

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3678282

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VINCENT C. GIAMPAPA	08/14/2013
RECEIVING PARTY DATA		
Name:	LIFE SCIENCE INSTITUTE, LLC	
Street Address:	87 VALLEY ROAD	
City:	MONTCLAIR	
State/Country:	NEW JERSEY	
Postal Code:	07042	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	61608480	
Application Number:	13785691	
PCT Number:	US2013029633	
Application Number:	14509523	
Application Number:	14922353	
CORRESPONDENCE DATA		
Fax Number:	(512)610-3456	
<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>		
Phone:	(512) 610-3410	
Email:	rjones@conleyrose.com	
Correspondent Name:	BARRY NEWBERGER - CONLEY ROSE, P.C.	
Address Line 1:	13413 GALLERIA CIRCLE, SUITE 100	
Address Line 4:	AUSTIN, TEXAS 78738	
ATTORNEY DOCKET NUMBER:	7167-200;201;202;207;208	
NAME OF SUBMITTER:	BARRY S. NEWBERGER	
SIGNATURE:	/bsnewberger/	
DATE SIGNED:	12/31/2015	
Total Attachments: 13		
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EMPLOYMENT AGREEMENT

This Agreement ("Agreement"), dated as of August 14, 2013 (the "Effective Date"), is by and between **LIFE SCIENCE INSTITUTE, LLC** a Delaware limited liability company doing business as CellHealth Institute and having an office at 87 Valley Road, Montclair, New Jersey 07042 ("Company") and **VINCENT GIAMPAPA** ("Executive") having an address at 320 German Valley Rd., Canadensis, PA 18325. Company and Executive may hereinafter be collectively referred to as the "Parties" and each a "Party".

RECITALS

WHEREAS, Executive is an original founder of Company and prior to the Effective Date a member of Company and an employee of Company serving as its chief medical officer;

WHEREAS, Executive is a party to that certain Investment Agreement of even date herewith by and among Executive, Company, CellHealth Holding, Ltd., a Cayman Islands company ("CHI Holding"), New Egg, Ltd., a Cayman Islands company, Douglas Giampapa, Richard Serbin, and John Malone (the "Investment Agreement");

WHEREAS, among other things, the Investment Agreement contemplates a change in the ownership of Company, with the Executive continuing to be employed by Company as its chief medical officer following such change in ownership;

WHEREAS, Company and Executive desire to formalize the employment relationship that will continue between Company and Executive from and after the Effective Date, as required under the terms of the Investment Agreement, by means of this Agreement; and

WHEREAS, among other things, the Investment Agreement contemplates Executive and Company entering into an agreement to terminate the license of all intellectual property from Executive, as licensor, to Company, as licensee, immediately prior to the execution of this Agreement, and for Executive to contribute that and other intellectual property to the capital of the Company (all such intellectual property hereafter referred to as "Assigned IP"), such termination and contribution to be memorialized under separate instruments contemporaneously herewith.

NOW, THEREFORE, Company and Executive, each in consideration of the promises of the other hereafter contained, agree as follows:

1. Term, Position and Responsibilities.

1.1. Executive agrees to serve as the Chief Medical Officer of the Company, for a term of employment commencing on the Effective Date and ending on the date that is the fifth (5th) anniversary of the Effective Date (the "Initial Employment Term"), unless terminated or renewed in accordance with the provisions of this Agreement. For purposes of this Agreement, the term "Employment Term" means the Initial Employment Term and each Renewal Term (as hereinafter defined).

1.2 The Initial Employment Term (and each Renewal Term) shall automatically be renewed and extended for an additional one (1) year period upon the last day of the Initial Employment Term and each extension thereof (the "Renewal Term"), unless (a) either Party

gives the other Party written notice, at least ninety (90) days prior to the end of the then-current Employment Term, of the intention of the Party giving notice not to renew the Employment Term, in which event, the Employment Term shall terminate on the last day of the then-current Employment Term or (b) the Parties agree in writing to a different Employment Term or otherwise to modify or amend the terms of this Agreement.

1.3 Executive will report directly to the board of directors of Company (the "Board") with respect to the performance of his duties hereunder.

