

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5174439

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEORGE SCHEELE M.D.	09/07/2017
NOVA-LIFE INC.	09/07/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRIAN BRESNAN
<b>Street Address:</b>	550 WEST C STREET
<b>Internal Address:</b>	SUITE 1150
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92101
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8362297
Patent Number:	8779189
Patent Number:	7982066
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(310)824-9696
<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>	(310) 824-5555
<b>Email:</b>	docketla@fulpat.com
<b>Correspondent Name:</b>	FULWIDER PATTON LLP
<b>Address Line 1:</b>	6100 CENTER DRIVE
<b>Address Line 2:</b>	SUITE 1200
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90045
<b>ATTORNEY DOCKET NUMBER:</b>	XERA-98209
<b>NAME OF SUBMITTER:</b>	MICHAEL J. MOFFATT
<b>SIGNATURE:</b>	/MICHAEL J. MOFFATT/
<b>DATE SIGNED:</b>	10/04/2018
<b>Total Attachments: 11</b>	

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## TERM SHEET

**Effective Date:** September 7, 2017

**Objective:** This term sheet (the "**Term Sheet**") summarizes the general terms of a licensing relationship by and among Dr. George Scheele, M.D. ("**Scheele**"), and Nova-Life, Inc., a California corporation ("**Nova**" and, together with Scheele, the "**Licensors**") on the one hand, and Mr. Brian Bresnan (the "**Licensee**") on the other hand, pursuant to which the Licensors license the Assets (as defined below) to the Licensee in accordance the terms specified herein.

**Obligations:** Promptly following the execution and delivery of this Term Sheet, the parties shall commence good faith negotiations aimed at agreeing upon a long-form licensing agreement (the "**Agreement**"). Promptly following the execution of this Term Sheet, the Licensee will form a corporate entity ("**Newco**") to which this Term Sheet and the Agreement shall be assignable at the sole and exclusive election of the Licensee, and upon such assignment, the rights and obligations of the Licensee hereunder or under the Agreement will be transferred, assigned and conveyed to and assumed and accepted by Newco. Until execution and delivery of the Agreement, this Term Sheet constitute the complete and binding agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

**Term:** The term (the "**Term**") of the License (as defined below) shall commence on October 1, 2017, (the "**Start Date**"), and shall expire on October 1, 2027. At the sole option of the Licensee, the Term shall be subject to consecutive renewal terms of ten (10) years each period (each a "**Renewal Period**"), provided that the Licensee shall

[REDACTED]

**Consulting Agreement:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**License:**

In exchange for the Royalty (as defined below) payments by the Licensee to Nova, Licensors hereby grant Licensee, his successors, legal representatives and assigns, the sole and exclusive, worldwide, license, with a right of sublicense to any person or entity, to make or use for any and all purposes, in any field (in any form of practice, utilization, development or exploitation and not limited to the definition of "use" as is provided under any intellectual property legislation) promoting, marketing, selling, offering for sale, importing, exporting, leasing, reproducing, exhibiting, distributing or otherwise exploiting or commercializing, the Assets (as defined herein) during the Term (the "**License**"). The term "**Assets**" shall mean any and all intellectual property rights, including without limitation all patents, copyrights, trademarks and service marks, logos, business names, trade names, domain names, business plans, trade secrets, know-how, the right to service prior customers of Licensors, moral rights and other proprietary rights, including without limitation products, advertising, trade practices, concepts, ideas, customer lists, and information, current and future, including any applications, registrations, renewals and reissues thereof, now existing or in use or existing or used in the past, concerning, related to, or arising in connection with the Patents (as defined herein) and the inventions claimed therein, including the right to sue for past infringement, and all divisions, renewals and continuations of the Patents, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable. The term "**Patents**" shall mean the patents listed on **Exhibit A** attached hereto.

