

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE RELEVANT PORTION OF THE BUSINESS AND THE ENTIRE INTEREST AND THE GOODWILL IN THE TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hawaii Biotech, Inc.		05/05/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cardax Pharmaceuticals, Inc.
<b>Street Address:</b>	99-193 Aiea Heights Drive, Suite 400
<b>City:</b>	Aiea
<b>State/Country:</b>	HAWAII
<b>Postal Code:</b>	96701
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78593696	CARDAX
Serial Number:	78593699	CARDIMAX
Serial Number:	78809325	HEPTAX
Serial Number:	78809319	OCUXAN
Serial Number:	78812533	PROSTATIX

**CORRESPONDENCE DATA**

Fax Number: (512)853-8801  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 5128538800  
 Email: dkgpto@intprop.com  
 Correspondent Name: Dwayne K. Goetzl  
 Address Line 1: P.O. Box 398  
 Address Line 4: Austin, TEXAS 78735

<b>ATTORNEY DOCKET NUMBER:</b>	5777-01201
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CH \$140.00 78593696

NAME OF SUBMITTER:	Dwayne K. Goetzel
Signature:	/Dwayne K. Goetzel/
Date:	03/27/2007
Total Attachments: 4 source=Contribution.Redacted#page1.tif source=Contribution.Redacted#page2.tif source=Contribution.Redacted#page3.tif source=Contribution.Redacted#page4.tif	

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), effective as of May 5, 2006, is made by and between Hawaii Biotech, Inc., a Delaware corporation ("Parent") and Cardax Pharmaceuticals, Inc., a Delaware corporation and wholly-owned subsidiary of Parent (the "Company").

### RECITALS

WHEREAS, the parties to this Agreement desire to consummate the contribution to the Company of the assets of Parent used solely in connection with the Cardax Business (as such term is defined in that certain Stock Purchase Agreement, dated as of March 14, 2006 (the "Purchase Agreement"), by and among Parent, Avantogen Limited, a limited company incorporated under the laws of Australia ("Avantogen"), Avantogen, Inc., a Delaware corporation and wholly-owned subsidiary of Avantogen and Pentrys Vaccines Pty. Limited, a limited company incorporated under the laws of Australia and wholly-owned subsidiary of Avantogen) and the assignment to and assumption by the Company of all liabilities and obligations related to or arising from the Cardax Business or not related solely to or arising solely from the Company Vaccine Business (as defined in the Purchase Agreement). It is acknowledged and agreed that the term "Company Vaccine Business" includes infectious disease small molecule drug discovery programs of Parent other than the Cardax Business, and that the term "Cardax Business" includes Taxol kit production know-how, including SOPs, and Taxol kit and antibody components, including unpurified and purified antibody inventory, coding antigens and other components.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration received, the parties hereto, intending to be legally bound, agree as follows:

#### 1. CONTRIBUTION OF ASSETS; ASSIGNMENT AND ASSUMPTION OF LIABILITIES; CLOSING

1.1 **Assets to Be Contributed.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined below), Parent shall convey, assign, transfer and deliver to the Company (the "Contribution"), and the Company shall acquire from Parent, free and clear of any encumbrances created by Parent, all of Parent's right, title and interest in and to all of Parent's property and assets, real, personal or mixed, tangible and intangible, of every kind and description related solely to the Cardax Business (and, without limiting the foregoing, not related to the Company Vaccine Business), wherever located, as set forth on Schedule 1.1 attached hereto, including the following as listed on such Schedule 1.1:

(a) all of the Parent's Intellectual Property and Intellectual Property Rights solely related to the Cardax Business (and, without limiting the foregoing paragraph, not related to the Company Vaccine Business), including the Cardax Business's going concern value, goodwill, and those items listed on **Schedule 1.1(a)**. By the way of illustration and not as limitations, "Intellectual Property" shall include: (i) all inventions (whether or not patentable), trade secrets, technical data, databases, financial, marketing and business data, customer and supplier lists, designs, tools, methods, processes, technology, manufacturing and production

processes and techniques, research and development information, ideas, know-how, product road maps and other proprietary information and materials; (ii) trademarks and service marks (whether or not registered), trade names, logos, trade dress and other proprietary indicia and all goodwill associated therewith; (iii) documentation, advertising copy, marketing materials, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by Copyright; and (iv) all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in clauses (i) through (iii) in any country of the world ("Intellectual Property Rights"), including all letters patent, patent applications, provisional patents, design patents, PCT filings, invention disclosures and other rights to inventions or designs, all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), all trademarks, service marks and other proprietary indicia (whether or not registered), industrial designs, trade secret rights, mask works, moral rights or other literary property or authors rights, and all applications, registrations, issuances, divisions, revisions, continuations, continuations-in-part, renewals, reissuances, extensions and re-examinations of the foregoing, as applicable;

