

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
Supplement Research and Development LLC		08/29/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Wooldridge Construction Co., Inc.
Street Address:	395 TAYLOR BLVD #120
City:	PLEASANT HILL
State/Country:	CALIFORNIA
Postal Code:	94532
Entity Type:	CORPORATION: CALIFORNIA

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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-961-4641
 Email: gordon@waggettlaw.com

OP \$215.00 2874157

Correspondent Name: Gordon G. Waggett
Address Line 1: 228 West Cowan Drive
Address Line 4: Houston, TEXAS 77007

ATTORNEY DOCKET NUMBER: 6129-003

NAME OF SUBMITTER: Gordon G. Waggett

Signature: /Gordon G. Waggett/

Date: 01/12/2014

Total Attachments: 15

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FORECLOSURE ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “Agreement”) is entered into by and between **Supplement Research and Development LLC**, a Texas limited liability company (“Foreclosed Seller”), and **Wooldridge Construction Co., Inc.** (“Purchaser”).

RECITALS

WHEREAS, Foreclosed Seller acquired the Foreclosed Assets, as defined below, from the Bankruptcy Estate of Amerisciences, L.P. pursuant to the Court order of May 9, 2013, entered in Case No. 12-37545, styled In re Amerisciences, L.P. Such order provided for a reservation of a royalty on sales of certain products utilizing the Foreclosed Assets, as detailed below;

WHEREAS, Bracar-Santam, LLC, a Texas limited liability company, is the holder of a fully perfected security interest over the Foreclosed Assets now owned by Foreclosed Seller, as successor in interest of Amerisciences, L.P.;

WHEREAS, the Foreclosed Assets, as defined below, are those described in the Commercial Security Agreement as “General Intangibles,” including intellectual property as described in Annexes 1 and 2 hereto.

WHEREAS, Bracar-Santam, LLC, under the authority of the power to sell clause found in page 3 of the Commercial Security Agreement in which Bracar-Santam, LLC is the secured party, foreclosed on the Foreclosed Assets.

WHEREAS, on August 19, 2013, Bracar-Santam, LLC conducted a public Foreclosure Sale of the Foreclosed Assets, after having made public the terms and conditions of the sale. The Foreclosure Sale was conducted by the Escrow Agent, Mr. Erwin Wilbanks, Esq., at One Riverway, Suite 1700, Houston, Texas 77056.

WHEREAS, the Foreclosed Seller agreed to the Bracar-Santam, LLC’s foreclosure.

WHEREAS, Purchaser was the Winning Bidder as defined in the Notice of Foreclosure Sale and Bid Procedures of July 30, 2013.

AGREEMENTS

NOW, THEREFORE, pursuant to the terms of the power to sell clause found in page 3 of the Commercial Security Agreement and the Notice of Foreclosure Sale and Bid Procedures, 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:

1. Sale & Purchase. Foreclosed Seller does hereby sell, transfer, convey, assign, and deliver to Purchaser, and Purchaser does hereby purchase, acquire, and accept from Foreclosed

Seller, Foreclosed 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 Annex 1 hereto, is herein referred as 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 Annex 2 hereto, including all associated goodwill (collectively the "Foreclosed Assets").

2. Royalty Obligations. Purchaser shall pay royalties to the Bankruptcy Estate of AmeriSciences, L.P., to the order of Mr. Thomas Grace, Trustee (the "Trustee"), in amounts and subject to the terms and limits set forth below. The phrase "Royalty Payment" as used in this document, has the same meaning as it was given to it in the Court's Order on the Trustee's Motion pursuant to Bankruptcy Code Sections 105(a), 363, and 365 and Bankruptcy Rules 6004 and 6006(I) (I) Authorizing Sale of Substantially all of Debtor's Assets Free and Clear of Liens, Claims, Encumbrances and Other Interests; (II) Approving Asset Purchase Agreement; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (IV) Granting Related Relief of May 9, 2013 (the "Order"), entered in Case No. 12-37545, styled *In re Amerisciences, L.P.*

