

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588653

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cenegenics, LLC		07/24/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BestLife Holdings, LLC		
<b>Street Address:</b>	410 South Rampart Boulevard		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89145		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88848996	CENEGENICS CONNECT MEDICINE	
<b>Serial Number:</b>	88943649	REVERSE YOUR BIOLOGICAL AGE, REBALANCE Y	
<b>Registration Number:</b>	2223227	CENEGENICS	
<b>Registration Number:</b>	4453661	CENEGENICS ELITE HEALTH	
<b>Registration Number:</b>	4453662	CENEGENICS ELITE HEALTH	
<b>Registration Number:</b>	4380083	CENEGENICS EDUCATION AND RESEARCH FOUNDA	
<b>Registration Number:</b>	4380084	CENEGENICS EDUCATION AND RESEARCH FOUNDA	
<b>Registration Number:</b>	4497417	CENEGENICS ELITE HEALTH	
<b>Registration Number:</b>	4501156	CENEGENICS CORPORATE HEALTH	
<b>Registration Number:</b>	4656287	CENEGENICS	
<b>Registration Number:</b>	4656289	CENEGENICS	
<b>Registration Number:</b>	4775296	CENEGENICS	
<b>Registration Number:</b>	4656290	CENEGENICS	
<b>Registration Number:</b>	4999293	CENEGENICS ELITE PERFORMANCE	
<b>Registration Number:</b>	4999294	CENEGENICS ELITE PERFORMANCE	
<b>Registration Number:</b>	5771229	DEFY YOUR AGE	
<b>Registration Number:</b>	5771486	RECLAIM YOUR GLORY DAYS	
<b>Registration Number:</b>	6035038	DEFY YOUR AGE WITH OPTIMAL HEALTH	

CH \$465.00 88848996

**CORRESPONDENCE DATA****Fax Number:** 7027929002*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.***Phone:** 7027923773**Email:** lvpto@gtlaw.com**Correspondent Name:** Greenberg Traurig, LLP; Attn:L.Thompson**Address Line 1:** 10845 Griffith Peak Drive**Address Line 2:** Suite 600**Address Line 4:** Las Vegas, NEVADA 89135**ATTORNEY DOCKET NUMBER:** 194641.Assignment**NAME OF SUBMITTER:** Lauri S. Thompson**SIGNATURE:** /Lauri S. Thompson/**DATE SIGNED:** 07/27/2020**Total Attachments: 8**

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## **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

This Assignment of Intellectual Property Rights, dated as of July 24, 2020 (the "Assignment") by Cenegenics, LLC, a Delaware limited liability company, (the "Assignor"), with its principal place of business at 410 South Rampart Boulevard, Las Vegas, Nevada 89145, in favor of BestLife Holdings, LLC, a Delaware limited liability company ("Assignee"), with its principal place of business at 410 South Rampart Boulevard, Las Vegas, Nevada 89145. Terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Asset Purchase Agreement dated as of July 20, 2020, as amended from time to time (the "Purchase Agreement").

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

WHEREAS, Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept and assume from Assignor among other assets, all of Assignor's and their Affiliates' rights in the Intellectual Property, IP Agreements and IP Enforcement used in the business of the Assignor or its Affiliates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and its Affiliates, on behalf of itself and its Affiliates do hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title and interest of Assignor and its Affiliates in and to the Intellectual Property, IP Agreements and IP Enforcement Documents, if any, that are used in the business of Assignor or its Affiliates, including without limitation all:

- (1) copyrights, if any, including moral rights and rights of attribution and integrity, copyrights in software, and in the content contained on any web site, lists used exclusively in the business of the Assignor and its Affiliates, including lists of unique customers, and registrations and applications for any of the foregoing, and rights to sue for past infringement thereof;
- (2) patents and industrial designs, if any, including any continuations, divisionals, continuations-in-part, renewals, reissues and applications for any of the foregoing, and rights to sue for past infringement thereof;
- (3) rights of publicity and privacy, if any, as defined under applicable law, including the use of the names, likenesses, voices, signatures, biographical information, persona and other recognizable aspects of real persons, and rights to sue for past infringement thereof;
- (4) common law, if any, and registered trademarks, service marks, trade names, designs, logos, emblems, signs or insignia, slogans, other similar designations of source or origin and general intangibles of like nature, together with the goodwill of the business symbolized by any of the foregoing, registrations and applications relating to any of the foregoing,

and rights to sue for past infringement thereof (“Trademarks”), including without limitation those Trademarks set forth on Attachment I hereto;

- (5) alphanumeric designations, if any, that are registered with or assigned by any domain name registrar, domain name registry, or other domain name registration authority as part of an electronic address on the Internet (“Domain Names”), including without limitation those Domain Names set forth on Attachment II hereto;
- (6) trade secrets (as defined under applicable law), if any, including trade secrets of the following nature: financing and marketing information; technology; know-how; inventions; proprietary processes; formulae; algorithms; models and methodologies; lists of unique customers; and rights to sue for past infringement thereof; and
- (7) all intangible assets related to (1) through (6) above and all goodwill associated therewith and all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada applicable to contracts made and to be performed therein without regard to conflict of law principles.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of their duly authorized officers as of the date above first written.

