

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM419999

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APS BioGroup, LLC		12/30/2016	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PanTheryx Acquisition Co., Inc.		
<b>Street Address:</b>	5480 Valmont Rd. Suite 325		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86955095	APS BIOGROUP	
<b>Registration Number:</b>	4603486	COLOSTRUM COMPLETE	
<b>Registration Number:</b>	4580053	VIRALOX	
<b>Registration Number:</b>	4521910	INFOPROTEIN	
<b>Registration Number:</b>	4521553	IMMULOX	
<b>Registration Number:</b>	3826636	INFOPEPTIDE	
<b>Registration Number:</b>	3918250	IMMUNE BALANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	burtner.jody@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Department		
<b>Address Line 4:</b>	Denver, COLORADO 50202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	503616-1		

OP \$190.00 86955095

<b>NAME OF SUBMITTER:</b>	Jody L. Burtner
<b>SIGNATURE:</b>	/Jody L. Burtner/
<b>DATE SIGNED:</b>	03/17/2017
<b>Total Attachments: 5</b> source=APS Biogroup LLC Assignment to PanTheryx Acquisition Co., Inc#page1.tif source=APS Biogroup LLC Assignment to PanTheryx Acquisition Co., Inc#page2.tif source=APS Biogroup LLC Assignment to PanTheryx Acquisition Co., Inc#page3.tif source=APS Biogroup LLC Assignment to PanTheryx Acquisition Co., Inc#page4.tif source=APS Biogroup LLC Assignment to PanTheryx Acquisition Co., Inc#page5.tif	

## TRADEMARK ASSIGNMENT

### PARTIES TO THE ASSIGNMENT:

#### Assignor(s):

APS Biogroup LLC  
2235 South Central Ave  
Phoenix, AZ 85004  
United States  
An Arizona limited liability company

#### Assignee:

PanTheryx Acquisition Co., Inc.  
5480 Valmont Rd, Suite 325  
Boulder, CO 80301  
United States  
State of Incorporation: Colorado

### TRADEMARKS SUBJECT TO THE ASSIGNMENT:

See Schedule A attached hereto (the "Trademarks").

WHEREAS, the Assignor a company registered in the state identified above and having a principal place of business at the location identified above, is the owner of the entire right, title, and interest in, to and under the Trademarks and the U.S. trademark registrations identified on the attached Schedule A (collectively, the "Trademark Rights");

WHEREAS, Assignor and Assignee have executed that certain Asset Purchase Agreement dated the 30th day of December 2016 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to receive all right, title and interest in and to all of the Trademark Rights and the goodwill of the business associated therewith, or that portion of the goodwill of the business to which the Trademark Rights pertain, and all applications and registrations for the forgoing;

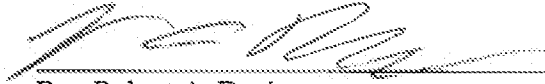
NOW THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor has sold, transferred, assigned, and conveyed, and hereby sells, transfers, assigns, and conveys unto Assignee, its successors and assigns, all right, title, and interest in and to the Trademark Rights, including any priority filing rights, in the United States of America and any foreign countries, together with that portion of the goodwill associated with the business to which the Trademarks pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the Rights to recover for claims of damages and profits for past, present, or future infringements thereof; and

Assignor further represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Trademark Rights that it currently possesses, and that Assignor has not conveyed nor will convey hereafter the Trademark Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute and deliver such additional papers, instruments, and writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Trademark Rights, including giving testimony in any proceedings or transactions

involving the Trademark Rights and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has signed this document as of this 30th day of December, 2016.

APS Biogroup, LLC



By: Robert A. Davies

Title: President and CEO

TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Robert Davies, President and CEO of APS Biogroup, LLC, authorized to execute the foregoing instrument for the purposes and considerations therein expressed.

12/30/2016

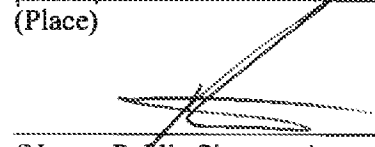
(Date)

Phoenix ARIZONA Maricopa County

(Place)

April 21, 2020

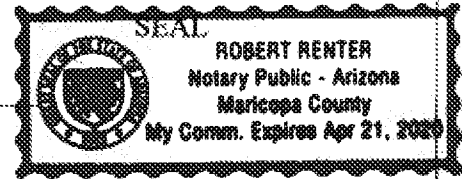
(Commission Expiry Date)



(Notary Public Signature)

Robert Renter

(Notary Public Name)



SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademark Rights and the associated goodwill of Assignor's business;

IN WITNESS WHEREOF, Assignee has signed this document as of this 30th day of December, 2016.

PanTheryx Acquisition Co., Inc.



By: Scott A. Hyman  
Title: Secretary

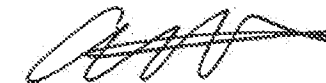
TODAY, BEFORE ME, a Notary Public in and for the place indicated below, personally appeared Scott A. Hyman of PanTheryx Acquisition Co., Inc., authorized to execute the foregoing instrument for the purposes and considerations therein expressed.

12-30-16  
(Date)

Boulder, Colorado  
(Place)

ANDREA MARIE WEBSTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID: 20134040829  
MY COMMISSION EXPIRES JULY 9, 2017

July 9<sup>th</sup>, 2017  
(Commission Expiry Date)

  
(Notary Public Signature)

ANDREA MARIE WEBSTER  
(Notary Public Name)

**SCHEDULE A**

to  
Trademark Assignment  
from  
APS Biogroup, LLC  
to  
PanTheryx Acquisition Co., Inc.

Mark	Country	Registration Status	Reg. Date	Reg. No.
Colostrum Complete	U.S.	ACTIVE	9/9/14	4603468
Viralox	U.S.	ACTIVE	8/5/14	4580053
Infoprotein	U.S.	ACTIVE	4/29/14	4521910
Immulox	U.S.	ACTIVE	4/29/14	4521553
Nutrawellness (1A)	U.S.	ACTIVE – ASSIGNED to Entero International HK	4/16/13	4369099
Nutrawellness (1B)	U.S.	ACTIVE – ASSIGNED to Entero International HK	4/16/13	
APS BioGroup	U.S.	LIVE – FILED	3/28/16	86955095
Infopeptide	U.S.	ACTIVE	7/27/10	3826636
Immune Balance	U.S.	ACTIVE	2/8/11	3918250
Immune Smart	U.S.	COMMON LAW	3/15/13	3918250
Immunopeptides	U.S.	COMMON LAW	11/12/12	n/a
Immune Function Age	U.S.	COMMON LAW	11/12/12	n/a
Colostrum Complete	U.S.	COMMON LAW	7/19/12	n/a
DefyAge Laboratories	U.S.	COMMON LAW	7/19/12	n/a
CYTOLOX	U.S.	COMMON LAW	6/20/06	n/a
Viralox	U.S.	COMMON LAW	6/17/04	n/a
Pharmalox	U.S.	COMMON LAW	5/23/07	n/a
Nutrilox	U.S.	COMMON LAW	3/1/07	n/a