

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
BIOMODE, INC.		01/29/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Biomode Organics LLC		
Street Address:	9 Kaintuck Lane		
City:	Locust Valley		
State/Country:	NEW YORK		
Postal Code:	11560		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85400702	BIOMODE	
Serial Number:	85416866	BIOMODE BIOFORM	
Serial Number:	85416845	BIOMODE BARRICADE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarksemv@gmail.com		
Correspondent Name:	BIOMODE, INC.		
Address Line 1:	PO Box 356		
Address Line 4:	Laurel, NEW YORK 11948		
ATTORNEY DOCKET NUMBER:	BIOMODE ASSIGN X 3		
NAME OF SUBMITTER:	ROBERT JESSUP		
Signature:	/ROBERT JESSUP/		

OP \$90.00 85400702

Date:

02/14/2013

Total Attachments: 2

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PRODUCT AND TRADEMARK

SALE, TRANSFER AND ASSIGNMENT AGREEMENT

This Agreement dated the 29th of January 2013 is by and between BIOMODE, INC. and Robert S. Jessup (hereinafter, jointly and severally, the "Seller") and BIOMODE ORGANICS, LLC ("Buyer").

Whereas, Seller is the owner of certain trademarks identified as: 85400702, 85416866, 85416845, and 85824306 (the "Trademark" or collectively, the "Trademarks").

Whereas, Seller has participated in the naming, trade marking and development of certain products identified as BIOMODE, BIOMODE BIOFORM, BIOMODE BARRICADE and BIOMODE HALTZ (the "Product" or collectively, the "Products") and has certain ownership rights thereof.

Whereas, Buyer wishes to acquire the entire rights, title and interest in the Trademarks and Products including the right to advertise, market, manufacture and sell said Trademarks and/or Products.

Whereas, Seller and Buyer (the "Parties"), recognize the mutual opportunities and business benefits available to them by entering into this Agreement.

Accordingly, the Parties agree as follows:

1. **Assignment.** Seller does hereby irrevocably assign to Buyer all rights, title and interest (including but not limited to, all registration rights with respect to the Trademarks and Products, all rights to prepare derivative marks, all marketing, selling and advertising rights, all goodwill, all intellectual property and all other rights), in and to the Trademarks and the Products.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Buyer has paid Seller the sum of **\$45,700**.
3. **Additional Costs.** Buyer will incur the additional expense of trade mark registration and laboratory testing, which will be paid by the Buyer directly to the respective trade mark registration and laboratory testing service providers. Said cost is estimated to be **\$15,000**.
4. **Representations and Warranties.** Seller represents and warrants to Buyer:
 - a. Seller has the right and power to enter into this Agreement;
 - b. Seller is the exclusive owner of all rights, title and interest, including all intellectual property rights in the Trademarks and the Products;
 - c. The Trademarks and Products are free of any liens, security interests, encumbrances or licenses;
 - d. The Trademarks and/or Products do not infringe on the rights of any person or entity;
 - e. There are no claims, pending or threatened, with respect to the Seller's rights in the Trademarks or Products;
 - f. This Agreement is valid, binding and enforceable in accordance with its terms, and
 - g. Seller is not subject to any agreement, judgment or that is order inconsistent with the terms of this Agreement.

5. **Attorney's Fees.** Should either Party hereto, or any heir, personal representative, successor, or assign of either Party hereto, resort to litigation in order to enforce this agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party against whom enforcement was sought.
6. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to the subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between the Parties with respect to the subject matter hereof.
7. **Amendment.** This Agreement may be amended only by a written document which is signed by both Parties.
8. **Severability.** If any term, provision, covenant or condition of this Agreement, or application thereof to any person, place or circumstance, shall be held in a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
9. **Agreement to Perform Necessary Acts.** Seller agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this agreement. Said acts to include, but are not limited to, disclosure of all information pertinent to the marketing, selling, manufacturing, transporting, storage and distribution of the Products including all personal, business and company contact information relative to the aforementioned informational items.
10. **Confidentiality, Non-Compete and Non-Circumvent.** Seller agrees not to compete with the business of the Buyer or its affiliate companies in the matter of its business. With the exception of information provided to the Buyer, Seller shall maintain the information associated with this agreement in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the information, and shall not divulge information to any third party without the prior written consent of the Buyer. The foregoing notwithstanding, the Seller may disclose information to its representatives to the extent each such representative has a need to know such information for the purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Seller under this Agreement with regard to such information.
11. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of New York.

SELLER:


Robert S. Jessup, Individually


Robert S. Jessup, President
Biomode, Inc.

BUYER:


Robert J. Braun
Biomode Organics, LLC