

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BioPharma Scientific, LLC, a Nevada limited liability company		09/02/2010	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	BioPharma Scientific, LLC, a Delaware limited liability company
<b>Street Address:</b>	5740 Fleet St., Suite 200
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77915143	NANOMEAL

**CORRESPONDENCE DATA**

Fax Number: (310)553-8626  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (310) 279-2563  
 Email: owen@rassman.com  
 Correspondent Name: Thomas Owen Rassman, Esq.  
 Address Line 1: 2033 San Elijo Avenue #275  
 Address Line 4: Cardiff by the Sea, CALIFORNIA 92007

<b>NAME OF SUBMITTER:</b>	Thomas Owen Rassman
<b>Signature:</b>	/Thomas Owen Rassman/
<b>Date:</b>	12/21/2010

Total Attachments: 2

**900179370**

**TRADEMARK  
 REEL: 004438 FRAME: 0323**

**OP \$40.00 77915143**

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## ASSIGNMENT OF TRADEMARK AND COPYRIGHTS

WHEREAS, BIOPHARMA SCIENTIFIC, LLC a Nevada limited liability company, whose address is 9010 Kenamar Drive, Suite 101, San Diego, California 92121 (hereinafter "Assignor") has adopted, used or intends to use, the NANOMEAL mark.

WHEREAS, Assignor is the owner of a U.S. trademark application on the NANOMEAL mark which was filed as serial no. 77/915,143 on January 19, 2010 (hereinafter the "Trademark").

WHEREAS, Assignor is the owner of the copyrights associated with the Trademark and the materials on which the Trademark appears (collectively referred to as the "Copyrights").

WHEREAS, BIOPHARMA SCIENTIFIC, LLC, a Delaware limited liability company, (hereinafter "Assignee") desires to acquire all right, title and interest in the Trademark and Copyrights.

THEREFORE, for good and valuable consideration, receipt of and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignor covenants that no share, interest, assignment or other right to the Trademark or Copyrights has been transferred, assigned, or granted to any third party.
2. Assignor hereby assigns to Assignee, all right, title, and interest in and to the Trademark, together with the goodwill of the business to which the Trademark pertains.
3. The Assignor further assigns to Assignee all rights in the trade dress, labels and designs associated with the Trademark.
4. Assignor hereby assigns to Assignee, all right, title, goodwill and interest in and to the Copyrights, including the rights to all renewals and extensions and the right to prepare derivative works.

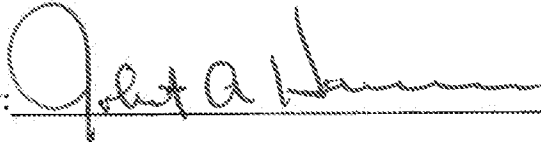
5. Assignor hereby assigns to Assignee all related income and royalties and any money due or that becomes due relating to an infringement or misappropriation of the Trademark or Copyrights as well as the right to sue for all future and past infringements and misappropriations.

6. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademark and Copyrights.

7. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the parties' respective successors, assignees, heirs, devisees, legatees, executors, administrators and trustees.

Effective September 2, 2010.

For Assignor,  
BIOPHARMA SCIENTIFIC, LLC

By: 

Name: Robert Herrmann

Title: Chief Executive Officer