

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mike's Kulyfe, LLC		04/16/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Biosynergy Research & Consulting, Inc.		
Street Address:	5111 Telegraph Avenue No. 124		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94609		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86805591	TEMPLE EXTRACTS	
Serial Number:	86805592	TEMPLE EXTRACTS	
Serial Number:	86805593	TEMPLE EXTRACTS	
Serial Number:	86805586	TEMPLE	
Serial Number:	86805587	TEMPLE	
Serial Number:	86805589	TEMPLE	
Serial Number:	86805594		
Serial Number:	86805595		
Serial Number:	86805596		
CORRESPONDENCE DATA			
Fax Number:			
<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:	5109844285		
Email:	trademarks@brandandbranch.com		
Correspondent Name:	Brand & Branch		
Address Line 1:	1714 Franklin Street #100-336		
Address Line 4:	Oakland, CALIFORNIA 94612		
NAME OF SUBMITTER:	Shabnam Malek		

OP \$240.00 86805591

SIGNATURE:	/Shabnam Malek/
DATE SIGNED:	05/23/2017
Total Attachments: 6 source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page1.tif source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page2.tif source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page3.tif source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page4.tif source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page5.tif source=3. Assignment Agreement Mike's Kulyfe, LLC to Biosynergy Research Inc#page6.tif	

ASSET CONTRIBUTION AGREEMENT

THIS ASSET CONTRIBUTION AGREEMENT (this "Agreement") is made as of this 16th day of April, 2016 by and between MIKE's KULYFE, LLC, a California limited liability company (the "LLC"), and BioSynergy Research & Consulting, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the LLC is engaged in the business (the "Business") of technology development and administrative and management services.

WHEREAS, the LLC desires to contribute, transfer and assign to the Company, and the Company desires to accept from the LLC, subject to the terms of this Agreement, all of the assets of the LLC used in connection with the Business of the LLC; and

WHEREAS, the LLC desires to transfer and assign to the Company, and the Company desires to accept and assume from the LLC, all of the liabilities associated with the operation of the Business of the LLC, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

ARTICLE I

CONTRIBUTION OF ASSETS; ASSUMPTION OF LIABILITIES

Section 1.1 Contribution of Assets. Subject to the terms of this Agreement, the LLC hereby contributes, transfers and assigns to the Company (the "Contribution"), and the Company hereby accepts from the LLC, free and clear of all security interests, mortgages, liens, claims or restrictions of any kind (collectively, "Encumbrances"), all of the LLC's right, title and interest in and to all of the assets, rights and properties used or held for use by the LLC in connection with the Business, including without limitation the trademark "TEMPLE EXTRACTS" (collectively, the "Assets").

Section 1.2 Assumption of Liabilities. Subject to the terms of this Agreement and in connection with the Contribution, the Company hereby accepts and assumes from the LLC all liabilities, duties and obligations of the LLC incurred in connection with its operation of the Business (collectively, the "Assumed Liabilities"). From and after the date of this Agreement, the Company agrees to be bound to and shall pay, perform and discharge, as and when due, all of the liabilities, duties and obligations under the Assumed Liabilities.

ARTICLE II

CONSIDERATION

Section 2.1 Consideration. Subject to the terms of this Agreement, in consideration for the Contribution of the Assets by the LLC to the Company, the Company hereby accepts and assumes the

Assumed Liabilities and hereby issues to the LLC 400,000 shares of the Company's Common Stock (the "Shares").

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE LLC

Section 3.1 Organization. The LLC is a limited liability company duly organized and validly existing under the laws of the State of California. The LLC has the corporate power to own its properties and to carry on its business and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would have a material adverse effect on the LLC.

Section 3.2 Authorization. The LLC has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the LLC of this Agreement has been duly and validly authorized by its board of managers and no other proceedings on the part of the LLC is necessary with respect hereto. This Agreement constitutes the valid and binding obligation of each of the LLC, enforceable in accordance with its terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

Section 3.3 Non-Contravention. Neither the execution or delivery of this Agreement by the LLC, nor the consummation of the transactions contemplated hereby by the LLC, will (a) conflict with or result in the breach of any term or provision of, or constitute a default under, the Articles of Organization or Operating Agreement of the LLC or any material agreement, instrument or indenture to which the LLC is a party or by which it is bound, (b) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the LLC, or (c) require, as of the date hereof, the approval, consent, waiver, authorization or act (a "Consent") of, or the making by the LLC of any declaration, filing or registration with, any third party or any governmental authority, except where such a conflict, violation or failure to obtain a Consent would not result in a material adverse effect on the LLC or preclude the consummation of the transactions contemplated hereby.

Section 3.4 Title to Assets. The LLC has good and marketable title to the Assets. Immediately following the consummation of the transactions contemplated hereby, the Company will have good and marketable title to all of the owned Assets, free and clear of all liens and Encumbrances, except for the Assumed Liabilities.

