

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Enhance Holdings, LLC		01/19/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Quten Research Institute, LLC		
Street Address:	10 Bloomfield Ave., Bldg. B		
City:	Pine Brook		
State/Country:	NEW JERSEY		
Postal Code:	07058-9743		
Entity Type:	series limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78958095	RESULTS IN A PUMP	
Serial Number:	78958091	RESULTS IN A BOTTLE	
Serial Number:	78958090	RESULTS IN A TUBE	
Serial Number:	78900035	RESULTS IN A TUBE	
Serial Number:	76351792	RESULTS IN A JAR	
Serial Number:	76351923	SOFTSHELL	
Serial Number:	76351791	VISIONARY SUPPLEMENTS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	517282-1		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		

OP \$190.00 78958095

DATE SIGNED:	02/08/2023
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Total Attachments: 7

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- source=Bio-Enhance Nevada - IP Assignment Agreement#page2.tif
- source=Bio-Enhance Nevada - IP Assignment Agreement#page3.tif
- source=Bio-Enhance Nevada - IP Assignment Agreement#page4.tif
- source=Bio-Enhance Nevada - IP Assignment Agreement#page5.tif
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Purchase Agreement (“Agreement”) is effective January 19, 2023, and is between Bio-Enhance Holdings, LLC, a Nevada limited liability company (“Bio-Enhance”), and Quten Research Institute, LLC, a Delaware series limited liability company (“Purchaser”).

WHEREAS, Bio-Enhance and Purchaser are parties to the Asset Purchase Agreement, dated as of January 5, 2023, by and among Purchaser, Bio-Enhance, Raj K. Chopra, Tishcon Corp. and Bio-Enhance Technologies, Inc. (the “Purchase Agreement”), pursuant to which Bio-Enhance has transferred and agreed to transfer to Purchaser all right, title, and interest in and to certain intellectual property assets.

WHEREAS, in accordance with the Purchase Agreement, Bio-Enhance wants to contribute, transfer, assign, set over and convey to Purchaser, and Purchaser wants to acquire, receive and accept all of Bio-Enhance’s right, title and interest in the trademark registrations and applications set forth on Exhibit A hereto and the trademarks covered thereby (the “Marks”) together with all goodwill of the business symbolized by or associated with the Marks; the patents and patent applications set forth on Exhibit B hereto and the inventions disclosed therein (the “Patents”); and the copyright registrations and applications set forth on Exhibit C hereto and the copyrights and works of authorship covered thereby (the “Copyrights,” and together with the Marks and Patents, the “Assigned IP”).

NOW, THEREFORE, the parties agree as follows:

For good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Bio-Enhance hereby irrevocably assigns to Purchaser all of Bio-Enhance’s right, title and interest in and to the Assigned IP as it exists anywhere in the world and as may be created or acquired based thereon on any date in the future, along with all goodwill of the business symbolized by or associated with the Marks, and all claims arising out of or relating to the use or ownership of the Assigned IP. This assignment includes without limitation all applications for the Assigned IP, all priority rights or claims based on international conventions, all rights to proceeds of the Assigned IP, including income, royalties, damages, profits, and payments now or hereafter payable, and all rights of action of Bio-Enhance, including the rights to initiate and maintain proceedings and to seek and recover damages and all other available remedies, against third parties for past, present, or future infringement of the Assigned IP.

The transfer and assignment of all applications for Marks that were filed based on an intent-to-use the mark and for which a statement of use or amendment to allege use has not yet been accepted by the United States Patent and Trademark Office is conditioned on the statement of use or amendment to allege use for such Mark being accepted by the United States Patent and Trademark Office or a finding that Purchaser is the successor to the portion of the business of Bio-Enhance to which the Mark pertains.

Bio-Enhance shall execute and deliver any other documents and perform any other reasonable acts Purchaser may request, that may be necessary and appropriate to effectuate the provisions of this Agreement.

Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same Agreement, it being understood that the parties hereto need not sign the same counterpart.


[Signature page follows]

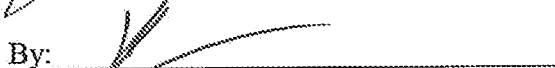
BIO-ENHANCE HOLDINGS, LLC

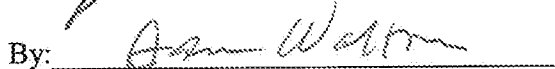
QUTEN RESEARCH INSTITUTE, LLC

BY: THE BIO-ENHANCE MANAGEMENT
TRUST, MANAGER

By: _____
Name: Ashraf "Peter" Boutros
Title: Chief Executive Officer

By: 
Bryan D. Dixon, Trustee

By: 
David J. Lyon, Trustee

By: 
James Walton, Trustee

[Signature Page to Bio-Enhance IP Assignment Agreement]

BIO-ENHANCE HOLDINGS, LLC

BY: THE BIO-ENHANCE MANAGEMENT
TRUST, MANAGER

By: _____
Bryan D. Dixon, Trustee

By: _____
David J. Lyon, Trustee

By: _____
James Walton, Trustee

QUTEN RESEARCH INSTITUTE, LLC

By: DocuSigned by: Peter Boutros
CA2F9C9142BA426
Name: Ashraf "Peter" Boutros
Title: Chief Executive Officer

[Signature Page to Bio-Enhance IP Assignment Agreement]

EXHIBIT A

MARKS

Trademark Serial	Mark	Country	Status
78958095	RESULTS IN A PUMP	US	Dead
78958091	RESULTS IN A BOTTLE	US	Dead
78958090	RESULTS IN A TUBE	US	Dead
78900035	RESULTS IN A TUBE	US	Dead
76351792	RESULTS IN A JAR	US	Dead
76351923	SOFTSHELL	US	Dead
76351791	VISIONARY SUPPLEMENTS	US	Dead

EXHIBIT B**PATENTS**

Patent or Application No.	Issue Date or Filing Date	Patent Title	Country	Status
AU2002252132A	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	AU	Abandoned
US6300377	2001-02-22	Coenzyme Q products exhibiting high dissolution qualities	US	Expired
EP1505958	2001-02-22	Coenzyme Q products exhibiting high dissolution qualities	EP	Withdrawn
CA2432020	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	CA	Expired
PCT/US02/05970	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	PCT	Expired
AU8342601A	2000-08-29	Palatable oral coenzyme Q liquid	AU	Abandoned
US6441050	2001-08-17	Palatable oral coenzyme Q liquid	US	Expired
PCT/US01/25755	2001-08-17	Palatable oral coenzyme Q liquid	PCT	Expired
EP1313447	2001-08-17	Palatable oral coenzyme Q liquid	EP	Withdrawn
CA2417089	2001-08-17	Palatable oral coenzyme Q liquid	CA	Expired
AU2967901A	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	AU	Expired
PCT/US01/01997	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	PCT	Expired
EP1251834	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	EP	Expired
CA2397447	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	CA	Expired
US8753675	2000-08-11	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	US	Expired
US6740338	2000-01-20	Reduced form of coenzyme q in high bioavailability stable oral dosage form	US	Expired
US11/201014	2005-08-10	Synergistic conjugated linoleic acid (CLA) and carnitine combination	US	Abandoned
PCT/US2005/028375 Applicant is Tishcon	2005-08-10	Synergistic conjugated linoleic acid (CLA) and carnitine combination	PCT	Expired

EXHIBIT C

COPYRIGHTS

None.