

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2750221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIFE SCIENCE INSTITUTE, LLC.	08/14/2013
RECEIVING PARTY DATA	
Name:	CELLHEALTH TECHNOLOGIES LTD.
Street Address:	87 VALLEY ROAD
City:	MONTCLAIR
State/Country:	NEW JERSEY
Postal Code:	07042
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	61534673
Application Number:	13573386
Application Number:	61534637
Application Number:	13573385
Application Number:	61534708
Application Number:	13573406
Application Number:	12781983
Patent Number:	7414021
Patent Number:	8142817
CORRESPONDENCE DATA	
Fax Number:	(512)610-3456
Phone:	512-610-3410
Email:	ngarwood@conleyrose.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	13413 GALLERIA CIRCLE

Address Line 2: SUITE 100
Address Line 4: AUSTIN, TEXAS 78738

ATTORNEY DOCKET NUMBER: 7131-000000

NAME OF SUBMITTER: BARRY S. NEWBERGER

Signature: /bsnewberger/

Date: 03/03/2014

Total Attachments: 17

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IP SALES AGREEMENT AND ASSIGNMENT

This IP Sales Agreement and Assignment ("Agreement") is between Life Science Institute, LLC., a Delaware limited liability company doing business as CellHealth Institute and having a business address at 87 Valley Road Montclair, NJ 07042 ("Seller"), and CellHealth Technologies Ltd., a Cayman Islands company ("Buyer") (and collectively, the "Parties", or singly, a "Party").

This Agreement has an "Effective Date" of: August 14, 2013.

WHEREAS Buyer wishes to buy certain intellectual property rights of Seller pursuant to the Investment Agreement.

WHEREAS, certain intellectual property rights of Seller are subject to one or more royalties as described in that certain IP Contribution Agreement dated August 13, 2013 by and between Vincent Giampapa, M.D. and Seller, a copy of which is attached hereto as Exhibit B (the "Contribution Agreement"):

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the Parties hereby agree as follows:

1. Definitions

"Affiliate" means any entity more than 50% owned by a Party, any entity which owns more than 50% of a Party, any entity that is more than 50% owned by an entity that owns more than 50% of a Party, any entity that is controlled by a Party, and any entity that controls a Party.

"Patent Rights" means all of: (a) the patents and patent applications listed in Exhibit A to the Agreement; (b) all patent applications that claim priority to any of the patents or applications listed in Exhibit A; (c) all divisions, continuations, continued prosecution applications, continuing examinations, and continuations-in-part of the patents or patent applications identified in (a) or (b); (d) all reissues, re-examinations, extensions, and foreign counterparts of any of the patents or patent applications identified in (a), (b) or (c), above; and (e) any patents that issue with respect to any of the patent applications listed in (a), (b), (c) or (d), above including but not limited to any substitutions, confirmations, registrations, validations, additions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificates or the equivalent thereof. From time to time during the term of the Agreement, upon written agreement by both Parties, Seller and Buyer may update the list of all patent applications and patents within the Patent Rights.

"Prosecution Counsel" means any attorney who is handling the prosecution of the Patent Rights.

Capitalized terms not otherwise defined herein are as set forth in the Investment Agreement.

2. Monetary Consideration, Assignment and Additional Covenants

(I) In consideration for the sale of the rights and assignment set forth in subsection (II) of this Section 2, Buyer, shall pay to Seller the sum of [REDACTED] at the Closing of the Investment Agreement.

(II) Seller ("Assignor") hereby assigns, sells and conveys to Buyer ("Assignee"), its successors and assigns, the entire right, title and interest throughout the world, free and clear of all liabilities, liens, encumbrances and adverse claims of any kind whatsoever except as specified herein, in and to:

- (a) The aforesaid Patent Rights, subject to the Giampapa Royalty and the NeoStem Royalty, as those terms are defined in the Contribution Agreement as of the Effective Date;
- (b) All damages and rights of action on account of past, present and future unauthorized use of the aforesaid for infringement or other use of said Patent Rights;
- (c) The right to Assignee to file in its name applications for patents and like protection related to the aforesaid in the United States or in any country or countries foreign to the United States;
- (d) The right to Assignee to file in its name applications for any other form of protection related to the aforesaid in the United States or in any country or countries foreign to the United States;
- (e) All international rights of priority associated with all of the aforesaid; and
- (f) The right to require all legal representatives, assigns, heirs, administrators and executors, at the expense of Assignee, its successors and assigns, to execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Agreement.

