

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment and Distribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bio-Enhance Technologies, Inc.		01/02/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Bio-Enhance Holdings, LLC		
Street Address:	411 E. Bonneville Ave. Ste 400		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78958095	RESULTS IN A PUMP	
Serial Number:	78958091	RESULTS IN A BOTTLE	
Serial Number:	78958090	RESULTS IN A TUBE	
Serial Number:	78900035	RESULTS IN A TUBE	
Serial Number:	76351792	RESULTS IN A JAR	
Serial Number:	76351923	SOFTSHELL	
Serial Number:	76351791	VISIONARY SUPPLEMENTS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	517282-1		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		

OP \$190.00 78958095

DATE SIGNED:

02/13/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AND DISTRIBUTION AGREEMENT

Effective as January 2, 2023 (the “**Effective Date**”), Bio-Enhance Technologies, Inc., a Maryland corporation (the “**Assignor**”) and Bio-Enhance Holdings, LLC, a Nevada limited liability company, as assignee and recipient (the “**Company**”) hereby enter into this Intellectual Property Assignment and Distribution Agreement (the “**Agreement**”). Capitalized terms used but not otherwise defined in this Agreement are defined in Schedule A hereto.

RECITALS

WHEREAS, Raj Chopra previously contributed certain assets to the Assignor, pursuant to the Raj Chopra Contribution;

WHEREAS, Assignor owns the assets, properties and rights of every kind and nature whether real, personal or mixed, tangible or intangible (including goodwill) set forth on Schedule B-1 and Schedule B-2 together with all other Proprietary Rights Assets owned in whole or in part by Assignor (collectively, the “**Assignor Assets**”); and

WHEREAS, the Assignor wishes to convey the Assignor Assets to the Company, the Assignor’s sole stockholder, which the Company desires to obtain as a material and crucial asset of the Company.

AGREEMENT

NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, and intending to be legally bound, hereby agree as follows:

Section 1. Assignment & Distribution. The Assignor hereby irrevocably distributes, grants, assigns, transfers, conveys, and delivers to Company, the Assignor’s sole stockholder, free and clear of all encumbrances, all of the Assignor Assets. In accordance with the terms and conditions of this Agreement the Company hereby accepts all right, title, and interest in and to the Assignor Assets.

Section 2. Further Assurances. The Company and Assignor shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties as set forth in this Agreement, including without limitation making any and all adjustments, credits and accountings required to accurately reflect a distribution of the Assignor Assets.

Section 3. Governing Law. This Agreement shall be governed by the laws of the State of Maryland applicable to agreements executed, delivered and to be performed in the State of Maryland.

Section 4. Counterparts. This Agreement may be executed in one or more counterparts, including, without limitation, counterparts executed and delivered by facsimile transmission.

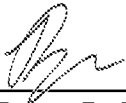
Section 5. Entire Agreement. This Agreement, including the Schedules, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof.

[SIGNATURE PAGE TO FOLLOWS]

IN WITNESS WHEREOF, each Assignor has executed and delivered this instrument effective as of the date first above written.

ASSIGNOR

BIOENHANCE TECHNOLOGIES, INC.

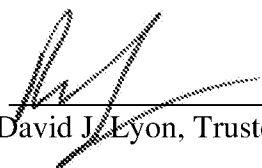
By: 

Bryan D. Dixon
Vice President and Secretary

ACCEPTED BY COMPANY

BIO-ENHANCE HOLDINGS, LLC

BY: BIO-ENHANCE MANAGEMENT TRUST

By: 

David J. Lyon, Trustee

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AND DISTRIBUTION OF BIO-ENHANCE TECHNOLOGIES, INC. TO BIO-ENHANCE HOLDINGS, LLC]

Schedule A

“**Person**” means an individual, corporation, limited liability company, partnership, joint venture, trust or unincorporated organization, association or group, or other form of business enterprise, or a governmental entity.

