

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Sale and Purchase Agreement |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------------------------|----------------|
| Global Clean Energy Holdings, Inc. | 11/16/2009 |
| MDI Oncology, Inc. | 11/16/2009 |
| Curadis GMBH | 11/16/2009 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------------|
| Name: | Global Clean Energy Holdings, Inc. |
| Street Address: | 6033 West Century Blvd., Suite 895 |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90045 |

| | |
|-----------------|------------------------------------|
| Name: | MDI Oncology, Inc. |
| Street Address: | 6033 West Century Blvd., Suite 895 |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90045 |

| | |
|-----------------|--------------|
| Name: | Curadis GMBH |
| Street Address: | Henkestr. 91 |
| City: | Erlangen |
| State/Country: | GERMANY |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11315003 |

CORRESPONDENCE DATA

Fax Number: 2028357586

CH \$40.00 11315003

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

Phone: 202-835-7535
Email: emayle@milbank.com
Correspondent Name: Edward J. Mayle
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

| | |
|-------------------------|--|
| ATTORNEY DOCKET NUMBER: | 40835.00400 |
| NAME OF SUBMITTER: | Edward J. Mayle |
| | This document serves as an Oath/Declaration (37 CFR 1.63). |

Total Attachments: 11
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FINAL
November 16, 2009

SALE AND PURCHASE AGREEMENT

AMONG

GLOBAL CLEAN ENERGY HOLDING, INC.

AND

MDI ONCOLOGY, INC.

AND

CURADIS GMBH

Dated
November 16, 2009

809580.12

to RP

PATENT
REEL: 029238 FRAME: 0264

SALE AND ASSET PURCHASE AGREEMENT

This Sale and Asset Purchase Agreement (this "**Agreement**", which term is intended to include all exhibits, schedules and other documents attached hereto or referred to herein) is made and entered into as of November 16, 2009 (the "**Effective Date**") by and between Global Clean Energy Holdings, Inc., a Utah corporation formerly known as Medical Discoveries, Inc. ("GCEH"), and MDI Oncology, Inc., a Delaware corporation ("MDI" and collectively with GCEH, "Sellers"), whose principal places of business are located 6033 West Century Blvd., Suite 895 Los Angeles, CA 90045, and Curadis GmbH ("Curadis"), whose principal place of business is Henkestr. 91, 91052 Erlangen, Germany. Individually GCEH, MDI and Curadis shall be referred to as a "Party" and collectively as the "Parties."

RECITALS

GCEH and MDI purchased substantially all of the intellectual property assets of Savetherapeutics AG a German company in liquidation pursuant, to an agreement with its liquidator, dated March 11, 2005 (the "**Savetherapeutics Contract**"), as a result of which Sellers own, among other things, patents, patent applications, pre-clinical study data and ancillary clinical trial data concerning "SaveCream", a developmental topical aromatase inhibitor cream (the "**Product**").

The Parties have entered into a letter, dated August 25, 2009, regarding the acquisition by Curadis of all of Sellers' rights under the Savetherapeutics Contract, and all intellectual property and other rights owned by Sellers, whether subsequently acquired or developed by or through the efforts of Sellers or otherwise, which are related to the Product.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following definitions shall apply unless specifically stated otherwise:

- 1.1 "**Affiliate**" shall mean, with respect to any Person, any other Person controlling, controlled by or under direct or indirect common control with such Person. A Person shall be deemed to control a corporation (or other entity) if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation (or other entity), whether through the ownership of voting securities, by contract or otherwise.
- 1.2 "**Agreement**" shall have the meaning set forth in the heading of this document.
- 1.3 "**Assigned Contracts**" shall have the meaning set forth in Section 3.2(a) of this Agreement.
- 1.4 "**Australian Patent**" shall mean the patent granted to Sellers (Pub. No. AU 751040) in Australia. The Parties acknowledge that the Australian Patent has lapsed and that Curadis has agreed to use its good faith efforts to cause the Australian Patent to be re-instated.
- 1.5 "**Closing**" shall have the meaning set forth in Section 4.1.
- 1.6 "**Co-Development Contract**" shall mean that certain Definitive Master Agreement, dated July 29, 2006, entered into between MDI and Eucodis Forschungs-und Entwicklungs GmbH.
- 1.7 "**Collateral**" shall have the meaning set forth in Section 2.5 of this Agreement.