(III) Seller covenants and agrees that the representations, warranties, covenants, and indemnities of Seller in the Investment Agreement shall inure to the benefit of Buyer as though they were set forth in their entirety herein in favor of Buyer.

3. Patent Expenses and Prosecution

3.1 Direction of Prosecution

Buyer shall instruct Prosecution Counsel and shall pay for the activities thereof. In its sole and absolute discretion, Buyer may allow Seller to instruct Prosecution Counsel directly, provided, that: (a) Buyer will have final veto rights in all decisions regarding the prosecution and maintenance of the Patent Rights; (b) Buyer may revoke this authorization to instruct Prosecution Counsel directly at any time; and (c) the Prosecution Counsel remains counsel to Buyer (whether or not such Prosecution Counsel has appeared under any Power of Attorney before the USPTO). Buyer reserves in its sole discretion the ability to change Prosecution Counsel and to approve or disapprove any requested changes by Seller. The Parties agree that they share a common legal interest to get valid enforceable patents and that Seller will maintain as privileged all information received pursuant to this Section. Buyer and Seller will execute, or ensure the execution of, any and all documents and/or assignments reasonably necessary to give effect to this Section for all patent applications and patents within the Patent Rights.

4. Term and Termination

4.1 Term

Unless earlier terminated as provided herein, the term of the Agreement will commence on the Effective Date and continue until the last date of expiration or termination of all Patent Rights. Notwithstanding anything herein to the contrary; the Giampapa Royalty shall expire in accordance with the terms of the Contribution Agreement and Buyer shall have no further obligation with respect thereto following such expiration.

4.2 Termination

Other than by expiration of this Agreement as set forth in Section 4.1, this Agreement will terminate only by mutual written agreement between Seller and Buyer.

4.3 Effect of Termination

If the Agreement is terminated for any reason nothing in the Agreement will be construed to release either Party from any obligation that matured prior to the effective date of termination.

5. Infringement and Litigation

5.1 Cooperation between Buyer and Seller

In any infringement suit or dispute related to any of the Patent Rights, the Parties agree to cooperate fully with each other. At the request of the Party bringing suit, the other Party will permit reasonable access after reasonable advance notice to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

6. Representations

6.1 Buyer Representations

By execution of the Agreement, Buyer represents, acknowledges, covenants and agrees (a) that Buyer has not been induced in any way to enter into the Agreement, and (b) that Buyer is a duly organized, validly existing entity of the form indicated in the preamble to the Agreement, and is in good standing under the laws of its jurisdiction of organization as indicated in the preamble of the Agreement, and has all necessary corporate or otherwise appropriate power and authority to execute, deliver and perform its obligations hereunder.

6.2 Seller Representations

By execution of the Agreement, Seller represents, acknowledges, covenants and agrees (a) that Seller has not been induced in any way to enter into the Agreement, and (b) that Seller has all necessary or otherwise appropriate power and authority to execute, deliver and perform his obligations hereunder, (c) that Seller owns good and marketable title to the Patent Rights, and (d) execution and delivery of this Agreement by Seller will convey the Patent Rights to Buyer free and clear of all liens, claims, and encumbrances of any kind, subject only to the Giampapa Royalty and NeoStem Royalty.

7. General Provisions

7.1 Binding Effect

This Agreement is binding upon and inures to the benefit of the Parties hereto, their respective executors, administrators, heirs, assigns, and successors in interest.

7.2 Construction of Agreement

Headings are included for convenience only and will not be used to construe the Agreement. The Parties acknowledge and agree that both Parties substantially participated in negotiating the provisions of the Agreement; therefore, both Parties agree that any ambiguity in the Agreement shall not be construed more favorably toward one Party than the other Party, regardless of which Party primarily drafted the Agreement.