The Royalty Payments will be paid within one month after the end of each Calendar quarter on the following basis:

- (a) In the event that any of the IP is licensed to a third party in an arm's length transaction wherein both parties have 50% or less but more than 20% direct or indirect common ownership, the royalty will equal 50% of the revenue received from such third party on the sale of Amerisciences-related products. If such common ownership is 20% or less, the royalty percentage will be reduced to 30% of the revenue received from such third party on the sale of Amerisciences-related products.
- (b) In the event any of the IP is exploited by Buyer or an affiliated group or entity wherein both parties have more than 50% direct or indirect common ownership, the royalty will be 10% of gross revenues on sales of Amerisciences-related products (minus returns and adjustments, sales tax or equivalent, freight, custom duties, and other usual and customary terms of a royalty payment).
- (c) In the event Seller does not now own 100% of any IP, the applicable royalty percentage with regard thereto will be one-half of the percentage set forth above.
- (d) As used herein the term "Amerisciences-related products" means any dietary supplements or similar products that incorporate, in whole or in part, any of the science taught by the claims in the Patent and Patent Applications listed on Annex 2 hereto (and any patents resulting therefrom) or improvements or derivatives therefrom taught in the claims of *subsequently-filed patent applications* (and resulting patents) claiming priority to (or claiming the benefit of the filing date) the Patent Applications listed on Annex 2 hereto.

- (e) Once Amerisciences has received total cash from all sources, including royalty hereunder, sufficient to pay all allowed claims in full, including but not limited to administrative claims and fees and expenses incurred in confirming and consummation of a plan, all royalty payments will cease. In pursuing asset recovery and claim objections, the Trustee or his successor will reasonably consult with the Purchaser and Purchaser shall have the right to prosecute or intervene in any claim objections.

Purchaser shall submit to the Trustee:

- (a) written quarterly reports (each a “Quarterly Reports”) within thirty (30) calendar days after the end of each quarter of each calendar year (March 31; June 30; September 30; December 31) identifying the Amerisciences-related products sold and revenue received from third party licensees for the then-ending quarter, and the corresponding amount owed to Trustee as the Royalty Payment for that quarter (the “Quarterly Royalty Payment”). Each Quarterly Report shall set forth details sufficient to show how the Quarterly Royalty Payment was calculated and shall be certified as accurate by the Chief Financial Officer, or similar officer, of Purchaser. Each Quarterly Report must be received by Trustee not later than the date that the Quarterly Royalty Payment for the respective quarter is due. Payment of each Quarterly Royalty Payment must be paid to Trustee in full within one month after the end of each quarter.
- (b) Trustee shall be given access by Purchaser to Purchaser’s records at Purchaser’s office, wherever commercially reasonable, in order to review Purchaser’s Royalty Payment calculations. If Trustee’s review determines that any Quarterly Royalty Payment has been deficient, Purchaser shall have thirty (30) calendar days to pay Trustee the deficient amount. If Trustee’s review determines that any Quarterly Royalty Payment has been excessive, Trustee shall have thirty (30) calendar days to pay Purchaser the excess amount. Notwithstanding the foregoing, if Purchaser disputes the deficiency or excess payment determined by Trustee, then payment by Purchaser of the deficiency or by Trustee of the excess amount shall be delayed for thirty (30) calendar days to allow Purchaser to conduct a review and confirm the deficiency or excess amount determined by Trustee unless Purchaser and Trustee reach an agreement on another Royalty Payment amount. If Purchaser and Trustee cannot reach an agreement, then they shall engage a CPA to mediate or, if necessary, to decide the dispute. They shall select the CPA by mutual agreement if possible and if not by one party picking the CPA firm and the other party picking a CPA in that firm. The cost of the CPA shall be paid by the parties jointly. When the Quarterly Royalty Payment has been finally determined, then Trustee shall have thirty (30) business days to pay the deficiency, if any, and its share of the cost of the CPA (and if applicable the Trustee’s review expenses) or Trustee shall have thirty (30) calendar days to pay the excessive amount, if any, and its share of the cost of the CPA. Further, if the Quarterly Royalty Payment due has been determined as a result of the engagement of the CPA and Purchaser fails to pay the deficient amount, if any, when due, then Purchaser’s failure to pay shall be a material breach of this Agreement. The right to audit each quarter shall terminate twelve (12) months from the date of receipt of by the Trustee of each quarterly accounting and payment therefor.