1.8 "Confidential Information" shall have the meaning set forth in Section 8.1 of this Agreement.

1.9 "Covered Product" shall mean (a) the Product, and (b) any other cosmetic, pharmaceutical, diagnostic, therapeutic or other product that cannot be manufactured, used, sold, offered for sale without infringing one or more valid claims under the Patents Rights, whether or not such product is manufactured, used, distributed or sold by Curadis or any of its Affiliate.

1.10 "Curadis" shall have the meaning set forth in the heading of this Agreement.

1.11 "Effective Date" shall have the meaning set forth in the heading of this Agreement.

1.12 "Encumbrance" shall mean any title defect, mortgage, assignment, pledge, hypothecation, security interest, lien, charge, option, claim of others or encumbrance of any kind.

1.13 "First Commercial Sale" shall mean the first sale of any Covered Product.

1.14 "GCEH" shall have the meaning set forth in the heading of this Agreement.

1.15 "MDP" shall have the meaning set forth in the heading of this Agreement.

1.16 "Net Sales" shall mean the gross amount received on sales by Curadis or any of its Affiliates and or licensees of Covered Products, less the following: (a) amounts repaid or credited by reason of rejection or return; (b) to the extent separately stated on purchase orders, invoices, or other documents of sale, any taxes or other governmental charges levied on the production, sale, transportation, delivery, or use of a Covered Product which is paid by or on behalf of Curadis, its Affiliates or any licensees; and (c) outbound transportation costs prepaid or allowed and costs of insurance in transit.

In any transfers of Covered Products between Curadis and an Affiliate or a licensee, Net Sales shall be calculated based on the final sale of the Covered Product to an independent third party. In the event that Curadis or an Affiliate or a licensee receives non-monetary consideration for any Covered Products, Net Sales shall be calculated based on the fair market value of such consideration.

In the case of sales of a product that contains a Covered Product component and at least one other essential functional component ("Combination Products"), Net Sales means the gross amount billed or invoiced on sales of the Combination Product.

1.17 "Parties" shall have the meaning set forth in the heading of this Agreement.

1.18 "Patent Rights" shall mean all of Sellers' right, title and interest in the patents and patent applications acquired under the Savetherapeutics Contract or in connection therewith, and any other patent and/or patent application listed in Exhibit 1.18 attached hereto, and any division, continuation, continuation-in-part, renewal, extension, reexamination or reissue of each such patent and any and all corresponding U.S. and foreign counterpart patent applications or patents.

1.19 "Product" shall have the meaning set forth in the Recitals to this Agreement.

1.20 "Purchased Assets" shall mean:

(a) All of the intellectual property and all contractual and other rights, if any, acquired by Sellers pursuant to the Savetherapeutics Contract;

(b) All of the intellectual property and all contractual and other rights acquired by Sellers pursuant to the Co-Development Contract;

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(c) Any and all Patent Rights, inventions, discoveries, rights in confidential data (including know-how and trade secrets), manufacturing methods and processes, trademarks, trade names, brand names, logos, trade dress, copyrights and other intellectual property and goodwill associated with the Product, owned or under contract to acquire by Sellers, in each case whether registered or unregistered, and including without limitation all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection;

(d) Any regulatory files and data relating to the Product owned by Sellers, including without limitation marketing authorization procedures and preclinical and clinical studies; and,

(e) All rights of Sellers under the Assigned Contracts.

1.21 "**Purchase Price**" shall have the meaning set forth in Section 3.1 of this Agreement.

1.22 "**Person**" shall mean any individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture or other entity of any kind.

1.23 "**Russian Patent**" shall mean the patent initially granted to SW Patentverwertungs GmbH (Pub. No. RU 2225206) in Russia. The Parties acknowledge that the Russian Patent has lapsed and that Curadis has agreed to use its good faith efforts to cause the Russian Patent to be re-instated.

