

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM871628

<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>
Tangen Biosciences, Inc.		12/29/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Another Chance LLC		
<b>Street Address:</b>	1 Darling Drive		
<b>Internal Address:</b>	SUITE 3		
<b>City:</b>	Avon		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88852875	GENESPARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026581192		
<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>	13029846135		
<b>Email:</b>	rward@potteranderson.com		
<b>Correspondent Name:</b>	Robert D. Ward		
<b>Address Line 1:</b>	1313 N. Market Street		
<b>Address Line 2:</b>	Potter Anderson & Corroon LLP		
<b>Address Line 4:</b>	WILMINGTON, DELAWARE 19801		
<b>NAME OF SUBMITTER:</b>	Robert D. Ward		
<b>SIGNATURE:</b>	/Robert D. Ward/		
<b>DATE SIGNED:</b>	01/26/2024		
<b>Total Attachments: 5</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (including all Exhibits hereto, this “*Agreement*”) is made as of the 29<sup>th</sup> day of December, 2023\_ (the “*Effective Date*”), by and between Tangen Biosciences, Inc., a Delaware corporation (“*Assignor*”), and Another Chance LLC, a Delaware limited liability company (“*Assignee*”).

**WHEREAS**, Assignor is the owner of the patents and patent applications identified and described on **Exhibit A** hereto, and all patents and patent applications resulting therefrom, including all continuations, continuations-in-part, renewals, reexaminations, reissues, divisionals, extensions, and international and foreign counterparts thereof (collectively, the “*Transferred Patents*”);

**WHEREAS**, Assignor is the owner of the trademarks and trademark rights as specified on **Exhibit B** (collectively, the “*Transferred Trademarks*”) and all goodwill associated therewith;

**WHEREAS**, the Assignor and Assignee have entered into that certain Note Exchange Agreement dated December \_\_, 2023 (the “*Exchange Agreement*”), pursuant to which Assignor assigned to Assignee, and Assignee acquired from Assignor, among other things, the Transferred Patents and Transferred Trademarks (together, the “*Transferred IP*”).

**WHEREAS**, this Agreement is being executed and delivered by the parties pursuant to the Exchange Agreement; and

**NOW THEREFORE**, Assignor and Assignee hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Transferred IP Grants.

(a) Transferred Patents. Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Transferred Patents, and any and all continuations, continuations-in-part, renewals, reexaminations, reissues, divisionals, extensions, and international and foreign counterparts thereof, all priority rights pursuant to the International Convention for the Protection of Industrial Property for the Transferred Patents and all rights to sue for, to claim and to recover for all past, present and future infringement thereof; the same to be held and enjoyed by Assignee for its own use and benefit, to the full end of the term for which the Transferred Patents are granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

(b) Transferred Trademarks. Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Transferred Trademarks, the goodwill of the business symbolized by and associated with the Transferred Trademarks, together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for, to claim and to recover for all past, present and future infringement or dilution of or damage or injury to the Transferred Trademarks or the goodwill attached to and/or symbolized thereby. For the avoidance of doubt,

Assignor shall have the right to file new trademark applications for any of the Transferred Trademarks.

2. Consideration. Full and sufficient consideration of the Transferred IP has been paid by Assignee pursuant to the Exchange Agreement and is hereby acknowledged by Assignor.

3. Cooperation. Assignor shall cooperate in executing appropriate documents reasonably requested by Assignee to complete formalities for perfecting the assignment and recording of the Transferred Patents and Transferred Trademarks upon request of Assignee. Further, Assignor agrees that, upon request and without further compensation, but at the cost and expense of Assignee, Assignor and its respective employees, consultants, legal representatives, and its and their successors and assigns, shall perform any and all lawful acts, including the execution of oaths, assignments, powers of attorney and any and all other papers, which Assignee, its successors, assigns or representatives shall reasonably consider necessary for vesting, perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said Transferred Patents and Transferred Trademarks.

4. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws (both substantive and procedural) of the State of Delaware, without giving effect to any choice of law provisions that may direct the application of the laws of another jurisdiction. Any action or proceeding seeking to enforce any provision, or based on any right arising out of, or to interpret any provision of, this Agreement may be brought against any of the parties in the state and federal courts located in the State of Delaware, and each of the parties consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

5. Successors and No Third-Party Rights. This Agreement shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Unless otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

6. Entire Agreement and Modification. The Exchange Agreement and this Agreement supersede all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by Assignee and Assignor. Any items listed, set forth, described or otherwise disclosed on or in any part of this Agreement or the **Exhibits** hereto shall be deemed listed, set forth, described and otherwise disclosed on or in all other parts of this Agreement or the **Exhibits** hereto.

7. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in

full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

8. Interpretation. The parties hereto acknowledge and agree that (a) each party and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto, regardless of which party was generally responsible for the preparation of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed and delivered this Agreement as of the Effective Date.

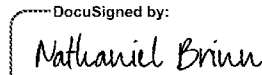
**ASSIGNOR:**

Tangen Biosciences Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Rick Birkmeyer  
Title: President

**ASSIGNEE:**

Another Chance LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Nathaniel Brinn  
Title: Manager

*[Signature Page to IP Assignment]*

**CONFIDENTIAL**  
**PAC DRAFT - DECEMBER 21, 2023**  
**FOR INTERNAL DISTRIBUTION PURPOSES ONLY**

**EXHIBIT B**  
**TRANSFERRED TRADEMARKS**

Mark	Country or Jurisdiction	Application No.	Filing Date	Reg. No.	Reg. Date	Class
GENESPARK	United States	88/852,875	Mar 30, 2020	n/a	n/a	9, 10
GENESPARK	Madrid Protocol – AU, BR, CA, CH, CN, EM, GB, IL, IN, JP, KR, MX, MY, NO, NZ, PH	1571396	Sep 15, 2020	1571396	Sep 15, 2020	9, 10