Section 3.5 Purchase Entirely for Own Account. This Agreement is made with the LLC in reliance upon the LLC's representation to the Company, which by the LLC's execution of this Agreement, the LLC hereby confirms, that the Shares acquired by the LLC will be acquired for investment for the LLC's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the LLC has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the LLC further represents that the LLC does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares. The LLC has not been formed for the specific purpose of acquiring the Shares.

Section 3.6 Restricted Securities. The LLC understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended ("Securities Act"), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the LLC's representations as expressed

herein. The LLC understands that the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the LLC must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The LLC acknowledges that the Company has no obligation to register or qualify the Shares for resale. The LLC further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and on requirements relating to the Company which are outside of the LLC's control, and which the Company is under no obligation and may not be able to satisfy.

Section 3.7 No Public Market. The LLC understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Shares.

Section 3.8 Limitations on Transfer. In addition to any other limitation on transfer created by applicable securities laws, the LLC shall not assign, encumber or dispose of any interest in the Shares except in compliance with the provisions below and applicable securities laws.

(a) **Lock-up Agreement.** In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing such offering of the Company's securities, the LLC hereby agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company however or whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed 180 days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Company's initial public offering. In addition, upon request of the Company or the underwriters managing a public offering of the Company's securities (other than the initial public offering), the LLC hereby agrees to be bound by similar restrictions, and to sign a similar agreement, in connection with no more than one additional registration statement filed within 12 months after the closing date of the initial public offering, provided that the duration of the lock-up period with respect to such additional registration shall not exceed 90 days from the effective date of such additional registration statement. Notwithstanding the foregoing, if during the last 17 days of the restricted period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the 16-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this subsection shall continue to apply until the end of the third trading day following the expiration of the 15-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond 216 days after the effective date of the registration statement.

Section 3.9 Legends. The LLC understands that the Shares, and any securities issued in respect thereof or exchange therefor, may bear one or all of the following legends:

(a) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 4.1 Organization. The Company is a corporation duly incorporated and validly existing under the laws of the State of Delaware. The Company has the corporate power to own its properties and to carry on its business and is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would have a material adverse effect on the Company.

Section 4.2 Authorization. The Company has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement has been duly and validly authorized by its board of directors and no other proceedings on the part of the Company are necessary with respect hereto. This Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

Section 4.3 Non-Contravention. Neither the execution or delivery of this Agreement by the Company, nor the consummation of the transactions contemplated hereby by the Company, will (a) conflict with or result in the breach of any term or provision of, or constitute a default under, the Certificate of Incorporation or Bylaws of the Company or any material agreement, instrument or indenture to which the Company is a party or by which it is bound, (b) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company, or (c) require, as of the date hereof, the Consent of, or the making by the Company of any declaration, filing or registration with, any third party or any governmental authority, except where such a conflict, violation or failure to obtain a Consent would not result in a material adverse effect on the Company or preclude the consummation of the transactions contemplated hereby.

Section 4.4 Valid Issuance of Securities. The Shares delivered in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by the LLC. Based in part upon the representations of the LLC in Article III of this Agreement and subject to the provisions of Section 4.5 below, the Shares will be issued in compliance with all applicable federal and state securities laws.

Section 4.5 Governmental Consents and Filings. Assuming the accuracy of the representations made by the LLC in Article III of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to applicable state securities laws and Regulation D of the Securities Act.

ARTICLE V

MISCELLANEOUS

Section 5.1 Expenses. Except as otherwise expressly provided for herein, each party will pay all of its own fees, costs and expenses incurred (whether the transactions contemplated hereunder are consummated or not) in connection with the transactions contemplated by this Agreement.

Section 5.2 Further Assurances. The parties agree that, on and after the date of this Agreement, they shall take all appropriate action and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof.

Section 5.3 Amendment and Waiver. This Agreement may not be amended or waived, except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

Section 5.4 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three (3) days after being mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile or on the next business day after being properly deposited for delivery by a commercial overnight delivery service of national reputation, prepaid, and properly addressed.

Section 5.5 Successors and Assigns. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 5.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 5.7 Complete Agreement. This Agreement, and the other exhibits hereto, and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. No third party beneficiaries are created by this Agreement and no third-party is entitled to rely on any of the representations, warranties or agreements of the parties hereto contained in this Agreement and neither the LLC nor the Company assume any liability to any third party because of any reliance on the representations, warranties or agreements of the parties hereto contained in this Agreement.

Section 5.8 Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

Section 5.9 Governing Law. The internal law, without regard to conflicts of laws principles, of the State of California will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE LLC:

MIKE'S KULYFE, LLC

By: 

Michael Bardin, Managing Member

THE COMPANY:

BIOSYNERGY RESEARCH & CONSULTING, INC.

By: 

David StClair, Chief Operating Officer