7.3 Counterparts and Signatures

The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A Party may evidence its execution and delivery of the Agreement by transmission of a signed copy of the Agreement via facsimile or email. In such event, the Party shall promptly provide the original signature page(s) to the other Party.

7.4 Compliance with Laws

Each Party will comply with all applicable federal, state and local laws and regulations, including, without limitation, all export laws and regulations.

7.5 Governing Law

The Agreement will be construed and enforced in accordance with laws of the U.S. and the State of Texas, without regard to choice of law and conflicts of law principles. Both Parties expressly agree and submit to the exclusive jurisdiction of the courts of the State of Texas and the United States of America, located in Harris County, Texas for any actions suits or proceedings arising out of or related to this Agreement.

7.6 Modification

Any modification of the Agreement will be effective only if it is in writing and signed by duly authorized representatives of both Parties. No modification will be made by email communications.

7.7 Severability

If any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the Parties hereto shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such other provisions in any other jurisdiction, so long as the essential essence of the Agreement remains enforceable.

7.8 Third Party Beneficiaries

Nothing in the Agreement, express or implied, is intended to confer any benefits, rights or remedies on any entity, other than the Parties and their successors and assigns.

7.9 Waiver

Neither Party will be deemed to have waived any of its rights under the Agreement unless the waiver is in writing and signed by such Party. No delay or omission of a Party in exercising or enforcing a right or remedy under the Agreement shall operate as a waiver thereof.

7.10 Entire Agreement

The Agreement, together with the incorporation of the representations, warranties, covenants, and indemnities of the Investment Agreement as described in Section 2(III) of this Agreement, constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior written or verbal agreements, representations and understandings relative to such matters.

8. No Other Promises and Agreements; Representation by Counsel.

Buyer expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to Buyer in executing the Agreement except those explicitly set forth herein, and that Buyer is not relying upon any statement or representation of Seller or its representatives except those expressed herein. Buyer is relying on Buyer's own judgment, its actions in entering into this Agreement have been duly and legally authorized under any required corporate governance controls, and Buyer has had the opportunity to be represented by legal counsel. Buyer hereby warrants and represents that Buyer understands and agrees to all terms and conditions set forth in the Agreement.

Seller expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein has been made to Seller in executing the Agreement except those explicitly set forth herein and that Seller is not relying upon any statement or representation of Buyer or its representatives except those expressed herein. Seller is relying on Seller's own judgment, its actions in entering into this Agreement have been duly and legally authorized under any required corporate governance controls, and Seller has had the opportunity to be represented by legal counsel. Seller hereby warrants and represents that Seller understands and agrees to all terms and conditions set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this IP Sales Agreement and Assignment.

CellHealth Technologies, Ltd. ("Buyer")


Life Science Institute, LLC. ("Seller")

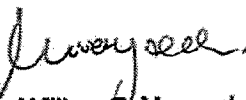
By New Egg, Ltd., a Cayman
Islands company, its manager

By _____

Name _____

Title _____

By 
Name David G. Goodwin
Title: Director Director


William F. Maycock
Director

Signature Page to Product IP Sales Agreement and Assignment

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PATENT
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this IP Sales Agreement and Assignment.

CellHealth Technologies, Ltd. ("Buyer")

By New Egg, Ltd., a Cayman
Islands company, its manager

By _____

Name _____

Title: Director

Life Science Institute, LLC. ("Seller")

