

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494619

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lunada Biomedical		10/18/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BIOGIX, INC.		
Street Address:	6733 S. Sepulveda Blvd., Suite 115		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3521376	AMBEREN	
Registration Number:	3848702	AMBIOSPA	
Registration Number:	4158946	SMART VITAMIN	
Registration Number:	4191591	SMART-C	
Registration Number:	4191633	SMART-B	
Registration Number:	4191634	SMART-Q	
Registration Number:	4864250	CYTOMAGNESIUM	
Registration Number:	4864249	CYTOCALCIUM	
Registration Number:	4864251	CYTOZINC	
Registration Number:	4864252	CYTOSMART	
Registration Number:	5147888	EMBRACE THE CHANGE	
CORRESPONDENCE DATA			
Fax Number:	5052135750		
<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:	301-802-7605		
Email:	george@bardmesserlaw.com		
Correspondent Name:	George S. Bardmesser		
Address Line 1:	1025 Connecticut Avenue, N.W.		
Address Line 2:	Suite 1000		

OP \$290.00 3521376

Address Line 4:	Washington, D.C. 20006
NAME OF SUBMITTER:	George s. bardmesser
SIGNATURE:	/GB/
DATE SIGNED:	10/19/2018
Total Attachments: 4 source=LUNADA TM Assignment to BIOGIX signed#page1.tif source=LUNADA TM Assignment to BIOGIX signed#page2.tif source=LUNADA TM Assignment to BIOGIX signed#page3.tif source=LUNADA TM Assignment to BIOGIX signed#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of October 16, 2018 (the "Effective Date") by and between **LUNADA BIOMEDICAL**, a corporation organized and existing under the laws of California and having an office and place of business at 6733 S. Sepulveda Blvd. Suite 115, Los Angeles, CA, USA (hereafter referred to as the "Assignor"), and **BIOGIX, INC.**, a corporation organized and existing under the laws of California and having an office and place of business at 6733 S. Sepulveda Blvd. Suite 115, Los Angeles, CA, USA (hereafter referred to as the "Assignee").

RECITALS:

WHEREAS, Assignor has adopted and used the marks listed in Exhibit A as trade marks and/or as service marks and is the owner of the trademarks as further described on Exhibit A attached hereto (the "Trademarks"), and has adopted and continuously used the Trademarks in commerce;

WHEREAS, Assignor desires to transfer to Assignee and Assignee wishes to acquire all of Assignor's rights in and to the Trademarks and the goodwill associated therewith and including the said United States Trademark Registration thereof; and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor the Trademarks as defined below on the terms and conditions described in this Agreement;

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. In consideration of One Hundred Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfer and conveys to Assignee, free and clear of any rights and claims by Assignee or any third party, the entire right, title and interest in and to the said Trademark and the said United States Trademark registration thereof together with the good will of the business which is symbolized by the said Trademark and with the right to recover damages and profits and all other remedies for past infringements thereof. Assignor hereby represents and warrants that it has not previously assigned, transferred, pledged, liened or otherwise encumbered the Trademarks or taken any other action which would conflict with this Trademark Assignment Agreement. Assignor hereby waives any right to assert any moral rights, if any, against Assignee or any third party with respect to any aspect of the Trademark.
2. Full Consideration. The total purchase price and consideration for the Trademarks is indicated in Section 1 hereof and Assignor's interest under this Agreement shall be a contractual right to payment from Assignee alone and is not any right or basis for any claim against the Trademark itself or against any assignee or sublicensee of the Trademarks.
3. Assignee's Deliveries. On the Effective Date, Assignor shall deliver to Assignee: (i) this executed Agreement; and (ii) any other document, material or instrument reasonably

contemplated by this Agreement to be delivered in order to transfer possession and enjoyment of the Trademarks to Assignee.

4. Warranties. Assignor warrants and represents to Assignee that (a) Assignor transfers the Trademarks, free and clear of all mortgages, pledges, security interests, judgments, orders, claims, liens, encumbrances and other restrictions, including any claims by Assignor, (b) the Trademarks do not knowingly infringe or misappropriate any third party's intellectual property rights, (c) Assignor has not sold, assigned, licensed, encumbered or in any other way disposed of the Trademarks or any component part thereof.

5. No Conflict. Assignor's performance of this Agreement will not violate or breach any agreement or obligation of Assignee, or any law, regulation, judgment or order to which Assignee or the Trademarks are bound.

6. Further Assistance. Assignor shall execute such documents and perform such acts as are reasonably requested by Assignee to assign the Trademarks to Assignee and to assist Assignee in the prosecution and enforcement of the Trademarks.

7. Survival. All of Assignor's warranties and representations herein shall be true as of the Effective Date, and survive termination of this Agreement.

8. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, each and every other provision shall nevertheless continue in full force and effect.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written. This Agreement shall be modified or amended only by a writing signed by both Assignor and Assignee.

Atty Docket No. 2505.0190000

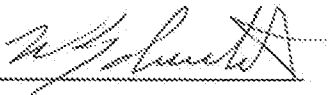
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

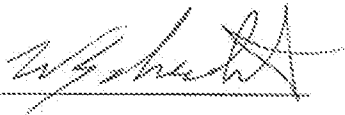
ASSIGNEE:

ASSIGNOR:

BIOGIX, INC.,

LUNADA BIOMEDICAL

Signature: 

Signature: 

Name: Ward Schacht

Name: Ward Schacht

Title: Authorized Representative

Title: Authorized Representative

Date: 10/17/18

Date: 10/17/18

EXHIBIT A

Trademarks	Serial Number	Registration Number	Registration Date
Amberen	77120363	3521376	10/21/2008
AmbioSPA	77760381	3848702	9/14/2010
Smart Vitamin	85306360	4158946	6/12/2012
Smart-C	85297012	4191591	8/14/2012
Smart-B	85306305	4191633	8/14/2012
Smart-Q	85306348	4191634	8/14/2012
Cytomagnesium	86405892	4864250	12/1/2015
Cytocalcium	86405885	4864249	12/1/2015
Cytozinc	86405894	4864251	12/1/2015
Cytosmart	86405902	4864252	12/1/2015
Embrace the Change	86850151	5147888	2/21/2017