# 503041805 10/30/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3088404

SUBMISSION TYPE:		CORRECT	TIVE ASSIGNMENT		
NATURE OF CONVEY	ANCE:	PARTY NA	Assignment to correc AME previously record hereby confirms the	ded on Reel 03	
CONVEYING PARTY	DATA				
		Name			Execution Date
CHICK CART, INC.				0	3/12/2014
RECEIVING PARTY	ΟΑΤΑ				
Name:	INTER	HEALTH NUTRA	CEUTICALS INCORF	PORATED	
Street Address:	5451 IN	IDUSTRIAL WAY	(		
City:	BENEC	IA			
State/Country:	CALIFO	RNIA			
Postal Code:	94510				
PROPERTY NUMBER	RS Total: 2				
Property Typ	e	N	lumber		
Patent Number:		7083820			
Patent Number:		7846487			
CORRESPONDENCE	DATA				
Fax Number:		(302)636-5454			
Correspondence will using a fax number,					
Phone:	•	202-408-3121 X6	·		
Email:		jpaterso@cscinfo			
Correspondent Name	e:		SERVICE COMPAN		
Address Line 1:		1090 VERMONT WASHINGTON,	AVENUE NW, SUIT	E 430	
Address Line 4:					
NAME OF SUBMITTER	R:	JEAN PAT	ERSON		
SIGNATURE:		/jep/			
DATE SIGNED:		10/30/2014	4		
Total Attachments: 8					
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source=10-30-14 Chick		•			
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source=10-30-14 Chick	Cart-PT#p	age5.tif			
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source=10-30-14 Chick Cart-PT#page6.tif source=10-30-14 Chick Cart-PT#page7.tif source=10-30-14 Chick Cart-PT#page8.tif

## 502830784 05/30/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2877380

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY	' DATA					
		Name	Execution Date			
CHICK CART, INC.			03/12/2014			
RECEIVING PARTY						
Name:		INTERHEALTH NUTRADEUTICALS INCORPORATED				
Street Address:	5451 IN	5451 INDUSTRIAL WAY				
City:	BENECI	BENECIA				
State/Country:	CALIFO	CALIFORNIA				
Postal Code:	94510					
	RS Total: 2					
Property Type		Number				
		/083820				
		/846487				
CORRESPONDENCE Fax Number:		302)636-5454				
Fax Number:	(3	302)636-5454 the e-mail address first: if that is unsucce	sstul, it will be sent			
Fax Number: Correspondence will using a fax number,	;) I be sent to i if provided;	the e-mail address first; if that is unsucce if that is unsuccessful, it will be sent via (	ssful, it will be sent US Mail.			
Fax Number: <i>Correspondence will using a fax number,</i> Phone:	(: I be sent to i if provided; 2	the e-mail address first; if that is unsucce if that is unsuccessful, it will be sent via ( 02-408-3121 X62348	ssful, it will be sent US Mail.			
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Fax Number: <i>Correspondence will</i> <i>using a fax number,</i> Phone: Email: Correspondent Name	(( I <b>be sent to</b> r if provided; 2 jp e: C	the e-mail address first; if that is unsucced if that is unsuccessful, it will be sent via 02-408-3121 X62348 paterso@cscinfo.com CORPORATION SERVICE COMPANY	ssful, it will be sent US Mail.			
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Fax Number: <i>Correspondence will</i> <i>using a fax number,</i> Phone: Email: Correspondent Name Address Line 1: Address Line 4:	(( <i>if provided;</i> 2 jr e: C 1/ W	the e-mail address first; if that is unsucced if that is unsuccessful, it will be sent via 02-408-3121 X62348 paterso@cscinfo.com CORPORATION SERVICE COMPANY	ssful, it will be sent US Mail.			
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Fax Number: Correspondence will using a fax number, Phone: Email: Correspondent Name Address Line 1: Address Line 4: IAME OF SUBMITTER IGNATURE: ATE SIGNED: otal Attachments: 6	(; <i>if provided;</i> 2 jr e: C 1/ W R:	the e-mail address first; if that is unsucced if that is unsuccessful, it will be sent via to 02-408-3121 X62348 baterso@cscinfo.com CORPORATION SERVICE COMPANY 090 VERMONT AVENUE NW, SUITE 430 VASHINGTON, D.C. 20005 JEAN PATERSON /jep/ 05/30/2014	ssful, it will be sent US Mail.			
Fax Number: Correspondence will using a fax number, Phone: Email: Correspondent Name Address Line 1: Address Line 4: AME OF SUBMITTER IGNATURE: ATE SIGNED: otal Attachments: 6 purce=5-30-14 Chick (	(( <i>if provided;</i> 2 jr e: C 10 M R: Cart-PT#page	the e-mail address first; if that is unsucce- if that is unsuccessful, it will be sent via to 02-408-3121 X62348 baterso@cscinfo.com CORPORATION SERVICE COMPANY 090 VERMONT AVENUE NW, SUITE 430 VASHINGTON, D.C. 20005 JEAN PATERSON /jep/ 05/30/2014	ssful, it will be sent US Mail.			
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Fax Number: Correspondence will using a fax number, Phone: Email: Correspondent Name Address Line 1: Address Line 4: IAME OF SUBMITTER IGNATURE: DATE SIGNED: Total Attachments: 6 ource=5-30-14 Chick ( ource=5-30-14 Chick (	(; <i>if provided;</i> <i>if provided;</i> 2 <i>j</i> F 2 <i>if</i> 2 <i>if</i> 2 <i>if</i> 2 <i>if</i> 2 <i>if</i> 2 <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i> <i>if</i>	the e-mail address first; if that is unsucced if that is unsuccessful, it will be sent via to 02-408-3121 X62348 baterso@cscinfo.com CORPORATION SERVICE COMPANY 090 VERMONT AVENUE NW, SUITE 430 VASHINGTON, D.C. 20005 JEAN PATERSON /jep/ 05/30/2014 e1.tif e2.tif e3.tif e4.tif e5.tif	ssful, it will be sent US Mail.			