(b) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Parent and used solely in the Cardax Business (and, without limiting the foregoing, not used in the Company Vaccine Business)(wherever located and whether or not carried on Parent's books), together with any express or implied warranty by the manufacturers or Parents or lessors of any item or component part thereof and all maintenance records and other documents relating thereto used solely in the Cardax Business, including those items described on **Schedule 1.1(b)**;

(c) all of Parent's contracts related solely to the conduct of the Cardax Business, including those listed on **Schedule 1.1(c)**, and all outstanding offers or solicitations made by or to Parent to enter into any contract related solely to the Cardax Business;

(d) all governmental authorizations related solely to the Cardax Business, and all pending applications therefor or renewals thereof, in each case to the extent transferable to the Company, including those listed on **Schedule 1.1(d)**;

(e) all data and records related solely to the operations of the Cardax Business, including research and development reports and records, financial and accounting records, studies, reports, correspondence and other similar documents and records and, subject to applicable legal requirements, copies of all personnel records and other records; and

(f) all cash and investment held by Parent in excess of Parent's obligations under the Purchase Agreement, which obligations are set forth in the Company Acceleration Budget (as such term is defined in the Purchase Agreement), it being acknowledged that Amendment No. 1 to the Purchase Agreement provides that (REDACTED) in equity proceeds received by Parent on May 4, 2006 shall be retained by Parent.

All of the property and assets to be transferred to the Company hereunder are herein referred to collectively as the "Assets."

**1.2 Liabilities to be Assumed.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Parent shall assign to the Company, and the Company shall assume, all of the liabilities of Parent that relate to or arise from the Cardax Business and/or are not related solely to or do not arise solely from the Company Vaccine Business, including, without limitation, those items set forth on **Schedule 1.2** (the "Assumed Liabilities").

**1.3 Closing.**

(a) The closing of the Contribution of the Assets by Parent to the Company (the "Closing") will take place at the offices of the Company concurrent with the execution and delivery of this Agreement.

(b) At the Closing, Parent shall deliver to the Company all of the documentation necessary to effect the Contribution contemplated by Section 1.1, including any consents required to effect the Contribution, and the Company shall deliver to Parent all of the documentation necessary to effect the assignment and assumption contemplated by Section 1.2, including any consents required to effect the assignment and assumption.

(c) At the Closing, each of the Company and Parent shall execute and deliver the Bill of Sale attached hereto as Exhibit A and the Assignment and Assumption Agreement attached hereto as Exhibit B in order to effect the Contribution contemplated by Section 1.1 and the assignment and assumption of Assumed Liabilities contemplated by Section 1.2.

**2. MISCELLANEOUS.**

**2.1 Amendment.** This Agreement may be amended at any time prior to the Closing by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto.

**2.2 Further Assurances.** Parent and the Company will, to the extent reasonably requested by the other Party, execute and deliver such documents and instruments and take such other actions as such other Party may reasonably request in order to consummate and make effective the transactions contemplated by this Agreement.

**2.3 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

**2.4 Headings.** The headings or titles of the several Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

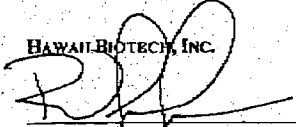
**2.5 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Hawaii (excluding the conflict of law principles thereof).

\* \* \*

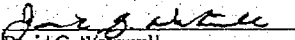
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No. 0817 P. 40

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

HAWAII BIOTECH, INC.  
  
Richard Sherman  
Senior Vice President

CARDAX PHARMACEUTICALS, INC.

  
David G. Watumull  
President and Chief Executive Officer

May. 8. 2006 6:19PM HAWAII BIOTECH INC

CONTRIBUTION AGREEMENT  
SIGNATURE PAGE

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