

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PruGen, Inc.		01/06/2009	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

Name:	PruGen IP Holdings, Inc.
Street Address:	8711 E. Pinnacle Peak Road
Internal Address:	Suite C-201, PMB 225
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77526887	PR OTIC SOLUTION
Serial Number:	77526885	PR NATAL
Serial Number:	77526884	PRUET
Serial Number:	77526883	PRUCLAIR
Serial Number:	77526881	PRUMYX
Serial Number:	77526880	PRUDRATE

**CORRESPONDENCE DATA**

Fax Number: (815)261-5953  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 480-563-2406  
 Email: rknechtel@prugen.com  
 Correspondent Name: Robert L Knechtel  
 Address Line 1: 8711 E. Pinnacle Peak Road  
 Address Line 2: Suite C-201, PMB 225  
 Address Line 4: Scottsdale, ARIZONA 85255

**TRADEMARK**

**OP \$165.00 77526887**

NAME OF SUBMITTER:	Robert Knechtel
Signature:	/RLK/
Date:	02/20/2009
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered January 6, 2009 by and between Prugen IP Holdings, Inc. ("IP Holdings") and Prugen, Inc. ("PruGen").

PruGen is the owner of all right, title and interest in and to the trademarks and the corresponding applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

IP Holdings desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

PruGen hereby sells, assigns, transfers and conveys to IP Holdings the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by IP Holdings as fully and entirely as said interest could have been held and enjoyed by PruGen had this sale, assignment, transfer and conveyance not been made.

PruGen authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to IP Holdings as Assignee of PruGen's entire right, title and interest therein. PruGen agrees to further execute any documents reasonably necessary to effect this assignment or to confirm IP Holdings's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment

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Agreement as of the date first above written.

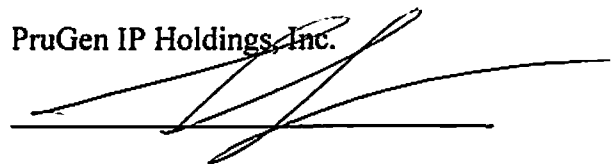
PruGen, Inc.



By: Sean Lonergan

Title: President

PruGen IP Holdings, Inc.



By: Sean Lonergan

Title: President

**Exclusive Trademark License Agreement**

**January 6, 2009**

**EXHIBIT 1**

<b><u>SERIAL NUMBER</u></b>	<b><u>MARK</u></b>
77526887	PR Otic Solution
77526885	PR Natal
77526884	Pruet
77526883	Pruclair
77526881	Prumyx
77526880	Prudrate