- (c) Purchaser shall have the right to enter into such third party license, marketing, and other such agreements with third parties, so long as each such third parties agree to be bound by the Royalty Payment obligations and all other obligations hereunder.

3. **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 below.

**SUPPLEMENT RESEARCH AND
DEVELOPMENT, LLC**

By: 

Carlos Montesinos, President

**WINNING BIDDER
WOOLDRIDGE CONSTRUCTION CO.
INC.**

By: _____
Name: Robert E. Wooldridge
Title: President
Date: August 29, 2013

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**SUPPLEMENT RESEARCH AND
DEVELOPMENT, LLC**

By: _____
Carlos Montesinos, President

**WINNING BIDDER
WOOLDRIDGE CONSTRUCTION CO.
INC.**

By: 
Name: Robert E. Wooldridge

Title: President

Date: August 29, 2013

**ANNEX 1
TO
FORECLOSURE ASSIGNMENT OF INTELLECTUAL PROPERTY**

“Company” or “Foreclosed Seller” means Supplement Research and Development, LLC, the successor in interest of Amerisciences, L.P., and purchaser of all of Amerisciences, L.P. assets 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 Foreclosed Seller’s now owned and hereafter acquired, created or arising “general intangibles” (as defined in Article 9 of the UCC as adopted in Texas) 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.

[Remainder of page intentionally left blank]

**ANNEX 2
TO
FORECLOSURE ASSIGNMENT OF INTELLECTUAL PROPERTY**

All right, title and interest, worldwide, in all intellectual property assets and intellectual capital used, held, or owned by Amerisciences, L.P. 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:

I. PATENTS and PATENT APPLICATIONS including all right, title, and interest worldwide in and to the inventions, any and all applications thereon, 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 Purchaser 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. Non-Provisional 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 co-inventors, 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. Mr. Jones assigned its rights in this Application to Nugevity LLC on April 20, 2013, and this assignment was recorded in the U.S. Patent and Trademark Office on 4/26/2013.
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 co-inventors.
3. U.S. Provisional Application No. 61/489,631, filed May 24, 2011, naming Carlos A. Montesinos and Jeffery A. Jones as co-inventors.
4. Patent Cooperation Treaty Application Number PCT/US13/35045, filed April 2, 2013, in the names of Applicants: Jeffrey A. Jones and Amerisciences,

L.P., 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. Mr. Jones assigned his rights in this Application to Nugevity LLC on April 20, 2013, and this assignment was recorded in the U.S. Patent and Trademark Office on April 26, 2013 at Reel/Frame 030300/0008.

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

1. U.S. Non-Provisional 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, L.P., 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, L.P. and claiming priority from U.S. Patent Application Serial No. 61/472,779.


II. 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



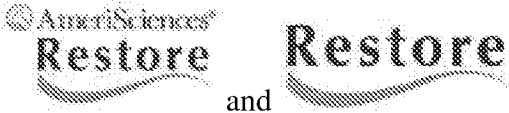

27. Energy logo: logo not registered


28. Headstart




29. Headstart (HS) logo:

30. AMERISCIENCES Restore


31. Amerisciences Restore logo:  and 
32. 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: 

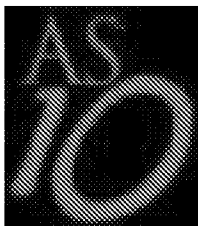
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42. AgeAway
43. Men's Master-Multi
44. Women's Master-Multi
45. Women's Iso-Formula
46. Osteo
47. Antioxidant Plus
48. Endurance
49. PostGame
50. ProStandard Endurance
51. ProStandard PostGame
52. Slim Right
53. Carb Right
54. Focus