1.4 During the Employment Term, Executive shall have the authority, and perform the duties customarily associated with his title and office together with such additional duties of a senior executive nature and commensurate with his title as may from time to time be assigned by the Board. Without limiting the generality of the foregoing, Executive shall be responsible for (a) the global research and development efforts of Company and its Affiliates; (b) promoting the interests of Company and its Affiliates through Executive's global network of professional contacts; (c) providing medical services in Costa Rica and/or other clinical locations operated by the Company and its Affiliates; (d) making public appearances and publications for the benefit of the Company and its Affiliates, including without limitation, through participation in interviews, talk shows, infomercials, conferences, journals and other publications; and (e) public relations for the Company and its Affiliates. Services provided by Executive for the benefit of Affiliates of the Company shall be provided pursuant to agreements between Company and its Affiliates. The Parties acknowledge and agree that Executive currently maintains and intends to maintain following the Effective Date a private medical practice. Executive further agrees to reduce the time he devotes to his private medical practice to the extent necessary to perform his duties hereunder. To the extent that Executive's private medical practice as currently conducted winds down, Executive agrees to devote such freed up time from the practice to Executive's duties under this Agreement; provided however, in any event Executive shall devote an average of not less than three (3) full work days per calendar week to the performance of his duties hereunder. During the Employment Term, Executive shall not engage in professional pursuits other than Executive's private medical practice as described herein and Executive's employment hereunder. For the purpose of this Agreement, Affiliates of Company shall include the Subsidiaries (as hereinafter defined). The Company hereby agrees that if the Executive is paid for any public appearance including but not limited to television specials and appearance and the Executive is not appearing in his capacity as an employee or representative of the Company, the money received by the Executive shall be retained by him personally and shall not belong to the Company, and any associated expenses shall be the responsibility of the Executive. In the event Executive makes public appearances on behalf of the Company, in his capacity as an employee, representative, chief medical officer, or otherwise, the proceeds and expenses arising out of such appearances shall be for the account of the Company.

2. Loyalty and Diligence. Executive shall at all times exert his best efforts to promote the success of Company and its Affiliates and shall discharge his duties and responsibilities in a trustworthy manner. Executive shall do nothing which will in any way impair or prejudice the name or reputation of Company or its Affiliates.

3. Base Salary. During the Employment Term, subject to all of the terms and conditions of this Agreement, the Company shall pay the Executive a base monthly salary at the rate of \$33,333.33 ("Base Salary"), payable in accordance with Company's usual payroll policies, less such deductions or amounts to be withheld as shall be required by law. Executive's Base Salary shall be subject to annual review and potential increases effective as of

the first day of each year commencing January 1, 2015, which increases (if any) shall be in the sole discretion of the Board and, if any, in such amounts as the Board (or committee thereof) shall deem appropriate in its sole discretion.

3.1 The Company shall pay for Executive's Company related travel including: flights, hotel fees, and meals. Executive agrees to fly coach on any flight which is shorter than 4 hours. The Executive shall in his sole discretion have the option to use a corporate credit card or his personal card and then be reimbursed for the above reasonable expenses within 30 days after submitting reports. The Company shall further reimburse for the Executive cell phone and work related journals and books.

3.2 The Company shall pay for any cellular therapy, testing, supplement and/or medication use for the Executive's cellular and/or age management programs. The Company shall have the right to use this data for either clinical, media, promotional, or other purposes.

3.3 The Company shall pay the expenses for all future patents filed by the Executive as it relates to the Company's work product, such future patents being the sole property of the Company or its assigns.

4. Representations, Warranties, and Covenants of Executive.

4.1 Executive acknowledges that (a) the Investment Agreement would not be consummated, (b) that New Investor would not invest the funds provided for in the Investment Agreement, and (c) Executive would not receive equity in CHI Holding as contemplated in the Investment Agreement without Executive agreeing to the terms and conditions of this Agreement, including without limitation committing to a minimum Employment Term of five (5) years and devoting the professional time described in Section 1.3, such commitments being a material inducement to New Investor entering into the Investment Agreement.

