

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
AmeriSciences, L.P.	FORMERLY a Texas Limited Partnership	05/09/2013	a Chapter 11 Debtor: TEXAS
RECEIVING PARTY DATA			
Name:	Supplement Research and Development LLC		
Street Address:	c/o Adair & Myers PLLC		
Internal Address:	3120 Southwest Freeway, Suite No. 320		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77098		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2874157	AMERISCIENCES	
Registration Number:	3367429	AMERISCIENCES	
Registration Number:	3997175	OS2	
Registration Number:	3172521	PROSTANDARD	
Registration Number:	3914790	AS 10 NATURE'S PERFECT BLEND	
Registration Number:	3904869	AS 10	
Registration Number:	2874159		
Registration Number:	2874158		
CORRESPONDENCE DATA			
Fax Number:	7135223322		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7139614641		

OP \$215.00 2874157

Email: gordon@waggettlaw.com
Correspondent Name: Gordon G. Waggett
Address Line 1: 228 West Cowan Drive
Address Line 4: Houston, TEXAS 77007

ATTORNEY DOCKET NUMBER:	6129-001
NAME OF SUBMITTER:	Gordon G. Waggett
Signature:	/Gordon G. Waggett/
Date:	07/03/2013

Total Attachments: 12

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EXHIBIT B
ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered into as of May 9, 2013 (this "Agreement" and the "Effective Date" respectively), by and among **Supplement Research and Development LLC**, a Texas limited liability company ("Buyer"), and **AmeriSciences, L.P.**, a Chapter 11 Debtor, acting through Thomas H. Grace, Chapter 11 Trustee ("Seller").

WHEREAS, Buyer and Seller entered into an ASSET PURCHASE AGREEMENT effective as of May 9, 2013 ("APA") wherein Seller sold, transferred, conveyed, assigned, and delivered to Buyer, and Buyer purchased, acquired, and accepted from Seller, certain assets including all of Seller's General Intangibles and Intellectual Property as defined therein and below, reserving a royalty on sales of certain products utilizing the assets. Reference is made to the APA for the terms and conditions of such royalty payments.

NOW, THEREFORE, pursuant to the ASSET PURCHASE AGREEMENT, and in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Seller does hereby sell, transfer, convey, assign, and deliver to Buyer, and Buyer does hereby purchase, acquire, and accept from Seller, Seller's entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, in the following assets:

General Intangibles and Intellectual Property (each as defined in Exhibit 1 hereto) the ("IP") and, if not included therein or for greater clarity if included therein, the various Patent, Trademark, Copyright and related applications and other Intellectual Property listed on Exhibit 2 hereto, including all associated goodwill (collectively the "Assets").

Counterparts and Facsimile. This Agreement may be executed in two or more counterparts and by separate parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, and a facsimile copy of this Agreement shall be deemed an original.

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

**SUPPLEMENT RESEARCH
AND DEVELOPMENT LLC**

AMERISCIENCES, L.P.

By: 
Carlos Montesinos, President

By: _____
Thomas H. Grace, Trustee

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**SUPPLEMENT RESEARCH
AND DEVELOPMENT LLC**

AMERISCIENCES, L.P.

By: _____
Carlos Montesinos, President

By: 
Thomas H. Grace, Trustee

**EXHIBIT 1 OF ASSIGNMENT OF INTELLECTUAL PROPERTY
SELLER'S GENERAL INTANGIBLES AND INTELLECTUAL PROPERTY**

“Company” or “Seller” means AmeriSciences, L.P., the Debtor in a Chapter 11 case pending before the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

“General Intangibles” means all of Company’s now owned and hereafter acquired, created or arising “general intangibles” (as defined in Article 9) of every kind and description, and including all (i) advertisements in any medium (and other marketing and promotional materials in any medium), brochures, signs, stationery, business forms, packaging and shipping materials; telephone numbers, post office addresses, mailing addresses, e-mail addresses, and all internet protocol numerical addresses, domain names, codes and rights relating thereto; Web sites and addresses, and all internet protocol numerical addresses, domain names, codes and rights relating thereto; programs and software; licenses, permits, consents, and approvals of any governmental authorities or other persons; financing statements in which Company’s interest appears as a secured party or lessor; and things in action, (ii) Intellectual Property, and to the extent not otherwise included as Intellectual Property, all goodwill associated with or related to any of the foregoing or Company or Company’s business, (iii) all obligations and indebtedness owing to Company and (iv) all rights or claims in respect of refunds for taxes paid.

“Intellectual Property” means Core Intellectual Property, Other Intellectual Property and Intellectual Property Agreements.

