

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2010
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cytogenix Laboratories SRL		01/01/2010	CORPORATION: BARBADOS

RECEIVING PARTY DATA

Name:	Cytogenix Trademark Ltd.
Street Address:	381 North Service Road West
City:	Oakville, Ontario
State/Country:	CANADA
Postal Code:	L6M0H4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2329696	XENADRINE
Registration Number:	3629701	XENADRINE RFA-1

CORRESPONDENCE DATA

Fax Number: 9056784079

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

Phone: 905-290-4371

Email: joann.heikkila@iovate.com

Correspondent Name: Jo-Ann Heikkila

Address Line 1: 381 North Service Road West

Address Line 4: Oakville, Ontario, CANADA L6Z1Z8

ATTORNEY DOCKET NUMBER:	XENADRINE
NAME OF SUBMITTER:	Jo-Ann Heikkila
SIGNATURE:	/J. Heikkila/
DATE SIGNED:	04/02/2015

Total Attachments: 22

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") effective as of January 1, 2010 (the "Effective Date") is entered into between Cytogenix Trademark Ltd. (the "Purchaser") and Cytogenix Laboratories SRL (the "Vendor").

WHEREAS on the Effective Date, Vendor sold to Purchaser all of the Vendor's right, title and interest in and to the Vendor's trademarks including, without limitation, all applications therefore, all registrations resulting therefrom, all common law rights therein, the right to recover for the infringement thereof and the goodwill of the business appurtenant thereto and which is symbolized (including, without limitation, as identified in Schedule A attached hereto) (collectively, the "Purchased Assets");

AND WHEREAS notwithstanding that Vendor and Purchaser did not reduce to writing the terms and conditions of the purchase and sale of the Purchased Assets on the Effective Date, the terms and conditions set out in this Agreement accurately reflects the intention and actions of the parties with respect to the purchase and sale of the Purchased Assets;

AND WHEREAS the parties wish to enter into this Agreement for the purpose of confirming in writing the terms and conditions of the purchase and sale of the Purchased Assets;

NOW THEREFORE in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), and intending to be legally bound hereby, the parties hereby agree as follows:

1. PURCHASE OF ASSETS

- (a) The Vendor hereby confirms the sale, assignment and transfer of the Purchased Assets to the Purchaser and the Purchaser hereby confirms the purchase of the Purchased Assets with effect as and from 12:01 a.m. (Toronto time) on the Effective Date (the "Purchase Time") on the terms and conditions hereinafter set forth, for consideration equal to the Purchase Price (as hereinafter defined).

2. PAYMENT OF PURCHASE PRICE

- (a) The purchase price for the Purchased Assets is the sum of [REDACTED] (the "Purchase Price"), which is the fair market value of the Purchased Assets as at the Purchase Time, and shall be satisfied in full by the issuance by the Purchaser to the Vendor of a demand promissory note with a face value of [REDACTED] with such terms and conditions as agreed to between the Purchaser and the Vendor, each acting reasonably (the "Promissory Note").

