

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One World Science, Inc.		11/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIN Science LLC		
Street Address:	8310 South Valley Highway, Suite 300		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3755792	SMART MIND	
Registration Number:	3754315	PRO-BIOTICS FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	3036239222		
<i>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.</i>			
Phone:	303-628-9570		
Email:	MMeyer@LRRLaw.com		
Correspondent Name:	Mark A. Meyer		
Address Line 1:	1200 Seventeenth Street, Ste 3000		
Address Line 2:	LEWIS ROCA ROTHGERBER LLP		
Address Line 4:	Denver, COLORADO 80202-5855		
ATTORNEY DOCKET NUMBER:	300531.00002(3DASGMT2TM)		
NAME OF SUBMITTER:	Mark A. Meyer		
SIGNATURE:	/Mark A. Meyer/		
DATE SIGNED:	09/04/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "IP Assignment") dated as of November 14, 2014 (the "Effective Date"), is by and between **One World Science, Inc.**, a Delaware corporation ("Assignor"), and **BIN Science, LLC**, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor, Assignee and the other signatories thereto are parties to an Asset Purchase Agreement dated November 14, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Assignor (as Seller thereunder) has agreed to sell, convey, assign, transfer and deliver to Assignee (as Buyer thereunder), and Assignee has agreed to purchase and accept from Assignor, all Intellectual Property Rights, as more fully set forth and described in the Purchase Agreement. The execution and delivery of this IP Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement will control.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Effective as of the Closing, Assignor hereby absolutely and unconditionally gives, grants, bargains, sells, transfers, sets over, assigns, conveys, releases, confirms and delivers to Assignee, its successors and assigns, forever, as an entirety, all of Assignor's right, title and interest in and to the Intellectual Property Rights (which comprise a portion of the Purchase Assets acquired by Assignee under the Purchase Agreement), free and clear of all Restrictions. The Intellectual Property Rights are specified in additional and more detail in the Purchase Agreement, and include without limitation, the following:

a. all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's Business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the Business symbolized by the Marks;

b. all of Assignor's right, title and interest in and to the telephone numbers set forth on Schedule 2 (the "Telephone Numbers");

c. all trade names, copyrights, patents, processes, data and databases used in connection with the Purchased Assets or pertaining to the Business;

d. all Products and all research and development, formulas and operating procedures for manufacturing and distributing the Products;

e. all customer accounts, customer lists and supplier lists of or pertaining to the Purchased Assets or the Business; and

f. all marketing processes and materials of or pertaining to the Products or the Business.

3. Assignee hereby accepts the assignment of the Intellectual Property Rights, and assumes such rights on and after the Closing, subject to the rights and remedies in the Purchase Agreement.

4. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Intellectual Property Rights and shall take no actions jeopardizing the existence or enforceability of the Intellectual Property Rights or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any trademark, service mark or trade name anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

5. Notwithstanding any other provision of this IP Assignment to the contrary, nothing contained in this IP Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignor set forth in the Purchase Agreement, nor shall this IP Assignment expand or enlarge any remedies under the Purchase Agreement. This IP Assignment is intended only to effect the transfer of the Marks and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

6. The Parties agree that they will, at any time and from time to time, upon request of the other, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all further instruments as may be reasonably necessary to carry out the purpose or intent of this IP Assignment. Both Parties agree to take any further actions and execute and file any further documents necessary to carry out the letter and spirit of this IP Assignment.

7. This IP Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee and their respective successors, assigns and transferees.

8. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Nevada.

9. This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This IP Assignment shall become effective when duly executed and delivered by each Party. Counterparty signature pages to this IP Assignment may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page shall constitute an original for all purposes.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this IP Assignment as of the date first written above.

ASSIGNOR:

ONE WORLD SCIENCE, INC

By: 

Name: Adam Michelin

Title: CEO

ASSIGNEE:

BIN SCIENCE, LLC

By: _____

Name: Michael Finamore

Title: Manager

IN WITNESS WHEREOF, Assignor has executed this IP Assignment as of the date first written above.

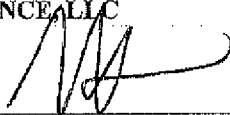
ASSIGNOR:

ONE WORLD SCIENCE, INC.

By: _____
Name: Adam Michelin
Title: _____

ASSIGNEE:

BIN SCIENCE, LLC

By:  _____
Name: Michael Finamore
Title: Manager

SCHEDULE 1

MARKS

Trademark	Serial / Registration No.	Registration Date	Jurisdiction	Status
One World Science	N/A	N/A	N/A	Unregistered
OWS	N/A	N/A	N/A	Unregistered
<i>See Registered Trademarks on Following Pages</i>				

SCHEDULE 2

TELEPHONE NUMBERS

Telephone numbers
REDACTED

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Jurisdiction
1. SMART MIND	3,755,792	March 2, 2010	USA
2. PRO-BIOTICS FOR LIFE	3,754,315	March 2, 2010	USA
[Remaining Registered Trademarks Redacted]			