4.2 In order to induce Company to enter into this Agreement with respect to the employment of Executive on the terms and conditions set forth herein, Executive hereby represents and warrants that he is not a party to or bound by any agreement, arrangement or understanding, written or otherwise, which, directly or indirectly, prohibits or in any manner restricts his ability to enter into and fulfill his obligations under this Agreement and/or to be employed by and serve as an employee of Company. Executive is not subject to any pending or, to Executive's knowledge, threatened claim, action, judgment, order, or investigation that could adversely affect his ability to perform his obligations under this Agreement or the business reputation of the Company.

4.3 Executive hereby represents and warrants that he holds a valid and unrestricted license to practice medicine in the State of New Jersey, New York and the country of Costa Rica.

5. Other Benefits.

During the Employment Term, Executive shall be entitled to participate in all of Company's benefit plans such as group life insurance, hospitalization, medical and disability plans, in accordance with their provisions, and other benefits extended by Company from time to time to its employees, such as vacations, holidays, sick leave, savings and retirement plans,

and related programs, all to the same degree as other senior executives of the Company. Company may, at any time, modify, amend and/or terminate any of these plans or benefits with respect to all of its employees, to the extent permitted by law, without obligation to Executive.

6. Termination.

6.1 Notwithstanding the provisions of Section 1 hereof, or any other provision of the Agreement regarding termination or discharge, this Agreement and Executive's employment with Company shall terminate upon the first to occur of any of the following:

(a) non-renewal and expiration of the Employment Term as provided in Section 1 hereof;

(b) the death of Executive;

(c) the physical or mental disability or incapacity of Executive, whether total or partial, if he is unable to perform substantially his duties hereunder (as determined by the Board in good faith): (i) for a period of two (2) consecutive months, or (ii) shorter periods aggregating three (3) months during any twelve (12) month period, such termination to be effective thirty (30) days after written notice of such decision has been delivered by Company to Executive;

(d) written notice at any time from Company to Executive of termination of Executive's employment hereunder;

(e) the failure of Executive to cure any breach of any of the material terms of this Agreement, the Investment Agreement or any other agreement or instrument executed in connection with the Investment Agreement within (20) days after receipt of notice of the same if capable of being cured, or to commence the cure of any breach not capable of cure during the said cure period, provided the notice specifies the breach in sufficient detail so as to permit cure;

(f) the gross neglect by Executive of his duties hereunder continuing for five (5) days after written warning issued to Executive setting forth the conduct constituting such gross neglect with reasonable specificity;

(g) the failure of Executive to perform the duties and obligations of Executive hereunder, provided that Executive has been given written notice specifying in reasonable detail the nature of such failure to perform and Executive fails to cure such failure to perform to the reasonable satisfaction of the Board within thirty (30) days after receipt of such notice;

(h) the conviction of Executive or entering a plea of guilty or nolo contendere by the Executive to a crime that constitutes a felony in the jurisdiction involved;

(i) the commission by Executive of any material act of fraud against the Company;

(j) the failure of Executive to maintain a valid and unrestricted license to practice medicine in the States of New York and New Jersey and country of Costa Rica which is not cured within sixty business (60) days after the Executive becoming aware of any issue;

(k) the resignation of Executive other than as provided in subparagraph (a) or (l);

(l) the resignation of Executive by written notice to the Company for Good Reason; or

(m) at the option of Company upon the (A) sale of all or substantially all of the assets of Company and/or CHI Holding, or (B) the sale, exchange, or merger of all or substantially all of the ownership interests of Company and/or CHI Holding.

6.2 If Executive's employment is terminated by reason of the occurrence of any of the conditions specified in subparagraphs (a), (b), (c), or (m) of Section 6.1, Executive shall be entitled to the then current Base Salary paid through the effective date of termination.

6.3 If Executive's employment is terminated by reason of the occurrence of any of the conditions specified in subparagraphs (e), (f), (g), (h), (i), (j) or (k) of Section 6.1, Executive shall not be entitled to any further compensation by Company pursuant to this Agreement.

6.4 The termination of this Agreement by reason of any of the conditions specified in subparagraphs (e), (f), (g), (h), (i), (j) or (k) of Section 6.1, shall be deemed a material breach of this Agreement by Executive and shall be without prejudice to any other remedy Company may have at law or in equity.