3. ASSUMPTION OF CONTRACTS

- (a) The Purchaser hereby agrees, as and from the Purchase Time, to abide by and be bound by the provisions of any and all contracts and agreements included in or relating solely to the Purchased Assets as if it were an original party thereto (collectively, the "Contracts").
- (b) The Vendor shall (prior to and after the Effective Date) use its commercially reasonable efforts to obtain all consents and waivers necessary to assign the Contracts to the Purchaser. In any case where a consent required under a Contract shall be refused or otherwise not obtained or where such Contract cannot be assigned, leased, subleased, sub-licensed or transferred to the Purchaser:
 - (i) (to the extent permissible under the relevant Contract) the Vendor shall provide or cause to be provided to the Purchaser the benefit of the Contract, or the relevant portions thereof, and shall deliver or cause to be delivered to the Purchaser any monies, goods or other benefits received thereunder as agent of and trustee for the Purchaser and shall, immediately upon receipt of the same, account for and pay or deliver to the Purchaser all such monies, goods and other benefits;
 - (ii) (to the extent permissible under the relevant Contract) the Purchaser shall perform the Contract, on its respective terms and conditions, and shall fully indemnify the Vendor in respect of the same; and
 - (iii) the Vendor shall use its commercially reasonable efforts to reach a mutually acceptable solution to enable the Purchaser to obtain the benefit of such Contract.
- (c) The Purchaser shall not be responsible or liable for any liabilities of the Vendor relating to the Purchased Assets or otherwise except as provided herein.
- (d) The Vendor shall be responsible for the payment, satisfaction, discharge, observance, performance or fulfilment of the liabilities as are not assumed by the Purchaser and shall indemnify and save harmless the Purchaser from and against any and all losses, costs, damages, expenses and liabilities that may be paid, suffered or incurred by the Purchaser arising out of, or as a result of, or relating in any manner whatsoever to any suit or action taken by any other party because of the failure of the Vendor to pay, satisfy, discharge, observe, perform and fulfil any and all of the covenants, conditions, agreements and obligations arising out of and under its liabilities.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES RESPECTING VENDOR

- (a) The Vendor covenants, represents and warrants as at the Purchase Time as follows, and acknowledges that the Purchaser has relied and is relying upon such covenants, representations and warranties in connection with the purchase by the Purchaser of the Purchased Assets:

- (i) all necessary corporate action of the Vendor to authorize the execution, delivery and performance of this Agreement has been taken;
- (ii) this Agreement has been duly executed and delivered by the Vendor and constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms;
- (iii) the Vendor has the corporate power to own its property, including the Purchased Assets, and to perform its obligations under this Agreement;
- (iv) the Vendor has good and marketable title, free and clear of any and all claims, liens, encumbrances and security interests whatsoever to all of the Purchased Assets; and
- (v) none of the Purchased Assets constitute "taxable Canadian property" as such term is defined in the *Income Tax Act* (Canada).

5. COVENANTS, REPRESENTATIONS AND WARRANTIES RESPECTING PURCHASER

- (a) The Purchaser covenants, represents and warrants as at the Purchase Time as follows and acknowledges that the Vendor has relied and is relying upon such covenants, representations and warranties in connection with the sale by the Vendor of the Purchased Assets:
 - (i) all necessary corporate action of the Purchaser to authorize the execution, delivery and performance of this Agreement has been taken;
 - (ii) this Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its terms; and
 - (iii) the Purchaser has the corporate power to own its property and to perform its obligations under this Agreement.

6. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

- (a) The covenants, representations and warranties of each of the Vendor and the Purchaser contained in this Agreement shall survive the closing of the purchase and sale of the Purchased Assets herein provided for, for a period of two (2) years from the Effective Date.

7. DELIVERIES

- (a) The Vendor shall deliver to the Purchaser, to the location or locations as determined by the Purchaser, all of the Purchased Assets with effect as of the Effective Date.
- (b) The Vendor shall deliver to the Purchaser all necessary deeds, conveyances, bills of sale, assurances, transfers, assignments and any other documents

necessary or reasonably required by the Purchaser to effectively transfer the Purchased Assets to the Purchaser with effect as of the Effective Date.

- (c) The Purchaser shall deliver to the Vendor the Promissory Note dated effective as of the Effective Date.

8. SALES AND TRANSFER TAXES

- (a) Each party shall pay direct to the appropriate taxing authorities all taxes payable by such party including, without limitation, federal, state or municipal sales, use, excise, services and land transfer taxes, in respect of the sale, assignment or transfer of the Purchased Assets under this Agreement and, upon the reasonable request of the other party, shall furnish proof of such payment.
- (b) The price payable by the Purchaser to the Vendor for the accounts receivable includes all amounts ("Tax Amounts") payable by customers on account of goods and services tax and all other sales taxes which the Vendor is required to collect from customers in conjunction with such accounts receivable and which the Vendor has remitted or is obliged to remit to the relevant taxing authority. All amounts collected by the Purchaser in respect of Tax Amounts shall be retained by it, and the Purchaser shall not be required to remit any part of the Tax Amounts to any taxing authority. The Vendor agrees to indemnify the Purchaser for any Tax Amounts and any interest and penalties thereon that may be assessed against the Purchaser and all costs and expenses which the Purchaser may incur in respect of any such assessment.

