

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JD Medical Holdings, Inc.	09/24/2010
RECEIVING PARTY DATA	
Name:	BURNFREE ENTERPRISES, LLC
Street Address:	11378 Willow Hill Dr.
City:	Sandy
State/Country:	UTAH
Postal Code:	84092
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5958420
CORRESPONDENCE DATA	
Fax Number:	4199310003
Phone:	4199310003
Email:	steve@bnip.com
<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:	Stephen Nipper
Address Line 1:	913 S. Allante Place
Address Line 4:	Boise, IDAHO 83709-1612
ATTORNEY DOCKET NUMBER:	1305-004
NAME OF SUBMITTER:	Stephen M. Nipper
Total Attachments: 3 source=1305-004 2010-09-24 Bumfree Agt. Executed (redacted)#page1.tif source=1305-004 2010-09-24 Bumfree Agt. Executed (redacted)#page2.tif source=1305-004 2010-09-24 Bumfree Agt. Executed (redacted)#page3.tif	

OP \$40.00 5958420

AGREEMENT

THIS AGREEMENT (this "*Agreement*") is made as of September 24, 2010, between NELSON PROPERTY & INVESTMENTS, LLC, a Utah limited liability company ("*NPI*"), and MARC S. JENSON, an individual ("*Jenson*").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of NPI and Jenson hereby agrees as follows:

1. NPI has formed Burnfree Enterprises, LLC, a Utah limited liability company (the "*Company*").

2. Jenson represents that he is the controlling shareholder of JD Medical Holdings, Inc., a Utah corporation ("*JDMH*"). Jenson agrees to cause JDMH to sell all of its "Burnfree" related assets (including without limitation all patent and trademark rights) to the Company for a purchase price to be determined in good faith by NPI and Jenson, in consultation with an accountant selected by them to review the books and records of JDMH. [REDACTED]

3. [REDACTED]

4. The Company shall initially have two members – NPI and Jenson. [REDACTED]

4.1 The initial membership interests of NPI and Jenson (and/or assigns) are as follows:

NPI	[REDACTED]
Jenson	[REDACTED]

4.2 [REDACTED]

[REDACTED]

4.3

[REDACTED]

5.

[REDACTED]

5.1

[REDACTED]

5.2

[REDACTED]

5.3

[REDACTED]

6.

[REDACTED]

7. Each party hereto shall act in good faith, promptly upon the request of the other party hereto, to execute and deliver such further or additional documents or instruments and to take such actions as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.


8. This Agreement constitutes the entire agreement between NPI and Jenson pertaining to the specific subject matter hereof, supersedes any and all prior agreements and understandings of the parties pertaining to such specific subject matter, and may be amended only by a writing executed by all parties. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions hereof.

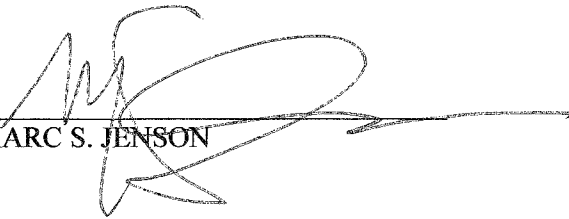
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Faxed or emailed counterparts and signatures shall be deemed originals and shall be as effective, valid and enforceable as such.


[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, NPI and Jenson have executed and delivered this Agreement to be effective as of the date first set forth above.

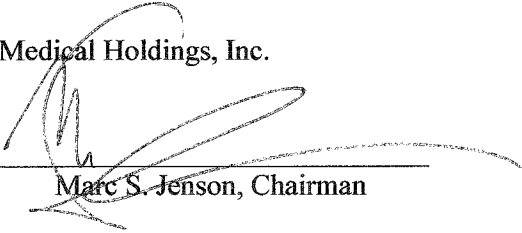
NELSON PROPERTY & INVESTMENTS, LLC

By: 
Name: Paul Nelson
Title: Member / manager


MARC S. JENSON

In connection with Paragraph 3 above, the undersigned hereby , effective immediately:

JD Medical Holdings, Inc.

By: 
Marc S. Jenson, Chairman