“Core Intellectual Property” means patents, trademarks, service marks, collective marks, certification marks, trade names, commercial names, brand names, copyrights, and mask works, and all rights relating to any of the foregoing, and applications, registrations, re-applications, and re-registrations for any of the foregoing, and amendments, reissues, renewals, or supplementations of, or substitutions or replacements for, any of the foregoing, and including other rights or interests in any of the foregoing, and rights to sue for past, present or future violations or infringements of any of the foregoing, and all goodwill associated with or related to any of the foregoing and Company or Company’s business.

“Intellectual Property Agreements” means personal services contracts, employment contracts, confidentiality agreements and similar covenants and agreements, rights under agreements not to compete and similar covenants and agreements, rights to contract expirations or renewals, rights to insurance policy expirations or renewals, and including any amendments, reissues, renewals, or supplementations of, or substitutions or replacements for, any of the foregoing, and including agreements with employees and former employees relating to any of the foregoing or any Core Intellectual Property or any Other Intellectual Property, and any agreements, rights, options, or licenses to purchase or otherwise acquire or use or benefit from (or to sell or otherwise permit any other Person to acquire or use or benefit from) any Core Intellectual Property, any Other

Intellectual Property or any other property within this definition of Intellectual Property Agreements.

“Other Intellectual Property” means manufacturing formulas, trade secrets, know how, shop rights, designs, logos, tags, labels, franchises, distributorships, and customer lists, and including any other rights or interests (including any lien or security interest) in any of the foregoing, and all rights to sue for past, present or future violations or infringements of any of the foregoing, and goodwill associated with or related to any of the foregoing and Company or Company’s business, and including opinions and advice of counsel, consultants, advisors, and experts (including research materials, engineering reports and other work product of employees), as memorialized in any form, regarding any of the foregoing or any Core Intellectual Property.

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**EXHIBIT 2 OF ASSIGNMENT OF INTELLECTUAL PROPERTY
PATENT, TRADEMARK, COPYRIGHT AND RELATED APPLICATIONS**

I. All right, title and interest, worldwide, in all intellectual property assets and intellectual capital used, held or owned by Amerisciences, LP in its business, including, without limitation patents, industrial designs, copyrights, trademarks, geographical indications, trade secrets, know-how and other legal interests recognized or protected as intellectual property and intellectual capital under federal or state law, and including by way of specific example, and without limitation, the following enumerated intellectual property assets:

II. PATENTS and PATENT APPLICATIONS (including all right, title and interest worldwide in and to the inventions, any and all applications thereon, in any and all Letters Patent(s) therefor, and in any and all reissues, extensions, renewals, reexaminations of such applications or Letters Patent(s) and divisional, continuation, continuation of examination (RCE) and continuation-in-part (CIP) applications thereof to the full end of the term or terms for which such Letters Patent(s) issue, including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.

A. Inventions directed to Methods and Compositions for treating a subject exposed to radiation or oxidative stress

1. U.S. Nonprovisional Patent Application No. 13/439,546, Confirmation No. 8360, filed April 4, 2012, entitled: "METHOD AND COMPOSITION FOR AMELIORATING THE EFFECTS FOR A SUBJECT EXPOSED TO RADIATION OR OTHER SOURCES OF OXIDATIVE STRESS", naming Carlos A. Montesinos and Jeffery A. Jones as coinventors, which claims the benefit of and priority from U.S. Provisional Application No. 61/473,057 filed April 7, 2011, and U.S. Provisional Application No. 61/489,631, filed May 24, 2011.
2. U.S. Provisional Application No. 61/473,057 filed April 7, 2011, entitled: "METHOD AND COMPOSITION FOR TREATING A SUBJECT EXPOSED TO RADIATION" naming Carlos A. Montesinos and Jeffery A. Jones as coinventors.
3. U.S. Provisional Application No. 61/489,631, filed May 24, 2011, naming Carlos A. Montesinos and Jeffery A. Jones as coinventors.
4. Patent Cooperation Treaty Application Number PCT/US13/35045, filed April 4, 2013, in the names of Applicants: Jeffery A. Jones and Amerisciences, LP,

entitled: METHOD AND COMPOSITION FOR AMELIORATING THE EFFECTS FOR A SUBJECT EXPOSED TO RADIATION OR OTHER SOURCES OF OXIDATIVE STRESS”, and claiming priority from U.S. Patent Application Serial No. 13/439,546.