1. “**Products**” means:10935-SEG Ultra Hydrosoluble CoQ10 100mg softgel capsules
2. 11211-SEG Mega Hydrosoluble Ubiquinol 100mg softgel capsules
3. 13170-SEG Ubiquinol Non-Soluble 100mg softgel capsules
4. 13195-SEG Ultra Hydrosoluble CoQ10 200mg softgel capsules
5. 13171-SEG Ubiquinol Non-Soluble 200mg softgel capsules
6. 12466-SEG Mega Extra Strength 100MG Ubiquinol 250MG Omega-3 softgel capsules
7. 13054-SEG Mega Extra Strength 200MG Ubiquinol 250MG Omega-3 softgel capsules
8. Mega Hydrosoluble Ubiquinol 200mg softgel capsules

“**Proprietary Rights**” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Applicable Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with all common-law rights and the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing without regard to expiration or abandonment; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including all common law rights and copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such registrations; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models), without regard to expiration or abandonment; and (f) software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

“**Proprietary Rights Assets**” means: (a) all Proprietary Rights specifically listed in Schedule B-1 and Schedule B-2; (b) any other Relevant Proprietary Rights that the Assignor directly or indirectly owns, whether individually or jointly with any other Person; (c) all rights of priority and other ancillary rights associated with any of the foregoing; (d) all of the

Assignor's licenses and other rights with respect to Relevant Proprietary Rights of third parties, if any; (e) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; and (f) all claims and causes of action of the Assignor with respect to any of the foregoing, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

“Raj Chopra Contribution” means the assignment and contribution transaction effected by the Intellectual Property Assignment and Contribution Agreement, dated December 31, 2022, between Raj Chopra and Assignor.

“Relevant Proprietary Rights” means any Proprietary Rights, owned or controlled by any Person, that cover or claim any Product (or portion thereof) or any process or method used in the manufacture, testing, or use thereof, or that are otherwise required or useful for, or related to, the Specified Business, the Products, or the Assignor Assets.

“Specified Business” means the business of manufacturing and selling the Products including all ancillary activities such as product formulation, process development and improvement, materials procurement, testing, packaging, and quality control specifically associated with those Products.

“Tishcon” means Tishcon Corp., a New York corporation.

Schedule B-1

1. All of the following patents and patent applications, and all reissues, divisional and provisional applications, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof, and any foreign counterparts of any of the following:

Patent or Application No.	Issue Date or Filing Date	Patent Title	Country	Status
AU2002252132A	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	AU	Abandoned
US6300377	2001-02-22	Coenzyme Q products exhibiting high dissolution qualities	US	Expired
EP1505958	2001-02-22	Coenzyme Q products exhibiting high dissolution qualities	EP	Withdrawn
CA2432020	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	CA	Expired
PCT/US02/05970	2002-02-20	Coenzyme Q products exhibiting high dissolution qualities	PCT	Expired
AU8342601A	2000-08-29	Palatable oral coenzyme Q liquid	AU	Abandoned
US6441050	2001-08-17	Palatable oral coenzyme Q liquid	US	Expired
PCT/US01/25755	2001-08-17	Palatable oral coenzyme Q liquid	PCT	Expired
EP1313447	2001-08-17	Palatable oral coenzyme Q liquid	EP	Withdrawn
CA2417089	2001-08-17	Palatable oral coenzyme Q liquid	CA	Expired
AU2967901A	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	AU	Expired
PCT/US01/01997	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	PCT	Expired
EP1251834	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	EP	Expired
CA2397447	2001-01-18	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	CA	Expired
US8753675	2000-08-11	Reduced form of coenzyme Q in high bioavailability stable dosage forms and related applications	US	Expired
US6740338	2000-01-20	Reduced form of coenzyme q in high bioavailability stable oral dosage form	US	Expired
US11/201014	2005-08-10	Synergistic conjugated linoleic acid (CLA) and carnitine combination	US	Abandoned
PCT/US2005/028375 Applicant is Tishcon	2005-08-10	Synergistic conjugated linoleic acid (CLA) and carnitine combination	PCT	Expired

