

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KERRY LUXEMBOURG S.À.R.L.		12/01/2016	Corporation: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Portals Pharma, Inc.		
Doing Business As:	Immune Health Basics / Life Source Basics		
Street Address:	233 Mt. Airy Road, Suite 100		
City:	Basking Ridge		
State/Country:	NEW JERSEY		
Postal Code:	07920		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3580966	IMMUNE HEALTH BASICS	
CORRESPONDENCE DATA			
Fax Number:	2676955181		
<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:	9088585181		
Email:	eric.zalamea@portalspharma.com		
Correspondent Name:	Portals Pharma, Inc. Attn: Eric Zalamea		
Address Line 1:	233 Mt. Airy Road, Suite 100		
Address Line 4:	Basking Ridge, NEW JERSEY 07920		
NAME OF SUBMITTER:	Eric Zalamea		
SIGNATURE:	/ecz/		
DATE SIGNED:	02/12/2018		
Total Attachments: 5			
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OP \$40.00 3580966

DEED OF TRANSFER

This DEED OF TRANSFER is made as of the 1st day of December, 2016, between KERRY LUXEMBOURG S.À.R.L., a Luxembourg société à responsabilité limitée, (“Seller”) and PORTALS PHARMA, INC, a Delaware corporation (“Buyer”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Agreement (as defined herein).

WHEREAS, Seller, Buyer, and Biothera Health Inc. entered into an Asset Purchase Agreement dated as of the 1st day of December, 2016 (the “Agreement”);

WHEREAS, Seller is the owner of IMMUNE HEALTH BASICS trademark (Reg. No. 3,580,966), which is referred to in the Agreement (the “Trademark”);

WHEREAS, pursuant to the Agreement, Seller has agreed to assign all of its rights, powers, liberties and immunities in and to the Trademark to Buyer.

Now, this DEED witnesseth:

TRANSFER.

Pursuant to the Agreement and in consideration of the mutual covenants and agreements contained herein and therein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby transfers and assigns to Buyer all the rights, powers, liberties and immunities conferred as proprietor thereof in and to the Trademark, including the right to sue for damages and other remedies in respect of any infringement of the Trademark attaching thereto to hold unto Buyer absolutely for the full terms of such Trademark.

COOPERATION.

From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Buyer, as Buyer may reasonably request, in order to more effectively vest in Buyer good title to the Trademark, and to otherwise more effectively transfer the Trademark to Buyer as contemplated by the Agreement.

REPRESENTATIONS AND WARRANTIES.

Except as set forth in the Agreement and subject to such limitations as are contained therein, Seller makes no representations or warranties as to the Trademark. Except as set forth in the preceding sentence or in the Agreement, Seller makes no representation or warranty, either express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

SUCCESSORS AND ASSIGNS.

This Deed of Transfer shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns. This instrument shall be effective as to the transfer of the Trademark as of the Closing Date.

GOVERNING LAW

This Deed of Transfer shall be governed by and construed in accordance with the laws (as opposed to the conflicts of law provisions or rules) of the State of Delaware.

IN WITNESS WHEREOF, this Deed of Transfer has been executed by or on behalf of the parties hereto on the date first above written.

KERRY LUXEMBOURG S.A.R.L.

By: [Signature]
Name: Tonia Stinson
Title: Manager

By: [Signature]
Name: Tonia Stinson
Title: Manager

Signed in the presence of
the following two witnesses

Lochlainn Coyne
Name:

Name:

PORTALS PHARMA, INC.

By: _____
Name: _____
Title: _____

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KERRY LUXEMBOURG S.A.R.L.

By: _____
Name: _____
Title: _____

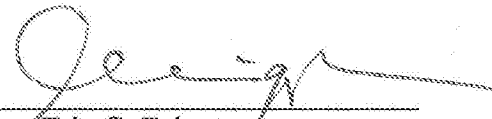
By: _____
Name: _____
Title: _____

Signed in the presence of
the following two witnesses

Name:

Name:

PORTALS PHARMA, INC.

By: 
Name: Eric C. Zalamea
Title: President