B. Inventions directed to Methods And Compositions To Promote Ocular Health


1. U.S. Nonprovisional Patent Application No. 13/442,302, Confirmation No. 7489, filed April 9, 2012, entitled: “METHODS AND COMPOSITIONS TO PROMOTE OCULAR HEALTH”, naming Carlos A. Montesinos as the inventor, and claiming the benefit of the filing date of and priority from U.S. Provisional Application No. 61/472,779, filed April 7, 2011.
2. U.S. Provisional Application No. 61/472,779, Confirmation No. 4561, filed April 7, 2011, entitled: “Methods and Compositions to Promote Ocular Health” naming Carlos A. Montesinos as inventor.
3. Patent Cooperation Treaty Application Number PCT/US12/32808, filed April 9, 2012, in the names of Applicant Amerisciences, LP, entitled “METHODS AND COMPOSITIONS TO PROMOTE OCULAR HEALTH”, and claiming priority from U.S. Patent Application Serial Nos. 61/472,779 and 13/442,302; and from Canadian Patent Application No. 2,738,357 filed April 27, 2011. Application published as WO 2012/139132 on October 11, 2012.
4. Canadian Patent Application No. 2,738,357 filed April 27, 2011 in the name of Applicant Amerisciences, LP and claiming priority from U.S. Patent Application Serial No. 61/472,779.

III. TRADEMARKS (including all goodwill associated with each trade name, trademark, and including all federal, state and common law rights, worldwide, in each trademark and including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made):


A. U.S. Registered trademarks:

1. AMERISCIENCES, U.S. Trademark Reg. No. 2,874,157 (08/17/2004) (status: cancelled).
2. AMERISCIENCES®, U.S. Trademark Reg. No. 3,367,429 (01/15/2008) (status: live).
3. OS2®: U.S. Trademark Reg. No. 3,997,175 (07/19/2011)(status: live).
4. PROSTANDARD®: U.S. Trademark Reg. No. 3,172,521 (11/14/2006)(status: live)
5. AS 10 NATURE’S PERFECT BLEND®: U.S. Trademark Reg. No. 3,914,790 (02/01/2011)(status: live)
6. AS 10®: U.S. Trademark Reg. No. 3,904,869 (01/11/2011)(status: live)



7.  ®: U.S. Trademark Reg. No. 2,874,159 (08/17/2004)(status: expired)



8.  ®: U.S. Trademark Reg. No. 2,874,158 (08/17/2004)(status: live)
9. PROJECT 10®: U.S. Trademark Reg. No. 4,004,927 (08/02/2011)(status: live)

B. Foreign (Non-U.S.) Registered trademarks:

1. Colombia Trademark "AmeriSciences" Trademark # 71805 (23/12/2010)
2. Colombia Trademark "AmeriSciences" Trademark # 3803 (31/1/2011)
3. Colombia Trademark "AmeriSciences" Trademark # 16763 (29/03/2011)
4. Colombia Trademark "AmeriSciences PM Formula", Trademark # 22056 (28/04/2011)
5. Colombia Trademark "AS10" Trademark # 3804 (31/1/2011)
6. Colombia Trademark "Thermogenic Plus", Trademark # 22070 (28/04/2011)
7. Colombia Trademark "Thermogenic Plus", Trademark # 22071 (28/04/2011)


C. Other trademarks and trade names:

1. AMERISCIENCES (trade name)
2. AS INTERNACIONAL SUCURSAL COLOMBIA (trade name)
3. SUPLEMENTOS VITAMINICOS AMERICA DEL NORTE INTERNATIONAL S DE RL DE CV (trade name)
4. AMERISCIENCES (trademark)
5. AS (trademark)



