



Form 594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/12/13)

04/23/2013



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET

MRD 04/23/13

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cato Research Ltd.

- Individual(s)
- Partnership
- Corporation- State: North Carolina
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 02/14/2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Emmaus Medical, Inc.

Street Address: 20725 S. Western Avenue #136

City: Torrance

State: CA

Country: US Zip: 90501-1884

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3544782 and 3727236

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word and stylized marks for NUTRESTORE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McKinney Law Group APC

Internal Address: _____

Street Address: 851 Moraga Road, Suite B

City: Lafayette

State: CA Zip: 94549

Phone Number: 650-245-6723

Docket Number: EM-506.00 EM-507.00

Email Address: jeffrey@mckinneylawgroup.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/25/2013 KNGUYENI 00000037 3544782
Deposit Account Number _____

Authorized User Name _____ 40.00 OP
02 FC:0JLL _____ 20.00 OP

9. Signature:

Signature

Jeffrey A. McKinney, J.D., Ph.D.

Name of Person Signing

04/19/13

Date

Total number of pages including cover sheet, attachments, and document:

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005016 FRAME: 0136

Trademark Assignment

This Assignment (this "Assignment") is made effective as of February 14, 2011 by and between Cato Research Ltd., a North Carolina corporation ("Cato") and Emmaus Medical Inc., a Delaware corporation ("Emmaus");

WHEREAS, Cato is the ownership of the Marks (as defined below), together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used;

WHEREAS, Cato desires to transfer and assign all of its right, title, and interest in the Trademark and Products to Emmaus;

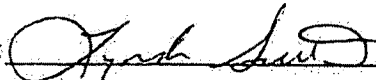
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Cato hereby assigns, sells and transfers to Emmaus all of Cato's rights, title and interest in the "Nutrestore" trademarks, U.S. reg. #3544782 and #3727236 (collective, the "Marks") including, but not limited to (i) all registrations and registration rights with respect to the Marks; (ii) any rights to prepare derivative marks; (iii) all goodwill related to the Marks; (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment and (v) all rights to sue for past, present and future infringements or misappropriation of the Marks.

2. Continuing Obligation. Cato covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Emmaus full right, title and interest in the Marks.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

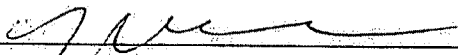
Cato Research Ltd.:

By: 

Printed Name: Lynda Sotter

Title: COO

Emmaus Medical Inc.:

By: 

Printed Name: YUTAKA NIIHARA

Title: PRESIDENT & CEO