

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Joel H. Fuhrman		04/07/2008
Kevin Leville		03/28/2008
RECEIVING PARTY DATA		
Name:	Nutritional Excellence, LLC	
Street Address:	76 Nubel Lane	
City:	New Canaan	
State/Country:	CONNECTICUT	
Postal Code:	06840	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11936018	
CORRESPONDENCE DATA		
Fax Number:	(619)696-7124	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619-696-6700	
Email:	ipdocket@gordonrees.com	
Correspondent Name:	Laurie A. Axford @ Gordon & Rees LLP	
Address Line 1:	101 West Broadway	
Address Line 2:	Suite 1600	
Address Line 4:	San Diego, CALIFORNIA 92101	
ATTORNEY DOCKET NUMBER:	FUHR-1048091	
NAME OF SUBMITTER:	Laurie A. Axford	
<p>Total Attachments: 4</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>		

CH \$40.00 11936018

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**RECORDATION 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)

Joel H. Fuhrman
Kevin Leville

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Execution Date(s) 4/7/2008, 3/28/2008 respectively

- ☒ 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: Nutritional Excellence, LLC

Address: 76 Nubel Lane

New Canaan, CT 06840

Name:

Address:

Additional 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)
11/936,018, filed November 6, 2007

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ NO

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

Name: Laurie A. Axford

Address: Gordon & Rees LLP
101 West Broadway, Suite 1600

City: San Diego

State: California Zip: 92101

Phone Number: 619-696-6700

Fax Number: 619-696-7124

Email Address: ipdocket@gordonrees.com

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 _____

Expiration Date _____

b. Deposit Account Number 50-1990

Authorized User Name Laurie A. Axford

9. Signature: 
Signature

Date 4/8/08

Laurie A. Axford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents 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

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Joel H. FUHRMAN, residing at 4 Walter Foran Boulevard, Suite 409, Flemington, New Jersey 08822 and Kevin LEVILLE residing at 76 Nubel Lane, New Canaan, Connecticut 06840 (hereinafter referred to as the assignors), respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for **METHODS FOR DEVELOPING AND CONDUCTING A NUTRITIONAL TREATMENT PROGRAM**, set forth in an application for Letters Patent of the United States bearing Serial No. 11/936,018 and filed on November 6, 2007; and

WHEREAS, Nutritional Excellence, LLC., a corporation duly organized under and pursuant to the laws of Connecticut and having its principal place of business at 76 Nubel Lane, New Canaan, Connecticut 06840 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

* * * * *

Attorney Docket No.: FUHR-1048091

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee its successors, legal representatives and assigns, but at the cost and expense of said assignee its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee its successors, legal representatives and assigns.

4/7/08
Date

Joel H. Fuhrman
Joel H. FUHRMAN

Date

Kevin LEVILLE

FUHR/1048091/5452990v.1

Received Apr-08-08 11:45am

From-

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AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee its successors, legal representatives and assigns, but at the cost and expense of said assignee its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee its successors, legal representatives and assigns.

Date

Joel H. FUHRMAN

3-28-08

Date


Kevin LEVILLE