# 502741222 03/27/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2787818

|   | SUBMISSION TYPE:   |  |                     |                  |
|---|--|--|---------------------|------------------|
| NATURE OF CONVEYANCE:   |  | ASSIGNMENT   |                     |                  |
| CONVEYING PARTY D   | ATA  |  |                     |                  |
|   |  | Name   | E                   | xecution Date    |
| ZHISHIN CAPITAL, LLC  | >  |  | 03                  | /24/2014         |
| RECEIVING PARTY DA  | ATA  |  |                     |                  |
| Name:   | ADVANTR  | A Z, INC.  |                     |                  |
| Street Address:   | 10 HENDE   | RSON DRIVE   |                     |                  |
| City:   | WEST CAL   | DWELL  |                     |                  |
| State/Country:  | NEW JERS   | SEY  |                     |                  |
| Postal Code:  | 07006  |  |                     |                  |
| PROPERTY NUMBERS  | Total: 5   |  |                     |                  |
| Property Type   |  | Number   |                     |                  |
| Patent Number:  | 622  | 4873   |                     |                  |
| Patent Number:  | 631  | 6499   |                     |                  |
| Patent Number:  | 634  | 0481   |                     |                  |
| Patent Number:  | 634  | 0482   |                     |                  |
| Application Number:   | 099  | 95633  |                     |                  |
|   |  |  |                     |                  |
|   |  |  |                     |                  |
|   |  | 7)204-5150   |                     |                  |
| CORRESPONDENCE D  | (617   | 7)204-5150<br>e <b>e-mail address first; if that</b>   | is unsuccessful, it | will be sent via |
| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i>  | (61)<br>De sent to the   | ,  | is unsuccessful, it | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b<br/>US Mail.</i><br>Phone:<br>Email:  | (617<br><b>De sent to the</b><br>617<br>bec                      | 2045100<br>hetn@pepperlaw.com  | is unsuccessful, it | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b<br/>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:   | (617<br><b>De sent to the</b><br>617<br>bec<br>ANI               | e e-mail address first; if that<br>2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ  |                     | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b<br/>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:  | (617<br><b>be sent to the</b><br>617<br>bec<br>ANI<br>125        | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI  |                     | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b<br/>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:   | (617<br><b>be sent to the</b><br>617<br>bec<br>ANI<br>125<br>PEF | e e-mail address first; if that<br>2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP                                      | 3                   | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b<br/>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:   | (617<br><b>be sent to the</b><br>617<br>bec<br>ANI<br>125<br>PEF | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02   | 3                   | will be sent via |
| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:<br>Address Line 4:  | (617<br>be sent to the<br>617<br>bec<br>ANI<br>125<br>PEF<br>BOS | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02   | 3                   | will be sent via |
| CORRESPONDENCE E<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:<br>Address Line 4:  | (617<br>be sent to the<br>617<br>bec<br>ANI<br>125<br>PEF<br>BOS | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02   | 3                   | will be sent via |
| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:<br>Address Line 4:  | (617<br>be sent to the<br>617<br>bec<br>ANI<br>125<br>PEF<br>BOS | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02   | 3                   | will be sent via |
| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:<br>Address Line 4:<br>ATTORNEY DOCKET NO  | (617<br>be sent to the<br>617<br>bec<br>ANI<br>125<br>PEF<br>BOS | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02<br>141164.1<br>NANCY BECHET                   | 3                   | will be sent via |
| CORRESPONDENCE D<br>Fax Number:<br><i>Correspondence will b</i><br><i>US Mail.</i><br>Phone:<br>Email:<br>Correspondent Name:<br>Address Line 1:<br>Address Line 2:<br>Address Line 2:<br>Address Line 4:<br>ATTORNEY DOCKET NUME<br>NAME OF SUBMITTER:<br>SIGNATURE: | (617<br>be sent to the<br>617<br>bec<br>ANI<br>125<br>PEF<br>BOS | 2045100<br>hetn@pepperlaw.com<br>DREW W. SCHULTZ<br>HIGH STREET, 19TH FLOOI<br>PPER HAMILTON LLP<br>STON, MASSACHUSETTS 02<br>141164.1<br>NANCY BECHET<br>/Nancy Bechet/ | R<br>110-2376       |                  |

502741222

### PATENT REEL: 032539 FRAME: 0010

| source=PatentAssignent3#page1.tif |  |
|-----------------------------------|--|
| source=PatentAssignent3#page2.tif |  |
| source=PatentAssignent3#page3.tif |  |
| source=PatentAssignent3#page4.tif |  |
| source=PatentAssignent3#page5.tif |  |

#### Patent Assignment

This Patent Assignment ("<u>Assignment</u>") is made and entered into effective as of March 24, 2014 (the "<u>Effective Date</u>") by and between Zhishin Capital, LLC, a limited liability company existing under the laws of the State of Delaware ("<u>Assignor</u>"), and Advantra Z, Inc., a corporation existing under the laws of the State of New Jersey ("<u>Assignee</u>").