6.5 Upon the termination by Company of this Agreement without Cause or for Good Reason, the Company shall pay Executive, as severance, the lesser of: (A) Executive's then current Base Salary for a period of twelve (12) months or (B) Executive's then current Base Salary for the remainder of the current Employment Term, in either case less withholding as required by law and payable in accordance with Company's normal payroll schedule; provided however Company's obligation to pay such severance pay shall be conditioned upon Executive executing and delivering to Company a release of all claims against Company and its Affiliates.

6.6 For purposes of this Agreement, the term "Cause" shall mean the occurrence of one or more of the circumstances or conditions described in subparagraphs (e), (f), (g), (h), (i), or (j) of Section 6.1.

6.7 For purposes of this Agreement, the term "Good Reason" shall mean (a) a material breach of this Agreement by the Company, which breach is not cured within thirty (30) days after Company's receipt of written notice from Executive specifying in reasonable detail the nature of the breach, and/or (b) the responsibilities of Executive hereunder are materially diminished by the Board without Cause.

7. Confidential Information.

7.1 Executive hereby recognizes for the purposes of this Agreement that all information, whether or not in writing, of a private, secret or confidential nature concerning

Company's business, business relationships or financial affairs (collectively, "Confidential Information") is and shall be the exclusive property of Company. By way of example, but not limitation, Confidential Information includes all Proprietary Information, Inventions, patents, products, processes, methods, techniques, formulas, formulations, recipes, projects, developments, plans, research data, financial data, pricing information, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company, but does not include information that is or was in the public domain now or at the time it first became known to the Executive. The Company acknowledges, that the Executive has been engaged in business similar to that of the Company and its affiliates for over 25 years prior to founding the Company and has gained substantial knowledge and experience regarding business from those business which are similar to the Company and its Affiliates (the "Prior Knowledge") that might be similar to the Confidential Information and the Company acknowledges that the Prior Knowledge is not Confidential to the extent the Prior Knowledge is generally available to the public and does not provide a competitive advantage to the Company. Notwithstanding anything herein to the contrary, the Assigned IP, and all information, know-how, and rights relating thereto, shall be deemed to provide a competitive advantage to the Company, its Affiliates, and their assigns, through licenses, or otherwise, and as such shall be considered Confidential Information to be protected hereunder.

7.2 In consideration of all the payments to be made, and other benefits to be made available, to Executive hereunder, Executive hereby agrees that he shall (i) not, directly or indirectly, disclose or use Company's Confidential Information other than in the ordinary course of the business of Company and for the benefit of the Company and/or its Affiliates (or as required by law or court order) during or after his employment hereunder without the prior written consent of Company; (ii) not directly or indirectly, take or remove any of Company's Confidential Information from Company's premises, whether in the form of manuals, printed sheets, reproductions, personal notes or otherwise, without the prior written consent of Company, and (iii) safeguard all Confidential Information at all times so that it is not exposed to, or taken by, unauthorized persons, and when Confidential Information is entrusted to him, exercise his best efforts to assure its safekeeping.

7.3 Executive will not and acknowledges that the Company has specifically instructed Executive not to disclose to the Company, use, or induce the Company to use any confidential or proprietary information or material belonging to others. Executive also will not use any third party's confidential or proprietary information in the performance of Executive's job duties for the Company, except as expressly authorized by such third party in writing. Additionally, during Executive's employment, the Company may receive from third parties their confidential information. Executive agrees to hold all such confidential information in the strictest confidence and not to take, use, publish, exploit or disclose it to any person or organization except as necessary in the course of Executive's employment with the Company and in accordance with any use agreement between the Company and such third party or as otherwise required by law or court order.

7.4 Notwithstanding any other provisions of this Agreement, information, in the public domain shall not be deemed or construed to be Confidential Information for the purposes of this Agreement or otherwise.

7.5 Executive further agrees to deliver to Company, immediately upon termination of this Agreement for any reason or at Company's request, all Confidential

Information and materials in the control or possession of Executive, including personal notes and reproductions, relating to the Company's business, and to permanently delete all digital forms of such Confidential Information from any computer, cellular phone or other digital or electronic device owned by Executive.

