

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metabolic Programmatics, Inc.		07/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AHNP, LLC		
Street Address:	PO BOX 117040		
City:	Burlingame		
State/Country:	CALIFORNIA		
Postal Code:	94011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87881026	RECODE REPORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8589229940		
Email:	cynthia@breakwaterlawgroup.com		
Correspondent Name:	Cynthia Arko		
Address Line 1:	1201 Camino Del Mar, Suite 202		
Address Line 2:	BREAKWATER LAW GROUP		
Address Line 4:	Del Mar, CALIFORNIA 92014		
NAME OF SUBMITTER:	Cynthia Arko		
SIGNATURE:	/Cynthia Arko/		
DATE SIGNED:	12/11/2018		
Total Attachments: 5			
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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of July 2, 2018 ("Effective Date"), by and among Metabolic Programmatics, Inc. a Delaware corporation doing business as MPI ("Seller"), AHNP, LLP, a Delaware limited liability company ("Buyer"), Dr. Dale Bredesen (the "Seller Representative"), and each stockholder of Seller who executes a joinder to this Agreement (each a "Seller Stockholder").

WITNESETH

WHEREAS, the parties previously entered into that certain Asset Purchase Agreement as of June 23, 2018 (the "Prior Agreement") and desire to amend and restate the Prior Agreement as set forth herein.

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the parties agree as follows:

Section 1 - Purchase and Sale of Assets.

1.1 Transfer and Assignment of Assets. Subject to the provisions of this Agreement, Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby purchases from Seller, all of Seller's right, title and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located, which relate to, or are used or held for use in connection with, the MPI Business (collectively, the "Purchased Assets"), including, *inter alia*, the following:

(a) all ideas, data, databases, discoveries, developments, enhancements, works of authorship, programs, technology, inventions, concepts, information, know-how, and any related materials, including without limitation, all business plans, technical plans, specifications, mask works, templates, trade and business names, domain names, software, source code, demonstration versions, prototypes and equipment for or relating to the MPI Business, including all precursors, portions and work in progress with respect thereto, and including all copyrights (including without limitation, rights in computer software whether in compiled or source form), patent rights, trade secret rights, trademark rights, mask works rights, design rights, *sui generis* database rights and other intellectual property rights and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use, or related to any of the foregoing and any other similar protected rights or assets in any country (the "Intellectual Property");

(g) and all goodwill and the going concern value of the Purchased Assets and the MPI Business.

2.13 Intellectual Property.

(a) Schedule 2.12(a) contains a correct, current and complete list of all Intellectual Property, specifying as to any registered Intellectual Property, as applicable: the title, mark, or design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; the issue, registration or filing date; and the current status, including without limitation, any proprietary software included in the Intellectual Property. All required filings and fees related to the Intellectual Property registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property registrations are otherwise in good standing. Seller has provided Buyer with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property registrations.

IN WITNESS WHEREOF the parties hereto have caused this Amended and Restated Asset Purchase Agreement to be executed as of the Effective Date.

BUYER:

AHNP, LLC

DocuSigned by:
Steve Baumgartner
By: 174F7469CB4A40E
Name: Steve Baumgartner
Title: CEO AHNP
605 sixth street
Address: Traverse City, MI 49684
Email Address: steve@ahnphealth.com

SELLER:

METABOLIC PROGRAMMATICS, INC.

DocuSigned by:
Dale Bredesen
By: A22B8EF34E14435
Name: Dale Bredesen
Title: Founder and Chairman
19 Raccoon Drive
Address: Novato, CA 94949
Email Address: dbredesen@buckinstitute.org

SELLER REPRESENTATIVE:

DocuSigned by:
Dale Bredesen
A22B8EF34E14435
Dr. Dale Bredesen
19 Raccoon Drive
Address: Novato, CA 94949
Email Address: dbredesen@buckinstitute.org

SCHEDULE 2.12(A)
INTELLECTUAL PROPERTY

Trademark application serial number 87881026, filed April 17, 2018, for service mark RECODE REPORT.