

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN A JAROWSKI ESQ	05/09/2016
DR CHARLES I JAROWSKI JR	05/09/2016
ANA PAULA JAROWSKI	05/09/2016
RECEIVING PARTY DATA	
Name:	BIOS BIOCHEMICALS CORP. DBA LIDTKE TECHNOLOGIES
Street Address:	3017 N ROCKWELL BLVD
City:	CASA GRANDE
State/Country:	ARIZONA
Postal Code:	85122
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7304044
CORRESPONDENCE DATA	
Fax Number:	
<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:	516-557-8629
Email:	stephen.jarowski@gmail.com
Correspondent Name:	STEPHEN JAROWSKI
Address Line 1:	67 HARBOR LANE
Address Line 4:	MASSAPEQUA PARK, NEW YORK 11762
NAME OF SUBMITTER:	STEPHEN A JAROWSKI
SIGNATURE:	/PHEYSJ/
DATE SIGNED:	05/09/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=Patent assignment Notarized#page1.tif	
source=Jarowski Patent Purchase Agreement, 3-24-2016#page1.tif	
source=Jarowski Patent Purchase Agreement, 3-24-2016#page2.tif	
source=Jarowski Patent Purchase Agreement, 3-24-2016#page3.tif	

Charles I. Jarowski Jr., Ana Paula Jarowski, Stephen A. Jarowski ("Assignor") is owner of U.S. Patent Number: 7304044 B2, dated 1/11/2005, titled "Lowering blood glucose, urea, cholesterol, triglycerides and normalizing homocysteine levels by dietary addition of selected essential amino acids and three vitamins" (the "Patent"). BIOS Biochemicals Corp. dba Lidtke Technologies ("Assignee") desires to acquire rights in and to the Patent.

Therefore, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of his right, title and interest in the invention and Patent to Assignee for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patent. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

Date: 5/2/16 Stephen Jarowski

Assignor

For purposes of notarizing the agreement between these parties, Assignor designates Stephen Jarowski as its agent.

On this 2nd day of May, before me, Christina Ferraro, the undersigned Notary Public, personally appeared Stephen A. Jarowski ASSIGNOR's agent, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal in Nassau County of New York on the date set forth in this certificate.

[Signature]
Notary Public



AGREEMENT

This Agreement is made this 24th day of March, 2016, by and between Charlie Jarowski, Paula Black, and Stephen Jarowski (collectively referred to herein as “the Jarowskis”) and BIOS Biochemicals Corporation (“BIOS”) (collectively “the Parties”).

Preliminary Statement of Purpose

The Parties desire to memorialize the terms of an agreement relating to BIOS’s purchase of a patent currently held by the Jarowskis – specifically, Patent Number 7304044 (hereinafter “the Patent”), as well as the right to use certain likenesses and narrative information relating to Charles I. Jarowski. Therefore, in consideration of their mutual promises and agreements set forth herein, the Parties state as follows:

Recitals

1. On or around May 13, 2005, Charles I Jarowski and/or CIJ Scientific, LLC agreed to license the use of the Patent and certain related biographical information relating to its holders to BIOS in exchange for certain royalty payments (“the Prior Licensing Contract”). The parties to the Prior Licensing Contract operated under their agreed-upon terms through and including the date of this Agreement, in good faith.
2. Upon the death of Charles I. Jarowski, his interests in the Prior Licensing Contract, the Patent and the associated biographical information were inherited by the Jarowskis identified herein. As such, the Jarowskis have full ownership rights over the Patent and the related biographical information.
3. In recognition of the mutual benefits associated therewith, the Jarowskis have agreed to sell the Patent and the related biographical information to BIOS, and BIOS has agreed to purchase same, under the following terms:

Terms of Agreement

4. As of the date of this Agreement, the Parties agree that the Prior Licensing Agreement is hereby voided and of no further effect.
5. The Jarowskis agree to transfer any and all ownership interests and rights to the Patent to BIOS.
6. The Jarowskis agree to give BIOS the exclusive right to use Charles I. Jarowski's name and photograph on BIOS’s GlycoTrol product and any accompanying packaging or advertising related thereto. This includes the narrative of Charles Jarowski’s life, his accomplishments, his awards, his positions, and the scientific arguments he used to justify GlycoTrol as an anti-diabetic medical food and an agent to lower cholesterol.

