

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3625261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSHUA VELSON	12/13/2012
SINA SALEHI OMRAN	12/13/2012
JEFFREY ZHOU	12/13/2012
RACHEL LICHT	12/12/2012
CLARK K. COLTON	12/13/2012
WILLIAM DALZELL	12/13/2012
RECEIVING PARTY DATA	
Name:	SUSTAINABLE HEALTH ENTERPRISES (SHE)
Street Address:	102 EAST 22ND STREET
Internal Address:	SUITE 8G
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14562222
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	DocketingDept-CLT@alston.com
Correspondent Name:	ALSTON & BIRD
Address Line 1:	101 SOUTH TRYON STREET
Address Line 2:	SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	054442/454938
NAME OF SUBMITTER:	ZACHARY A. HIGBEE
SIGNATURE:	/Zachary A. Higbee/
DATE SIGNED:	11/20/2015

Total Attachments: 49

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IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Joshua Velson ("Individual"), an individual residing at 1 Broad Parkway Apt 5C, White Plains NY 10601. SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, together with other good and valuable consideration, including the consideration provided for below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means: (a) ownership, directly or through one or more intermediaries, of (i) more than 50 percent of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than 50 percent of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership; or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation, or other entity, or the right to direct the management and policies of a corporation or other entity.

1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

1.3 "Licensing Revenue" shall mean any revenue received by SHE as a result of licensing to a Third Party any patent that issues from the Applications minus all costs associated with any such licensing, including but not limited to any administrative costs associated with managing or implementing the licenses and any legal costs associated with any such licenses.

1.4 "Publication" shall be given the same definition as in the United States Copyright Act, 17 U.S.C. § 101.

1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

2. Assignment.

2.1 Individual hereby sells, assigns, and transfers to SHE all of its right, title and interest of every kind and character throughout the world to the Applications including to any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for SHE's own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Individual if this Agreement had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

3.3 To the extent the outcome of the Analysis determines that the Individual is not an inventor on any Application, then this Agreement shall terminate immediately.

4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other, provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schapf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8G
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

Joshua Velson
1 Broad Parkway
Apt No. 5C
White Plains, NY 10601
Email: velsonj@alum.mit.edu

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.


[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By: _____
Name: _____
Title: _____

Individual:

By: 
Name: Joshua C. Nelson
Title: Inventor

IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Sina Salehi Omran ("Individual"), an individual residing at 2139 ACKLEN AVE. APT. C NASHVILLE TN 37212 SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

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1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

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1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

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2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

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4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other; provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schaprf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8G
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

SINA SALEHI OMRI
2139 ACKLEN AVE. APT. C
NASHVILLE, TN 37212

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of Individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.

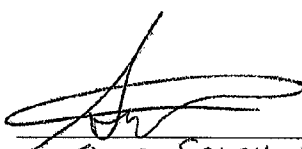
[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By: _____
Name: _____
Title: _____

Individual:

By:  12/13/2012
Name: SINA SALEHI OMRAH
Title: CO-INVENTOR

IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Jeff Zhou ("Individual"), an individual residing at 41 Howland Lane, Getzville NY 14068. SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries;

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, together with other good and valuable consideration, including the consideration provided for below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means: (a) ownership, directly or through one or more intermediaries, of (i) more than 50 percent of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than 50 percent of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership; or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation, or other entity, or the right to direct the management and policies of a corporation or other entity.

1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

1.3 "Licensing Revenue" shall mean any revenue received by SHE as a result of licensing to a Third Party any patent that issues from the Applications minus all costs associated with any such licensing, including but not limited to any administrative costs associated with managing or implementing the licenses and any legal costs associated with any such licenses.

1.4 "Publication" shall be given the same definition as in the United States Copyright Act, 17 U.S.C. § 101.