6.  beaker and leaf logo
7. AMERISCIENCES AS10



8. AS 10 stylized logo: 
9. AMERISCIENCES AS10 Fusion

10. AS 10 Fusion logo:



11. AMERISCIENCES AS10 Life



12. AS 10 Life logo:

13. AS10Love Super Food Truffles

14. AmeriSciences ProStandard logo:



15. Slim



16. Slim logo:

17. AS Fit



18. AS Fit logo:

19. Joint Ease



20. Joint Ease logo:

21. Omega Max



22. Omega Max logo: logo not registered

23. Sleep



24. Sleep logo:

25. OS² logo:



26. Energy



27. Energy logo: logo not registered

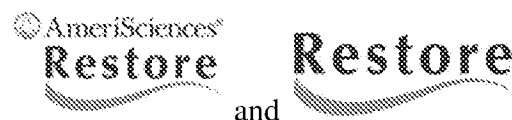
28. Headstart



29. Headstart (HS) logo:

30. AMERISCIENCES Restore

31. Amerisciences Restore logo:



32. Oral Health Complete

ORAL HEALTH
COMPLETE



33. Oral Health Complete logo:

34. Prenatal

35. Prenatal Complete

36. MM6 For Women

37. MM6 for Women logo:



38. Prostate Plus

39. MM6 For Men

40. MM6 For Men logo:



41. MM6 logo:



42. AgeAway

43. Men's Master-Multi

44. Women's Master-Multi

45. Women's Iso-Formula

46. Osteo

47. Antioxidant Plus

48. Endurance

49. PostGame

50. ProStandard Endurance

51. ProStandard PostGame

52. Slim Right

53. Carb Right

54. Focus

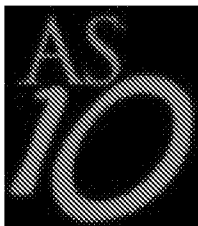
IV. COPYRIGHTED WORKS (all right title and interest in and to all works of copyright, whether published or unpublished, whether registered or not, including all copyrights and renewals or extensions thereto, all rights to prepare derivative works, all goodwill and all moral rights therein, and including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made)

1. All ideas of Amerisciences expressed in tangible media
2. All product formulations
3. All company data and software

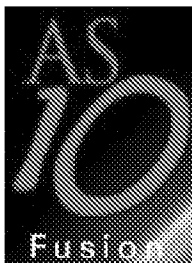
4. All company written materials, including, without limitation, manuals, laboratory notebooks, research, publications, memos, invention disclosures,
5. All advertising copy, including brochures, website screens, logos, graphics, bottle designs, bottle label designs



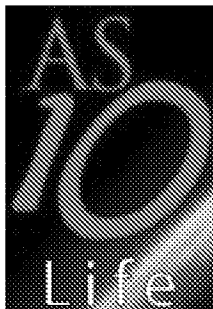
6. Beaker logo



7. AS 10 stylized logo:



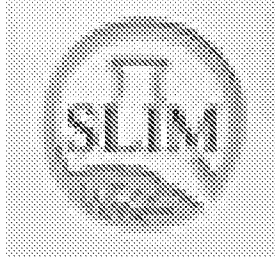
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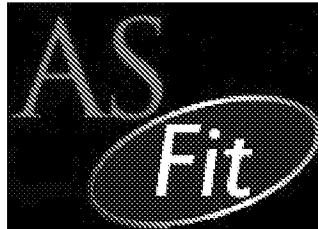
9. AS 10 Life logo:

10. AmeriSciences ProStandard logo:

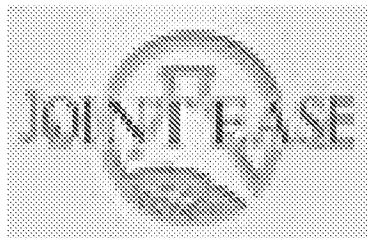




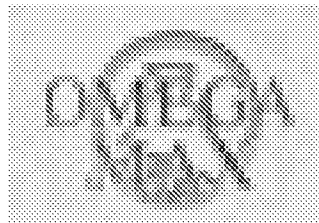
11. Slim logo:



12. AS Fit logo:



13. Joint Ease logo:



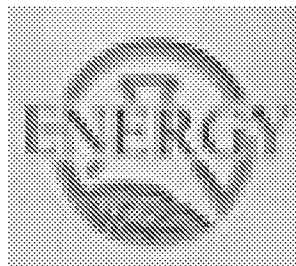
14. Omega Max logo:



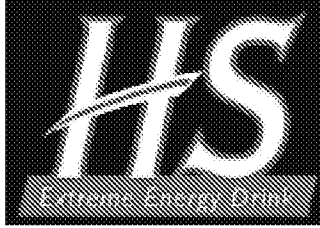
15. Sleep logo:



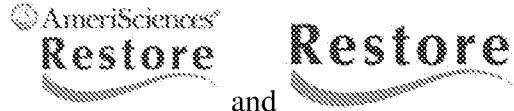
16. OS² logo:



17. Energy logo:



18. Headstart (HS) logo:



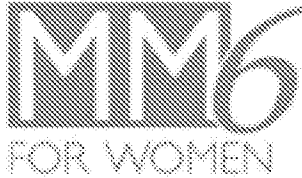
19. Amerisciences Restore logo:

and

20. Oral Health Complete



21. Oral Health Complete logo:



22. MM6 for Women logo:



23. MM6 For Men logo:



24. MM6 logo:

V. TRADE SECRETS and OTHER PROPRIETARY INFORMATION

Including, without limitation, product research and development, laboratory data, unpublished works, confidential business information, business plans, customer lists, product formulations, know-how and including all claims, if any, that may have arisen for infringement, misappropriation or breach prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.