

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergy Strips Corp.		01/22/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Knight Therapeutics (Barbados) Inc.		
Street Address:	High Street		
Internal Address:	Chancery House		
City:	Bridgetown, St. Michael		
State/Country:	BARBADOS		
Postal Code:	BB11128		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2414522	FOCUS FACTOR	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	26480.06		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	01/29/2015		
Total Attachments: 23			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made as of January 22, 2015, by Synergy Strips Corp. ("Debtor"), a Nevada corporation, in favor of Knight Therapeutics (Barbados) Inc., a Canadian corporation, as lender under the Loan Agreement referred to below (in such capacity, "Secured Party").

RECITALS

WHEREAS, the Lender has agreed to advance the sum of \$6 million (the "Loan") to Debtor pursuant to a Loan Agreement dated as of the date hereof, by and among Debtor, as borrower, and Secured Party, as lender (as amended, restated or supplemented, the "Loan Agreement") (all terms capitalized herein but not defined herein having the respective definition set forth in the Loan Agreement);

WHEREAS, Debtor has agreed to execute this IP Security Agreement in favor of Secured Party as security for all amounts owing at any time and from time to time by Debtor under the Loan Agreement and the other Obligations (as defined at the end of Section 1);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Debtor and, by its acceptance hereof, Secured Party hereby agree as follows:

1. To secure the prompt, punctual, and faithful performance of all and each of the Obligations, Debtor hereby grants to Secured Party, for the benefit of Secured Party, a continuing security interest in and to the following, and each item thereof, whether now owned or now due, or in which that Debtor has an interest, or hereafter acquired, arising, or to become due, or in which that Debtor obtains an interest, and all proceeds and substitutions of or to any of the following:
 - a. Trademarks.
 - i. All of Debtor's now owned or existing or hereafter acquired or arising trademarks, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, including, without limitation those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications, as well as all rights and privileges arising under applicable law, licenses and other agreements with respect to Debtor's use of any of the foregoing.
 - ii. All reissues, extensions or renewals of any of the foregoing.
 - iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications and goodwill described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Trademarks".

b. Patents.

- i. All of Debtor's now owned or existing or hereafter acquired or arising patents, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on EXHIBIT B annexed hereto and made a part hereof as well as all rights and privileges arising under applicable law, licenses and other agreements with respect to Debtor's use of any of the foregoing.
- ii. All renewals of any of the foregoing.
- iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing patents, patent applications described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Patents".

c. Copyrights.

- i. All of Debtor's now owned or existing or hereafter acquired or arising copyright rights (including licenses), copyright applications, copyright registrations, and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a Trade Secret, including, without limitation, the copyright rights, copyright applications, and registered copyrights, listed on EXHIBIT C annexed hereto and made a part hereof, as well as all

rights and privileges arising under applicable law and licenses and other agreements with respect to Debtor's use of any of the foregoing.

- ii. All reissues, extensions or renewals of any of the foregoing.
- iii. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- iv. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- v. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing copyright rights, registered copyrights and copyright applications described in (i)-(v) above are hereinafter individually and/or collectively referred to as the "Copyrights".

- d. All right, title and interest of Debtor as a licensee or authorized user of Intellectual Property and Trade Secrets of another Person under licenses and/or other Contracts (as modified by the inclusion of rights under new Contracts, the "Licensee Rights").
- e. Without duplication of any collateral listed above, all proceeds of the foregoing.

Hereinafter, all of Debtor's Trademarks, Patents and Copyrights, together with Debtor's Licensee Rights and Debtor's right, title and interest in and to any domain names (including those listed on EXHIBIT A) and other Trade Secrets, are collectively referred to as, the "Intellectual Property".

This IP Security Agreement is made and given to secure, and shall secure, the prompt payment and performance when due of (i) any and all indebtedness, obligations and liabilities of Debtor to Secured Party under or in connection with the Loan Agreement and any other document, agreement, instrument or certificate entered into by Debtor, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired related thereto or to the Loan, and (ii) any and all expenses and charges, legal (including, without limitation, attorneys' fees) or otherwise, suffered or incurred by Secured Party and its agents and representatives, in collecting or enforcing any of such indebtedness, obligations and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the Lien granted hereby (all of the indebtedness, obligations, liabilities, expenses and charges described in (i) and (ii) above being hereinafter referred to as the "Obligations").