1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

2. Assignment.

2.1 Individual hereby sells, assigns, and transfers to SHE all of its right, title and interest of every kind and character throughout the world to the Applications including to any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for SHE's own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Individual if this Agreement had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

3.3 To the extent the outcome of the Analysis determines that the Individual is not an inventor on any Application, then this Agreement shall terminate immediately.

4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other, provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schapf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8Q
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

Jeff Zhou
41 Highland Lane
Getzville, NY 14068

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of Individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.

[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By: _____
Name: _____
Title: _____

Individual:

By: Jeffrey Zhao
Name: Jeffrey Zhao
Title: CEO

IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Rachel Licht ("Individual"), an individual residing at 3533 Regent Ct. Allentown PA 18103. SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, together with other good and valuable consideration, including the consideration provided for below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means: (a) ownership, directly or through one or more intermediaries, of (i) more than 50 percent of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than 50 percent of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership; or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation, or other entity, or the right to direct the management and policies of a corporation or other entity.

1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

1.3 "Licensing Revenue" shall mean any revenue received by SHE as a result of licensing to a Third Party any patent that issues from the Applications minus all costs associated with any such licensing, including but not limited to any administrative costs associated with managing or implementing the licenses and any legal costs associated with any such licenses.

1.4 "Publication" shall be given the same definition as in the United States Copyright Act, 17 U.S.C. § 101.

1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

2. Assignment.

2.1 Individual hereby sells, assigns, and transfers to SHE all of its right, title and interest of every kind and character throughout the world to the Applications including to any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for SHE's own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Individual if this Agreement had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

3.3 To the extent the outcome of the Analysis determines that the Individual is not an inventor on any Application, then this Agreement shall terminate immediately.

4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other; provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schaprf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8G
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

Rachel Licht
3533 Regent Ct.
Allentown PA 18103

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of Individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.

[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By: _____
Name: _____
Title: _____

Individual:

By: Rachel Licht
Name: ~~_____~~ 12/12/12
Title: co-inventor

IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Clark Colton ("Individual"), an individual residing at 279 Commonwealth Ave, Newton, MA 02467. SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, together with other good and valuable consideration, including the consideration provided for below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means: (a) ownership, directly or through one or more intermediaries, of (i) more than 50 percent of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than 50 percent of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership; or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation, or other entity, or the right to direct the management and policies of a corporation or other entity.

1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

1.3 "Licensing Revenue" shall mean any revenue received by SHE as a result of licensing to a Third Party any patent that issues from the Applications minus all costs associated with any such licensing, including but not limited to any administrative costs associated with managing or implementing the licenses and any legal costs associated with any such licenses.

1.4 "Publication" shall be given the same definition as in the United States Copyright Act, 17 U.S.C. § 101.

1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

2. Assignment.

2.1 Individual hereby sells, assigns, and transfers to SHE all of its right, title and interest of every kind and character throughout the world to the Applications including to any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for SHE's own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Individual if this Agreement had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

3.3 To the extent the outcome of the Analysis determines that the Individual is not an inventor on any Application, then this Agreement shall terminate immediately.

4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other; provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schaprf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8G
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

Clark K. Colton
279 Commonwealth Ave
Newton, MA 02467
ckcolton@mit.edu

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of Individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.

[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By:
Name:
Title:

Individual:

By:
Name:
Title:

Clark K. Colton
Clark K. Colton
Professor

IP ASSIGNMENT AND ROYALTY AGREEMENT

This IP ASSIGNMENT AND ROYALTY AGREEMENT (this "Agreement") is made as of December 13, 2012 ("Effective Date"), by and between Sustainable Health Enterprises ("SHE"), a Delaware Corporation and Bill Dalzell ("Individual"), an individual residing at 300 OLD OCEAN ST. MARSHFIELD, MA. SHE and Individual shall be collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, SHE is a not-for-profit organization that seeks to bring market based solutions to developing countries

WHEREAS one such market-based solution is the manufacture of fiber-based products, such as sanitary pads, for women in developing country;

