

08-16-2010



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Documents or the new address(es) below.

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

Fama Holdings International, Corp.

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

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

Execution Date(s) 5/11/2010

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Corrective Action on Assignment of Name of Assignee
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: Med-Rite Laboratories, LLC

Internal Address:

Street Address: 80 SW 8 Street, Suite 2310

City: Miami

State: Florida

Country: USA

Zip: 33130

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

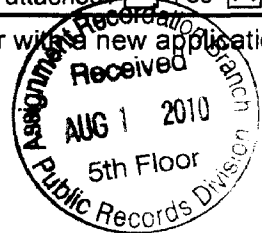
A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

D520137
REEL/FRAAME: 024369/0182

Additional numbers attached? Yes No



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

Name: Lisa Capote

Internal Address:

Street Address: 80 SW 8 Street, Suite 2310

City: Miami

State: FL Zip: 33130

Phone Number: (305) 968-1992

Fax Number: (888) 925-6767

Email Address: LCAPOTE@CAPOTE-LAW.COM

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- Authorized to be charged to deposit account *Refund \$50.00 EN*
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

Signature

Date

Lisa Capote
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

TO: LISA CAPOTE COMPANY: 80 SW 8 STREET, SUITE 2310

06-08-2010



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Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>FAMA Holdings International, Corp.</td> <td>05/11/2010</td> </tr> </tbody> </table>		Name	Execution Date	FAMA Holdings International, Corp.	05/11/2010						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Med-Rite Laboratories, Inc. LLC RC</td> </tr> <tr> <td>Street Address:</td> <td>80 SW 8 Street, Suite 2310</td> </tr> <tr> <td>City:</td> <td>Miami</td> </tr> <tr> <td>State/Country:</td> <td>FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td>33130</td> </tr> </table>		Name:	Med-Rite Laboratories, Inc. LLC RC	Street Address:	80 SW 8 Street, Suite 2310	City:	Miami	State/Country:	FLORIDA	Postal Code:	33130
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Patent Number:	D520137										
CORRESPONDENCE DATA											
Fax Number:	(888)925-6767										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Email:	lcapote@capote-law.com										
Correspondent Name:	Lisa Capote										
Address Line 1:	80 SW 8 Street, Suite 2310										
Address Line 4:	Miami, FLORIDA 33130										
NAME OF SUBMITTER:	Lisa Capote, Attorney Florida bar member										
Total Attachments: 5 source=Patent Assignment.051110#page1.tif source=Patent Assignment.051110#page2.tif source=Patent Assignment.051110#page3.tif source=Patent Assignment.051110#page4.tif source=Patent Assignment.051110#page5.tif											

OP \$40.00 D520137

PATENT ASSIGNMENT AGREEMENT BY AND BETWEEN FAMA HOLDINGS INTERNATIONAL CORP., AND MED-RITE LABORATORIES, LLC

This **PATENT ASSIGNMENT AGREEMENT**, dated as of May 11, 2010, is entered into by and between Fama Holdings International Corp., a Florida corporation ("**Assignor**"), and Med-Rite Laboratories, LLC, a Florida limited liability company ("**Assignee**"). Assignor on the one hand, and Assignee on the other hand, are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**" to this Agreement.

WHEREAS, Assignor has the right to assign the "Assigned Patent" as defined below and Assignee desires to acquire an ownership interest in the Assigned Patent;

WHEREAS, the parties agree to the assignment of patent rights;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Assignor and Assignee agree as follows:

I. Definitions

1.1 **Definitions.** The capitalized terms used in this Agreement have the respective meanings set forth on Schedule 1.1 or as defined herein. All other capitalized terms used and not otherwise defined in this Agreement have the respective meanings set forth in the Acquisition Agreement.

1.1.1 "**Assigned Patent**" shall mean Patent No. US D520,13 S, Design Patent for Hemorrite.

1.1.2 "**Intellectual Property Rights**" means all rights, title and interest in and to any Intellectual Property.

1.1.3 "**Third Party**" means a Person other than a Party or any director, officer or employee of a Party or an Affiliate of a Party or their successors and assigns hereunder.

II. Assignment

2.1 Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest to any and all patent ownership interest Assignor may have throughout the world in and to the Assigned Patent as of the Closing Date.

2.2 Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Closing Date and associated with the perfection of rights, title, and interest in and to the Assigned.

2.3 Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Closing Date and associated with the continuous prosecution and

the maintenance and enforcement of the Assigned Patent, and Assignor shall have no obligation to pay any maintenance fees which become due for the Assigned Patent after Closing.

2.4 No license, immunity, ownership interest, or other right is granted under this Agreement, now or hereafter, either directly or by implication, estoppel, or otherwise, except with respect to the Assigned Patent as expressly set forth herein.

2.5 In the event that the validity of the Assigned Patent and/or any patent granted pursuant to the Application is challenged on any point upon which the Assignor has or can procure information or advice which may assist in meeting and defeating or reducing the effect of such challenge, the Assignor agrees and/or undertakes to supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred in pursuance of this provision.

III. Payment and Communication

3.1 The consideration for the assignments and other rights granted to Assignee under this Agreement consists of the substantial benefits derived by Assignor and Seller and Assignee and Purchaser from the Purchaser's purchase of the Assets from the Seller, there being no further consideration or royalty payable in respect thereof.

