

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Omax Health, Inc. (f/k/a Prevention Pharmaceuticals, Inc.)		02/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John W. Childs		
<b>Street Address:</b>	165 Sago Palm Road		
<b>City:</b>	Vero Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32963		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87360674	CIRCUMAX	
<b>Serial Number:</b>	87383621	ULTRA-MIND	
<b>Serial Number:</b>	87375658	POWERED BY PURE	
<b>Serial Number:</b>	87493087	LIFE TO THE MAX	
<b>Serial Number:</b>	87602288	ELEVATE YOUR MIND	
<b>Serial Number:</b>	86777483	PRORESOLV FORMULA	
<b>Serial Number:</b>	87885270	COGNITIVE BOOST	
<b>Serial Number:</b>	87861668	BEAUTY SLEEP	
<b>Serial Number:</b>	87858042	PHYTO-MAX	
<b>Serial Number:</b>	87858036	BETTER BODY FOR LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>			
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	paul.somelofske@arnoldporter.com		
<b>Correspondent Name:</b>	Paul J. Somelofske		
<b>Address Line 1:</b>	c/o Arnold & Porter Kaye Scholer LLP		

OP \$265.00 87360674

**Address Line 2:** 250 West 55th Street  
**Address Line 4:** New York, NEW YORK 10019-9710

**NAME OF SUBMITTER:** Paul J. Somelofske

**SIGNATURE:** /Paul J. Somelofske/

**DATE SIGNED:** 02/13/2019

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Intellectual Property Security Agreement”) is made as of February 7, 2019, by and between Omax Health, Inc. (f/k/a Prevention Pharmaceuticals, Inc.), a Delaware corporation (the “Grantor”) and John W. Childs (the “Lender”).

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Promissory Note dated as of December 15, 2015 (as amended through the date hereof and as may be further amended, restated or otherwise modified from time to time (the “Promissory Note”), between Grantor and Lender, Grantor has granted a security interest to Lender in, among other property, its Intellectual Property including the patents and trademarks set forth on Schedule A hereto, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Promissory Note.

2. **GRANT OF SECURITY.** Grantor hereby collaterally assigns, pledges and grants to Lender, its successors and permitted assigns, a security interest in and to all of the right, title and interest in, to and under the following assets now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

(a) all domestic, foreign and multinational trademarks, including, without limitation, (i) all trademarks, service marks, trade names, corporate and company names, business names, internet domain names, logos, trade dress, trade styles, other source or business identifiers, designs and general intangibles of a similar nature, including the trademarks set forth on Schedule A hereto (but excluding any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement of use is filed)), (ii) all recordings and registrations thereof and applications therefor, (iii) all renewals and extensions thereof, and (iv) all goodwill associated therewith or symbolized thereby;

(b) all domestic, foreign and multinational patents, including, without limitation, (i) all recordings and registrations thereof and applications therefor, including, without limitation, the inventions described therein all and improvements thereto, including the patents set forth on Schedule A hereto, and (ii) all reissues, continuations, divisions, renewals, extensions, continuations-in-part thereof;

(c) the right to sue or otherwise to recover for any past, present and future infringement, or dilution or other violation with respect to any of the foregoing; and

(d) all proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

3. AUTHORIZATION TO FILE. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record and register this IP Security Agreement.

4. COUNTERPARTS. This Intellectual Property Security Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed to be an original by the parties executing such counterpart, but all of which shall be considered one and the same instrument. For purposes of this Intellectual Property Security Agreement, the displayed or printed image of a manually signed document (or signature page thereto) transmitted by any electronic means, including by facsimile machine or as a scanned attachment to e-mail, is to be treated as an original document, the signature of any person reproduced in the displayed or printed image, for purposes hereof, is to be considered as an original signature, and such image has the same binding effect as an original document bearing an original manual signature.

5. GRANTS, RIGHTS AND REMEDIES. This IP Security Agreement has been entered into in conjunction with the provisions of the Promissory Note. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the IP Collateral are more fully set forth in the Promissory Note, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Promissory Note, the provisions of the Promissory Note shall control.

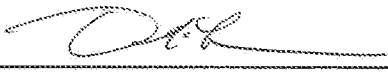
6. APPLICABLE LAW. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of [Delaware] applicable to contracts made and to be performed wholly within [Delaware], without regard to choice or conflict of laws rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

OMAX HEALTH, INC., a Delaware corporation

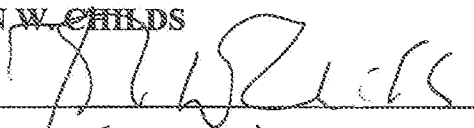
By: 

Name: DAVID R. HEILMAN

Title: CHIEF FINANCIAL OFFICER

**LENDER:**

JOHN W. CHILDS

By: 

Name: John W. Childs

Title: 2/7/19

**SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patent Application**

- Compositions Containing Omega-3 Fatty Acids Concentrates, Cannabinoids And L-Theanine and Use Thereof, Patent Application No. 62665907

**Trademarks**

Trademark	Date Filed	Serial #	Class	Class Desc	Status
CircuMax	3/6/2017	87360674	010	Compression Socks	Registered
Ultra-Mind	3/23/2017	87388621	005	Dietary Supplement	Abandoned
Powered by Pure	3/17/2017	87375658	005	Dietary Supplement	Abandoned
Life to the Max	5/1/2017	87493087	041	Online Blog	Abandoned
Elevate your Mind	9/9/2017	87602288	005	Dietary Supplement	Abandoned
ProRevolt Formula	10/4/2015	86777483	005	Dietary Supplement	Application
Cognitive Boost	7/18/2018	87885270	005	Dietary Supplement	Application
Beauty Sleep	7/18/2018	87861668	005	Dietary Supplement	Application
Phyto-Max	7/18/2018	87858042	005	Dietary Supplement	Application
Better Body for Life	7/18/2018	87858036	005	Dietary Supplement	Application