9. BULK SALES LEGISLATION

- (a) The parties hereto waive the provisions of any bulk sales legislation in any jurisdiction in which the Vendor operates. The Vendor agrees to indemnify and save the Purchaser harmless from and against any losses, expenses and/or damages of any nature or type whatsoever, which the Purchaser suffers directly or indirectly out of or relating to the Vendor's failure to comply with such legislation to the extent that they may apply to the transactions contemplated herein.

10. FURTHER ASSURANCES

- (a) Each of the parties hereto shall from time to time at the other's request and expense, without further consideration, execute and deliver such other instruments, transfers, conveyances and assignments and take all such other actions as may be required to more effectively complete any matter provided for herein.

11. SUCCESSORS AND ASSIGNS

- (a) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. GOVERNING LAW

- (a) This Agreement shall be construed under the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to principles of conflicts of laws. The parties hereto irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario for all matters arising out of or in connection with this Agreement.

13. SECTIONS AND HEADINGS

- (a) The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to a Section or Schedule refers to the specified Section of or Schedule to this Agreement and any reference in this Agreement to a Section shall include a subsection of such Section, as applicable.

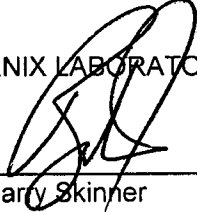
14. COUNTERPARTS

- (a) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution may be made by facsimile signature which, for all purposes, shall be deemed to be an original.

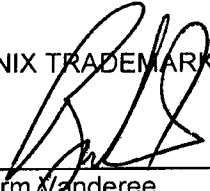
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15th IN WITNESS WHEREOF, this Agreement has been executed by the parties on the day of JAN and is effective as of the Effective Date.

CYTOGENIX LABORATORIES SRL

By: 
Name: Barry Skinner
Title: Managing Director

CYTOGENIX TRADEMARK LTD.

By: 
Name: Norm Vanderee
Title: Chief Financial Officer

SCHEDULE A
PURCHASED ASSETS

TRADEMARKS**AUSTRALIA**Registrations

Trade-mark	Registration No.
(CYTOGENIX LABORATORIES HC & Design)	1291410
(CYTOGENIX LABORATORIES & Design)	1291411

Registrations

Trade-mark	Registration No.
CYTOPLEX	854893
METHOXY-PRO	854894
ANDRODYNE	854895
CYTOPRO	854896
CYTODYNE	854897
Z-MASS	854898
XENADRINE	854900

BENELUXRegistrations

Trade-mark	Registration No.
CYTODYNE	976376/692524
ISODYNE	697498
XENADRINE	690075
METHOXY-PRO	694217
Z-MASS	694760
ANDRODYNE	694761
CYTOPRO	697499
CYTOPLEX	697500
TARAXATONE	697501

BULGARIARegistrations

Trade-mark	Registration No.
XENADRINE	47351

CANADAApplications

Trade-mark	Application No.
<p>(CYTOGENIX LABORATORIES HC & Design)</p>	1,412,720

Trade-mark	Application No.
<small>CYTOGENIX LABORATORIES</small> (CYTOGENIX LABORATORIES & Design)	1,412,721

CHINAApplications

Trade-mark	Application No.
<small>CYTOGENIX LABORATORIES</small> (CYTOGENIX LABORATORIES & Design)	7284417
<small>CYTOGENIX</small> (CYTOGENIX LABORATORIES HC & Design)	7284418