2. Until this IP Security Agreement is terminated, Debtor shall undertake the following with respect to the Intellectual Property:
- a. At Debtor's sole cost, expense, and risk, pay all fees and take any and all other action after the date hereof (i) that Debtor deems appropriate to maintain, defend and protect the Intellectual Property material to Debtor's business, and (ii) that Secured Party reasonably requests to preserve, protect and perfect its security interest in the Intellectual Property.
 - b. Debtor shall (i) make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and assignments and collateral agreements and filings (including trademark, patent or copyright assignments in form and substance reasonably satisfactory to Secured Party) with the United States Patent and Trademarks Office and the Register of Copyrights, and (ii) take all such actions as Secured Party may reasonably request, or as are otherwise necessary, in each case to give notice to third parties of (i.e., to "perfect") Secured Party's security interest in the Intellectual Property and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to Secured Party the grant, perfection and priority of a security interest in the Intellectual Property. Debtor hereby authorizes Secured Party to execute and/or file one or more of the foregoing instruments or copies thereof (including assignments for security in the form of EXHIBIT E hereto) or of this IP Security Agreement with respect to the Intellectual Property signed only by Secured Party. Debtor shall not cause, suffer or permit the filing or registration of any Intellectual Property unless such filing or recordation is accompanied by a copy of this IP Security Agreement or a collateral assignment as security relating to such Intellectual Property (substantially in the form of EXHIBIT E hereto), or another instrument reasonably acceptable to Secured Party that perfects Secured Party's security interest therein. Debtor shall contemporaneously deliver to Secured Party a copy of such instruments being filed or recorded, as well as the filing or recording information when available.
 - c. Debtor shall insure that no grant by Debtor of one or more licenses materially diminishes the value of the Intellectual Property.

3. Upon the occurrence of (a) any failure by Debtor to perform any of its obligations set forth in Section 2 above that is not remedied within 20 days of the earlier date on which (i) Debtor has knowledge of such failure or (ii) Debtor is notified thereof by the Secured Party or any other Person; and/or (b) any other Event of Default that is continuing, Secured Party, acting in its own name or in that of Debtor, may (but shall not be required to) act in Debtor's place and stead and/or in Secured Party's own right in connection therewith. Any reasonable out-of-pocket costs or fees incurred in connection with such actions shall be payable by Debtor and shall be deemed to be "Obligations" under Section 1 for purposes of this IP Security Agreement.
4. Debtor represents, warrants, agrees and covenants that:
 - a. The Intellectual Property listed on EXHIBITS A, B, and C comprises all of the registered Intellectual Property now owned by Debtor.
 - b. No Liens have been granted by Debtor to any person or entity in such Intellectual Property.
 - c. During the term of this IP Security Agreement, Debtor will not transfer or convey any interest in the Intellectual Property (or suffer, permit or cause any Liens thereon), except for (i) Liens under the Loan Documents, (ii) as permitted pursuant to the Loan Agreement, (iii) interests in Intellectual Property that is not material to Debtor and/or (iv) licenses granted by Debtor in the ordinary course of business.
 - d. Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder or the Lien granted to Secured Party hereunder, in each case without Secured Party's prior written consent. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Intellectual Property. Debtor will promptly notify Secured Party in writing of any event that adversely affects the value of any Intellectual Property, the ability of Debtor to dispose of any material Intellectual Property, or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property.
 - e. Except to the extent that Debtor determines to the contrary through the exercise of sound business judgment, Debtor (either itself or through licensees) shall (i) continue to use all of the Trademarks material to its business, (ii) maintain such material Trademarks in full force free from any claim of abandonment for non-use and (iii) not (nor will it permit any licensee thereof to) suffer, permit or cause any act or omission whereby any such material Trademark(s) may become invalidated. Debtor has used proper notice indicating ownership of and the right to use its material Intellectual Property to the extent necessary to protect the Intellectual Property. Debtor has maintained, to the extent necessary for the preservation of its material Intellectual Property, control over the manufacture,

sale, distribution, provision, advertising, packaging and labeling of all goods and services with which the Trademarks have been used.

