

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478479

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NutraQ AS		03/09/2018	Aksjeselskap: NORWAY
RECEIVING PARTY DATA			
Name:	Immunocorp, LLC		
Street Address:	2340 Mira Mar		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90815		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2623634	FOR YOUNGER ACTING SKIN	
Registration Number:	2402568	IMMUNOCORP	
Registration Number:	2498035	IMMUTOL	
CORRESPONDENCE DATA			
Fax Number:	2035570695		
<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:	2032268833		
Email:	julianne.bochinski@gmail.com		
Correspondent Name:	Julianne Bochinski		
Address Line 1:	PO Box 2723		
Address Line 4:	Westport, CONNECTICUT 06880		
NAME OF SUBMITTER:	Julianne Bochinski		
SIGNATURE:	/Julianne Bochinski/		
DATE SIGNED:	06/18/2018		
Total Attachments: 7			
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TRADEMARK TRANSFER AGREEMENT

Made and entered into by and between

NutraQ AS, Norwegian company reg. no 893 905 952, Enebakksveien 117 A, 0680 Oslo, NORWAY (“Assignor”/”NutraQ”)

and

LLC, a limited liability company under the laws of the State of Delaware, doing business at
Immunocorp Inc, US company reg. no 33-0817587, 2340 Mira Mar Ave., Long Beach, CA, 90815, USA (“Assignee”/”Immunocorp”)

1. Background

1.1 The Assignor is a Norwegian company with its main business within the food supplements sector and is inter alia the proprietor of the trademark rights stated in **Attachment 1.1** (“the Trademark rights”).

1.2 The history of the Assignor concerning mergers and change of company name is evident from the excerpts of the official registers of the Norwegian company’s registration office; The Brønnøysund Register Centre, see **Attachment 1.2**.

1.3. The Assignee is an US company, and was previously within the same group of companies as the Assignor, with its main business within food supplements sector.

1.4. The Assignor has recently been acquired by new owners which has necessitated a transfer of the Trademarks to the Assignee, i.e. the rightful owner.

2. Transfer

2.1 The Assignor hereby assign and transfer to the Assignee the full and exclusive rights to the Trademark rights (as stated in Attachment 1.1).

4. Cost and fees

4.1. Assignee shall pay all and any costs, including (but not limited to) official fees as well as attorney’s fees, in connection with the transfer of the Trademark rights from the Assignor to the Assignee.

5. Assistance

5.1. The Assignor shall in a reasonable manner assist the Assignee in the transfer of the Trademark rights, including but not limited to signing necessary documents and providing necessary information in order for the assignment to take place and for necessary official registers to be updated.

5.2. The Assignee shall be responsible for notifying the relevant intellectual property offices about the assignment for the Trademark right according to Attachment 1.1.

6. Warranties

6.1. The Assignor warrants

- that the information concerning the Trademark rights (as stated in Attachment 1.1), as far as the Assignor is aware of, are true and accurate. However, the Assignor will not warrant the validity of the trademark rights after the Assignee has assumed control over them;
- that the Assignor has no knowledge about any claim from a third party concerning the trademark rights (as stated in Attachment 1.1);
- that the Assignor has no knowledge about any infringement in any trademark right included in this Agreement.

7. Confidentiality

7.1. The parties mutually undertake without limitation as to time to not disclose to third parties' confidential information received from the other party (the Disclosing Party) under this Agreement.

7.2. For the purpose of this Agreement confidential information shall mean any and all information – including but not limited to technical, practical and commercial information – save as provided under a.-c. below.

- a. Information, which is known or which will become known in full detail to the public other than by breach of the obligations herein contained.
- b. Information, which the Issuer can show was in its possession before receiving it from the Disclosing Party.
- c. Information, which the Issuer has received or will receive from a third party without restraints as to the disclosure thereof.

7.3. In cases under c. the Issuer is however not entitled to reveal to third parties that the same information has been received from the Disclosing Party under this Agreement.

8. Governing law and disputes

8.1. This Agreement is governed by Norwegian law.

8.2. Any dispute, controversy or claim arising out of or in connection with this assignment shall be settled by the District Court of Oslo tingrett as the court of first instance.