CZECH REPUBLICRegistrations

Trade-mark	Registration No.
XENADRINE	248800

DENMARKRegistrations

Trade-mark	Registration No.
ISODYNE	VR 2001 00211
ANDRODYNE	VR 2001 00213
CYTOPRO	VR 2001 00215
CYTOPLEX	VR 2001 00218
XENADRINE	VR 2001 00219

ECUADORRegistrations

Trade-mark	Registration No.
XENADRINE	19612

EUROPEAN UNIONRegistrations

Trade-mark	Registration No.
<p><small>D-TORGENIX LABORATORIES</small></p> <p>(CYTOGENIX LABORATORIES & Design)</p>	008185101
<p><small>D-TORGENIX LABORATORIES</small></p> <p>(CYTOGENIX LABORATORIES HC & Design)</p>	008185175

FRANCERegistrations

Trade-mark	Registration No.
ANDRODYNE	00 3 064 683
CYTODYNE	00 3 064 682
CYTOPLEX	00 3 064 680
CYTOPRO	00 3 064 681
METHOXY-PRO	00 3 064 686
TARAXATONE	00 3 064 679
XENADRINE	00/3064678
Z-MASS	00 3 064 684

GREECERegistrations

Trade-mark	Registration No.
XENADRINE	145911
TARAXATONE	145912
CYTOPLEX	145913
CYTOPRO	145914
CYTODYNE	145915
ANDRODYNE	145916
Z-MASS	145917
METHOXY-PRO	145919

HUNGARYRegistrations

Trade-mark	Registration No.
XENADRINE	174461

INDONESIARegistrations

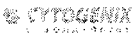

Trade-mark	Registration No.
METHOXY-PRO	489976
Z-MASS	489977
ANDRODYNE	489978
CYTODYNE	489979
CYTOPLEX	489980
CYTOPRO	489981
TARAXATONE	489982
XENADRINE	489983

IRELANDRegistrations

Trade-mark	Registration No.
TARAXATONE	219960
CYTOPRO	219961
CYTODYNE	219962
ANDRODYNE	219963
Z-MASS	219964



Trade-mark	Registration No.
METHOXY-PRO	219965
CYTOPLEX	221882
XENADRINE	223956

JAPANRegistrations

Trade-mark	Registration No.
 (CYTOGENIX LABORATORIES HC & Design)	5268757
 (CYTOGENIX LABORATORIES & Design)	5268756

Registrations

Trade-mark	Registration No.
CYTOPLEX	4547495
CYTOPRO	4547496
CYTODYNE	4547497
ANDRODYNE	4547498
Z-MASS	4555652
XENADRINE	4557189
METHOXY-PRO	4557190

Trade-mark	Registration No.
TARAXATONE	4589138
 (CYTOGENIX LABORATORIES HC & Design)	5268757
 (CYTOGENIX LABORATORIES & Design)	5268756
TARAXATONE	5244674
CYTONOX	5268758
CYTOCELL	5268759

KOREARegistrations

Trade-mark	Registration No.
XENADRINE EFX	40-0768245



KUWAITRegistrations

Trade-mark	Registration No.
CYTODYNE	38457
TARAXATONE	38467
XENADRINE	38486
Z-MASS	39564

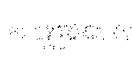

LEBANON**Registrations**

Trade-mark	Registration No.
XENADRINE	85748
TARAXATONE	85749
CYTOPLEX	85750
CYTOPRO	85751
CYTODYNE	85752
ANDRODYNE	85753
ISODYNE	85755
METHOXY-PRO	85756
Z-MASS	85757

MEXICO**Registrations**

Trade-mark	Registration No.
 (CYTOGENIX LABORATORIES HC & Design)	1118487
 (CYTOGENIX LABORATORIES & Design)	1124562

NEW ZEALANDRegistrations

Trade-mark	Registration No.
 (CYTOGENIX LABORATORIES HC & Design)	804223
 (CYTOGENIX LABORATORIES & Design)	804224

