

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Charco 1177 Limited	03/14/2009
RECEIVING PARTY DATA	
Name:	Medigreen OOD
Street Address:	11 Arsenalski Boulevard, Floor 6
City:	Sofia
State/Country:	BULGARIA
Postal Code:	1000
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10556481
CORRESPONDENCE DATA	
Fax Number:	(720)904-6118
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-572-6500
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Correspondent Name:	Heath J. Briggs, Greenberg Traurig, LLP
Address Line 1:	1200 17th Street, Suite 2400
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Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	077747-010100
NAME OF SUBMITTER:	Marilyn Morris
Total Attachments: 6 source=Assignment-Charco-Medigreen#page1.tif source=Assignment-Charco-Medigreen#page2.tif source=Assignment-Charco-Medigreen#page3.tif	

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THIS DEED is made on the 14 day of March 2009

BETWEEN:

- (1) **CHARCO 1177 LIMITED**, company registration number 06507903 and whose registered office is at Unit 9, Londonderry Farm, Keynsham Road, Willsbridge, Bristol, Avon BS30 6EL ("Assignor"), and
- (2) **Medigreen OOD**; (Medigreen Ltd) United ID Code (pursuant to the Bulgarian Trade Register Law) 200606719, registered in Bulgaria in accordance with the Bulgarian legislation and whose registered office is at 11 Arsenalnku Blvd, floor 6, 1000 Sofia, Bulgaria ("Assignee")

Assignor and Assignee hereinafter each referred to as "Party" or jointly as "Parties"

IN CONSIDERATION OF 5 GBP (Five Great Britain Pounds) IT IS AGREED as follows

1 DEFINITIONS

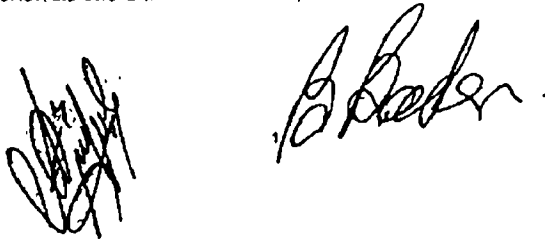
- 1.1 In this Deed (including in the Recitals), except where the context requires otherwise the following words and expressions shall have the following meanings

"Intellectual Property Rights" means all intellectual property rights including, without limitation, inventions (and the right to apply for patent rights in relation to them), Patent Rights, Trade Marks, database rights, copyright and rights in designs (whether registered or unregistered), and all Know-How, trade secrets, confidential information and other proprietary knowledge and information, and all similar or analogous rights as may exist from time to time throughout the world in each case for their full term together with any extensions or renewals thereof subsisting prior to, at or after the date hereof (including all goodwill associated with, and any applications for, and the right to make applications for, any of the foregoing),

"Know-How" means all know-how including, but not limited to, all knowledge, experience, creations, concepts, developments, methods, tools, documentation, templates, processes, techniques, data, processes, programs, reports, trade secrets, confidential information and other proprietary knowledge and information, materials, designs, drawings, specifications, plans and other documents of any kind and source and object code.

"Patent Rights" means those patents and applications set out at Paragraph 1 of Schedule 1 and any and all granted and/or issued patents, utility patents, utility models, petty patents, reissues, re-examinations, provisional applications, divisionals, continuations and continuations in part and any applications for (whether in draft or filed) any of the foregoing and the right to apply for any such rights and all rights and/or applications from which any of the foregoing take priority or that take priority from common priority applications anywhere in the world and in each case for their full term and any renewals and extensions thereto,

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"Trade Marks" means those applications for registration, registered and unregistered trade mark and domain names as set out at Paragraph 2 of Schedule 1 and any and all registered trade marks and any applications for registered trade marks, trade names, business names, service marks, domain names and any other mark or name and the right to apply for a registered trade mark for any of the foregoing, anywhere in the world and in each case with all goodwill associated with any of the foregoing and for their full term and any renewals and extensions thereto

2 ASSIGNMENT

2 1 The Assignor hereby irrevocably assigns to the Assignee by way of present assignment all legal and beneficial rights, title and interest in the Intellectual Property Rights owned by the Assignor (the "Assignor Intellectual Property Rights"), in each case together with

2 1 1 the full and exclusive benefit of each of the Assignor Intellectual Property Rights and all rights, privileges and advantages associated with each of them throughout the world,

2 1 2 all accrued rights of action in respect of any infringement of any Assignor Intellectual Property Rights including the right to recover and retain any damages obtained as a result of such action and to hold unto Assignee and its successors in title and assigns absolutely,

2 1 3 the right to sue for and obtain injunctive relief, damages and other relief in respect of any infringement and/or misuse of Assignor Intellectual Property Rights;