By Douglas V Giampapa

Name DOUGLAS V GIAMPAPA

Title LLC MANAGER

**EXHIBIT A TO
IP SALE AND ASSIGNMENT AGREEMENT**

Title	Application Serial Number	Filing Date	Publication Number	Patent Number
Dietary Supplement System for Multifunctional Anti-Aging Management and Method of Use	61/534,673	09/14/2011	N/A	N/A
Dietary Supplement System for Multifunctional Anti-Aging Management and Method of Use	13/573,386	09/13/2012	Non-publication request filed	Pending
Supplement Composition for Supporting DNA Repair and Method of Use (Mitochondrial & Nuclear)	61/534,637	09/14/2011	N/A	N/A
Supplement Composition for Supporting DNA Repair and Method of Use (Mitochondrial & Nuclear)	13/573,385	09/13/2012	Non-publication request filed	Pending
Supplement Composition for Supporting Telomere Maintenance and Protection and Method of Use	61/534,708	09/14/2011	N/A	N/A
Supplement Composition for Supporting Telomere Maintenance and Protection and Method of Use	13/573,406	09/13/2012	Non-publication request filed	Pending
An In vivo intracellular reprogramming method, C60 fullerenes, Metformin and a novel Resveratrol complex and nutraceuticals	Application in preparation			
Topical Composition for Anti-Aging Skin Treatment Using Dual DNA Repair Mechanism and Method of Use	12/781,983	05/18/2010	US 2010/0291190A1	Pending
Method and Composition for Restoration of Age Related Tissue Loss in the Face or Selected Areas of the Body	11/241,005	10/01/2005	2006/0073178	U.S. 7,414,021
Composition for Restoration of Age Related Tissue Loss in the Face or Selected Areas of the Body	12/218,334	07/14/2008	2008/0274946	U.S. 8,142,817

**EXHIBIT B TO
IP SALE AND ASSIGNMENT AGREEMENT**

Contribution Agreement

See attached.

IP CONTRIBUTION AGREEMENT

This IP Contribution Agreement ("Agreement") is between Vincent Giampapa, M.D. ("Contributor"), an individual resident of the Commonwealth of Pennsylvania, and Life Science Institute, LLC., a Delaware limited liability company having a business address at 87 Valley Road Montclair, NJ 07042 ("Contributor") (and collectively, the "Parties", or singly, a "Party").

This Agreement has an "Effective Date" of: August 13, 2013.

WHEREAS Contributor wishes to receive certain intellectual property rights of Contributor pursuant to the Investment Agreement:

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the Parties hereby agree as follows:

1. Definitions

"Affiliate" means any entity more than 50% owned by a Party, any entity which owns more than 50% of a Party, any entity that is more than 50% owned by an entity that owns more than 50% of a Party, any entity that is controlled by a Party, and any entity that controls a Party.

"Patent Rights" means all of: (a) the patents and patent applications listed in Exhibit A to the Agreement; (b) all patent applications that claim priority to any of the patents or applications listed in Exhibit A; (c) all divisions, continuations, continued prosecution applications, continuing examinations, and continuations-in-part of the patents or patent applications identified in (a) or (b); (d) all reissues, re-examinations, extensions, and foreign counterparts of any of the patents or patent applications identified in (a), (b) or (c), above; and (e) any patents that issue with respect to any of the patent applications listed in (a), (b), (c) or (d), above including but not limited to any substitutions, confirmations, registrations, validations, additions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificates or the equivalent thereof. From time to time during the term of the Agreement, upon written agreement by both Parties, Contributor and Contributor may update the list of all patent applications and patents within the Patent Rights.

