

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dusan Miljkovic	04/29/2003
Brad L. Duell	04/29/2003
Vukosava Miljkovic	05/01/2003
RECEIVING PARTY DATA	
Name:	VDF FutureCeuticals, Inc.
Street Address:	2692 N. State Route 1-17
City:	Momence
State/Country:	ILLINOIS
Postal Code:	60954
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12892781
Application Number:	12640412
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Martin Fessenmaier
Address Line 1:	2603 Main Street, Suite 1000
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	100700.0025US3 & US4
NAME OF SUBMITTER:	Martin Fessenmaier
Total Attachments: 2 source=Assignment (parent)#page1.tif source=Assignment (parent)#page2.tif	

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ASSIGNMENT

WHEREAS, the undersigned, **Dusan Miljkovic, Brad L. Duell, and Vukosava Miljkovic**, all individuals employed by VDF Futureceuticals, 300 W. 6th Street, Momence, Illinois, 60954-0009 (individually and collectively referred to hereinafter as "ASSIGNORS") has invented a certain invention entitled "**Methods for Coffee Cherry Products**", for which a PCT application for Letters of Patent of the United States of America was filed on April 16, 2003, serial number PCT/US03/11951; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, VDF Futureceuticals a company having its principal place of business at 300 W. 6th Street, Momence, Illinois, 60954-0009 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Expected Performance. Each party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of This Agreement.

Entire Agreement. This Agreement embodies the entire understanding of The Parties and supersedes and replaces any and all pre-existing agreements or understandings between Assignee and Assignor. No amendment or modification of this Agreement shall be valid or binding upon

Expected Performance. Each party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of This Agreement.

Entire Agreement. This Agreement embodies the entire understanding of The Parties and supersedes and replaces any and all pre-existing agreements or understandings between Assignee and Assignor. No amendment or modification of this Agreement shall be valid or binding upon Assignee and Assignor unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

WITNESS my hand at Momence, IL, this 29 day of April 2003,
City State Month

Dusan Miljkovic
Dusan Miljkovic

WITNESS my hand at Momence, IL, this 29 day of April 2003,
City State Month

Bradley L. Duell
Brad L. Duell

WITNESS my hand at San Diego, CA, this 1 day of May 2003,
City State Month

Vukosava Miljkovic
Vukosava Miljkovic