WHEREAS, Individual has assisted SHE in researching an improved method for manufacturing fiber-based products;

WHEREAS, Individual desires to assign to SHE, and SHE desires to have assigned to it, all of Individual's right, title, and interest in any patent to the Invention; and

WHEREAS, SHE desires to provide Individual certain royalty payments.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, together with other good and valuable consideration, including the consideration provided for below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Affiliate" shall mean, with respect to a Party, any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of this definition, "control" means: (a) ownership, directly or through one or more intermediaries, of (i) more than 50 percent of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (ii) more than 50 percent of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership; or (b) any other arrangement whereby an entity or person has the right to elect a majority of the Board of Directors or equivalent governing body of a corporation, or other entity, or the right to direct the management and policies of a corporation or other entity.

1.2 "Applications" shall mean U.S. Patent Application Serial Nos. 61/292,692 and 12/985,301 and International Publication No. PCT/US2011/020270.

1.3 "Licensing Revenue" shall mean any revenue received by SHE as a result of licensing to a Third Party any patent that issues from the Applications minus all costs associated with any such licensing, including but not limited to any administrative costs associated with managing or implementing the licenses and any legal costs associated with any such licenses.

1.4 "Publication" shall be given the same definition as in the United States Copyright Act, 17 U.S.C. § 101.

1.4 "Third Party" shall mean any or person who is not a Party or an Affiliate of a Party.

2. Assignment.

2.1 Individual hereby sells, assigns, and transfers to SHE all of its right, title and interest of every kind and character throughout the world to the Applications including to any patents that may issue thereon, and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom, for SHE's own use and enjoyment and for the use and enjoyment of its successors, assigns, licensees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Individual if this Agreement had not been made, together with all damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2.2 Individual agrees that it will communicate to SHE or its representatives any facts known to Individual respecting the improvements and inventions covered by the Applications, and testify in any legal proceedings, sign all lawful papers, including but not limited to documents necessary to prosecute the Applications and to file an appropriate assignment for the Applications, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid SHE, its successors, assigns and nominees, to perfect such right, title and interest in the Applications in SHE and to obtain and enforce proper protection for the Applications in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2.3 To the extent reasonably available, Individual shall transfer, or cause to be transferred to, SHE (or its designee or representatives) the complete original files related to the Applications, all documents and files in its possession, custody or control, including those in the possession, custody or control of attorneys or agents of Individual, and all additional information that SHE may need to prosecute any patents related to the Applications. Notwithstanding the foregoing Individual may keep a copy of any such files for himself/herself.

2.4 Individual authorizes and requests the U.S. Commissioner of Patents and Trademarks and foreign patent offices to record SHE as the owner of the Applications and any

patents comprising the Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent thereon to SHE, as assignee of Individual's entire right, title and interest in, to and under the same, for the sole use and enjoyment of SHE, its successors, assigns or other legal representatives.

2.5 For avoidance of doubt, nothing in Paragraph 2.1 is intended to restrict Individual's Publication rights, and Individual shall have Publication rights on all subject matter related to the Applications.

3. Inventorship

3.1 To ensure correct inventorship of the Applications, the Parties will commission a law firm, other than Alston & Bird and Morrison & Forrester, mutually selected by the Parties, to engage in an independent inventorship analysis of the Applications ("Analysis"). The Parties hereby agree to be bound by the outcome of the Analysis. Those individuals whose inventive contribution will be analyzed and who will be contacted and interviewed about their inventive contribution include: Clark Colton, Jeff Zhou, Joshua Velson, Rachel Licht, Bill Dalzell, Sina Salehi Omran, Elizabeth Scharpf, Liying Huang, and Hanna Brice. Each of these individuals will receive a copy of the Analysis.

