

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612849

<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>
GERALD H. DAVIS		10/07/2020	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRIPHARMA, LLC		
<b>Street Address:</b>	1278 GLENNEYRE STREET #145		
<b>City:</b>	LAGUNA BEACH		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92651		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2599153	CELADRIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9492673229		
<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>	9494383355		
<b>Email:</b>	damond@vadnaisip.com		
<b>Correspondent Name:</b>	VADNAIS IP LAW		
<b>Address Line 1:</b>	5151 CALIFORNIA AVENUE		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92617		
<b>NAME OF SUBMITTER:</b>	Damond E. Vadnais		
<b>SIGNATURE:</b>	/Damond E. Vadnais/		
<b>DATE SIGNED:</b>	12/07/2020		
<b>Total Attachments: 9</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,  
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES, PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS (herein "Assignment") made and entered into as of 10/7/2020, 2020, by and between Gerald H. Davis, Chapter 7 Trustee (herein "Assignor" and/or "Trustee") of the bankruptcy estate (herein "Estate") of Imagenetix, Inc. (herein "Debtor" and/or "Imagenetix") in Case No. 12-16423-MM7 (herein "BK Case") filed in the United States Bankruptcy Court, Southern District of California (herein "BK Court") and TriPharma, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (hereinafter "Assignee" and/or TriPharma).

**RECITALS**

WHEREAS, the Debtor filed a voluntary petition under Title 11, United States Code (herein "Bankruptcy Code") on or about December 19, 2012. Disputes and litigation ensued and on December 8, 2016, the BK Court entered an order converting the case to a Chapter 7 bankruptcy case and Gerald H. Davis was appointed trustee ("Trustee") of the Chapter 7 Estate. Further disputes and litigation ensued and ultimately the parties all agreed to a mutual settlement that is embodied in an Amended Agreement that was approved by the order of the BK Court (herein "Order") BK Order entered in Case No. 12-16423-MM7 on March 6, 2020 (herein "Order Date"). Pursuant to the Order, the BK Court ordered that the Imagenetix Business Assets, as defined, specified and limited in Schedule "A" of the Amended Agreement, be transferred to TriPharma.

WHEREAS, as of the date of entry of the Order, Debtor owned or claimed an interest in the Imagenetix Business Assets (herein "Imagenetix Business Assets" and/or "Assets") as shown in Schedule "A" to this Assignment, including the specific patents identified below (herein collectively the "Patents") and the specific trademarks identified below (herein collectively the "Trademarks" and/or "Marks"), and certain rights associated with the Patents and Trademarks.

WHEREAS, the Court has held that, pursuant to the provisions of Section 541(a) of the Bankruptcy Code, the Imagenetix Business Assets are the property of the Estate.

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to Assignee all of the Estate's right, title, and interest in and to the Imagenetix Business Assets (whether known or unknown to the Trustee) in "as is" and "where is" condition without any claim or warranty of validity, enforceability or factual support associated with either; and Assignee desires to receive the Imagenetix Business Assets under said conditions.

**ASSIGNMENT**

NOW, THEREFORE, as provided in the Order, Assignor hereby conveys, transfers assigns, and delivers to Assignee all of the Estate's rights, title, and interest of whatever kind, in and to the Imagenetix Business Assets, as set forth in Schedule "A", as limited and specified therein and in the Order. Those Assets described on Schedule "A" that are tangible personal property are conveyed pursuant to a separate Bill of Sale, of even date. Without limiting the

extent of the Imagenetix Business Assets as specified in Schedule "A" and in the Order, the Assets include the following:

All of Assignors' right, title and interest, if any, in and to the Patents listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

- (1) U.S. Patent No. 5,569,676 – described as METHOD FOR THE TREATMENT OF OSTEOARTHRITIS, issued on October 29, 1996;
- (2) U.S. Patent No. 7,612,111 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on November 3, 2018;
- (3) U.S. Patent No. 7,776,914 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on October 8, 2009;
- (4) U.S. Patent No. 6,899,892 – described as METHODS TO REDUCE BODY FAT, issued on May 31, 2005. Assignor does not own this patent and this assignment is of residual rights only.

All of Assignor's right, title and interest, if any, in and to the Trademarks listed below including, without limitation, any applications and registrations therefor, any renewals thereof, any common law rights to the Marks, all goodwill of the business symbolized by the Marks, and any foreign and international equivalents of the Marks (collectively "Trademark Rights"):

- (1) CELADRIN, which is registered with the United States Patent and Trademark Office (herein "USPTO") as U.S. Registration No. 2,599,153, dated July 23, 2002;
- (2) PERIODYNE, which is registered with the USPTO as U.S. Registration No. 4,570,918, dated July 22, 2014.