- f. No Patent material to Debtor's business has been abandoned or dedicated, and, except to the extent that Debtor determines otherwise through the exercise of sound business judgment, Debtor shall not do any act, or omit to do any act, whereby any Patent material to its business may become abandoned or dedicated. Debtor shall notify Secured Party immediately if it knows of any reason or has reason to know that any application or registration may become abandoned or dedicated.
 - g. The registrations of each of the Patents and Trademarks listed on EXHIBITS A and B are valid and subsisting and in full force and effect. There is no claim of adverse ownership or invalidity or other opposition to or conflict with any of the Intellectual Property, nor of any pending or, to the best of Debtor's knowledge, threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against Debtor relating thereto. The use of the Intellectual Property does not breach, violate, infringe or interfere with any rights of any third party.
 - h. Debtor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or the courts, offices or agencies of any other jurisdiction, including without limitation any other country or any political subdivision thereof, to maintain each application and registration of the Intellectual Property that is material to the business of Debtor, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under paragraphs 4(e) and 4(f) above. Without limiting the foregoing, such steps will include executing all papers and instruments so as to enable Secured Party to apply for, prosecute and maintain applications and registrations in any country reasonably necessary (as determined in the sole discretion of Secured Party) to create, preserve, protect or maintain its Lien on the Intellectual Property.
 - i. This IP Security Agreement, together with the filing of financing statements describing the Intellectual Property and the recording of assignments for security as described herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, creates a valid, perfected and first priority security interest in the Intellectual Property.
5. In order to further secure the Obligations:
- a. Debtor shall promptly provide Secured Party with updates to reflect new Intellectual Property acquired by Debtor.
 - b. Debtor hereby authorizes Secured Party to modify this IP Security Agreement by amending the exhibits hereto to include any future Intellectual Property, written notice of which shall be given; provided, however, the modification of said

exhibits shall not be a condition to the creation or perfection of the security interest in any Intellectual Property.

6. a. During the continuation of an Event of Default, Secured Party (whether under a power of attorney or otherwise) may exercise all rights and remedies of a secured party under the Uniform Commercial Code and under other applicable law (including applicable U.S. federal law) with respect to the Intellectual Property. Debtor acknowledges that ten (10) days' prior written notice is reasonable before Secured Party realizes upon the collateral hereunder. In connection therewith, Secured Party may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property. Any person may conclusively rely upon an affidavit of an officer of Secured Party that an Event of Default has occurred and is continuing and that Secured Party is authorized to exercise such rights and remedies. All of the rights and remedies set forth in this Section 6 shall be cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, Debtor.
- b. In addition to, and without in any way limiting, the immediately preceding Section 6(a), during the continuation of an Event of Default, (i) Secured Party shall have the following rights and remedies and (ii) Debtor agrees to comply with the requests of Secured Party in exercising such rights and remedies (provided that nothing in this Intellectual Property Agreement shall be construed as requiring Secured Party to take any or all of such actions):
 - i. Secured Party may, at any time and from time to time, upon 10 days' prior written notice to Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine;
 - ii. Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and, should it so notify Debtor in writing during the continuation of such Event of Default, Secured Party shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license agreements with respect to the Intellectual Property, and take or refrain from taking any action under any provision thereof; and
 - iii. in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Intellectual Property pursuant to this subparagraph 6(b), Secured Party may, after and during the continuance of an Event of Default, pursuant to the authority granted in the powers of attorney set forth herein and in EXHIBIT D hereto, execute and deliver on behalf of the applicable Debtor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.
- c. Debtor agrees to pay when due all reasonable costs incurred in any transfer of the Intellectual Property upon exercise of the rights described in Section 6(b),

including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations (without duplication). Debtor shall remain liable and shall pay Secured Party on demand any deficiency remaining after application of the proceeds of any such transfer of the Intellectual Property, together with interest thereon (and on the balance of any expenses then unpaid) at a rate equal to the highest rate then payable on the Obligations. In connection with the exercise of one or more of the remedies described above, Debtor hereby releases Secured Party from, and agrees to hold Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license or sublicense agreement, except for claims arising out of Secured Party's gross negligence or willful misconduct.

- d. Debtor agrees to cooperate with all reasonable requests of Secured Party in the event of a license, assignment, sale or other disposition of the Intellectual Property, or any of it, by Secured Party, and, in connection with such obligation, Debtor shall supply its know-how and expertise relating to the Intellectual Property.
- e. All rights of Secured Party hereunder, as well as the security interest granted to Secured Party hereunder and all obligations of Debtor hereunder, shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Loan Agreement and/or any other document being executed and delivered by Borrower, Debtor or any of their respective Affiliates (the "**Related Documents**"), any other agreement with respect to any of the Obligations, or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Loan Agreement, any Security Document to which Debtor or any Subsidiary is a party, or any other Loan Documents, (iii) any exchange, release or nonperfection of any Lien on other Intellectual Property, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Obligations, or (iv) any other event or condition specified in the Loan Agreement, any Security Document to which Debtor or any Subsidiary is a party, or any other Loan Documents, or any other event or condition that might otherwise result in a discharge or release of the Obligations at law or at equity.
- f. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. Secured Party shall not be deemed to have waived any rights hereunder or under any other agreement or instrument unless such waiver shall be in writing and signed by such parties.