IV. Enforcement

4.1 Assignor agrees to promptly notify Assignee in writing of any infringement or misappropriation or claim of infringement of third party rights in respect of any of the Assigned Patent to which Assignor or any Seller Licensee becomes aware and will provide Assignee with any and all evidence in its possession, if any, of such infringement or misappropriation.

4.2 Assignee agrees to promptly notify Assignor in writing of any infringement or misappropriation or claim of infringement of third party rights in respect of any of the Assigned Patent to which Assignee becomes aware and will provide Assignor with any and all evidence in its possession, if any, of such infringement or misappropriation.

4.3 In the event of any infringement or misappropriation or claim of infringement of third party rights in the Assigned Patent, Assignee will have the right to determine an appropriate course of action to enforce or defend such Assigned Patent or otherwise abate the infringement or misappropriation thereof, to take (or refrain from taking) appropriate action to enforce or defend such Assigned Patent, and, in the event that Assignee elects to take action, to control any litigation or other enforcement action, to enter into or permit the settlement of any such litigation or any other enforcement action with respect to such Assigned Patent, and to recover and retain any monetary damages, settlement, royalties or other recovery arising from such litigation or other enforcement action. Assignor will use reasonable efforts to cooperate with Assignee at Assignee's expense, in any litigation or enforcement action under this Section 4.3 and Assignor

will join as a party to any such litigation or other enforcement action as required by Law at Assignee's expense. Assignee shall indemnify and hold harmless Assignor against any and all Losses arising out of or in relation to (i) any such cooperation given by Assignor to Assignee and (ii) Assignor joining as a party to such litigation or other enforcement action, which Losses may include, without limitation, payment by Assignor of any Third Party legal costs as a result of Assignor joining as a party to such litigation or enforcement action.

V. Breach of Contract

5.1 If either Party shall breach its obligations in relation to the license granted under this Agreement, such breaching party shall be responsible to the other Party for all direct losses or damages caused by such breach, including without limitation lost profits suffered by the non-breaching party. The Parties expressly agree that, in the event a Party violates, defaults or fails to perform any of its respective covenants, obligations, agreements, representations or warranties contained herein, in addition to Assignee's right to terminate under Section 6, full legal remedy shall remain available to the non-defaulting party in such violation, default or failure, including the right to recover monetary damages or to secure such other relief appropriate to the circumstances, provided that no immaterial violation, default or failure to perform shall result in relief that unreasonably disrupts the operation of the Licensed Business.

VI. No Representation and Warranties

6.1 In relation to the license granted under this Agreement, Assignee makes no representation or warranty regarding the validity or enforceability of the Assigned Patent. Assignee makes no other representations, warranties, or covenants, express or implied, nor shall Assignee have any liability, in respect of any infringement of patents or other rights of Third Party with respect to the license granted under this Agreement.

6.2

VII. Miscellaneous

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.2 Exclusive Venue. If any action or proceeding shall be brought by any of the parties hereto, in order to enforce any right or remedy under this Agreement (a "Proceeding"), each of the parties hereto hereby submits to the exclusive jurisdiction of the State of Florida courts sitting in Miami-Dade County solely for the purpose of such action or Proceeding. Each party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such Proceeding brought in such a court, any claim that any such Proceeding brought in any such court has been brought in an inconvenient forum and any right to which it may be entitled on account of place of residence or domicile.

7.3 Attorneys' Fees. In any litigation arising under this Agreement, the prevailing party shall be entitled to recover from the non prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party.

7.4 Remedies. The parties hereto acknowledge and agree that in the event of any breach of this Agreement, the parties would be irreparably harmed and could not be made whole by monetary damages. Each party hereto accordingly agrees: (i) not to assert by way of defense or otherwise that a remedy at law would be adequate, and (ii) that the parties agree, in addition to any other remedy to which they may be entitled, that the equitable remedies of specific performance of this Agreement and injunction are appropriate in any action in court.

7.5 Binding Effect. This Agreement shall be binding upon República and the Client and each of their permitted successors and assigns.

7.6 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.7 Entire Agreement; Assignment. This Agreement, including Part I, above: (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof, (b) is not intended to confer upon any other person any rights or remedies hereunder, and (c) shall not be assigned by Client without the consent of Consultant.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

7.9 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

7.10 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third party beneficiaries.

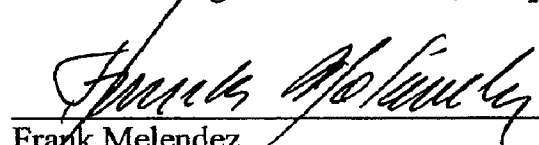
7.11 Amendments and Waivers. Any provision of this Agreement may be amended or waived, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom waiver is to be effective. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Such waiver shall not operate as a waiver of, or estoppels with respect to, any subsequent or other failure.

7.12 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

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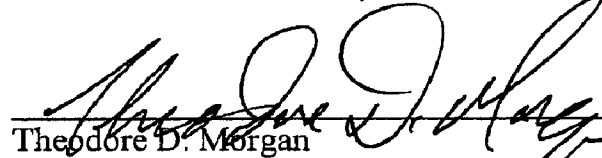
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

ASSIGNOR
Fama Holdings International, Corp.



Frank Melendez
President

ASSIGNEE
Med-Rite Laboratories, LLC



Theodore D. Morgan
President