#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "<u>Assignment</u>") is entered into as of March 12, 2014, by and between Chick Cart, Inc., an Arkansas corporation ("<u>Assignor</u>") and InterHealth Nutraceuticals Incorporated, a California corporation ("<u>Assignee</u>"). Capitalized terms used but not defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement (as defined below).

#### RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 12, 2014 (the "<u>Purchase Agreement</u>"), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all right, title and interest in, to and under the Purchased Assets (including, without limitation, the Assigned Patents (as defined below)), and Assignee has agreed to purchase and acquire all right, title and interest in, to and under the Purchased Assets from Assignor, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by execution and delivery of this Assignment, subject to the provisions of the Purchase Agreement.

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

1. <u>Assigned Patents</u>. "<u>Assigned Patents</u>" means the patents and patent applications, including, without limitation, any continuation, continuation-in-part, divisional and provisional applications and any patents issuing thereon and any reissues, reexaminations, substitutes and extensions of any of the foregoing, in each case, included in the Purchased Assets, including, without limitation, the patents and patent applications set forth on <u>Schedule 1</u> attached hereto.

2. <u>Assignment</u>. Subject to the terms and conditions of this Assignment and the Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title, and interest throughout the world in, to and under the Assigned Patents, together with all rights, claims and privileges pertaining to any of the Assigned Patents, including, without limitation, (a) the right to prosecute and maintain any of the Assigned Patents, (b) the right to sue and recover damages for past, present and future infringement, dilution or violation of any of the Assigned Patents and (c) the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the Assigned Patents.

3. <u>Further Assurances</u>. Assignor shall take all actions reasonably requested by Assignee and shall execute any documents as may be reasonably requested by Assignee, from time to time, to fully vest or perfect in Assignee all right, title and interest in, to and under all of the Assigned Patents. Such actions shall include, without limitation, providing documents and

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information useful or necessary for Assignee or any of its Affiliates, designees or agents to prosecute or maintain any registration or application for any of the Assigned Patents or pursue or defend any administrative, court or other Legal Proceeding involving any of the Assigned Patents.

4. <u>Conflicts with Purchase Agreement</u>. To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

5. <u>Severability</u>. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6. <u>Headings</u>. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

7. <u>Notices</u>. Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in the Purchase Agreement. Any party hereto may change its address for receiving notices, requests and other documents by giving written notice of such change to the other parties hereto in accordance with the Purchase Agreement.

8. <u>No Third Party Beneficiaries</u>. This Assignment shall not confer any rights or remedies upon any Person other than Assignee and Assignor and their respective successors and permitted assigns.

9. <u>Successors</u>. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. <u>Governing Law</u>. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon or arising out of, this Assignment or the transactions contemplated by this Assignment (whether based upon contact, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to any conflict of laws provisions that would require the application of the Law of any other jurisdiction.

11. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts (including by facsimile or electronic transmission), each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

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12. <u>Entire Agreement</u>. This Assignment and the Purchase Agreement (including the schedules and exhibits hereto and thereto) represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof and thereof.

13. <u>Amendment</u>. This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Assignor and Assignee or (b) by a waiver in accordance with <u>Section 14</u>.

14. <u>Waiver</u>. Any waiver of any term or condition of this Assignment shall be valid only if set forth in an instrument in writing signed by Assignor and Assignee. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment. The failure of a party or parties hereto to assert any of their rights hereunder shall not constitute a waiver of any of such rights.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

## CHICK CART, INC.

By:

Name: Marvin L. Schilling Title: President

### INTERHEALTH NUTRACEUTICALS INCORPORATED

By: \_\_\_\_\_\_\_ Name: Paul S. J. Dijkstra Title: Chief Executive Officer

#### [SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first set forth above.

CHICK CART, INC.

By: \_\_\_\_\_\_ Name: Marvin L. Schilling Title: President

INTERHEALTH NUTRACEUTICALS INCORPORATED By: Name: Paul S. J. Dijkstra Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

**Schedule 1** 

# **Assigned Patents**

\*Pending issuance of China Patent Application No. 201110130611.4.

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