- A. Assignor is the owner of the issued patents and pending patent applications listed in Exhibit A attached hereto; and
- B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey, and transfer to Assignee, all right, title and interest in and to each such issued patent and pending patent application listed in <u>Exhibit A</u>, each invention described therein, and all related and corresponding rights in any jurisdiction in the world (collectively, the "<u>Patents</u>") on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Patents, any related or corresponding United States provisional or nonprovisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a nonprovisional application under 35 U.S.C. §120, including all divisionals, continuations, continuations-in-part, reissues and reexaminations thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor (with the Patents, collectively, the "Patent Property"), and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of any of the Patents or Patent Property prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal

representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

- 2. <u>Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to issue the same to Assignee in accordance with the terms of this Assignment and to record Assignee as owner of the Patent Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. <u>Further Assurances</u>. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Patent Property, testify in any legal proceeding relating to the Patent Property, execute or cause its current or former employees or contractors to execute, as applicable, all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Patent Property in all countries and to record Assignee as owner of the Patent Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Patent Property shall be borne solely by Assignee, its successors and assigns.
- 4. <u>Miscellaneous</u>. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware without regard to its conflicts of law principles.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ZHISHIN CAPITAL, LLC

By:

Name: Mindee Green

Title: Sole Member

Date: March 24, 2014

| ADVANTRA Z, INC.     |
|----------------------|
| By:                  |
| Name: Robert Green   |
| Title: President     |
| Date: March 24, 2014 |

State of <u>New Jassey</u>: County of <u>Bargan</u>

Personally appeared before me the above-named Mindee Green, to me well known, who signed the foregoing PATENT ASSIGNMENT on behalf of Zhishin Capital, LLC in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Huplic My commission to expire on <u>3252019</u>. MARY ELLEN BLAKE Notary Public State of New Jersey My Commission Expires Mar 25, 2019

### EXHIBIT A

## PATENTS

| No. | Title  | App'n No. /<br>Filing Date  | Patent No. /<br>Issue Date | Country |
|-----|--|-----------------------------|----------------------------|---------|
| 1)  | Regulation of Appetite,<br>Body Weight and Athletic<br>Function with Materials<br>Derived from Citrus<br>Varieties     | 09/142,197<br>Aug. 31, 1998 | 6,224,873<br>May 1, 2001   | US      |
| 2)  | Methods for Increasing<br>the Muscle Mass of a<br>Human with Materials<br>Derived from Citrus<br>Varieties             | 09/573,320<br>May 18, 2000  | 6,316,499<br>Nov. 13, 2001 | US      |
| 3)  | Regulation of Athletic<br>Function with Materials<br>Derived from Citrus<br>Varieties                                  | 09/573,321<br>May 18, 2000  | 6,340,481<br>Jan. 22, 2002 | US      |
| 4)  | Methods for Inducing<br>Weight Loss in a Human<br>with Materials Derived<br>from Citrus Varieties                      | 09/573,324<br>May 18, 2000  | 6,340,482<br>Jan. 22, 2002 | US      |
| 5)  | Methods for Inducing<br>Weight Loss in a Human<br>with Materials Derived<br>from Citrus Varieties                      | 09/995,633<br>Nov. 29, 2001 | N/A                        | US      |
| 6)  | The Regulation of<br>Appetite, Body Weight<br>and Athletic Function<br>with Materials Derived<br>from Citrus Varieties | 2248854<br>Sep. 30, 1996    | 2248854<br>Mar. 30, 2004   | CA      |
| 7)  | The Regulation of Body<br>Weight with Materials<br>Derived from Citrus<br>Varieties                                    | 96934144.5<br>Sep. 30, 1996 | 0885008<br>Dec. 30, 2009   | EP      |
| 8)  | Regulation von<br>Körpergewicht durch<br>Materialien basierend auf<br>Zitrusvariationen                                | 96934144.5<br>Sep. 30, 1996 | 0885008<br>Dec. 30, 2009   | СН      |

| No. | Title  | App'n No. /<br>Filing Date      | Patent No. /<br>Issue Date | Country |
|-----|--|---------------------------------|----------------------------|---------|
| 9)  | Regulation von<br>Körpergewicht durch<br>Materialien basierend auf<br>Zitrusvariationen                                | 96934144.5<br>Sep. 30, 1996     | 0885008<br>Dec. 30, 2009   | DE      |
| 10) | Regulacion del Peso<br>Corporal con Materiales<br>Derivados de Variedades<br>del Genero de Citricos                    | 96934144.5<br>Sep. 30, 1996     | 0885008<br>Dec. 30, 2009   | ES      |
| 11) | Regulation du Poids du<br>Corps avec des Matieres<br>Derivees de Varietes de<br>Citrus                                 | 96934144.5<br>Sep. 30, 1996     | 0885008<br>Dec. 30, 2009   | FR      |
| 12) | The Regulation of Body<br>Weight with Materials<br>Derived from Citrus<br>Varieties                                    | 96934144.5<br>Sep. 30, 1996     | 0885008<br>Dec. 30, 2009   | GB      |
| 13) | The Regulation of Body<br>Weight with Materials<br>Derived from Citrus<br>Varieties                                    | 96934144.5<br>Sep. 30, 1996     | 0885008<br>Dec. 30, 2009   | IT      |
| 14) | The Regulation of<br>Appetite, Body Weight<br>and Athletic Function<br>with Materials Derived<br>from Citrus Varieties | PCT/US96/16213<br>Sep. 30, 1996 | N/A                        | РСТ     |

ā.