9. Miscellaneous

9.1. This Agreement with its appendices constitutes the parties' entire agreement on all matters to which the Agreement relates and supersedes all possible previous oral or written agreements. Any amendment to this Agreement must be made in writing and signed by both parties to be binding.

9.2. If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the agreement, unless the obligations of a party hereto without the invalid part of the agreement are or will become unreasonable onerous.

9.3. This Agreement shall enter into force when both parties have signed it. If signed on different days, it will enter into force on the day of the signature of the last party to sign it.

This Agreement has been executed in two (2) original and identical copies of which the parties have taken one each.

Oslo 20/03-18

Place, date

Oslo, 9/3-18

Place, date

NutraQ AS

Immunocorp Inc. LLC

[Signature]

Signature/s

[Signature]

Signature/s

CFO

Clarification of signature/s, title/s

Chairman

Clarification of signature/s, title/s

Attachments:

1.1 List of trademark rights

1.2 Excerpts from Norwegian company's register

Attachment 1.1.

Title	Device	Country	Owner	Official No.	Local Classes
ARCTIC RUBY		Canada	NutraQ AS	TMA835849	
ARCTIC RUBY		China - Madrid Protocol	NutraQ AS	986547	03, 05, 31
ARCTIC RUBY		EU Trademark - Madrid Protocol	NutraQ AS	986547	03, 05, 31
ARCTIC RUBY		Japan - Madrid Protocol	NutraQ AS	986547	03, 05, 31
ARCTIC RUBY		Madrid Protocol	NutraQ AS	986547	03, 05, 31
ARCTIC RUBY		Norway	NutraQ AS	247552	03, 05, 31
ARCTIC RUBY		USA	NutraQ AS	3625160	05
FOR YOUNGER ACTING SKIN		USA	Sana Pharma AS*	2623634	03
IMMUDERM		Norway	Sana Pharma Group AS*	211637	03, 05
IMMUDERM		USA	Sana Pharma AS*	2601907	03
IMMUNITY FOR LIFE		Canada	Sana Pharma AS*	TMA861779	
IMMUNOCORP		USA	Sana Pharma AS*	2403568	35
IMMUTOL		Brazil	Sana Pharma AS*	825596777	05
IMMUTOL		China	Sana Pharma AS*	3602406	05
IMMUTOL		Norway	Sana Pharma Group AS*	204201	03, 05
IMMUTOL		Republic of Korea	Sana Pharma Group AS*	598119	05
IMMUTOL		USA	Sana Pharma AS*	2496035	05

*Name change from Sana Pharma AS to Sana Pharma Group AS and merger to NutraQ AS



Brønnøysundregistrene

THE BRØNNØYSUND REGISTER CENTRE

Nutraq As
Postboks 3 Manglerud
0612 OSLO

Your ref.
Marius Størdal

Our ref.
20180001177228-1 SB-WHO

Date
2018-06-14

CONFIRMATION

VITAE LAB AS was registered in the Register of Business Enterprises on 21 January 2002 with organization number 984 101 902.

Type of company: Limited company.

The following changes regarding the name were registered:

Date: 17 October 2009: SANA PHARMA AS
Date: 29 March 2014: SANA PHARMA GROUP AS

Merger

A decision to merge the following companies was registered on 21 June 2017:

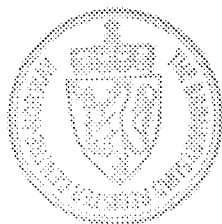
Acquired company: SANA PHARMA GROUP AS,
organization number 984 101 902
Acquiring company: NUTRAQ AS, organization number 983 905 952

The merger was registered as completed on 28 August 2017. SANA PHARMA GROUP AS was struck off on the same date.

The merger has been completed in accordance with Chapter 13 of The Limited Liability Companies Act.

**BRØNNØYSUNDREGISTRENE
THE BRØNNØYSUND REGISTER CENTRE**

Cathrine Theting
Assistant Director
sign



Wenche Holm
Wenche Holm
Executive Officer



Cathrine Theting
Cathrine Theting
Notary Public
for the Brønnøysund Register Centre