

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7518552

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HEALTHALL LABORATORY, INC.		08/31/2022
RECEIVING PARTY DATA		
Name:	SIMEON INVESTMENT, INC.	
Street Address:	159 E LIVE OAK AVE, STE 209,	
City:	ARCADIA	
State/Country:	CALIFORNIA	
Postal Code:	91006	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	11045786	
Patent Number:	11096974	
Application Number:	17401179	
Application Number:	17339416	
Application Number:	17339633	
Application Number:	17327037	
Application Number:	17327020	
CORRESPONDENCE DATA		
Fax Number:	(909)861-8820	
<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:	9098616880	
Email:	info@libinlaw.com	
Correspondent Name:	BIN LI, ESQ.	
Address Line 1:	730 N. DIAMOND BAR BLVD	
Address Line 4:	DIAMOND BAR, CALIFORNIA 91765	
ATTORNEY DOCKET NUMBER:	CO 1182.101	
NAME OF SUBMITTER:	BIN LI	
SIGNATURE:	/Bin Li/	
DATE SIGNED:	09/01/2022	

Total Attachments: 4

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PATENTS ASSIGNMENT AGREEMENT

This Patents Assignment Agreement (the "Agreement") is entered into as of August 16, 2022 between the following parties:

Assignor: HEALTHALL LABORATORY, INC.
Address: 225 S Lake Ave., Suite 300,
Pasadena, CA 91101

Assignee: SIMEON INVESTMENT, INC.
Address: 159 E Live Oak Ave, Ste 208,
Arcadia, CA 91006

WHEREAS, the Assignor, a California company, is the applicant and the right holder of two issued patents and five patent applications (collectively as the "Patents") set forth in **Appendix 1**.

WHEREAS, C, Inc., a Delaware corporation and previously known as Healthall Technologies Inc., is the sole shareholder and parent company of Assignor, and formed the Assignor for the purpose of its project of research, development and manufacturing and marketing of certain nutritional supplements (the "Project").

WHEREAS, the Assignee is a Colorado company.

WHEREAS, on July 15, 2020, C, Inc. entered into a loan agreement with Assignee for working capital up to Ten Million US Dollars (\$10,000,000.00) to build an R&D center in Japan, a manufacturing facility in Indonesia and its market center in the US. From August 30, 2020 to March 28, 2022, Assignee made 15 disbursements to C, Inc. with total amount of (\$9,520,000.00) with 6% annual interest.

WHEREAS, Assignor desires to assign the Patents, and Assignor desires to acquire the ownership interest of the Patents, as the substituted repayment in lieu of C, Inc.'s obligation to fulfill the debt.

WHEREAS, notwithstanding terms set forth in the original loan agreement to the contrary, when the Patents is completely assigned to the Assignee, it shall constitute the final payment and full satisfaction of any and all amounts due and owing to Assignee under the original loan agreement.

WHEREAS, the Assignor agrees to assign the Patents to the Assignee and the Assignee agrees to accept the assignment of the Patents.

NOW, THEREFORE, through mutual negotiation, the parties hereto agree as follows:

1. Transfer of Patents: With consideration offered and accepted, the Assignor agrees to assign all rights and all goodwill of the Patents to the Assignee, and the Assignee agrees to accept the change of the right holder of the Patents.

2. Registration Fees: The registration for the change of the registered assignee of the Patents shall be undertaken by the Assignor and the Assignor shall bear the all action costs incurred hereby.

3. Representations and Warranties:

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 The Assignor has the exclusive ownership interest of the Patents and no rights or equity of any third party is prejudiced due to the use of the Patents. There is no litigation or any other disputes arising from or relating to the Patents.

3.1.2 The Assignor has obtained full authority and all consents and approvals of any other third party and government necessary to execute and perform this Agreement, which shall not be against any enforceable and effective laws or contracts.

3.1.3 Once this Agreement has been duly executed by the parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with the terms of this Agreement upon its execution.

3.1.4 The Assignor will not engage in any action that will be detrimental to the validity of the Patents after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against him in accordance with the terms of this Agreement.

4. Effective Date and Term: This Agreement has been duly executed by their authorized representatives as of the date first set forth above and shall be effective simultaneously.

5. Notice: All notices, requests, demands, directions, and other communications provided for hereunder shall be in writing and mailed, e-mailed, or delivered to the applicable Party at the address of such Party first set for the above (or such other address duly provided in writing to the other Party). Each such notice, request, demand, direction or other communication shall be effective upon delivery.

6. Governing Law and Venue: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the federal laws of the United States and the State of California. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

7. Amendment and Supplement: Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by the parties. An amendment and supplement duly executed by the parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8. Entirety: This Agreement, together with Appendix 1, Appendix 2 and other documents to be delivered hereunder, and all related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, Appendix, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control. Appendix 1 referred to in this Agreement is an integral part of this Agreement and shall have the same legal effect as this Agreement.
9. Severability: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the Agreement will be severable and remain in effect.
10. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Assignor: HEALTHALL LABORATORY, INC.

Date: 8/16, 2022

By: 

Name: LIJUN SUN
Title: CEO

Assignee: SIMEON INVESTMENT, INC.

Date: 8/16, 2022

By: 

Name: ZIDU XU
Title: CEO

APPENDIX I

A. Patents

	Patents Number	Patents Name
1.	11,045,786	Superabsorbent Materials and Methods of Making the Same
2.	11,096,974	Superabsorbent Materials and Methods of Making the Same

B. Patent Applications under review

	Pub. App. No.	Patents Name
1.	17/401179	Modulation Of Glucose Bioaccessibility with Superabsorbent Materials
2.	17/339416	Superabsorbent Materials and Methods of Making the Same
3.	17/339633	Superabsorbent Materials and Methods of Making the Same
4.	17/327037	Methods For Reducing Cholesterol with Superabsorbent Materials
5.	17/327020	Treatment For Obesity with Superabsorbent Materials