1.24 "**Savetherapeutics Contract**" shall mean the agreement with the liquidator of Savetherapeutics AG, a German company in liquidation, dated March 11, 2005, attached to this Agreement as Exhibit 1.24.

1.25 "**Schmidt Litigation**" shall mean the lawsuit between MDI and Dr. Alfred Schmidt currently pending before a court in Hamburg, Germany.

1.26 "**Sellers**" shall have the meaning set forth in the heading of this Agreement.

1.27 "**Transfer Documents**" shall have the meaning set forth in Section 2.5 of this Agreement.

ARTICLE 2 SALE, ASSIGNMENT AND TRANSFER OF PURCHASED ASSETS

2.1 Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties of the Parties herein set forth, at the Closing Sellers shall sell, assign, transfer, and convey, as the case may be, the Purchased Assets to Curadis, and Curadis shall purchase the Purchased Assets. Title to all of the Purchased Assets shall be delivered to Curadis at the Closing.

2.2 The Purchased Assets shall be sold, assigned, transferred, conveyed and delivered to Curadis free of any and all liabilities, obligations and encumbrances except only for those listed in Exhibit 2.2.

2.3 Upon the Closing, all of the Purchased Assets and all non-publicly available information relating thereto shall be considered to be Confidential Information belonging to Curadis, and the Sellers shall no longer have any rights thereto or therein, except to the extent set forth in the Security Agreement.

2.4 Sellers shall be responsible for all sales, use, transfer, value added and other related taxes, imposed by the United States government, if any, arising out of the sale by Sellers of the Purchased Assets to Curadis pursuant to this Agreement, and Curadis shall be responsible for all other sales, use, transfer, value added and other related taxes arising out of the sale by Sellers of the Purchased Assets to Curadis pursuant to this Agreement.

2.5 Until the Purchase Price (as set forth in 3.1 below) is fully paid, Curadis shall not,

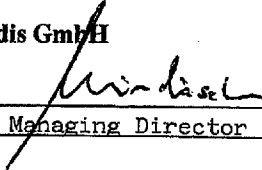
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CONFIDENTIAL

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November 16, 2009

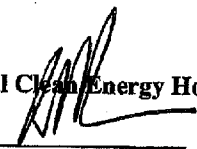
SIGNATURE PAGE

In Witness Whereof, the Parties have caused this Agreement to be duly executed in their respective names and on their behalf, on the date first above written.

Curadis GmbH

By: 
Title: Managing Director

Global Clean Energy Holdings, Inc.

By: 
Title: CEO & President

MDI Oncology, Inc.


