence to or from examining authorities regarding such Patents, patents and prior art searches pertaining to such Patents, and all correspondence with any attorney involved in the preparation and/or prosecution of the Patents.
3. Assignors and Assignees understand and agree that the assignment set forth in Section 1 above is conditional on the Offering becoming effective.
4. *Entire Agreement.* This Agreement (including the schedules attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto.

5. *Beneficiaries.* The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
6. *Binding Effect.* This Agreement shall bind and inure to the benefit of the permitted successors and assigns.
7. *No Representations.* The parties hereto agree that except for the Offering, this Agreement is entered into without any of them relying upon any statement or representation not embodied in this Agreement or in the Agreements, made by the other.
8. *Further Assurances.* Each party hereto shall, from time to time, execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to effectuate the intent of this Agreement.
9. *No Waiver.* No waiver, change, modification, amendment, or discharge of any of the provisions of this Agreement shall be valid unless effected by an Agreement in writing signed by all parties hereto. No failure or delay of any party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
10. *Law; Invalidity; Venue and Jurisdiction.* This Agreement and performance thereof shall be construed, regulated and governed by the laws of the State of New York without regard to principles of conflicts of law. If any of the provisions of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and, to this end, the provisions of this Agreement are intended to be, and shall be, severable.
11. *Counterparts; Article Headings.* This Agreement may be executed in any number of counterparts which together shall constitute the agreement of the parties. The article headings and table of contents contained herein are for purposes of identification only and shall not be considered in construing this Agreement.
12. *Estoppel.* On the request of any party hereto, the other parties hereto, shall provide the requesting party with a statement in form reasonably acceptable to the requesting party that this Agreement is in full force and effect (or if not stating the reasons therefore), that the requesting party is or is not in default (as applicable) and detailing the specifics of the default claim, and any other reasonable information requested.

13. *Waiver of Jury Trial.* The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other(s) on any matters whatsoever arising out of or in any way connected with this Agreement.
14. *Drafting Party.* The parties hereby waive the rule of construction as to construing this Agreement against the party who drafted the agreement in question.
15. *Attorneys Fees.* If any procedure to resolve disputes occurs such as a legal procedure or arbitration under this Agreement, the non-prevailing party or parties shall to the extent determined by the court or arbitrator in question, pay to the prevailing party or parties, the reasonable legal fees and expenses of the prevailing party or parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

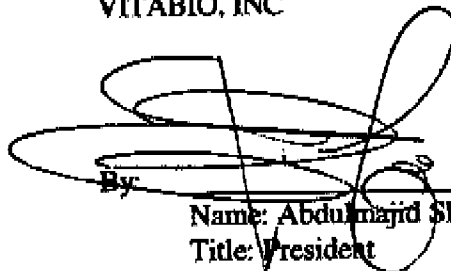
ASSIGNOR:



MR. ARTHUR C. WU

ASSIGNEE:

VITABIO, INC



By: \_\_\_\_\_  
Name: Abdulmajid Sharif  
Title: President

SCHEDULE A  
TO  
ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

*Patent Applications*

<u>Patents</u>	<u>Serial No.</u>	<u>Filing Date</u>
Downwash Process Remediation System	11/505,181	August 17, 2006
Air Pollutants Reductions System	11/505,071	August 17, 2006