7.6 Executive hereby recognizes that Company's need for the forgoing confidentiality provisions of this Agreement is based on the fact that Company is engaged in a highly competitive business and would suffer great loss if Executive were to terminate his employment and thereafter compete with, induce, entice or attempt to hire any employees or solicit any suppliers or customers of Company. Furthermore, Executive recognizes that Company has expended substantial money to obtain the Confidential Information with which Executive will be personally entrusted and exposed to during the Employment Term, including without limitation Confidential Information which Executive has or will develop on behalf of Company.

8. Restrictive Covenants.

8.1 Executive agrees that he will not during the Employment Term and for a period of eighteen (18) months thereafter, directly or indirectly, by any means or device whatsoever for himself or on behalf of or in conjunction with any person or entity, compete with or be engaged in, or participate, directly or indirectly, any business competitive with the business of Company or its Affiliates. For purposes hereof, the term "participate in" shall mean: directly or indirectly, for his or its own benefit, or for, through or with any other person, firm, partnership, limited liability company, corporation or other entity, own, manage, control, loan money to, or participate in the ownership, management, operation, control of, or be connected as a director, manager, officer, employee, partner, shareholder, owner, consultant, agent, independent contractor, or otherwise with, or acquiesce in the use of his or its name in connection with any of the foregoing.

8.2 Executive agrees that he will not during the Employment Term and for a period of twelve (12) months thereafter, directly or indirectly, (i) hire or attempt to hire any person who was an employee, officer, director or manager of or consultant to, the Company or its Affiliates as of the date of termination or during the one (1) year period immediately preceding the date of termination for any type of employment (provided, however, that the foregoing will not prohibit Executive from making generalized searches for employees by the use of advertisements in the media or by engaging search firms to engage in searches that are not targeted or focused on such employees, officers, directors or consultants or hiring any person whose employment has been terminated by the Company), (ii) contact or solicit any customer of the Company who was a customer of the Company as of the date of termination or during the one (1) year period immediately preceding the date of termination for the purpose of (x) diverting or influencing any such customer to purchase any product from a business that competes with the Company or (y) manufacturing, marketing, selling or distributing any product that is, or is proposed to be, manufactured, marketed, sold or distributed by the Company as of the date of termination, or (iii) interfere with, disrupt or attempt to disrupt any present or prospective relationship, contractual or otherwise, between the Company and any vendor, supplier, dealer, distributor, customer, employee, consultant or other person having business dealings with Company as of the date of termination.

8.3 Executive agrees that Executive shall not, directly or indirectly, engage in any conduct or make any statement disparaging or criticizing in any way the Company or any of

its Affiliates, or any of their personnel nor, directly or indirectly, engage in any other conduct or make any other statement that could be reasonably expected to impair the goodwill of the Company or any of its Affiliates, the reputation of the Company or any of its Affiliates, in each case, except to the extent required by law, and then only after consultation with the Company to the extent possible, or to enforce the terms of this Agreement. The Company agrees that neither it nor any of its representatives shall, directly or indirectly, engage in any conduct or make any statement disparaging or criticizing in any way Executive nor, directly or indirectly, engage in any other conduct or make any other statement that could be reasonably expected to impair the reputation of Executive, except to the extent required by law, and then only after consultation with Executive to the extent possible, or to enforce the terms of this Agreement.

8.4 Since a breach of the provisions of Section 7 and/or Section 8 could not adequately be compensated by money damages, Company shall be entitled, in addition to any other right and remedy available to it, to an injunction restraining such breach or a threatened breach, and in either case no bond or other security shall be required in connection therewith, and Executive hereby consents to the issuance of such injunction.

