

## 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                         |
| MGH Holdings, LLC   |  | 02/23/2012     | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |  |                |                                     |
| Name:   | BioForce, Inc.                               |                |                                     |
| Street Address:   | 5406 West 11000 North, Suite #103-114        |                |                                     |
| City:   | Highland                                     |                |                                     |
| State/Country:  | UTAH   |                |                                     |
| Postal Code:  | 84003  |                |                                     |
| Entity Type:  | CORPORATION: UTAH                            |                |                                     |
| PROPERTY NUMBERS Total: 1   |  |                |                                     |
| Property Type   | Number                                       | Word Mark      |                                     |
| Serial Number:  | 85253888                                     | MYONATURAL     |                                     |
| CORRESPONDENCE DATA   |  |                |                                     |
| Fax Number:   | (801)578-6999                                |                |                                     |
| Phone:  | (801) 328-3131                               |                |                                     |
| Email:  | tm-slc@stoel.com                             |                |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                                     |
| Correspondent Name:   | Catherine Parrish Lake                       |                |                                     |
| Address Line 1:   | 201 South Main Street, Suite 1100            |                |                                     |
| Address Line 4:   | Salt Lake City, UTAH 84111                   |                |                                     |
| ATTORNEY DOCKET NUMBER:   | 43658-2/10                                   |                |                                     |
| NAME OF SUBMITTER:  | Catherine Parrish Lake                       |                |                                     |
| Signature:  | /Catherine Parrish Lake/                     |                |                                     |

Date:

03/02/2012

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, MGH Holdings, LLC, a Delaware limited liability company, with offices at 5406 West 11000 North, #103-124, Highland, UT 84003 ("Assignor"), is the owner of the trademarks, including the trademark applications and registrations thereof, listed on Schedule "A" attached hereto and incorporated herein by reference (collectively the "Trademarks"); and,

WHEREAS, BioForce, Inc., a Utah corporation, with offices at 5406 W. 11000 N. Suite #103 - 114 Highland Utah 84003 ("Assignee"), is desirous of acquiring from Assignor the entire worldwide right, title and interest in and to the Trademarks and the Applications, including the Application filed in the United States (the "Application") once an Allegation of Use has been accepted by the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title, and interest in and to the Trademarks, including the Application once an Allegation of Use has been accepted by the U.S. Patent and Trademark Office, all related common law rights and the goodwill pertaining thereto, together with all claims, demands and causes of action for the past infringement of any or all of the Trademarks or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made, effective February 23, 2012.


Assignor warrants, covenants and represents that it is the owner of the Trademarks, and the related common law rights and associated goodwill; that it has the full right to convey the

entire interest hereby assigned; and that it has not and will not assign or otherwise transfer any of the rights hereby assigned to any third party; and that there are no actual or threatened claims, actions or proceedings against the Trademarks.


Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee. Assignor hereby authorizes Assignee to request that the applicable governmental entity record Assignee as the owner of the Trademarks with all applicable governmental authorities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

ASSIGNOR

  
\_\_\_\_\_  
MGH Holdings, LLC  
Print Name: Timothy Hewlett  
Title: Vice President

ASSIGNEE

  
\_\_\_\_\_  
BioForce, Inc.  
Print Name: Timothy Hewlett  
Title: Vice President

**EXHIBIT A**

**Applications**

| TRADEMARK  | COUNTRY | APPLICATION NO. | APPLICATION DATE |
|------------|---------|-----------------|------------------|
| MYONATURAL | CANADA  | 1,518,215       | March 8, 2011    |
| MYONATURAL | USA     | 85/253,888      | October 26, 2010 |

**Registrations**

| TRADEMARK  | COUNTRY                                  | REGISTRATION NO. | REGISTRATION DATE |
|------------|--|------------------|-------------------|
| MYONATURAL | International<br>(European<br>Community) | 1,071,873        | March 7, 2011     |