All of Assignor's right, title and interest, if any, in and to any clinical study associated with the Assets including, but not limited to, the Studies listed below including, without limitation, any reproductions and publications therefor, any renewals thereof, any common law rights to the Studies (herein collectively "Study Rights"):

- (1) An Abbreviated Multi-Center Study Measuring Reduction of Bleeding Periodontal Sites and Pocket Depth. Lawrence L. Michel, DDS Clinical Investigator.
- (2) Journal of Periodontology 1-Tetradecanol Complex Reduces Progression of Porphyromonas gingivalis - Induced Experimental Periodontitis in Rabbits.
- (3) USFDA Structure Function Statements for Prodoxal.

- (4) Journal of Periodontology (2009) 1-Tetradecanol Complex: Therapeutic Actions in Experimental Periodontitis.
- (5) West Coast University Research Presentation- Cetylated Fatty Acid Complex Effect on Bleeding and Probing Depths.
- (6) Journal of Reumatology, "Cetylated Fatty Acids Improve Knee Function in Patients with Osteoarthritis." 2002; 29:1708-12.
- (7) University of Connecticut ("Methods to reduce a body Fat").
- (8) European Journal Of Applied Physiology Weight Loss Study Publication.
- (9) Slimming Conference Presentation. Berlin, Germany
- (10) Veterinary Study in Penasquitos, CA in 2002. By Sharon Sprouse, DVM.
- (11) This study had results presented at the 2nd International Symposium on Rehabilitation and Physical Therapy in Veterinary Medicine at Knoxville, TN.
- (12) Dr. Larry Michel, DDS Loma Linda University Study.

Assignor further agrees to and hereby does assign, transfer and convey unto Assignee all rights, if any: (i) in and to all income, royalties and payments now or hereafter due or payable with respect to the Patent Rights, the Trademark Rights and the Study Rights; (ii) in and to causes of action and enforcement rights for the Patent Rights and the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights and the Trademark Rights; and (iii) to apply in any or all countries of the world for patents, certificates of invention, trademarks, or other governmental grants for the Patent Rights and the Trademark Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, the Madrid Protocol, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office, trademark office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention or trademarks which may be granted upon any of the Patent Rights and the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

**ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS CONVEYING ONLY ANY RIGHT, TITLE AND INTEREST IT MIGHT HAVE IN ANY ASSET DESCRIBED HEREIN IF ANY. NO INFERENCE IS TO BE DRAWN THAT ASSIGNOR ACTUALLY OWNS ANY INTEREST IN ANY ASSET (ESPECIALLY THOSE MENTIONED IN THIS ASSIGNMENT AND NOT IN EXHIBIT "A") BY VIRTUE OF THAT ASSET BEING RECITED IN THIS AGREEMENT THAT IT OWNS. ASSIGNOR INTENDS TO TRANSFER AND DOES TRANSFER ALL ASSETS TO ASSIGNEE, AND MAKES NO REPRESENTATION THAT ALL OF ITS ASSETS ARE DESCRIBED HEREIN, OR REGARDING THE NATURE OR EXTENT OF THE INTEREST IT MAY HAVE IN ANY ASSET THAT IS DESCRIBED HEREIN.**

Assignor will, only at the reasonable request of Assignee, do all things necessary, proper or reasonable, including without limitation the execution, acknowledgment of specific assignments, oaths, declarations and other documents, provide reasonable assistance to

Assignee in obtaining, registering, perfecting, sustaining, and/or enforcing the Patent Rights, the Trademark Rights and the Study Rights although any recordation is the responsibility of Assignee. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other reasonable actions that may be necessary for securing, registering, perfecting, completing, or vesting in Assignee all of the Estate's right, title, and interest in the Imagenetix Business Assets. All such future actions will be undertaken only when and to the extent such further documents or actions are documented and presented to Assignor prior to the termination of the BK Case, with full explanation of the necessity for and effect of any such document or action, and shall be subject to further order of the Court, in the discretion of the Trustee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California and U.S. Bankruptcy Code without giving effect to the principles of conflicts of laws thereof; provided however that any dispute concerning the interpretation or performance of this Assignment shall be resolved by the BK Court.

**ASSIGNEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IMAGENETIX BUSINESS ASSETS ARE CONVEYED "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THE TRUSTEE EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS, THAT THE TRANSFEROR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE IMAGENETIX BUSINESS ASSETS, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE IMAGENETIX BUSINESS ASSETS; AND (ii) OWNERSHIP OF THE IMAGENETIX BUSINESS ASSETS OR THE CONDITION OF TITLE. ASSIGNEE HAS MADE ALL INSPECTIONS AND INVESTIGATIONS OF THE IMAGENETIX BUSINESS ASSETS TO DETERMINE THAT THE VALUE, FUNCTIONALITY AND CONDITION OF THE IMAGENETIX BUSINESS ASSETS ARE SATISFACTORY TO ASSIGNEE. ASSIGNEE ACKNOWLEDGES THAT IT IS ACQUIRING THE IMAGENETIX BUSINESS ASSETS BASED SOLELY UPON ITS OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO.**

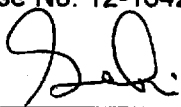
This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[SIGNATURES APPEAR ON NEXT PAGE  
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IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment as of this 05 day of October, 2020.