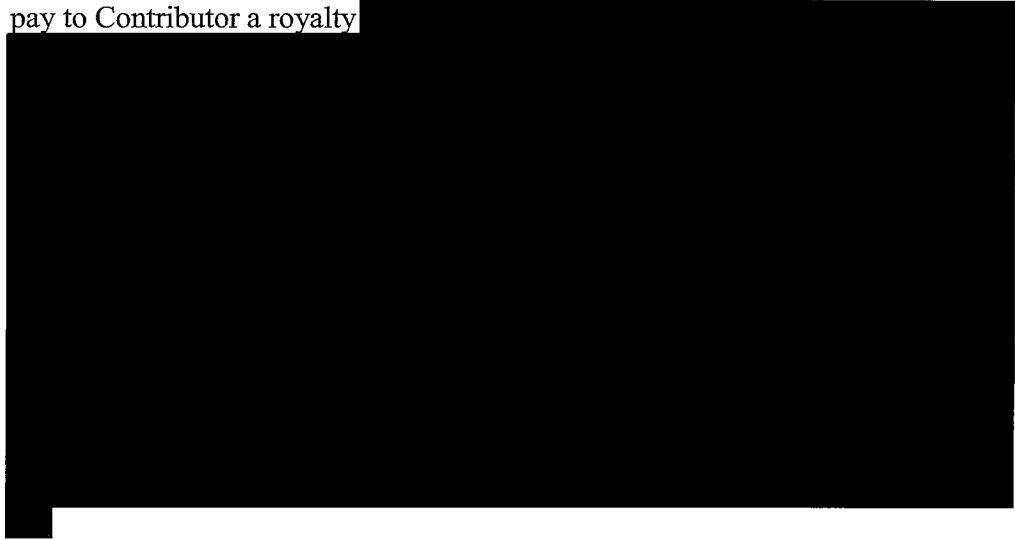
“Prosecution Counsel” means any attorney who is handling the prosecution of the Patent Rights.

Capitalized terms not otherwise defined herein are as set forth in the Investment Agreement.

2. Monetary Consideration, Assignment and Additional Covenants

(I) In consideration for the capital contribution and transfer of the rights set forth in subsection (II) of this Section 2, Contributor, shall:

a. pay to Contributor a royalty



b. pay or cause to be paid on behalf of Contributor a royalty pursuant to that certain Termination of License and Exchange Agreement effective April 24, 2012 between NeoStem, Inc., 420 Lexington Avenue, Suite 450, New York, N.Y., as follows: [REDACTED] that are protected by at least one unexpired claim of U. S. patent No. 7,414,021 and/or U.S. Patent No. 8,142,817 and any divisionals, continuations and continuations-in-part and any foreign counterparts thereof of both patents (the “NeoStem Royalty”).

(II) Contributor (“Assignor”) hereby contributes as capital and conveys to Contributor (“Assignee”), its successors and assigns, the entire right, title and interest throughout the world, free and clear of all liabilities, liens, encumbrances and adverse claims of any kind whatsoever except as specified herein, in and to:

- (a) The aforesaid Patent Rights;
- (b) All damages and rights of action on account of past, present and future unauthorized use of the aforesaid for infringement or other use of said Patent Rights;
- (c) The right to Assignee to file in its name applications for patents and like protection related to the aforesaid in the United States or in any country or countries foreign to the United States;

- (d) The right to Assignee to file in its name applications for any other form of protection related to the aforesaid in the United States or in any country or countries foreign to the United States;
 - (e) All international rights of priority associated with all of the aforesaid; and
 - (f) The right to require all legal representatives, assigns, heirs, administrators and executors, at the expense of Assignee, its successors and assigns, to execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Agreement.
- (III) Contributor covenants and agrees that the representations, warranties, covenants, and indemnities of Contributor in the Investment Agreement shall inure to the benefit of Contributor as though they were set forth in their entirety herein in favor of Contributor.



3. Patent Expenses and Prosecution

3.1 Direction of Prosecution

Contributor shall instruct Prosecution Counsel and shall pay for the activities thereof. In its sole and absolute discretion, Contributor may allow Contributor to instruct Prosecution Counsel directly, provided, that: (a) Contributor will have final veto rights in all decisions regarding the prosecution and maintenance of the Patent Rights; (b) Contributor may revoke this authorization to instruct Prosecution Counsel directly at any time; and (c) the Prosecution Counsel remains counsel to Contributor (whether or not such Prosecution Counsel has appeared under any Power of Attorney before the USPTO). Contributor reserves in its sole discretion the ability to change Prosecution Counsel and to approve or disapprove any requested changes by Contributor. The Parties agree that they share a common legal interest to get valid enforceable patents and that Contributor will maintain as privileged all information received pursuant to this Section. Contributor and Contributor will execute, or ensure the execution of, any and all documents and/or assignments reasonably necessary to give effect to this Section for all patent applications and patents within the Patent Rights.