9. Ownership of Information, Inventions, and Original Works. Executive hereby assigns to the Company any rights Executive may have or acquire in Proprietary Information (defined below) and recognizes that all Proprietary Information shall be the sole property of the Company and its assigns and that the Company and its assigns shall be the sole owner of all trade secret rights, patent rights, copyrights, and all other rights throughout the world (collectively, "Proprietary Rights") related thereto. "Proprietary Information" means trade secrets, confidential knowledge, data or any other proprietary information of the Company or its Affiliates. By way of illustration but not limitation, Proprietary Information includes: (i) trade secrets, inventions, ideas, processes, formulas, configurations, source and object codes, data, programs, other works of authorship, knowhow, improvements, discoveries, developments, products, machines, equipments, apparatus, articles of manufacture, biological materials, compounds, composition of matter, systems, methods, designs and techniques (hereinafter collectively referred to as "Inventions"); and (ii) tangible and intangible information relating to formulations, products, processes, know-how, designs, formulas, methods, developmental or experimental work, testing trials, improvements, discoveries, plans for research, new products, marketing, and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, vendors, investors, business partners, and customers. Executive further hereby assigns to the Company all of Executive's right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by Executive, either alone or jointly with others, during the Employment Term which (i) pertain to any line of business activity of the Company or its Affiliates, (ii) pertain to the field of medicine, medical treatments, healthcare, aging, and/or anti-aging, (iii) are aided by the use of time, material, facilities, personnel, or resources of the Company or its Affiliates, whether or not during working hours, or (iv) relate to any of Executive's work for the Company or its Affiliates during the Employment Term, whether or not during normal working hours ("Company Inventions"). Executive also assigns to, or as directed by, the Company all of Executive's right, title and interest in and to any and all Inventions, full title to which is required to be in the United States by a contract between the Company and the United States or any of its agencies. Executive also acknowledges that all original works of authorship which are made by Executive (solely or jointly with others) within the scope of the services that Executive provides to the Company and/or its Affiliates and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Executive

also agrees to promptly and fully disclose to the Company any and all Company Inventions produced from the execution of this Agreement and to assign to the Company in the future when any such Company Inventions are first reduced to practice or first fixed in a tangible form all of Executive's right, title and interest in and to any and all such Company Inventions. Executive further agrees, at the Company's expense, to assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end, Executive will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Executive will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. In the event the Company is unable for any reason, after reasonable effort, to secure Executive's signature on any document needed in connection with the actions specified in this Section 9, Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Executive's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 9 with the same legal force and effect as if executed by Executive. Executive hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Executive now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company. Executive agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by Executive and all Inventions made by Executive during the Employment Term, which records shall be available to and remain the sole property of the Company at all times. In connection with the current or future business of the Company and its Affiliates, Executive hereby grants to the Company as well as any Company successors or assigns, an irrevocable, unrestricted, perpetual, world-wide, royalty-free, non-exclusive right and license to use Executive's likeness, as well as Executive's name, face, voice, speeches, talks, images and presentations, and any of Executive's trademarks, copyrights, logos and other intellectual property associated therewith owned by Executive, as well as all necessary associated rights. Executive agrees that the foregoing grant includes at least the right to make, use, sell, offer to sell, import, export, reproduce, publicly display and publicly perform, and use for branding purposes any videos, photos, websites, sound recordings, marketing programs, publications, promotional materials, commercials, and advertisements related to the foregoing grant. Executive warrants and represents that the rights granted shall not be extinguished by the death of Executive or termination of this Agreement for any reason, and Executive additionally warrants and represents that he has obtained all necessary permissions and consents of any third-parties necessary for the foregoing grant. For the purposes of this Section 9, the term "Employment Term" shall be deemed to include all periods during which Executive has been, is, or will be employed or engaged by the Company, including without limitation periods prior to the Effective Date, or otherwise.

10. Review by Counsel: No Adverse Inference. Each Party acknowledges that it has consulted with its own legal counsel, who has participated in the drafting of this Agreement. In the event of any ambiguity(ies) in any provision hereof, there shall be no adverse inference drawn against either Party.

11. Notices. Any notice, request, demand and other communication provided for by this Agreement shall be sufficient if in writing and if delivered personally by hand or sent by registered or certified mail (return receipt requested) to Executive at the last address he has

filed in writing with Company, or in the case of Company, at its principal executive offices to the attention of its General Counsel, with a copy to Eric S. Schaeffer, The Schaeffer Law Firm, 4203 Yoakum Blvd., Suite 200, Houston, Texas 77006. Any such notice, request, demand or other communication shall be deemed given when received, if delivered by hand, or when signed for by the addressee or its/his agent, if sent by registered or certified mail.