3.2 To the extent that the Analysis determines that the inventors listed on the Applications need to be amended, SHE agrees that it will immediately inform its patent counsel to take steps to amend and correct the Applications' inventorship so that the listed inventors are those determined by the Analysis.

3.3 Any person deemed to be an inventor as a result of the Analysis will be apprised in a timely manner of actions and response to the USPTO in connection with the Applications.

3.3 To the extent the outcome of the Analysis determines that the Individual is not an inventor on any Application, then this Agreement shall terminate immediately.

4. Royalties, Payment and Taxes.

4.1 In consideration for Individual's assignment of the Applications, SHE shall pay Individual a 4% royalty on any Licensing Revenue that SHE receives (the "Royalty"). SHE will pay Individual the Royalty on a bi-annual basis. Payments for Royalties during the first half of the year will be due on July 15th. Payments for Royalties during the second half of the year will be due on January 15th. SHE will provide Individual a written report detailing the calculation of the Royalty at the time of payment of the Royalty. In addition, SHE will maintain reasonable records with respect to any royalty payments received so that the Royalty payable hereunder may be determined.

4.2 Notwithstanding the Paragraph 4.1, SHE will not begin paying Individual the Royalty until after SHE has recouped: 1) all out-of-pocket costs associated with procuring a licensing agreement with a Third Party for the Applications and any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof; and 2) all out-of-pocket costs associated with the filing and prosecution of the Applications and any

continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof.

4.3 Individual shall be responsible for payment of all taxes, including federal, state and local taxes, arising out of the Individual's activities in accordance with this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Individual shall defend, indemnify, and hold harmless SHE, and any of its successor or assigns, from and against any and all liability for taxes or penalties arising out of the Individual's failure to pay or withhold taxes.

5. Representations and Warranties.

5.1 Individual represents and warrants to SHE that:

- (i) Individual has full power and has all rights and authority to enter into this Agreement and to assign the Applications and any and all rights therein to SHE in accordance with this Agreement;
- (ii) Individual will not grant and has not granted any rights in the Applications to any third party;
- (iii) To the best of Individual's knowledge at the time of the Execution of this Agreement, none of the Applications or any combination thereof, infringes, or otherwise violates or misappropriates any copyright, patent, trade secret, trademark or other proprietary or intellectual property right(s) held by any third party;
- (iv) The terms of this Agreement do not violate and will not cause Individual to violate any obligation or agreement Individual may have with any third party;
- (v) Individual will not make publicly available, distribute or otherwise commercialize, any embodiment disclosed in the Applications except insofar as the action is associated with a noncommercial publication of a written paper or presentation at a scientific meeting;
- (vi) No claim or proceeding is pending or threatened against Individual asserting that any of the Applications infringes upon the rights of any other person;
- (vii) No outstanding agreement or encumbrance is in existence that is inconsistent with the provisions of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force until the expiration of all patents that may issue from the Applications.

6.2 Termination Events. Notwithstanding the foregoing, SHE may terminate this Agreement immediately upon the occurrence of any one of the following events:

- (i) If Individual breaches any term of this Agreement, and in the case of a breach capable of being remedied shall have failed to remedy such breach within twenty (20) days after the receipt from SHE of written notice of, and request to cure, such breach;
- (ii) If Individual should die;
- (iii) Individual shall have taken any action materially derogating or reducing the value of this Agreement or, the Applications;
- (iv) Individual shall have made, or shall have attempted to have made, any assignment or license of any of the Applications to a third party in violation of this Agreement;
- (v) If all other inventors who participated in and contributed to the Project do not also assign their rights in the Applications to SHE.

6.3 Effect of Termination. Upon expiration or termination of this Agreement, neither party will have any further obligation to the other; provided, however, that (i) no expiration or termination will prejudice any claim either party may have under this Agreement that arises prior to the effective date of such termination, and (ii) expiration or termination of this Agreement will not terminate or otherwise adversely affect the rights, obligations and terms set forth in Section 2 (which will survive termination as independent obligations, subject to any survival limitations in each respective section).