4. Term and Termination

4.1 Term

Unless earlier terminated as provided herein, the term of the Agreement will commence on the Effective Date and continue until the last date of expiration or termination of all Patent Rights. Notwithstanding anything herein to the contrary; the Giampapa Royalty shall expire and Contributor shall have no further obligation with respect thereto upon the first to occur of (a) a Liquidity Event, (b) the termination of the V. Giampapa Employment Agreement for Cause, as Cause is defined in the V. Giampapa Employment Agreement, or (c) the date that is five (5) years after the termination by LSI of the V. Giampapa Employment Agreement without Cause.

4.2 Termination

Other than by expiration of this Agreement as set forth in Section 4.1, this Agreement will terminate only by mutual written agreement between Contributor and Contributor.

4.3 Effect of Termination

If the Agreement is terminated for any reason nothing in the Agreement will be construed to release either Party from any obligation that matured prior to the effective date of termination.

5. Infringement and Litigation

5.1 Cooperation between Contributor and Contributor

In any infringement suit or dispute related to any of the Patent Rights, the Parties agree to cooperate fully with each other. At the request of the Party bringing suit, the other Party will permit reasonable access after reasonable advance notice to all relevant personnel, records, papers, information, samples, specimens, etc., during regular business hours.

6. Representations

6.1 Contributor Representations

By execution of the Agreement, Contributor represents, acknowledges, covenants and agrees (a) that Contributor has not been induced in any way to enter into the Agreement, and (b) that Contributor is a duly organized, validly existing entity of the form indicated in the preamble to the Agreement, and is in good standing under the laws of its jurisdiction of organization as indicated in the preamble of the Agreement, and has all necessary corporate or otherwise appropriate power and authority to execute, deliver and perform its obligations hereunder.

6.2 Contributor Representations

By execution of the Agreement, Contributor represents, acknowledges, covenants and agrees (a) that Contributor has not been induced in any way to enter into the Agreement, (b) that Contributor has all necessary or otherwise appropriate power and authority to execute, deliver and perform his obligations hereunder, (c) that Contributor owns good and marketable title to the Patent Rights, and (d) execution and delivery of this Agreement by Contributor will convey the Patent Rights to Contributor free and clear of all liens, claims, and encumbrances of any kind, subject only to the Giampapa Royalty and NeoStem Royalty.

7. General Provisions

7.1 Binding Effect

Subject to the assignment provision contained herein, the Agreement is binding upon and inures to the benefit of the Parties hereto, their respective executors, administrators, heirs, assigns, and successors in interest.

7.2 Construction of Agreement

Headings are included for convenience only and will not be used to construe the Agreement. The Parties acknowledge and agree that both Parties substantially

participated in negotiating the provisions of the Agreement; therefore, both Parties agree that any ambiguity in the Agreement shall not be construed more favorably toward one Party than the other Party, regardless of which Party primarily drafted the Agreement.

7.3 Counterparts and Signatures

The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A Party may evidence its execution and delivery of the Agreement by transmission of a signed copy of the Agreement via facsimile or email. In such event, the Party shall promptly provide the original signature page(s) to the other Party.

7.4 Compliance with Laws

Each Party will comply with all applicable federal, state and local laws and regulations, including, without limitation, all export laws and regulations.

7.5 Governing Law

The Agreement will be construed and enforced in accordance with laws of the U.S. and the State of Texas, without regard to choice of law and conflicts of law principles. Both parties expressly agree and submit to the exclusive jurisdiction of the courts of the State of Texas and the United States of America, located in Harris County, Texas for any actions suits or proceedings arising out of or related to this Agreement.

7.6 Modification

Any modification of the Agreement will be effective only if it is in writing and signed by duly authorized representatives of both Parties. No modification will be made by email communications.

7.7 Severability

If any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the Parties hereto shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such other provisions in any other jurisdiction, so long as the essential essence of the Agreement remains enforceable.

7.8 Third Party Beneficiaries

Nothing in the Agreement, express or implied, is intended to confer any benefits, rights or remedies on any entity, other than the Parties and their successors and assigns.