7. Concurrently with the execution and delivery of this IP Security Agreement, Debtor shall execute and deliver to Secured Party four (4) originally executed copies of the power of attorney attached hereto as EXHIBIT D.
8. In connection with the exercise of Secured Party's right and remedies under this IP Security Agreement and the Loan Documents, any use by Secured Party of the Intellectual Property as authorized hereunder shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Secured Party to Debtor. Debtor hereby agrees that if the proceeds of any Intellectual Property hereunder (including the payments made in respect of any of the Intellectual Property) shall be received by it during the continuance of one or more Events of Default, Debtor shall as promptly as possible deliver such proceeds to the Secured Party. Until so delivered, all such proceeds shall be held in trust by Debtor for and as the property of Secured Party and shall not be commingled with any other funds or property of Debtor.
9. Debtor shall, upon demand, reimburse Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise and/or enforcement of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel). For greater certainty, Debtor shall not be responsible for the costs and fees of any legal opinion that the Secured Party may obtain with respect to, inter alia, the validity and priority of the security interest created hereunder.
10. Debtor authorizes Secured Party's delivery to the Register of Copyrights and the Commissioner of Patents and Trademarks of this IP Security Agreement, and the recording by such authorities of this IP Security Agreement, and any amendments hereto, or copies hereof.
11. Regardless of whether this Section 11 is referred to in a particular section, to the extent this Agreement conflicts with the provisions of the Loan Agreement or any other Security Document, the provisions of this Agreement shall control with respect to Intellectual Property. This IP Security Agreement is intended to be supplemental of any security-related provisions in any other Security Documents to which Debtor or any other Loan Party is a party and each other Loan Document that purports to create security interests.
12. Without in any way limiting any other indemnification provisions contained herein, Debtor assumes all responsibility and liability arising from the use of the Intellectual Property, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold, or any service provided, by Debtor (or any Affiliate thereof) in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any Affiliate thereof); provided that Debtor shall not be liable to the Secured Party for the payment of any portion of such claim, suit, loss, damage or expense to the extent resulting solely from the Secured Party's gross negligence or willful misconduct. Debtor agrees that Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or

contract included in the Intellectual Property or the performance of any obligations to be performed under or with respect to any such agreement or contract by any Debtor, and Debtor hereby agrees to indemnify and hold Secured Party harmless with respect to any and all claims by any person relating thereto not arising out of the gross negligence or willful misconduct of the Secured Party.

13. To the extent that a security interest in any Intellectual Property filed, recorded or registered in a jurisdiction other than the United States and its territories, if a separate security agreement has been executed and delivered by Debtor for use in such other jurisdiction, then this IP Security Agreement shall be deemed to be superseded by such other agreement, but solely with respect to the Intellectual Property registrations in such other jurisdiction. If Intellectual Property is filed, recorded or registered in the United States and another jurisdiction, then this IP Security Agreement shall govern with respect to intellectual property rights governed by United States (or any state's) laws.
14. This IP Security Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to its conflict of laws principles (except as set forth in Section 5-1401 of the New York General Obligations Law).
15. Article 13 of the Loan Agreement is hereby incorporated herein by reference and shall apply to this IP Security Agreement *mutatis mutandis* as though set forth at length herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this IP Security Agreement to be executed under seal as of the date first above written.

SYNERGY STRIPS CORP.

