

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PROSCIENTO, INC.		09/04/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Profil Institut für Stoffwechselforschung GmbH		
<b>Street Address:</b>	Hellersbergstr. 9		
<b>City:</b>	D-41460 Neuss		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3960329	PROFIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6099243036		
<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>	609-924-8555		
<b>Email:</b>	tadenys@pbnlaw.com		
<b>Correspondent Name:</b>	Todd A. Denys		
<b>Address Line 1:</b>	600 Alexander Road, Suite 2-1		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>ATTORNEY DOCKET NUMBER:</b>	5709-119 US / 12576.xxxxx		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Todd A. Denys		
<b>Address Line 1:</b>	600 Alexandr Road, Suite 2-1		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>NAME OF SUBMITTER:</b>	Todd A. Denys		
<b>SIGNATURE:</b>	/todd a denys/		
<b>DATE SIGNED:</b>	10/24/2017		
<b>Total Attachments: 2</b>			
source=PROFIL_assignment#page1.tif			

CH \$40.00 3960329



## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

**ProSciento, Inc.**, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 855 3rd Ave, Suite 3340, Chula Vista, CA 91911 (the "Assignor"); AND

**Profil Institut für Stoffwechselforschung GmbH**, a corporation organized and existing under the laws of Germany, with its principal place of business located at Hellersbergstraße 9, 41460 Neuss, Germany (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the owner of the trademark (the "Trademark") in the United States of America (the "Territory"), registered in International Classes 35, 41, 42, and 44, and identified below:

<u>Registration No.</u>	<u>Serial No.</u>	<u>Mark</u>
3,960,329	77711465	PROFIL

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark, and the Assignor desires to assign to the Assignee the Trademark, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. For and in consideration of good and valuable consideration (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory, together with (1) that part of the goodwill of the business connected with the use of and symbolized by the Trademark, (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages and payments for past or future infringements and misappropriations of the Trademarks, and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademark.
2. The Parties hereto agree that this Agreement may be submitted to the U.S. Patent and Trademark Office for recordation. Each Party hereto shall fully cooperate with the other with regard to such recordation or any additional approval or authorization that may be required in connection with the implementation of any portion of this Agreement.
3. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under and governed by the federal laws of the United States of America.

4. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing and signed by both Parties to be legally effective.
5. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this:

04 (day) of Sep (month), 2017 (year).

For and on behalf of the Assignor:

Signature: 

Name: Dr. Marcus Hompesch  
Title: CEO

For and on behalf of the Assignee:

Signature: 

Name: Dr. Christoph Kapitza  
Title: CEO

Witnessed by:

Signature: \_\_\_\_\_

~~Name: Dr. Klaus Hillers  
Title: German Notar~~

150287234 v1