By: 
Title: CEO & President

Exhibit 1.18 - Medical Discoveries, Inc. and MDI Oncology, Inc. - Patent Summary

| ROW# | Location | Country | Pub. No. | Applicant | Priority | File Date for Priority | with Subsequent | Patent Year | Approximate Costs | Status | Next Action | Summary of Countries Licensed/Not Licensed |
|-------------|---|----------------|--------------------|-------------------------------|----------|---|---------------------|-------------|---|--|--------------------------------------|--|
| 200940 EP | AT, BE, CH, CY, DE, DK, ES, FR, GB, GR, IE, IT, LI, LU, NL, NO, PT, SE, SI, SK, TR, T, UK, US | Europe | EP 1,414,407 B1 | Medical Discoveries, Inc. GAG | 1 | October 31, 2009 | 2009 April 2010 | 8 | 9,000 € (without subtherapy) | Patent Granted and Active | Extend | Austria, Belgium, Switzerland, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Poland, Portugal, Slovakia, Turkey |
| 200780 EP | AT, BE, CH, CY, DE, DK, ES, FR, GB, GR, IE, IT, LI, LU, NL, NO, PT, SE, SI, SK, TR, T, UK, US | Europe | EP 1,253,866 A2 | Medical Discoveries, Inc. GAG | 2 | July 31, 2010 | 31st January 2010 | 10 | 1,000 € (+ 1,500 € already paid) for the 10th patent year | Application Pending | No Action | Austria, Belgium, Switzerland, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Poland, Portugal, Slovakia, Turkey |
| 200781 EP | AT, BE, CH, CY, DE, DK, ES, FR, GB, GR, IE, IT, LI, LU, NL, NO, PT, SE, SI, SK, TR, T, UK, US | Europe | EP 1,420,051 A1 | Medical Discoveries, Inc. GAG | 3 | August 31, 2010 | | | 2,000 Euros | Application Pending | No Action | Austria, Belgium, Switzerland, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Poland, Portugal, Slovakia, Turkey |
| 200905 AU | AU | Australia | AU 71,040 | Medical Discoveries, Inc. GAG | 4 | March 3, 2009 | | | Approx. 1,500 Euros | Request for Reinstatement Filed Admin Process. Will advise when reinstated | Wait for Reinstatement. (last EP/BI) | |
| 200903 CN | CN | China | CN 1188448 | UNKNOWN | 4 | March 3, 2009 | | | Unknown | Filed | No Action | |
| 200908 CZ | CZ | Czech Republic | CZ 292943 | Patentinvestition s.r.o. GAG | 4 | March 3, 2009 | | | Approx. 1,500 Euros | GAG Directed to File Request for Reinstatement | GAG will advise next action required | |
| 200913 KR | KR | S. Korea | KR 1020070407 | Patentinvestition s.r.o. GAG | 4 | 18th November 2010 | | | Unknown | Filed | No Action | |
| 200915 RU | RU | Russia | RU 226206 | Patentinvestition s.r.o. GAG | 4 | March 3, 2009 | | | Unknown | Request for Reinstatement Filed by GAG-Standing Admin Process. Will advise when reinstated | Wait for Reinstatement. (last CN) | |
| 200909 EP | EP | Europe | EP 1,083,982 B1 | Patentinvestition s.r.o. GAG | 4 | March 31, 2010 | 30st September 2009 | | Unknown | Filed | No Action | |
| 200910 AU | AU | Hungary | AU 226185 | Medical Discoveries, Inc. GAG | 4 | March 3, 2009 | | | Unknown | Request for Reinstatement Filed by GAG-Standing Admin Process. Will advise when reinstated | Wait for Reinstatement. (last CN) | |
| 200911 IL | IL | Israel | IL 136292 | Medical Discoveries, Inc. GAG | 4 | March 3, 2009 | | | Unknown | GAG Directed to File Request for Reinstatement | GAG will advise next action required | |
| 200916 SK | SK | Slovakia | SK 200912676 | Medical Discoveries, Inc. GAG | 4 | March 3, 2009 | | | Approx. 1,500 Euros | GAG Directed to File Request for Reinstatement | GAG will advise next action required | |
| 3088106100 | US | USA | US Appl 10,040,808 | Medical Discoveries, Inc. GAG | 4 | November 8, 2009 - Can be extended to Jan 8, 2010 | Current | 2010 | \$ 4,800 | Need Response to include 1st office of German Ap No. 199 (21.01.2010) | | Slovenia and Agents for Priority |
| 308100100CA | USCA | Canada | CA Appl 2,380,840 | Medical Discoveries, Inc. GAG | 4 | Call to Revoke up to July 28, 2010 | Abandoned | Application | \$ 1,200 | Abandoned - Per Working Case | Send Response | Substance and Agents for Priority |
| 3089100990 | US | USA | US Appl 10,041,056 | Medical Discoveries, Inc. GAG | 2 | Nov-Dec 2009 | Current | Application | \$ 14,000 | Action filed by Koch on Sept 2009 | No Action | Substance and Agents for Priority |
| 3089100300 | US | USA | US Appl 10,049,253 | Medical Discoveries, Inc. GAG | 3 | Abandoned | Abandoned | Application | \$ | Abandoned - Per Working Case | No Action | Topical Treatment for Metastatic |
| 30800400 | US | USA | US Appl 11,075,003 | Medical Discoveries, Inc. GAG | 1 | Nov-Dec 2009 | Current | Application | \$ 9,000 | Action filed by Koch on Sept 2009 | No Action | Medication for Prevention and/or Treating Metastatic Carcinoma Containing a Steroid Aromatase Inhibitor |

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November 16, 2009

EXHIBIT 1.24
Savetherapeutics Contract

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EXHIBIT 2.2

Encumbrances on Purchased Assets

1. Claims made by Dr. Alfred Schmidt and Prof. Dr. Wieland regarding rights he may have to certain of the intellectual property included in the Purchased Assets, including those matters in dispute in the Schmidt Litigation.
2. Rights to certain of the Purchased Assets retained by the Liquidator of Savetherapeutics AG i.L.
3. Encumbrances in favor of Sellers to be enacted pursuant to the Security Agreement.