PANAMARegistrations

Trade-mark	Registration No.
XENADRINE	119427

PARAGUAYRegistrations

Trade-mark	Registration No.
XENADRINE	260.596

PERURegistrations

Trade-mark	Registration No.
XENADRINE	81754



PHILIPPINESRegistrations

Trade-mark	Registration No.
TARAXATONE	4-2000-09222

ROMANIARegistrations

Trade-mark	Registration No.
XENADRINE	52671

SINGAPORERegistrations

Trade-mark	Registration No.
 (CYTOGENIX LABORATORIES & Design)	T0903438G
 (CYTOGENIX LABORATORIES HC & Design)	T0903435B

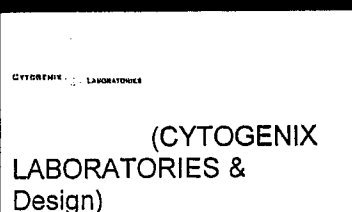
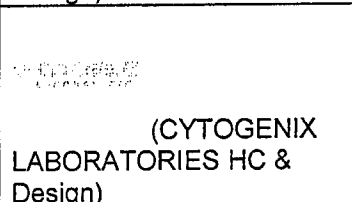
Registrations

Trade-mark	Registration No.
XENADRINE	T00/19052A

SLOVAK REPUBLICRegistrations

Trade-mark	Registration No.
XENADRINE	203933

SOUTH AFRICAApplications

Trade-mark	Application No.
 (CYTOGENIX LABORATORIES & Design)	2009/05783
 (CYTOGENIX LABORATORIES HC & Design)	2009/05784

SPAINRegistrations

Trade-mark	Registration No.
XENADRINE	2,521,399
CYTOPLEX	2,521,400

TAIWANRegistrations

Trade-mark	Registration No.
Z-MASS	00967398

Trade-mark	Registration No.
ANDRODYNE	00967399
CYTOPLEX	00967401
TARAXATONE	00967402
XENADRINE	00967403
CYTODYNE	00967404
METHOXY-PRO	00975288
CYTOPRO	00967400
ISODYNE	00975293

UNITED ARAB EMIRATES

Registrations

Trade-mark	Registration No.
CYTOPLEX	35312
XENADRINE	35313
ANDRODYNE	35345
CYTODYNE	35346
CYTOPRO	35347
METHOXY-PRO	36931
ISODYNE	36932
Z-MASS	36933

UNITED KINGDOM**Registrations**

Trade-mark	Registration No.
CYTOPRO	2250946
ANDRODYNE	2250949
CYTODYNE	2250949
Z-MASS	2250949
ISODYNE	2250950
METHOXY-PRO	2250952
CYTOPLEX	2250954
TARAXATONE	2250956
XENADRINE	2250957



UNITED STATES OF AMERICA**Registrations**

Trade-mark	Registration No.
<small>CYTOGENIX LABORATORIES</small> (CYTOGENIX LABORATORIES & Design)	3,807,805
<small>CYTOGENIX LABORATORIES HC</small> (CYTOGENIX LABORATORIES HC & Design)	3,807,804

Applications

Trade-mark	Application No.
THERMODYNE	85/121,051

Registrations

Trade-mark	Registration No.
XENADRINE	2,329,696
TARAXATONE	2,332,868
Z-MASS	2,416,576
METHOXY-PRO	2,501,695
CYCLO Z-MASS	2,512,691
CYTODYNE	2,266,294
INSTANT EFX	3,032,624
 (XENADRINE & Design) NOTE COLOUR IS CLAIMED AS A FEATURE	3,292,639
 (XENADRINE EFX & Design) NOTE COLOUR IS CLAIMED AS A FEATURE	3,296,089
XENADRINE RFA-1	3,629,701

URUGUAYRegistrations

Trade-mark	Registration No.
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Trade-mark	Registration No.
XENADRINE	337312

VENEZUELARegistrations

Trade-mark	Registration No.
XENADRINE	P-245539