

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Nichole M. Mann</td> <td>11/19/2010</td> </tr> <tr> <td>Ryan D. Mann</td> <td>11/20/2010</td> </tr> <tr> <td>Ryan D. Mann (Personal Representative of the Estate of Douglas G. Mann)</td> <td>11/20/2010</td> </tr> </tbody> </table>		Name	Execution Date	Nichole M. Mann	11/19/2010	Ryan D. Mann	11/20/2010	Ryan D. Mann (Personal Representative of the Estate of Douglas G. Mann)	11/20/2010		
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<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>BDM Biotechnologies, LLC</td> </tr> <tr> <td><b>Street Address:</b></td> <td>5342 Clark Road, PBM #186</td> </tr> <tr> <td><b>City:</b></td> <td>Sarasota</td> </tr> <tr> <td><b>State/Country:</b></td> <td>FLORIDA</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>34233-3227</td> </tr> </table>		<b>Name:</b>	BDM Biotechnologies, LLC	<b>Street Address:</b>	5342 Clark Road, PBM #186	<b>City:</b>	Sarasota	<b>State/Country:</b>	FLORIDA	<b>Postal Code:</b>	34233-3227
<b>Name:</b>	BDM Biotechnologies, LLC										
<b>Street Address:</b>	5342 Clark Road, PBM #186										
<b>City:</b>	Sarasota										
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<b>PROPERTY NUMBERS Total: 2</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6231866</td> </tr> <tr> <td>Patent Number:</td> <td>6440467</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6231866	Patent Number:	6440467				
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Patent Number:	6231866										
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<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (954)761-8112</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (954) 761-7473</p> <p>Email: dshowalter@gray-robinson.com</p> <p>Correspondent Name: Donald S. Showalter</p> <p>Address Line 1: 401 East Las Olas Boulevard</p> <p>Address Line 2: Suite 1850</p> <p>Address Line 4: Fort Lauderdale, FLORIDA 33301</p>											
<b>ATTORNEY DOCKET NUMBER:</b>	490092.7										
<b>NAME OF SUBMITTER:</b>	Donald S. Showalter										

CH \$80.00 6231866

501418894

**PATENT**  
**REEL: 025706 FRAME: 0045**

**Total Attachments: 12**

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source=BDM - Pat Assignment from Nichole and Ryan to BDM#page12.tif

## ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND INVENTIONS

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WHEREAS, Douglas G. Mann, deceased, a citizen of the United States and the State of Florida who at the time of his death resided at 570 Sawgrass Bridge Blvd., Venice, Florida 34292-1435 ("Decedent") died in the State of Florida on or about June 7, 2009 and was the sole inventor named on each of the patents and patent applications listed in attached Schedule A (the "Patents", and, "Patent Applications", respectively);

WHEREAS, at the time of his death, Decedent was unmarried and the sole heirs of Decedent are his daughter, the undersigned Nichole Marcia Mann, an individual citizen of the United States and the Commonwealth of Massachusetts, currently residing at 40 Bencliff Circle, Auburndale, Massachusetts, 02466 and his son, the undersigned Ryan Douglas Mann, an individual citizen of the United States and the State of New York, currently residing at 712 Ashland Ave. Apartment 3, Buffalo, N.Y. 14232;

WHEREAS the undersigned Ryan Douglas Mann has been duly appointed to serve as the personal representative of the Estate of Douglas G. Mann, and having accepted such appointment, Ryan Douglas Mann is duly authorized to act on behalf of the Estate of Douglas G. Mann in all matters and is possessed of full legal capacity and holds any and all powers, authorizations and/or approvals necessary to execute and deliver this instrument on behalf of the Estate of Douglas G. Mann; 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 Patent Applications and any and all inventions disclosed in and/or claimed in said Patents and Patent Applications (collectively, the "Inventions"), including without limitation any and all such right title and interest therein and thereto as may be owned or held, by the Estate of Douglas G. Mann and/or by Nichole Marcia Mann and/or by Ryan Douglas Mann (the foregoing individually and collectively, the "Assignors", each being an "Assignor")

NOW, THEREFORE, in consideration of the sum of ten U.S. Dollars (\$10.00 U.S.) in hand paid to each of the Assignors, and other good and valuable consideration, the

receipt, sufficiency and reasonably equivalent value of which are hereby acknowledged by each of the Assignors:

Assignor Nichole Marcia Mann, acting on behalf of herself, her heirs, executors, personal representatives, successors and assigns, covenants to, and does hereby, irrevocably and unconditionally sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all such right, title and interest as Assignor Nichole Marcia Mann may own and/or hold as of the Effective Date of this instrument, or may come to own or hold at any future time, anywhere and/or everywhere in and/or throughout the entire world, in, to and under: (i) the Patents, and (ii) the Patent Applications, and (iii) the Inventions and (iv) any and all patents which have issued and/or which may issue at any time on the Patent Applications and/or on any other application(s) claiming any right of priority to the Patents and/or the Patent Applications, including without limitation any and all divisionals, continuations, continuations-in-part, re-examinations, re-issues and extensions of the Patents and/or the Patent Applications 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 the Patent Applications 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 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, extensions, 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 Nichole Marcia Mann, her heirs, executors, personal representatives, 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 Nichole Marcia Mann, her heirs, executors, personal representatives, 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 the Patent Applications and/or on any or all of the aforementioned divisionals, continuations, continuations-in-part, 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 Patent Applications, 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 Patent Applications and/or on 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 Nichole Marcia Mann, her heirs, executors, personal representatives, successors and assigns, if the sale, assignment, transfer and conveyance effected under this instrument had not been made.