EXHIBIT 3.2(a)

Assigned Contracts

1. Asset Purchase Agreement between Attorney Hinnerk-Joachim Muller as Liquidator of Savetherapeutics AG i.L. and Medical Discoveries, Inc.
2. Side Letter to the Asset Purchase Agreement between Attorney Hinnerk-Joachim Muller as Liquidator of Savetherapeutics AG i.L. and Medical Discoveries, Inc.
3. Assignment of Patent, Participation, and Research and Development Agreement between Medical Discoveries Oncology, Inc. and Prof. Dr. Heinrich Wieland.
4. Amendment No. 1 to the Assignment of Patent, Participation, and Research and Development Agreement between Medical Discoveries Oncology, Inc. and Prof. Dr. Heinrich Wieland.
5. Consulting Agreement between Marc Kessemeyer and Medical Discoveries, Inc.

Exhibit 5.12 - Curadis - Patent Rights - Obligations

| Reference | Location | Country | Pub. no. | Applicant | Patent Attorney | Responsibility |
|-------------|--|----------------|--------------------|-----------------------------|-----------------|--|
| 200240 EP | AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE, TR | European | EP 1 414 467 B1 | Medical Discoveries, Inc. | G&G | Maintain Patents and Pay Annual Fees |
| 200780 EP | AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE | European | EP 1 253 986 A2 | Medical Discoveries, Inc. | G&G | Continue to Pursue Patent Approval. Payment of Annual Fees |
| 200781 EP | AT, BE, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, IE, IT, LI, LU, MC, NL, PT, SE, SK, TR | European | EP 1 420805A1 | Medical Discoveries, Inc. | G&G | Continue to Pursue Patent Approval. Payment of Annual Fees |
| 200905 AU | AU | Australia | AU 751040 | Medical Discoveries | G&G | Maintain Patents and Pay Annual Fees |
| 200908 CN | CN | China | CN 1168448 | UNKNOWN | G&G | Maintain Patents and Pay Annual Fees |
| 200908 CZ | CZ | Czech Republic | CZ 292643 | S.W. Patentverwertungs GmbH | G&G | Maintain Patents and Pay Annual Fees |
| 200913 KR | KR | S. Korea | KR 102007701077 | S.W. Patentverwertungs GmbH | G&G | Maintain Patents and Pay Annual Fees |
| 200915 RU | RU | Russia | RU 2225206 | S.W. Patentverwertungs GmbH | G&G | Maintain Patents and Pay Annual Fees |
| 200909 EP | EP | European | EP 1 063 998 B1 | S.W. Patentverwertungs GmbH | G&G | Maintain Patents and Pay Annual Fees |
| 200910 HU | HU | Hungary | HU 226105 | Medical Discoveries, Inc. | G&G | Maintain Patents and Pay Annual Fees |
| 200911 IL | IL | Israel | IL 138292 | Medical Discoveries, Inc. | G&G | Maintain Patents and Pay Annual Fees |
| 200916 SK | SK | Slovakia | SK 2000126276 | Medical Discoveries, Inc. | G&G | Maintain Patents and Pay Annual Fees |
| 38891.00100 | US | USA | US Ap# 10/049,968 | Medical Discoveries | Millbank Tweed | Continue to Pursue Patent Approval. Payment of Annual Fees |
| 38891.00200 | US | USA | US Ap#: 10/416,096 | Medical Discoveries | Millbank Tweed | Continue to Pursue Patent Approval. Payment of Annual Fees |
| 38800400 | US | USA | US Ap#:11/315,003 | Medical Discoveries | Millbank Tweed | Continue to Pursue Patent Approval. Payment of Annual Fees |

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