ASSIGNOR:

CENEGENICS, LLC

By 

Name: Kristy Berry

Title: President – Chief Operating Officer

**Attachment I**

<u>U.S. Trademark Registrations / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 42	2,223,227	2/9/1999
CENEGENICS ELITE HEALTH – Cl. 41	4,453,661	12/24/2013
CENEGENICS ELITE HEALTH – Cl. 44	4,453,662	12/24/2013
CENEGENICS EDUCATION AND RESEARCH FOUNDATION – Cl. 35	4,380,083	8/6/2013
CENEGENICS EDUCATION AND RESEARCH FOUNDATION – Cl. 42	4,380,084	8/6/2013
CENEGENICS ELITE HEALTH – Cl. 05	4,497,417	3/18/2014
CENEGENICS CORPORATE HEALTH – Cl. 44	4,501,156	3/25/2014
CENEGENICS (and design)2 – Cl. 05	4,656,287	12/16/2014
CENEGENICS (and design)2 – Cl. 41	4,656,289	12/16/2014
CENEGENICS (and design)2 – Cl. 42	4,775,296	7/21/2015
CENEGENICS (and design)2 – Cl. 44	4,656,290	12/16/2014
CENEGENICS ELITE PERFORMANCE – Cl. 05	4,999,293	7/12/2016
CENEGENICS ELITE PERFORMANCE (stylized and/or with design) – Cl. 05	4,999,294	7/12/2016
DEFY YOUR AGE – Cl. 44	5,771,229	6/4/2019
RECLAIM YOUR GLORY DAYS – Cl. 44	5,771,486	6/4/2019
DEFY YOUR AGE WITH OPTIMAL HEALTH – Cl. 44	6,035,038	4/14/2020

<u>Argentina Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	2863961	1/12/2017

<u>Barbados Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS – Cl. 05	81/31210	10/31/2017
CENEGENICS – Cl. 44	81/31211	10/31/2017

<u>Brazil Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	840614993	11/27/2018
CENEGENICS (and design) – Cl. 44	840615000	11/27/2018

<u>Canada Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	807,381	9/22/2011
CENEGENICS (and design) – Cl.	TMA941,895	6/27/2016

CENEGENICS (and design) – Cl.	TMA949,715	9/19/2016
<u>Cayman Islands Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> CT6833065	<u>Registration Date</u> 9/10/2013
<u>China Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> 6752049	<u>Registration Date</u> 11/28/2010
<u>Colombia Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> 366475	<u>Registration Date</u> 10/31/2008
<u>Costa Rica Trademark / Class</u> CENEGENICS (and design) – cl. 05	<u>Registration No.</u> 234652	<u>Registration Date</u> 4/28/2014
<u>Dominican Republic Trademark / Class</u> CENEGENICS (and design) – Cl. 05 CENEGENICS (and design) – Cl. 44	<u>Registration No.</u> 210418 210341	<u>Registration Date</u> 4/2/2014 4/2/2014
<u>Ecuador Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> SENADI_2020_TI_3029	<u>Registration Date</u> 2/22/2019
<u>El Salvador Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> E-150518-2016 148 Book 294	<u>Registration Date</u> 11/15/2016
<u>European Community Trademark / Class</u> CENEGENICS (and design) – Cl. 05 CENEGENICS ELITE HEALTH MEDICAL INSTITUTE (and design) – Cl. 05 CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> 6833065 014550719 015367212	<u>Registration Date</u> 1/20/2009 5/27/2016 9/7/2016
<u>Hong Kong Trademark / Class</u> CENEGENICS (and design) – Cl. 05 CENEGENICS (and design) – Cl. 44	<u>Registration No.</u> 301093671 302108114	<u>Registration Date</u> 4/15/2008 12/9/2011
<u>Japan Trademark / Class</u> CENEGENICS (and design) – cl. 05	<u>Registration No.</u> 5226632	<u>Registration Date</u> 4/24/2009
<u>Korea Republic of (KR) Trademark / Class</u> CENEGENICS (and design) – Cl. 05	<u>Registration No.</u> 40-0779649	<u>Registration Date</u> 2/16/2009
<u>Kuwait Trademark / Class</u> CENEGENICS (and design) – Cl. 05 CENEGENICS (and design) – Cl. 44	<u>Registration No.</u> 150630 150631	<u>Registration Date</u> 6/23/2016 6/23/2016