Assignor Ryan Douglas Mann, acting on behalf of himself individually, his heirs, executors, personal representatives, successors and assigns, covenants to, and does hereby, irrevocably and unconditionally sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all such right, title and interest as Assignor Ryan Douglas Mann may own and/or hold as of the Effective Date of this instrument, or may come to own or hold at any future

time, anywhere and/or everywhere in and/or throughout the entire world, in, to and under: (i) the Patents, and (ii) the Patent Applications, and (iii) the Inventions, and (iv) any and all patents which have issued and/or which may issue at any time on the Patent Applications and/or on any other application(s) claiming any right of priority to the Patents and/or the Patent Applications, including without limitation any and all divisionals, continuations, continuations-in-part, re-examinations, re-issues and extensions of the Patents and/or the Patent Applications 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 the Patent Applications 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 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, extensions, 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 Ryan Douglas Mann, his heirs, executors, personal representatives, 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 Ryan Douglas Mann, his heirs, executors, personal representatives, 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 the Patent Applications and/or on any or all of the aforementioned divisionals, continuations, continuations-in-part, 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 Patent Applications, 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 Patent Applications and/or on 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 Ryan Douglas Mann, his heirs, executors, personal representatives, successors and assigns, if the sale, assignment, transfer and conveyance effected under this instrument had not been made.

Assignor the Estate of Douglas G. Mann, acting by and through its undersigned personal representative Ryan Douglas Mann and on behalf of the Estate of Douglas G. Mann, its successors and assigns, covenants to, and does hereby, irrevocably and unconditionally sell, assign, transfer and convey unto Assignee, its successors and assigns, any and all such right, title and interest as Assignor the Estate of Douglas G. Mann may own and/or hold as of the Effective Date of this instrument, or may come to own or hold at any future time, anywhere and/or everywhere in and/or throughout the entire world, in, to and under: (i) the Patents, and (ii) the Patent Applications, and (iii) the Inventions, and (iv) any and all patents which have issued and/or which may issue at any time on the Patent Applications and/or on any other application(s) claiming any right of priority to the Patents and/or the Patent Applications, including without limitation any and all divisionals, continuations, continuations-in-part, re-examinations, re-issues and extensions of the Patents and/or the Patent Applications 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 the Patent Applications 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 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, extensions, 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 the Estate of Douglas G. Mann, is 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 the Estate of Douglas G. Mann, 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 the Patent Applications and/or on any or all of the aforementioned divisionals, continuations, continuations-in-part, 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 Patent Applications, 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;

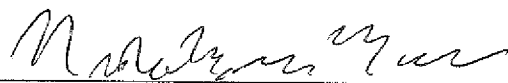
the foregoing all to be owned and held for the sole and exclusive use and enjoyment of Assignee, its successors and assigns, to the end of the term of the last to expire or be adjudicated invalid by a court of competent jurisdiction beyond possibility of further appeal of the Patents and any patents issuing on the Patent Applications and/or on 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 the Estate of Douglas G. Mann, its, successors and assigns, if the sale, assignment, transfer and conveyance effected under this instrument had not been made.

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

This instrument and the assignment effected hereunder are made and effective as of the 19<sup>th</sup> day of November, 2010 ("Effective Date").

IN WITNESS WHEREOF, Assignors, on behalf of themselves and their respective heirs, executors, personal representatives, successors and assigns, have caused this instrument to be executed by affixing their signatures below.

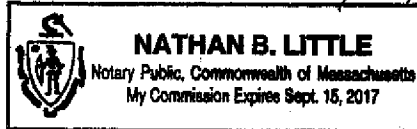
Nichole Marcia Mann

Signature:   
Nichole Marcia Mann

STATE OF Massachusetts )  
COUNTY OF Suffolk ) SS:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2010, by Nichole Marcia Mann. She is personally known to me or has produced her Massachusetts DL as identification.

By: [Signature]  
Notary Public, State of Massachusetts  
My Commissioner Expires: 9/15/17



Ryan Douglas Mann

Signature: \_\_\_\_\_  
Ryan Douglas Mann, individually

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Ryan Douglas Mann. He is personally known to me or has produced his \_\_\_\_\_ as identification.

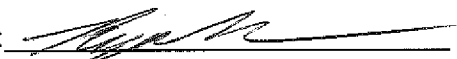
By: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commissioner Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Nichole Marcia Mann. She is personally known to me or has produced her \_\_\_\_\_ as identification.

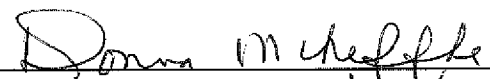
By: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commissioner Expires: \_\_\_\_\_

**Ryan Douglas Mann**

Signature:   
Ryan Douglas Mann, individually

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF ERIC )

The foregoing instrument was acknowledged before me this 20 day of Nov, 2010, by Ryan Douglas Mann. He is personally known to me or has produced his NEW YORK Driver License as identification.

By:   
Notary Public, State of NEW YORK  
My Commissioner Expires: 1/12/2011

DONNA M. NEFFKE  
Notary Public - State of New York  
Reg. No. 01NE4878454  
Qualified in Eric County  
My Commissioner Expires 1/12/2011

Estate of Douglas G. Mann

By: [Signature]  
Ryan Douglas Mann, its Personal Representative

STATE OF New York )  
COUNTY OF Erie ) SS:

The foregoing instrument was acknowledged before me this 20 day of November, 2010, by Ryan Douglas Mann, personal representative of the Estate of Douglas G. Mann. He is personally known to me or has produced his New York Driver License as identification.

By: [Signature]  
Notary Public, State of New York  
My Commissioner Expires: 1/12/2011

DONNA M. WEFKE  
Notary Public - State of New York  
Reg. No. 01NE4878464  
Qualified in Erie County  
My Commission Expires 1/12/2011

## **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