TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fordras S.A.		03/08/2010	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	Bioseutica plc	
Street Address:	Camilleri Preziosi, Level 3, Valletta Buildings, South Street	
City:	Valletta	
State/Country:	MALTA	
Postal Code:	VLT1103	
Entity Type:	LIMITED LIABILITY COMPANY: MALTA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77351585	LYSOBIER

CORRESPONDENCE DATA

Fax Number: (202)478-0379

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (240) 723-5470

Email: aspivak@mosaiclegalgroup.com

Correspondent Name: Andrew N. Spivak, c/o Mosaic Legal Group

Address Line 1: 2001 Twelfth Street, NW, Suite 117

Washington, DISTRICT OF COLUMBIA 20009 Address Line 4:

ATTORNEY DOCKET NUMBER: V69812US

DOMESTIC REPRESENTATIVE

Andrew N. Spivak c/o Mosaic Legal Group Name:

Address Line 1: 2001 Twelfth Street, NW, Suite 117

Address Line 4: Washington, DISTRICT OF COLUMBIA 20009

TRADEMARK

900161272

REEL: 004198 FRAME: 0624

NAME OF SUBMITTER:	Andrew N. Spivak	
Signature:	/Andrew N. Spivak/	
Date:	05/04/2010	
Total Attachments: 3 source=LYSOWINE-LYSOBIER - Assignment of Trademarks#page1.tif source=LYSOWINE-LYSOBIER - Assignment of Trademarks#page2.tif source=LYSOWINE-LYSOBIER - Assignment of Trademarks#page3.tif		

TRADE-MARK ASSIGNMENT AGREEMENT

BETWEEN:

Fordras S.A. 4 Corso Elvezia 6900 Lugano Switzerland

(hereinafter the "Assignor");

AND:

Bioseutica plc Camilleri Preziosi Level 3, Valletta Buildings South Street

Valletta VLT1103

Malta

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the trade-marks set out in **Schedule "A"** (the "**Trade-marks**");

AND WHEREAS the entire business of the Assignor, related to the Trade-marks, including the Assignor's rights, title and interest in and to the Trade-marks, was assigned, sold and transferred to the Assignee on March 8, 2010 (the "Effective Date");

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

1.1 For EUR 43'449.60 and other good and valuable consideration, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trademarks, including, without limitation, all common law rights and the goodwill associated with the Trademarks worldwide including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trademarks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trademarks in any country.

No W.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

3. GENERAL PROVISIONS

- 3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.
- 3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.
- 3.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.5 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. All disputes arising under this Agreement will be referred to the courts of Lugano, Switzerland, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.
- 3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the Effective Date.

Fordras S.A

By:

Name: Hans Hagedorn

Title:

Director

Bioseutica plo

By:

Name: Rufino Dee

Title:

Chief Financial Officer

SCHEDULE "A"

Mark_	Country	Application No.
LYSOWINE	Australia	925297
LYSOWINE	China	925297
LYSOWINE	Croatia	925297
LYSOWINE	Morocco	925297
LYSOWINE	Moldova	925297
LYSOWINE	Russia	925297
LYSOWINE	Turkey	925297
LYSOWINE	U.S	79-038934
LYSOWINE	EU	5397013
LYSOWINE	Chile	770.118
LYSOWINE	Argentina	2.739.726
LYSOWINE	South Africa	2007/08019
LYSOWINE	Switzerland	554161
LYSOBIER	EU	5999016
LYSOBIER	U.S.	77351585

RECORDED: 05/04/2010