2 1 4 the exclusive right to apply for and obtain patent or other similar protection or registration and the right to file divisional applications, continued prosecution applications, continuation applications, continuations in part applications and the right to any patents granted from such applications in any territory or group of territories in respect of any Assignor Intellectual Property Rights,

2 1 5 the exclusive right to claim priority under the Paris Convention (as amended) and under any other relevant International Convention, Treaty and/or other arrangement or method for each country or territory constituted by the relevant Convention, Treaty and/or other arrangement or method in which application may be made, from any Patent Rights which form part of the Assignor Intellectual Property Rights,

2.1.6 the benefit of all existing priority dates in relation to any Patent Rights which form part of the Assignor Intellectual Property Rights,

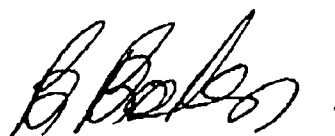
2 1 7 the exclusive right to claim priority and seniority from the Trade Marks and any of them which form part of the Assignor Intellectual Property Rights, and

2 1 8 any and all other rights in and to the Assignor Intellectual Property Rights

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2 2 Insofar as permitted by law, the Assignor hereby irrevocably and unconditionally waives in favour of the Assignee, its licensees, assigns and successors in title all moral rights (including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988 or equivalent legislation or rule) to which the Assignor is now or may be entitled in any of the Assignor Intellectual Property Rights

3 MISCELLANEOUS

3 1 The Assignor undertakes and covenants with the Assignee that it will, at the Assignee's reasonable request execute all documents as may be required by the Assignee to enable the Assignee to obtain the full benefit of this Deed and of the proprietorship of the assets and rights assigned and intended to be assigned hereunder

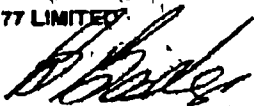
3 2 The validity, construction and performance of this Deed shall be governed by and construed in accordance with the laws of England and Wales Each Party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Deed or its enforceability

3 3 This Deed and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement

3 4 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument

THIS DEED has been executed and delivered by or on behalf of the Parties on the date at the top of page 1

EXECUTED as a DEED by)
CHARCO 1177 LIMITED)
acting by)



Director



Director/Secretary

EXECUTED as a DEED by)
MEDIGREEN OOD)
acting by)



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Manager

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SCHEDULE 1

1 PATENT RIGHTS

Jurisdiction	Title	Application No	Publication No	Filing Date
Australia	Anti-Viral and Anti-Bacterial Cleaning Composition	2004238072	AU3252961AA	17/05/2004
Canada	Anti-Viral and Anti-Bacterial Cleaning Composition	2525705	CA2525705AA	17/05/2004
China	Anti-Viral and Anti-Bacterial Cleaning Composition	20040016660	CN1806037A	17/05/2004
Europe	Anti-Viral and Anti-Bacterial Cleaning Composition	04733374 5	EP1627033	17/05/2004
India	Anti-Viral and Anti-Bacterial Cleaning Composition	5664/DELNP/2005	WO04101726	17/05/2004
Japan	Anti-Viral and Anti-Bacterial Cleaning Composition	2006-530514	2007-513208	17/05/2004
New Zealand	Anti-Viral and Anti-Bacterial Cleaning Composition	544164	WO04101726	17/05/2004
United Kingdom	Anti-Viral and Anti-Bacterial Cleaning Composition	GB0410969 0	GB2401611	17/05/2004
United States	Anti-Viral and Anti-Bacterial Cleaning Composition	10/556481	US20060286135	17/05/2004
WO (PCT)	Anti-Viral and Anti-Bacterial Cleaning Composition	PCT/GB2004/002148	WO04101726	17/05/2004
Australia	Skin Cleaning Composition	2005244388	AU5244388	17/05/2005
Canada	Skin Cleaning Composition	2567212	CA2567212	17/05/2005
Europe	Skin Cleaning Composition	05744724 5	EP1788872	17/05/2005

United Kingdom	Skin Cleaning Composition	410988 2	G60410988	17/05/2004
United States	Skin Cleaning Composition	11/568287		17/05/2005
WO (PCT)	Skin Cleaning Composition	PCT/GB2005/001909	WO05110357	17/05/2005
United States	Anti-Viral Application	11/054474	US20080058213	09/02/2005

2 TRADE MARKS

2 1 REGISTERED TRADE MARKS (AND APPLICATIONS FOR THE SAME)

Jurisdiction	Mark	Registration Number	Date of Filing
United Kingdom	D STROY	2330707	26/04/2003
United Kingdom	ACTIV8	2398245	01/08/2005
United Kingdom	GREENBRIDGE	2401047	07/09/2005
United Kingdom	CLEAR ROUND	2483818	02/04/2008
United States	GREENBRIDGE	3275483	17/10/2005

2 2 DOMAIN NAMES

www.greenbridge.co.uk