7. The Jarowskis will prepare and transfer to BIOS an expanded version of Charles I. Jarowski's family and life history, and a narrative describing how he came up with the idea of using supplemental amino acids to alter the body's metabolism. This expanded narrative will be delivered to BIOS by June 17, 2016.
8. The Jarowskis will also prepare a compendium of Charles I. Jarowski's papers and charts/graphs related to the development of the Patent and associated products, which will be delivered to BIOS by December 31, 2016.
9. BIOS agrees to limit its use of the Patent and the aforementioned narrative, name, and photo of Charles I. Jarowski for BIOS's GlycoTrol product and associated advertising/packaging. BIOS further agrees that, should it develop a new and/or improved product related to the GlycoTrol product and would like to use Charles I. Jarowski's name, narrative, and/or patents to promote the new product, BIOS will allow the Jarowskis to review the formula of the product and the advertising before BIOS utilizes it, and will allow the Jarowskis to approve such use. In this regard, the Jarowskis agree not to unreasonably withhold approval of such a use of the aforementioned, and may only withhold such approval if the Jarowskis can demonstrate that the proposed use relates to an item or application in which Charles I. Jarowski did not believe.
10. BIOS shall pay the Jarowskis the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$7,500.00) within five business days of the mutual execution of this Agreement.
11. BIOS shall pay the Jarowskis the additional sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$7,500.00) within five business days of the Jarowskis's delivery of all the items described in both Paragraphs 7 and 8 above.

Miscellaneous Provisions

12. Neither this Agreement nor any terms set forth herein may be changed, waived, discharged, or terminated orally or in writing, except by a writing signed by all Parties hereto.
13. This Agreement is entered into and executed voluntarily, without any duress or undue influence on the part of or on behalf of any Party. The Parties also warrant and represent to each other that they have read and fully understood each of the provisions of this Agreement and have relied on the advice and representation of competent legal counsel.
14. The Parties also represent and warrant that (a) each is fully authorized to enter into this Agreement; (b) each has read and fully understands each provision of this Agreement; (c) each has been provided the opportunity to consult with their own legal counsel with respect to the matters set forth herein; (d) each has signed the Agreement voluntarily, without any duress or undue influence on the part, or on the behalf, of any Party, and (e) each

acknowledges that the terms of this Agreement are contractual and not merely Recitals.

15. In the event of any lawsuit or other proceedings arising from this Agreement, the successful party shall be entitled to recover its costs, reasonable attorneys' fees and other reasonable litigation expenses including, but not limited to, expert witness fees.
16. This Agreement supersedes any and all prior promises, representations, warranties, agreements and understandings between the Parties to this Agreement. There are no promises, representations, warranties, agreements, or understandings with respect to such subject matters other than those set forth or referred to herein.
17. This Agreement shall inure to the benefit of and shall be binding upon the employees, agents, heirs, subsidiaries, parents, affiliates, partners, principals, directors, officers, attorneys, executors, administrators, successors and assigns of the Parties hereto.
18. This Agreement is entered into and shall be governed, construed, and interpreted in accordance with substantive and procedural laws and rules of the State of Arizona. Any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted and defended exclusively in the state or federal courts of the State of Arizona.
19. In the event that any provision or part of this Agreement is held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

WHEREFORE, the Parties have read, understood and agree to all of the terms, conditions and transfers of interest in Subject Property outlined above, intending to be legally bound by this Agreement, on the date affixed below.

DATED this 24th day of March, 2016.

THE JAROWSKIS:

Charlie Jarowski

Paula Black

Stephen Jarowski

BIOS:

By: _____



Ronald Sturtz, an Authorized Representative