7.9 Waiver

Neither Party will be deemed to have waived any of its rights under the Agreement unless the waiver is in writing and signed by such Party. No delay or omission of a Party in exercising or enforcing a right or remedy under the Agreement shall operate as a waiver thereof.

7.10 Entire Agreement

The Agreement, together with the incorporation of the representations, warranties, covenants, and indemnities of the Investment Agreement as described in Section 2(III) of this Agreement, constitutes the entire Agreement between the Parties regarding the subject matter hereof, and supersedes all prior written or verbal agreements, representations and understandings relative to such matters.

8. No Other Promises and Agreements; Representation by Counsel.


Contributor expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to Contributor in executing the Agreement except those explicitly set forth herein, and that Contributor is not relying upon any statement or representation of Contributor or its representatives except those expressed herein. Contributor is relying on Contributor's own judgment, its actions in entering into this Agreement have been duly and legally authorized under any required corporate governance controls, and Contributor has had the opportunity to be represented by legal counsel. Contributor hereby warrants and represents that Contributor understands and agrees to all terms and conditions set forth in the Agreement.

Contributor expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein has been made to Contributor in executing the Agreement except those explicitly set forth herein and that Contributor is not relying upon any statement or representation of Contributor or its representatives except those expressed herein. Contributor is relying on Contributor's own judgment, its actions in entering into this Agreement have been duly and legally authorized under any required corporate governance controls, and Contributor has had the opportunity to be represented by legal counsel. Contributor hereby warrants and represents that Contributor understands and agrees to all terms and conditions set forth in the Agreement.

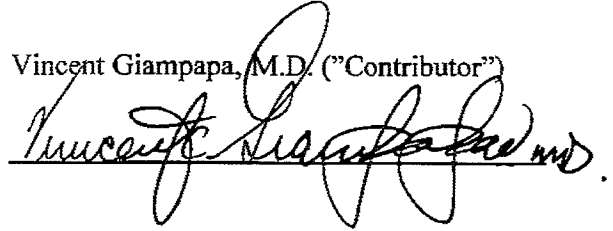
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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this IP Contribution Agreement.

Life Science Institute, LLC ("Contributor")

By 
Name DOUGLAS V. GIAMPAPA
Title LLC MANAGER

Vincent Giampapa, M.D. ("Contributor")



**EXHIBIT A TO
IP CONTRIBUTION AGREEMENT**

Title	Application Serial Number	Filing Date	Publication Number	Patent Number
Dietary Supplement System for Multifunctional Anti-Aging Management and Method of Use	61/534,673	09/14/2011	N/A	N/A
Dietary Supplement System for Multifunctional Anti-Aging Management and Method of Use	13/573,386	09/13/2012	Non-publication request filed	Pending
Supplement Composition for Supporting DNA Repair and Method of Use (Mitochondrial & Nuclear)	61/534,637	09/14/2011	N/A	N/A
Supplement Composition for Supporting DNA Repair and Method of Use (Mitochondrial & Nuclear)	13/573,385	09/13/2012	Non-publication request filed	Pending
Supplement Composition for Supporting Telomere Maintenance and Protection and Method of Use	61/534,708	09/14/2011	N/A	N/A
Supplement Composition for Supporting Telomere Maintenance and Protection and Method of Use	13/573,406	09/13/2012	Non-publication request filed	Pending
An In vivo intracellular reprogramming method, C60 fullerenes, Metformin and a novel Resveratrol complex and nutraceuticals	Application in preparation			
Topical Composition for Anti-Aging Skin Treatment Using Dual DNA Repair Mechanism and Method of Use	12/781,983	05/18/2010	US 2010/0291190A1	Pending
Method and Composition for Restoration of Age Related Tissue Loss in the Face or Selected Areas of the Body	11/241,005	10/01/2005	2006/0073178	U.S. 7,414,021
Composition for Restoration of Age Related Tissue Loss in the Face or Selected Areas of the Body	12/218,334	07/14/2008	2008/0274946	U.S. 8,142,817