III. 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:

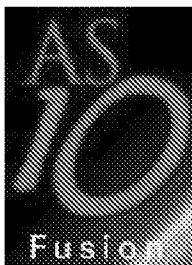
1. All ideas of Amerisciences expressed in tangible media
2. All product formulations
3. All company data and software
4. All company written materials, including, without limitation, manuals, laboratory notebooks, research, publications, memos, invention disclosures,
5. All advertising copy, including brochures, website screens, logos, graphics, bottle designs, bottle label designs



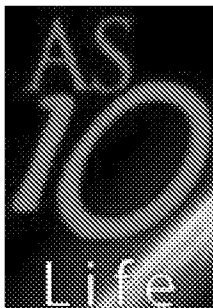
6. Beaker logo



7. AS 10 stylized logo:



8. AS 10 Fusion logo:



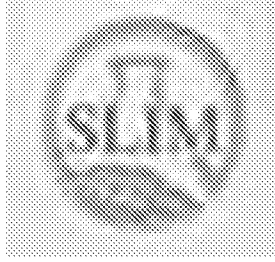
9. AS 10 Life logo:

10. AmeriSciences

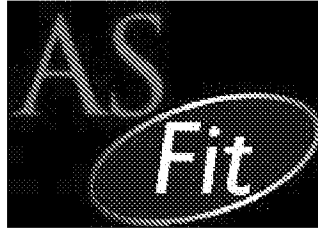
ProStandard

logo:

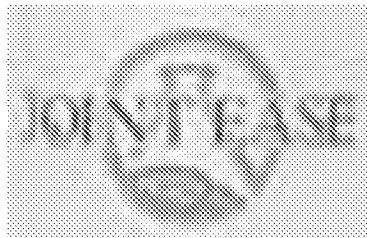




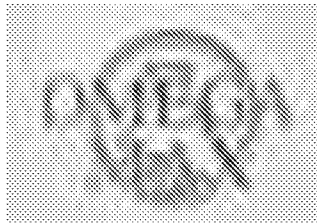
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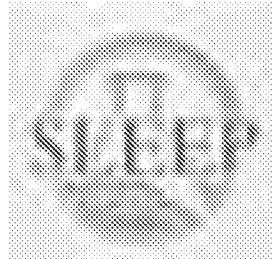
12. AS Fit logo:



13. Joint Ease logo:



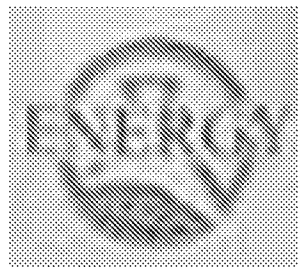
14. Omega Max logo:



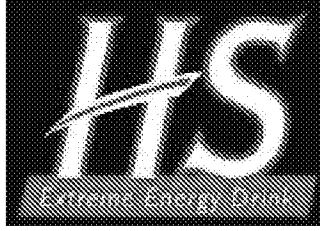
15. Sleep logo:



16. OS² logo:



17. Energy logo:



18. Headstart (HS) logo:

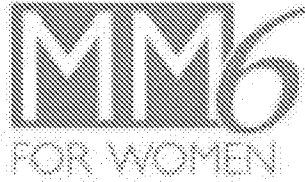


19. Amerisciences Restore logo:

20. Oral Health Complete



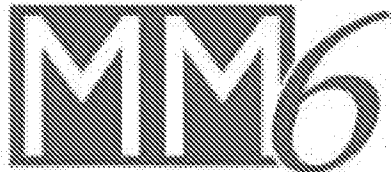
21. Oral Health Complete logo:



22. MM6 for Women logo:



23. MM6 For Men logo:



24. MM6 logo:

IV. 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.