

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626286

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900596583		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optigenex Inc.		02/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pruvit Ventures, Inc.		
Street Address:	901 Sam Rayburn Highway		
City:	Melissa		
State/Country:	TEXAS		
Postal Code:	75454		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2219362	C-MED 100	
Registration Number:	5726528	100 C-MED DNA REPAIR	
CORRESPONDENCE DATA			
Fax Number:	9723789115		
<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:	972-378-9111		
Email:	trademark@fbfk.law		
Correspondent Name:	Kelly Kubasta		
Address Line 1:	2500 Dallas Parkway		
Address Line 2:	Suite 600		
Address Line 4:	Plano, TEXAS 75093		
ATTORNEY DOCKET NUMBER:	8802		
NAME OF SUBMITTER:	Kubasta, Kelly		
SIGNATURE:	/Kelly Kubasta/		
DATE SIGNED:	02/15/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made by and between Optigenex Inc., having a principal office at 333 River Street, Suite 437, Hoboken, New Jersey 07030 (the "Assignor"), and Pruvit Ventures, Inc., having a principal office at 901 Sam Rayburn Highway, Melissa, Texas 75454 (the "Assignee"), to be effective as of August 6, 2020 (the "Effective Date").

WITNESSETH

WHEREAS, on August 6, 2020, Assignor and Assignee entered into a Supply and Limited Trademark and Patent License Agreement whereby, *inter alia*, Assignor agreed to supply the ac-11® ingredient and to license the right to make, use and sell certain products utilizing the ac-11® ingredient, and further agreed to sell, convey, transfer, assign and deliver to Assignee the trademarks listed in Exhibit A to this Assignment, which is attached hereto and incorporated by reference as if restated in full herein (the "Marks"); and

WHEREAS, Assignor owned, adopted and used in commerce the Marks; and

WHEREAS, for the avoidance of doubt, this Assignment confirms that Assignor has assigned and Assignee has acquired all of Assignor's right, title, and interest in and to the Marks, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, the ongoing burden of maintaining various registrations and enforcement of the Marks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.

2. Assignor hereby authorizes and requests the appropriate trademark authority in each applicable country/jurisdiction to transfer the Marks to Assignee.

3. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in Assignee, its successors, assigns, and legal representatives.

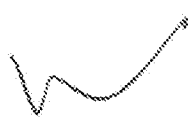
4. Assignor agrees to communicate with Assignee, or its successors, assigns, and legal representatives, any facts known to it respecting the Marks and, when requested, without charge to but at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Marks in all countries/jurisdictions.

5. Assignor represents and warrants that as of the Effective Date: (a) all the information contained in Exhibit A herein was correct; and (b) Assignor exclusively owned all rights in the Marks without any covenants not to sue, liens, security interests, encumbrances, or other third party claims and that Assignor had good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. The parties may execute multiple counterparts of this Assignment and each is intended to be considered as an original. The parties may substitute telecopied signature pages for original signatures.

7. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and the State of Texas.

**** [SIGNATURE PAGE FOLLOWS] ****

A handwritten signature in black ink, consisting of a stylized, cursive letter 'W' followed by a horizontal line and a short vertical stroke at the end.

[Handwritten mark]
IN WITNESS WHEREOF, the parties have executed this Agreement on February
11, 2021.


ASSIGNOR: OPTIGENEX INC.

[Handwritten Signature]
By: Daniel Zwick
Its: CEO & Chairman

ASSIGNEE: PRUVIT VENTURES, INC.

[Handwritten Signature]
By: Corp Secretary
Its: Jenifer Grace

EXHIBIT A

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
75/163,540	2,219,362	C-MED 100	Principal	Registered
88/077,706	5,726,528		Principal	Registered

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS			
Jurisdiction	Mark	Reg. No.	Reg. Date
N/A	N/A	N/A	N/A

W