12. Arbitration: Interim Awards.

12.1 Any and all disputes arising under or in connection with this Agreement or Executive's employment by Company shall be resolved by arbitration in Houston, Texas pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The award in arbitration shall include an award of the costs of arbitration and legal fees and expenses to the Party substantially prevailing in any such arbitration; however, if both Parties substantially prevail as to separate issues, the award shall equitably apportion the costs, fees and expenses between the Parties. Notwithstanding the foregoing, nothing herein shall prevent a Party from obtaining equitable relief from any court of competent jurisdiction to enforce the provisions of Sections 7 and 8.

12.2. Notwithstanding any provision of this Agreement to the contrary or inconsistent herewith, Company shall not withhold any payment(s) otherwise due hereunder to Executive unless Company first gives five (5) days advance written notice to Executive and such five (5) day notice period expires without Executive disputing the withholding of such payment and demanding arbitration. In the event Executive demands arbitration, the disputed payment(s) shall be made subject to any interim award directing the Parties as to how to proceed with respect to such payment(s) pending arbitration.

13. Assignment; Heirs and Successors Bound. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, administrators, personal representatives, successors and permitted assigns. Company, but not Executive, may assign or delegate any of its rights or obligations hereunder and any such assignee shall be deemed substituted for Company under the terms of this Agreement and all references to "Company" shall be deemed to mean such assignee. As used in this Agreement, the term "assignee" shall include any Company Affiliate or any Person which at any time, whether by merger, purchase or otherwise, acquires all of the equity or all or substantially all of the assets or business of Company, and any assignee or successor thereof.

14. Governing Law: Conflicts of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without reference to conflicts of laws.

15. Integration: Amendment of Agreement. This Agreement sets forth the entire agreement between Company and Executive relating to Executive's employment and engagement and supersedes all prior negotiations and written or oral agreements or understandings between Company and Executive relating to Executive's employment and engagement. This Agreement may be amended, supplemented, or modified only by a written instrument duly authorized by the Board and executed by or on behalf of each Party.

16. Headings/Recitals. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The Recitals are incorporated into and made part of this Agreement.

17. Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if an arbitrator or court of competent jurisdiction determines that the scope and/or operation of any provision of this Agreement is too broad to be enforced as written, the Parties intend that the arbitrator or court should reform such provision to such narrower scope and/or operation as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by illegal, invalid, or unenforceable provisions or by their severance.

18. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. Any waiver by the Company shall require the consent of the Board. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

19. Survival. The provisions of this Agreement containing covenants intended to survive the termination of this Agreement, shall survive such termination regardless of the reason for termination for the period necessary to give effect to such covenants, including without limitation, Sections 7, 8, 9, 12, 13, 14, and 19.

20. Key Man-Life Insurance. Executive acknowledges and agrees that Company shall have the right (but not the obligation) to obtain key-man life insurance on Executive in such amount as Company may determine and that Company (or its designee) shall be entitled to all proceeds that may be paid thereon. Executive agrees to cooperate with all reasonable requests of the Company to obtain any such insurance, including without limitation, submitting to one or more medical examinations.

21. Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had all signed the same document. A facsimile, copy, or electronic copy shall be deemed an original for all purposes.

23. Definitions. As used in this Agreement, the following terms shall have the meanings given below:

23.1 "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

23.2 "New Investor" means New Egg, Ltd., a Cayman Islands company, an investor in CHI Holding.

23.3 "Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or

government (whether Federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof).

23.4 “Subsidiaries” means all direct and indirect subsidiaries of CHI Holding now or hereafter existing, including without limitation, CellHealth Global, SARL, a Luxembourg company, CellHealth Institute International, SARL, a Luxembourg company, CellHealth Data, Ltd., a Cayman Islands company, CellHealth Web, Ltd., a Cayman Islands company, CellHealth Technologies, Ltd., a Cayman Islands company, Advanced ReGen Medical Technologies, Ltd., a Cayman Islands company, Advanced ReGen Medical Technologies, LLC, a Delaware limited liability company, and CR Project, a Costa Rica company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

LIFE SCIENCE INSTITUTE, LLC

By: *Douglas V Giampapa*

Name: DOUGLAS V GIAMPAPA

Title: LLC MANAGER

EXECUTIVE:

Vincent Giampapa
Vincent Giampapa

Signature Page to Employment Agreement
Vincent Giampapa

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