<u>Mexico Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – cl. 44	1,445,257	3/31/2014
CENEGENICS (and design)3 – Cl.	1771318	6/30/2017
CENEGENICS (and design)3 – Cl.	1764197	6/16/2017
<u>Panama Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – cl. 05	225620-01	4/23/2014
<u>Peru Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	10492-2016	6/27/2016
<u>Puerto Rico Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	216203	7/5/2016
CENEGENICS (and design) – Cl. 44	216866	12/2/2019
<u>Russian Federation Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	385844	8/5/2009
<u>Saudi Arabia Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS – Cl. 05	1440024418	9/2/2019
CENEGENICS – Cl. 44	140024419	9/2/2019
<u>Ukraine Trademark / Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
CENEGENICS (and design) – Cl. 05	113787	10/26/2009

#### **PENDING TRADEMARK APPLICATIONS**

<u>U.S. Trademark Applications / Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
CENEGENICS CONNECT MEDICINE – Cl. 44	88/848,996	3/26/2020
REVERSE YOUR BIOLOGICAL AGE, REBALANCE YOUR BODY- Cl. 05, 44	88/943,649	6/2/2020
<u>Argentina Trademark Application / Class</u>	<u>Application No.</u>	<u>Application Date</u>
CENEGENICS (and design) – Cl. 44	3483390	3/3/2016
<u>Cayman Islands Trademark Application / Class</u>	<u>Application No.</u>	<u>Application Date</u>
CENEGENICS (and design) – Cl. 05	T0000564	6/21/2018
<u>Chile Trademark Application / Class</u>	<u>Application No.</u>	<u>Application Date</u>
CENEGENICS (and design) – Cl. 05	1071801	8/21/2013
<u>China Trademark Application / Class</u>	<u>Application No.</u>	<u>Application Date</u>
CENEGENICS (and design) – Cl. 44	10310480	12/15/2011



<u>Colombia Trademark Application / Class</u> CENEGENICS (and design) – Cl. 44	<u>Application No.</u> 13 192240	<u>Application Date</u> 8/15/2013
<u>Ecuador Trademark Application / Class</u> CENEGENICS (and design) – Cl. 44	<u>Application No.</u> IEPI-2016-15504	<u>Application Date</u> 4/14/2016
<u>Guatemala Trademark Application / Class</u> CENEGENICS (and design) – Cl. 05	<u>Application No.</u> Instructed	<u>Application Date</u>
<u>Jamaica Trademark Application / Class</u> CENEGENICS (and design) – Cl. 05	<u>Application No.</u> 63,183	<u>Application Date</u> 8/12/2013
<u>Kenya Trademark Application / Class</u> CENEGENICS- Cl. 05	<u>Application No.</u> 108665	<u>Application Date</u> 8/14/2019
<u>Russian Federation Trademark Application / Class</u> CENEGENICS (and design) – Cl. 05	<u>Application No.</u> 2017724311	<u>Application Date</u> 6/13/2018
<u>Vietnam Trademark Application / Class</u> CENEGENICS – Cl. 05	<u>Application No.</u> 4-2018-28190	<u>Application Date</u> 8/21/2018
<u>Copyright Name</u> Cenegenics Boca Raton Website at <a href="http://www.cenegenics-br.com">www.cenegenics-br.com</a> / by Cenegenics Boca Raton, LLC	<u>Registration No.</u> VA0001431531	<u>Registration Date</u> 2/14/2010
Cenegenics Sample AdSite at <a href="http://www.cenegenic-ca.com">www.cenegenic-ca.com</a>	VA0001682141	7/20/2009
Cenegenics Boca Raton Website at <a href="http://www.cenegenics-br.com">www.cenegenics-br.com</a>	VA0001689578	7/20/2009
Cenegenics Main Website at <a href="http://www.cenegenics.com">www.cenegenics.com</a>	VA0001694197	7/20/2009
Cenegenics Sample Affiliate Website at <a href="http://www.cenegenics-drial.com">www.cenegenics-drial.com</a>	VA0001695533	7/20/2009
Cenegenics Dallas Ft-Worth Website at <a href="http://www.cenegenics-DFW.com">www.cenegenics-DFW.com</a>	VA0001754298	7/20/2009
Cenegenics Atlanta Website at <a href="http://www.cenegenicsrandysmithatlanta.com">www.cenegenicsrandysmithatlanta.com</a>	VA0001754353	7/20/2009

Cenegenics Carolinas Website at VA0001754354 7/20/2009  
www.cenegenics-carolinas.com

CENEGENICS PHYSICIANS WEBSITE VA0001817474 6/14/2010  
AT  
WWW.CENEGENICSPHYSICIANS.COM  
REG. NO. VA 1-817-474