ASSIGNOR:

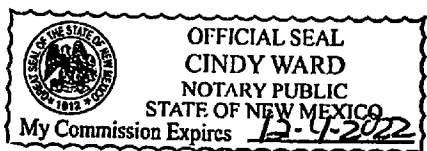
Gerald H. Davis, not individually,  
but as Chapter 7 Trustee for the bankruptcy  
Estate of In Re Imagentetix, Inc.  
Case No. 12-16423-MM7 (Bankr., S.D. Cal.)

By:   
\_\_\_\_\_  
Gerald H. Davis, Trustee

ASSIGNEE:

TriPharma, LLC  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Evan Dameshek, Managing Member





*[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,  
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS]*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of Orange )

On October 5, 2020, before me, Terris G. Meisberger, Notary Public, personally appeared Evan Dameshek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Terris G. Meisberger  
Signature of Notary Public



(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

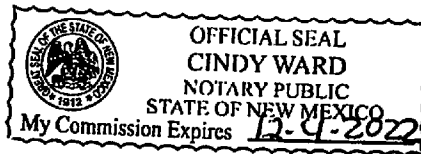
*New Mexico*  
State of ~~California~~ )  
*Colfax* ) ss.  
County of ~~Orange~~ )

On *October 7, 2020*, before me, *Cindy Ward*, Notary Public, personally appeared ~~Evan Barneshek~~ *Gerald B. Hoel*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ *New Mexico* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Cindy Ward*  
Signature of Notary Public



(Seal)

SCHEDULE A-IMAGENETIX BUSINESS ASSETS

Purchase and Marketing Agreement dated November 23, 2009 (hereinafter referred to as the "Original Agreement"), an Addendum (sic) to the Original Agreement executed on September 30, 2010 (the "Addendum"), a First Amendment to the Original Agreement executed on August 16, 2011 (the "First Amendment") and a Second Amendment dated March 30, 2012 (the "Second Amendment"). The Original Agreement, as amended, is collectively referred to as the "PNI Agreement," which is transferred and assigned to TriPharma under this Settlement and Release Agreement, including rights associated with past infringements and breaches. TriPharma shall also acquire all rights to payments from PNI to Imagenetix under the PNI Agreement effective upon granting of the MAS and approval of this Agreement by the Court once the order become final, non-appealable, and not subject to stay of enforcement by appeal, subject, however, to the BK Court's determination as to whether the Interpleader Order applies to payments from PNI after closing of this Agreement.

Celadrin™, Celadrin® and Value-Added Celadrin, which shall mean: Imagenetix's proprietary 100% esterified fatty acid in bulk tallow oil raw material form (hereinafter referred to as the "Celadrin Assets"), subject to the PNI Agreement, which shall include Patents related to the Celadrin Assets, patent applications related to the Celadrin Assets, copyrights related to the Celadrin Assets (whether registered or unregistered), copyright applications related to the Celadrin Assets, trademarks related to the Celadrin Assets, trademark applications related to the Celadrin Assets, common law and statutory rights related to the Celadrin Assets, research results related to the Celadrin Assets, and all rights associated with claims for past infringements thereof, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all rights, title and interest to U.S. Patent 5,569,676, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all rights, title and interest to U.S. Patent 7,612,111, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all rights, title and interest to U.S. Patent 7,776,914, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

<p>Any and all rights, title and interest to U.S. Patent 6,899,892, to the extent Imagenetix, Inc. has retained any rights, title and/or interest, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to any and all intellectual property owned by Imagenetix Inc., including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all insurance policies and/or insurance claims of Imagenetix, Inc., including rights arising in the past.</p>
<p>Any and all books and records of Imagenetix, Inc., including, but not limited to, all business records, customer lists, supplier lists, profit and loss statements, balance sheets, etc.</p>
<p>All communications, documents and/or agreements, and electronic and storage devices including data servers in his possession and control between Imagenetix (and its counsel and representatives) and University of Minnesota (and its counsel and representatives) AND all such communications, documents and/or agreements between Imagenetix (and its counsel and representatives) and FFBM (and their counsel and representatives) which relate in any way to the 892 Patent, the 892-I License, 892-I Purchase Agreement and/or I-FF Assignment Agreement, including but not limited to any materials held by past or present counsel for Imagenetix but expressly not including any post-conversion communications of any kind on any subject between and among the Trustee and his professionals, including without limitation with Sullivan Hill Rez &amp; Engel and its employees; NGS, LLP and its employees; Kotchen &amp; Low, LLP and its employees; and Squar Milner LLP and its employees (collectively, the "Trustee Professionals").</p>
<p>Any and all rights, title, interest and/or ownership of the company Periodyne, LLC</p>
<p>Any and all rights, title, interest and/or ownership of the company First Fruits Business Ministry LLC and First Fruits Beverage Company LLC including, but not limited to, any and all rights reserved in the "Agreement For Assignment of Patent and Other Property" dated May 24, 2011, between Imagenetix, Inc. and First Fruits Business Ministry LLC.</p>
<p>Any and all other intellectual and business property, which shall be construed liberally, broadly and expansively in favor of TriPharma.</p>