7. Notice; Liability

7.1 Notices. All notices, requests, permissions, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) five business days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one business day following sending by overnight delivery through FedEx, UPS or DHL and, in each case, addressed to a party (with signature required) at the following address for such party. Notices shall also be sent by email to the email address for such party listed below.

If to SHE:

Elizabeth Schaprf
Sustainable Health Enterprises
102 East 22nd Street, Suite 8G
NY, NY 10010
Email: ems@sheinnovates.com

With a copy to:
Natalie Clayton
Alston & Bird
90 Park Avenue
New York, NY 10016
Email: natalie.clayton@alston.com

If to Individual:

WILLIAM DALZELL
MASSACHUSETTS INSTITUTE OF TECHNOLOGY
ROOM 66-450
77 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139

A party may change the address provided above for its receipt of notice by providing the other party with written notice of its new address pursuant to the terms of this Section.

7.2 Limitation on Liability. IN NO EVENT SHALL SHE BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER THEORY) TO INDIVIDUAL FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFIT OR BUSINESS) ARISING OUT OF THIS AGREEMENT.

8. Miscellaneous.

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The exclusive jurisdiction for any action arising out of or in connection with this Agreement shall be the state or federal courts of New York County, New York and, by execution of this Agreement, the Parties expressly waive any challenges to venue or personal jurisdiction in New York County, New York.

8.2 Assignment. Individual may not assign all or any portion of this Agreement or delegate any of Individual's rights or obligations hereunder, by operation of law or otherwise. SHE may, without Individual's consent, assign this Agreement or delegate any of its rights or obligations under this Agreement to any third party. All provisions of this Agreement and any Schedule shall be binding upon, inure to the benefit of, and be enforceable by and against, the respective successors and permitted assigns of SHE.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto. This Agreement may be executed and delivered by facsimile or electronic delivery signature and upon such delivery such signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The original signature copy shall be delivered to the other Party by express overnight delivery. The failure to deliver the original signature copy and/or the non receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

8.4 Execution of Additional Documents or Other Acts. The Parties agree to perform such acts, obtain such additional approvals and execute such further documents as may be reasonably required to further the purposes of this Agreement.

8.5 Waiver. Any waiver by either Party of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

8.6 Severability of Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

8.7 Entire Agreement. This Agreement (including any schedules and attachments hereto, all of which are incorporated herein by reference) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement. This Agreement supersedes all prior proposals, agreements, representations and other communications, whether written or oral, between the Parties concerning such subject matter. No terms, conditions, or warranties, other than those written in this Agreement, and no amendments or modifications of this Agreement will be binding on the Parties unless in writing and signed by the Parties.

8.8 Delayed or Prevented Performance. If either Party is delayed or prevented from fulfilling its respective obligations under this Agreement by any cause beyond its reasonable control, including any adverse action by government authorities, then that Party will not be liable under this Agreement for that delay or failure.

8.9 Independent Status. Individual is not an agent, partner, or joint venturer of SHE or any of its Affiliates. Individual shall not offer or agree to incur or assume any obligations or commitments in the name of or for SHE or its Affiliates without the prior written consent and authorization of SHE.


[Signatures on Next Page]

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Sustainable Health Enterprises

By: _____
Name: _____
Title: _____

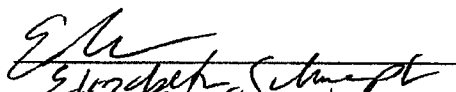
Individual:

By:  _____
Name: WILLIAM DALZELL
Title: LECTURER

IN WITNESS WHEREOF, the duly authorized Parties hereto have caused this Agreement to be executed as of the day and year first above written.


Sustainable Health Enterprises

By:
Name:
Title:


Elizabeth Schmitt
Chief Investigator Officer

Individual:

By:
Name:
Title:


WILLIAM DALZELL
LECTURER