**Ownership of Derivative Products:**

[REDACTED]

[REDACTED]

[REDACTED]

Royalty and Licensing Fee:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Option to Purchase Assets:

[REDACTED]

[REDACTED]

Option to Purchase Inventory:

[REDACTED]

Reporting and Audits:

[REDACTED]

Operation of Newco:

[REDACTED]

[REDACTED]

[REDACTED]

**Non-Profit Organization:**

[REDACTED]

**Patent Costs:**

[REDACTED]



**Third Party Claims**

**Prosecution of Infringement Claims:**

**Representations and Warranties:**

**Indemnification:**

[REDACTED]

**Confidentiality:**

The parties may be required to disclose to the other information of such party, which, at the time of such disclosure is reasonably understood as being confidential or proprietary to the disclosing party, including but not limited to the specific terms and conditions of this Term Sheet or the Agreement. The parties agree not to disclose such confidential information to any third-parties, unless legally compelled to do so, and to take reasonable actions and precautions to prevent the unauthorized use and disclosure of such confidential information. In the event a public disclosure is required by law, the disclosing party shall use commercially reasonable efforts to secure confidential treatment of any such confidential information of the other Party contained in such release (whether through protective orders or otherwise), prior to its disclosure.

**Publicity:**

[REDACTED]

**Expenses:**

[REDACTED]

**Assignment:**

[REDACTED]

**Governing Law:**

This Term Sheet and any related documents shall be governed by, and construed in accordance with, the laws of the State of California without regard to the principles of conflicts of laws thereunder.

**Dispute Resolution:**

[REDACTED]

**Amendment:**

[REDACTED]

**Construction; Interpretation:**

[REDACTED]

**Counterparts:**

[REDACTED]

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Term Sheet, which shall be effective as of the date first written above.

LICENSORS:

George Scheele M.D.  
George Scheele, M.D.

LICENSEE:

Brian Bresnan  
Brian Bresnan

Nova-Life Inc.,

By: George Scheele M.D.  
Print Name: George Scheele  
Title: CEO

**Exhibit A**

**Patents**

**United States Patent**

**8,362,297**

**Scheele**

**January 29, 2013**

High protein supplement

**Abstract**

The present disclosure relates to high protein dietary supplements for treating various symptoms and diseases associated with protein deficiency including weight gain, obesity, catabolic diseases, fibromyalgia, anxiety reactions, posttraumatic stress and chronic fatigue syndrome. Embodiments of dietary supplements comprise combinations of proteins, essential and semi-essential amino acids including L-Lysine, L-Arginine, and/or L-Histidine.

**Inventors:** Scheele; George (La Jolla, CA)

**Applicant:**            **Name**            **City**    **State**    **Country**    **Type**

**Scheele; George**    La Jolla    CA            US

**Family ID:** 40253648

**Appl. No.:** 13/164,536

**Filed:**        **June 20, 2011**

**United States Patent**

**8,779,189**

**Scheele**

**July 15, 2014**

High protein supplement

**Abstract**

The present disclosure relates to high protein dietary supplements for treating various symptoms and diseases associated with protein deficiency including weight gain, obesity, catabolic diseases, fibromyalgia, anxiety reactions, posttraumatic stress and chronic fatigue syndrome. Embodiments of dietary supplements comprise combinations of proteins, essential and semi-essential amino acids including L-Lysine, L-Arginine, and/or L-Histidine.

**Inventors:** Scheele; George (La Jolla, CA)

**Applicant:**            **Name**            **City**    **State**    **Country**    **Type**

**Scheele; George**    La Jolla    CA            US

**Family ID:** 40253648

**Appl. No.:** 13/719,678

**Filed:**        **December 19, 2012**

**United States Patent**

**7,982,066**

**Scheele**

**July 19, 2011**

High protein supplement

**Abstract**

The present disclosure relates to high protein dietary supplements for treating various symptoms and diseases associated with protein deficiency including weight gain, obesity, catabolic diseases, fibromyalgia, anxiety reactions, posttraumatic stress and chronic fatigue syndrome. Embodiments of dietary supplements comprise combinations of proteins, essential and semi-essential amino acids including L-Lysine, L-Arginine, and/or L-Histidine.

**Inventors:** Scheele; George (La Jolla, CA)

**Assignee:** Novalife, Inc. (La Jolla, CA)

**Family ID:** 40253648

**Appl. No.:** 12/135,933

**Filed:** June 9, 2008