

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
	Jason Allen Cranford		06/21/2013
	Entity Type		
	INDIVIDUAL: UNITED STATES		
RECEIVING PARTY DATA			
Name:	Kannalife Sciences, Inc.		
Street Address:	363 West Hills Road		
City:	West Hills		
State/Country:	NEW YORK		
Postal Code:	11743		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	85390654	CANNATOL
CORRESPONDENCE DATA			
Fax Number:	5167416510		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	516-741-6500		
Email:	trademarks@beharlawfirm.com		
Correspondent Name:	Brad M. Behar & Associates, PLLC		
Address Line 1:	94 Second Street		
Address Line 4:	Mineola, NEW YORK 11501		
ATTORNEY DOCKET NUMBER:	13026/0006		
NAME OF SUBMITTER:	Brad M. Behar		
Signature:	/Brad M. Behar/		
Date:	12/24/2013		
Total Attachments: 3			
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OP \$40.00 85390654

ASSIGNMENT OF TRADEMARKS AND PATENTS

THIS ASSIGNMENT OF TRADEMARKS AND PATENTS (this "Assignment") is made as of June 21, 2013, by BioTech, Inc., a Colorado corporation, and Jason Allen Cranford, an individual (collectively "Assignor"), to Kannalife Sciences, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to that certain asset purchase agreement dated as of June 21, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Purchase Agreement), including without limitation the trademarks and patents of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, sell, transfer, and convey the Assets to Assignee and its successors and assigns.

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks and trademark applications, patents and patent applications, including without limitation, the trademarks, trademark application and the patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being collectively referred to herein as the "Intellectual Property").

NOW, THEREFORE, Assignor, for and in exchange for the payment set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks and Patents as of the date first above written.

BIOTECH, INC.

By: [Signature]
Jason Allen Cranford
Title: Chief Executive Officer

JASON ALLEN CRANFORD

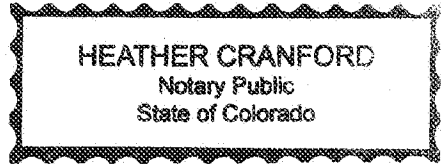
By: [Signature]
Jason Allen Cranford, an individual

State of Colorado)
County of Boulder) ss.:

On this 23rd day of December, 2013, before me, Jason Allen Cranford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



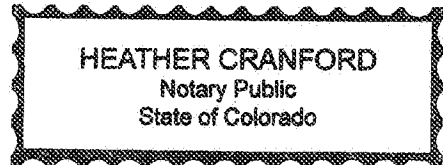
My commission expires
8/12/14

State of Colorado)
County of Boulder) ss.:

On this 23rd day of December, 2013, before me, Jason Allen Cranford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Chief Executive Officer of Biotech, Inc. and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires
8/12/14

SCHEDULE A

Trademarks & Pending Applications

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
Cannatol	U.S. Application No. 85/390,654	August 5, 2011
	<u>Colorado Registration No.</u>	<u>Registration Date</u>
Cannatol 1:1	20111542805	September 27, 2011
Cannatol AM	2111542718	September 27, 2011
Cannatol PM	2011542765	September 27, 2011

Pending Patent Applications

<u>Patent</u>	<u>Application Number</u>	<u>Application Date.</u>
NONE	N/A	N/A

Patents Granted

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
NONE	N/A	N/A

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