2. Any other patents and patent applications that were, prior to the Raj Chopra Contribution, owned in whole or part by Raj Chopra that cover or claim any Product (or portion thereof) or any process or method used in the manufacture, testing, or use thereof.
3. Any and all formulations, formulas, specifications, techniques, processes, data, databases, and other know-how, trade secrets, and non-public documentation and information related to or used in connection with the Products or the Specified Business that were, prior to the Raj Chopra Contribution, owned by Raj Chopra.
4. All other non-public specifications, formulations, procedures, techniques, and other trade secrets and know-how related to the process, steps and customized manufacturing equipment specifications necessary to impart hydrosolubility to CoQ10 for oral administration that were, prior to the Raj Chopra Contribution, owned by Raj Chopra.
5. Any and all rights associated with the following domain name registrations (“Domain Names”):
 - (a) aboutcarnitine.com
 - (b) aboutcoenzymeq.com
 - (c) aboutcoenzymeq10.com
 - (d) aboutcoq.com
 - (e) aboutcoq10.com
 - (f) aboutlipoicacid.com
 - (g) aboutnadh.com
 - (h) aboutq.com
 - (i) aboutq10.com
 - (j) aboutqgel.com
 - (k) activeq.com
 - (l) activeq10.com
 - (m) activeqplus.com
 - (n) agestop.com
 - (o) allnaturalcoq.com
 - (p) allnaturalq.com
 - (q) asta-q.com
 - (r) astaq.com
 - (s) astaqnol.com
 - (t) astaqunol.com
 - (u) bestq.com
 - (v) bioactiveq.com
 - (w) bioactiveq10.com
 - (x) bioactiveqgel.com
 - (y) bioactiveqplus.com
 - (z) chewq.com
 - (aa) coenzymeq-10.com

- (bb) coenzymeq.com
- (cc) coenzymeq10.com
- (dd) coq.com
- (ee) coq.in
- (ff) coq10.com
- (gg) coqh.com
- (hh) coqunol.com
- (ii) q-nol.com
- (jj) q10.org
- (kk) qnol.com
- (ll) qnol.org

6. The goodwill, know-how, and other intangible value that were, prior to the Raj Chopra Contribution, owned or controlled in whole or in part by Raj Chopra that are associated with the Products or the Specified Business, including those arising from Raj Chopra's (i) cultivating relationships with clients, (ii) identifying and securing critical relationships with suppliers of the ingredients for the Products, and (iii) supervising the continued development of the manufacturing procedures used by Tishcon in the production of the Products.

Schedule B-2

1. Any and all formulations, formulas, specifications, techniques, designs, processes, data, databases, and other know-how, trade secrets, and non-public documentation and information related to or used in connection with the formulation and production of bioavailable orally administered dosage forms of CoQ10, including the Products.
2. Any and all formulations, formulas, specifications, techniques, designs, processes, data, databases, and other know-how, trade secrets, and non-public documentation and information related to or used in connection with any process or technique, strategy, or methodology directed or designed to impart hydrosolubility to CoQ10 for oral administration.
3. All other non-public specifications, formulations, procedures, techniques, and other trade secrets and know-how related to the process, steps and customized manufacturing equipment specifications necessary to impart hydrosolubility to CoQ10 for oral administration.
4. All of the trademarks, service marks, or trade dress listed below and any and all trademarks, service marks, or trade dress related to any of the Products including:

Trademark Serial	Mark	Country	Status
78958095	RESULTS IN A PUMP	US	Dead
78958091	RESULTS IN A BOTTLE	US	Dead
78958090	RESULTS IN A TUBE	US	Dead
78900035	RESULTS IN A TUBE	US	Dead
76351792	RESULTS IN A JAR	US	Dead
76351923	SOFTSHELL	US	Dead
76351791	VISIONARY SUPPLEMENTS	US	Dead