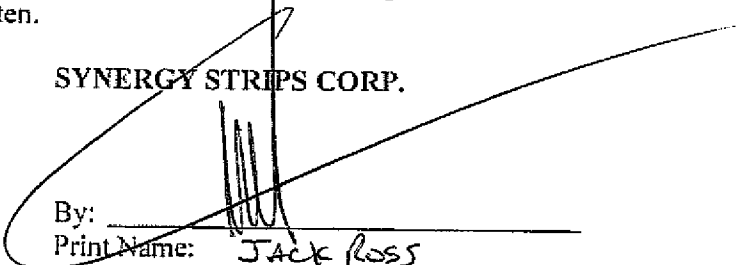
By: 
Print Name: JACK ROSS
Title: CEO

EXHIBIT A
TRADEMARKS

Registrations (All in USA):

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Registered</u>
FOCUS FACTOR	Live	2,414,522	12/19/00; renewed through 12/19/2020

Trademark Applications:

<u>Trademark</u>	<u>Status</u>	<u>Date Registered</u>
None	N/A	N/A

Licenses or other Contracts to use Trademarks of Other Persons:

<u>IP Holder</u>	<u>Agreement</u>	<u>Date Executed</u>
None	N/A	N/A

Domain Names:

GoDaddy Domain Names

<u>Domain</u>	<u>Expiration</u>
fnlubiquinol.com	2/2/2015
highabsorptioncoq10.com	2/2/2015
ubiquinolcoq.com	2/2/2015
ubiquinolproduct.com	2/2/2015
focusfactorkids.com	2/18/2015
omega3factor.tv	4/7/2015
900dha.com	5/19/2015
coqfactor.com	5/19/2015
coqfactor.net	5/19/2015
omega900.com	5/19/2015
omegafactor3.com	5/19/2015
freefocusfactor.org	5/20/2015
focusfactorforkids.com	5/21/2015
pricewiseclub.tv	7/12/2015
healthinformation.com	8/10/2015
coqten.com	9/15/2015
factoressentials.com	9/15/2015

factororganics.com	9/15/2015
factornutraceuticals.com	9/15/2015
factornutrition.com	9/15/2015
factornutrition.info	9/15/2015
factornutrition.net	9/15/2015
factornutrition.tv	9/15/2015
factornutritionlabs.com	9/15/2015
factornutritionlabs.info	9/15/2015
factornutritionlabs.net	9/15/2015
factornutritionlabs.org	9/15/2015
factornutritionlabs.tv	9/15/2015
focusfactorfanpage.com	9/15/2015
focusfactorinfo.com	9/15/2015
focusfactoronline.com	9/15/2015
focusfactorreviews.com	9/15/2015
freefactornutrition.com	9/15/2015
freefactornutritionlabs.com	9/15/2015
freefocusfactor.com	9/15/2015
freefocusfactor.net	9/15/2015
freeomega3.com	9/15/2015
memoryconcentrationandfocus.com	9/15/2015
memoryconcentrationfocus.com	9/15/2015
pricewiseclub.com	9/15/2015
omega3factor.net	9/22/2015
omegafactor.net	9/22/2015
focusfactorplus.com	10/8/2015
focusfactorplus.net	10/8/2015
freefocusfactorplus.com	10/8/2015
freefocusfactorplus.net	10/8/2015
omega3.com	11/10/2018

Network Solution Domain Names

Domain	Expiration
focusfactor.biz	9/12/2015
focusfactor.com	11/9/2015

EXHIBIT B

PATENTS and PATENT APPLICATIONS

Licenses or other Contracts to use Patents of Other Persons:

<u>IP Holder</u>	<u>Agreement</u>	<u>Date Executed</u>	<u>IP Covered</u>
None.	N/A	N/A	N/A

Supplemental Information re patents:

Registered Owner	Patent Title	Country & Status	Application Number & Date	Grant Number & Date
Factor Nutrition Labs, LLC (registration to be updated post-closing)	Compositions for Improving Mental Performance	USA	10519515, December 7, 2004	8329227, November 21, 2013

EXHIBIT C
COPYRIGHTS

None.

Licenses or other Contracts to use Content subject to Copyrights of Other Persons:

N/A

EXHIBIT D

SPECIAL POWER OF ATTORNEY

STATE OF _____)

) ss.:

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, THAT Synergy Strips Corp., a Nevada corporation, with its principal office at _____ (hereinafter called "**Assignor**") hereby appoints and constitutes _____, as agent (in such capacity, the "**Assignee**"), as its true and lawful attorney under in the Intellectual Property Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "**IP Security Agreement**"), with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any copyrights, copyright applications and registrations, and all reissues, extensions or renewals of the foregoing, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and

deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

[Signature Page is Next]

This power of attorney is made pursuant to the IP Security Agreement, is subject to the conditions thereof, is coupled with an interest and, accordingly, is irrevocable until the indefeasible payment in full of all "Obligations" (as defined in the IP Security Agreement). Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the IP Security Agreement.

