231866

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PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bio-Nutra Technologies, LLC	01/14/2011

RECEIVING PARTY DATA

Name:	BDM Biotechnologies, LLC	
Street Address:	5342 Clark Road, PBM #186	
City:	Sarasota	
State/Country:	FLORIDA	
Postal Code:	34233-3227	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6231866
Patent Number:	6440467

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	490092.7
NAME OF SUBMITTER:	Donald S. Showalter

Total Attachments: 5

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ASSIGNMENT OF PATENTS AND INVENTIONS

WHEREAS, Bio-Nutra Technologies, LLC, a Delaware limited liability company, having a principal place of business at 1435 East Venice Avenue #257, Venice, Florida 34292 (hereinafter "Assignor") is the owner of record of: the U.S. Patents listed on attached Schedule A (collectively, the "Patents") and all inventions disclosed in and/or claimed in said Patents (collectively, the "Inventions"); and

WHEREAS BDM Biotechnologies, LLC, a Florida limited liability company having its principal place of business at 5342 Clark Road, PBM #186, Sarasota, Florida 34233-3227 ("Assignee") is desirous of acquiring all worldwide right, title and interest in, to and under said Patents and Inventions;

NOW, THEREFORE, in consideration of the sum of ten U.S. Dollars (\$10.00 U.S.) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby acknowledged, Assignor, intending to be legally bound and acting on behalf of itself, its successors and assigns, covenants to, and does hereby, irrevocably and unconditionally sell, assign, transfer and convey unto Assignee, its successors and assigns, all worldwide right, title and interest in, to and under: (i) the Patents, and (ii) the Inventions, and (iii) any and all other patents which have issued and/or which may issue at any time on any patent application(s) claiming any right of priority to any of the Patents and/or to any of the patent applications which matured into the Patents, and (iv) any and all divisionals, continuations, continuations-in-part, re-examinations, re-issues and extensions of the Patents which may be pending or filed at any future time, and (v) any and all improvements to the Inventions, and (vi) any and all international, foreign, and/or regional counterparts or legal equivalents of the Patents and/or of any or all of the aforementioned divisionals, continuations, continuations-in-part, re-examinations, re-issues and extensions, which may be pending anywhere in the world or filed at any future time anywhere in the world, including without limitation the right to claim priority under, and all other rights under, the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the International Patent Cooperative Union, the European Patent Convention, the Common Market Convention, and any other convention, union, or treaty for each country which is, or which may later become a

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member of, signatory of, and/or adherent to said convention, union or treaty and (vii) any and all other rights, domestic and/or foreign, resulting from the filing and/or publication of the Patents, the Patent Applications, and/or the filing and/or publication of any or all of the aforementioned divisionals, continuations, continuations-in-part, re-examinations, re-issues, counterparts and legal equivalents, including without limitation any and all provisional rights under 35 U.S.C. §154(d), and (viii) the sole and exclusive right to receive, collect and retain for the sole account of Assignee, its successors and assigns, without accounting to Assignor, its successors and/or assigns, any and all royalties, license fees, payments and/or other remuneration due, owing or which may accrue or become due and owing by any third party, at any time on or after the Effective Date of this instrument, based on or arising out of any right or license under, the Patents and/or Patent Applications and/or Inventions, and (ix) the sole and exclusive right to sue for, recover, and collect and retain for the sole account of Assignee, its successors and assigns, without accounting to Assignor, its, successors and/or assigns, any and all damages, increased damages, lost profits, reasonable attorney's fees, costs, royalties under 35 U.S.C. \$154(d), and/or any and all other legal and/or equitable remedies based on or arising out of any infringements(s) and/or past infringement(s) of any or all of the Patents or any patent which may issue at any time on any or all of the aforementioned divisionals, continuations, continuations-inpart, re-examinations, re-issues, extensions, foreign counterparts and/or legal equivalents, and (x) any and all other rights and/or interests of any kind whatsoever in, to and/or under the Patents, the Inventions, any and all improvements of the Inventions and/or any and all patents issued or which may issue at any time on any or all of the aforementioned divisionals, continuations, continuations-in-part, re-examinations, re-issues, extensions, foreign counterparts and/or legal equivalents, irrespective of whether such rights and/or interests are of a legal, equitable and/or beneficial nature and irrespective of whether such rights and/or interests are vested, inchoate, present interests, or future interests;

the foregoing all to be owned and held for the sole and exclusive use and enjoyment of Assignee, its successors and assigns, to the end of the term of the last to expire or be adjudicated invalid by a court of competent jurisdiction beyond possibility of further appeal of the Patents and any patents issuing on the any of the above-referenced divisionals, continuations, continuations-in-part, re-examinations, re-issues, extensions, foreign counterparts and/or legal equivalents, as fully and entirely as the same would have been held and enjoyed by Assignor, its

successors and assigns, if the sale, assignment, transfer and conveyance effected under this instrument had not been made.

Assignor does hereby authorize and request the Director of the U.S. Patent and Trademark Office, and any other official whose duties include the issuance of patents, to issue any patents that may issue on any of the above-referenced divisionals, continuations, continuations-in-part, re-examinations, re-issues, extensions, foreign counterparts and/or legal equivalents, in the name of Assignee.

Schedule A attached hereto is expressly incorporated herein by reference in its entirety to form part of this instrument.

IN WITNESS WHEREOF, Assignor, acting by and through its undersigned duly authorized representative, and intending Assignor, its successors and assigns to be legally bound by this instrument, has caused this instrument to be executed on this 14 day of January Bio-Nutra Technologies, LLC bepresentative. STATE OF New York

COUNTY OF ENE The foregoing instrument was acknowledged before me this 14 day of January 2010.101 by Technologies, LLC. He/She is personally known to me or has produced Onver wanze as identification.

By:

My Commissioner Ex

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SCHEDULE A

Patents:

U.S. Patent No.:

6,231,866

Patent App. No.:

09/303,808

Filed:

April 30, 1999

Issued:

May 15, 2001

Entitled:

INFUSED VEGETABLE, FRUIT, HERB, AND/OR SEED FIBER

PRODUCT AND DIETARY SUPPLEMENTS CONTAINING SAME

U.S. Patent No.:

6,440,467

Patent App. No.:

09/789,797

Filed:

February 20, 2001

Issued:

August 27, 2002

Entitled:

INFUSED VEGETABLE, FRUIT, HERB, AND/OR SEED FIBER

PRODUCT AND DIETARY SUPPLEMENTS CONTAINING SAME

U.S. Patent No.:

6,783,781

Patent App. No.:

09/996,051

Filed:

November 28, 2001

Issued:

August 31, 2004

Entitled:

METHOD OF STABILIZING FRUIT-CONCENTRATE POWDERS

Patent Applications:

U.S. Patent App. No.:

10/127,214

Filed:

April 22, 2002

Patent Pub. No.:

US/2002/0168429

Published:

November 14, 2002

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

Australian Patent App. No.: 2003228660

Published by OPI:

December 11, 2003

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

Canadian Patent App. No.:

2481660

Published:

October 30, 2003

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

European Patent App. No.:

EP1496922

Published:

January 19, 2005

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

Mexican Patent App. No.:

PA04010395

Published:

February 17, 2005

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

International Patent App No: PCT/US01/0125275

Filed:

April 22, 2003

WIPO Publication No.:

WO/2003/088989

WIPO Publication Date:

October 30, 2003

Entitled:

NUTRITIONAL SUPPLEMENT AND METHOD OF DELIVERY

829532 v1

RECORDED: 01/27/2011

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