Dated: January 22, 2015

SYNERGY STRIPS CORP.

By: 

Name: Jack Ross

Title: President and Chief Executive Officer

Address: 3435 Ocean Park, Suite 107-447
Santa Monica, CA 90405

[Signature Page to Power of Attorney]

TRADEMARK
REEL: 005449 FRAME: 0079

EXHIBIT E

{Begins Next Page}

COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

WHEREAS, SYNERGY STRIPS CORP., a Nevada corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks and domain names listed on the annexed Schedule 1, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor and Knight Therapeutics (Barbados) Inc., as agent (in such capacity, the "Assignee") are parties to that certain Intellectual Property Security Agreement (the "IP Security Agreement") to secure the payment of the Obligations (as defined in the IP Security Agreement);

WHEREAS, pursuant to the IP Security Agreement, Assignor has granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (as further described in the IP Security Agreement, the "Collateral"), to secure the prompt payment and performance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in the Collateral to secure the prompt payment and performance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is:

Knight Therapeutics (Barbados) Inc.
Chancery House
High Street
Bridgetown, St. Michael
BB11128
Barbados, WI

IN WITNESS WHEREOF, Assignor has caused this Collateral Assignment for Security to be duly executed by its officer thereunto duly authorized as of January 22, 2015.

SYNERGY STRIPS CORP.

By: 

Name: Jack Ross

Title: President and Chief Executive Officer

Address: 3435 Ocean Park, Suite 107-447

Santa Monica, CA 90405

[Signature Page to Collateral Assignment]

TRADEMARK
REEL: 005449 FRAME: 0082

SCHEDULE 1 TO COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks

Registrations (All in USA):

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Registered</u>
FOCUS FACTOR	Live	2,414,522	12/19/00; renewed through 12/19/2020

Trademark Applications:

<u>Trademark</u>	<u>Status</u>	<u>Date Registered</u>
None	N/A	N/A

Licenses or other Contracts to use Trademarks of Other Persons:

<u>IP Holder</u>	<u>Agreement</u>	<u>Date Executed</u>
None	N/A	N/A

Domain Names:

GoDaddy Domain Names

<u>Domain</u>	<u>Expiration</u>
fnlubiquinol.com	2/2/2015
highabsorptioncoq10.com	2/2/2015
ubiquinolcoq.com	2/2/2015
ubiquinolproduct.com	2/2/2015
focusfactorkids.com	2/18/2015
omega3factor.tv	4/7/2015
900dha.com	5/19/2015
coqfactor.com	5/19/2015
coqfactor.net	5/19/2015
omega900.com	5/19/2015
omegafactor3.com	5/19/2015
freefocusfactor.org	5/20/2015
focusfactorforkids.com	5/21/2015
pricewiseclub.tv	7/12/2015
healthinformation.com	8/10/2015

coqten.com	9/15/2015
factoessentials.com	9/15/2015
factororganics.com	9/15/2015
factornutraceuticals.com	9/15/2015
factornutrition.com	9/15/2015
factornutrition.info	9/15/2015
factornutrition.net	9/15/2015
factornutrition.tv	9/15/2015
factornutritionlabs.com	9/15/2015
factornutritionlabs.info	9/15/2015
factornutritionlabs.net	9/15/2015
factornutritionlabs.org	9/15/2015
factornutritionlabs.tv	9/15/2015
focusfactorfanpage.com	9/15/2015
focusfactorinfo.com	9/15/2015
focusfactoronline.com	9/15/2015
focusfactorreviews.com	9/15/2015
freefactornutrition.com	9/15/2015
freefactornutritionlabs.com	9/15/2015
freefocusfactor.com	9/15/2015
freefocusfactor.net	9/15/2015
freeomega3.com	9/15/2015
memoryconcentrationandfocus.com	9/15/2015
memoryconcentrationfocus.com	9/15/2015
pricewiseclub.com	9/15/2015
omega3factor.net	9/22/2015
omegafactor.net	9/22/2015
focusfactorplus.com	10/8/2015
focusfactorplus.net	10/8/2015
freefocusfactorplus.com	10/8/2015
freefocusfactorplus.net	10/8/2015
omega3.com	11/10/2018

**Network Solution Domain
Names**

<u>Domain</u>	<u>Expiration</u>
focusfactor.biz	9/12/2015
focusfactor.com	11/9/2015