

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5888270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
LS2, LLC	12/27/2019

RECEIVING PARTY DATA

Name:	CERBERUS BUSINESS FINANCE, LLC
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	7300665
Patent Number:	8747921
Patent Number:	8808763
Patent Number:	8747922
Patent Number:	8551542
Patent Number:	8722114
Patent Number:	8734864
Patent Number:	8765195
Patent Number:	8815311
Patent Number:	8715752
Patent Number:	9066953
Patent Number:	8808764
Application Number:	13356415
Application Number:	13623096
Application Number:	13623101
Application Number:	13890968
Application Number:	14271242
Application Number:	14301219
Application Number:	14301229
PCT Number:	US2013060656

PATENT

Property Type	Number
PCT Number:	US2013060669
PCT Number:	US2013060645
PCT Number:	US2013060664

CORRESPONDENCE DATA

Fax Number: (310)407-9090

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: 3104074010

Email: nmaoz@ktbslaw.com

Correspondent Name: NIR MAOZ, KTBS

Address Line 1: 1999 AVENUE OF THE STARS

Address Line 2: 39TH FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90067

NAME OF SUBMITTER: NIR MAOZ

SIGNATURE: /Nir Maoz/

DATE SIGNED: 12/30/2019

Total Attachments: 7

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ASSIGNMENT OF PATENTS ASSIGNMENT

This Assignment of Patents Assignment (this “**Agreement**”) is effective as of December 27, 2019 by LS2, LLC, a Nevada limited liability company (“**LS2**”), as former collateral agent under the Security Agreement (as defined below), in favor of Cerberus Business Finance, LLC (“**Cerberus**”), as successor collateral agent for the Lenders (as defined in the Security Agreement) now or hereafter party to the Security Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Quality IP Holdings, LLC (“**Grantor**”) has entered into a Security Agreement, dated August 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of LS2;

WHEREAS, pursuant to the Security Agreement, Grantor entered into an Assignment for Security - Patents (the “**Patent Security Assignment**”), pursuant to which Grantor granted to LS2, in its capacity as collateral agent, a security interest in all of the Grantor’s right, title and interest in, whether now owned or hereafter existing or acquired, wherever the same may be located, in all right, title and interest of the Grantor in, to and under the patents and the applications thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, including all patents and pending patent applications of the Grantor set forth on Schedule I hereto (collectively, the “**Patents**”);

WHEREAS, the Patent Security Assignment was recorded in the United States Patent and Trademark office on August 21, 2015 and at the Reel 036392 and Frame 0053;

WHEREAS, pursuant to that certain Transaction Agreement (the “**Transaction Agreement**”), dated as of December 27, 2019, LS2 resigned as collateral agent under the Security Agreement and irrevocably assigned and delegated to Cerberus all of its rights, authority and powers, as collateral agent under the Security Agreement, and Cerberus was appointed as successor collateral agent and vested with, and succeeded to the rights, authority and powers of the collateral agent under the Security Agreement; and

WHEREAS, pursuant to the Transaction Agreement, LS2 transferred to Cerberus all Collateral held under the Security Agreement, including any and all of its interests in the Patents and the applications, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, as applicable, which heretofore had been acquired from the Grantor pursuant to the Patent Security Assignment, and agreed to execute and deliver to Cerberus, or otherwise authorized the filing of, any amendments to financing statements or similar documents, and agreed to take such other action, as would be necessary or appropriate in connection with the assignment to Cerberus of the security interests created under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and agreements and provisions contained herein, LS2, as the former collateral agent, acknowledges and agrees that it has assigned and transferred unto Cerberus, as successor collateral agent, and Cerberus, as the successor collateral agent, acknowledges and agrees, that it has succeeded to, all right, title and interest in and to the Patents of the Grantor held by LS2 in its capacity as former collateral agent, together with (i) all applications therefor, as applicable, (ii) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of LS2 in its capacity as former collateral agent accruing thereunder or pertaining thereto, (iii) any right of LS2, in its capacity as former collateral agent, to sue and recover for, for any past, present and future infringement or other violation or impairment of any of the foregoing, (iv) all proceeds 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 and (v) all other rights of any kind held by LS2 in its capacity as former collateral agent accruing thereunder or pertaining thereto throughout the world.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original; but such counterparts shall constitute but one and the same instruments. Delivery of an executed counterpart of a signature page by facsimile or by e-mail transmission shall be deemed an original signature hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement as of the date and year first above set forth.

LS2, LLC

DocuSigned by:
Steven S. Dickert
AA711720D67B42D...
By: _____
Name: Steven S. Dickert
Title: Authorized Signer

CERBERUS BUSINESS FINANCE, LLC

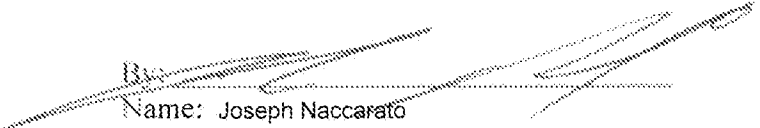
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has duly executed this agreement as of the date and year first above set forth.

LS2, LLC

By: _____
Name:
Title:

CERBERUS BUSINESS FINANCE, LLC


By: _____
Name: Joseph Naccarato
Title: Chief Operating Officer

SCHEDULE I**PATENTS**

Grantor	Country	Title	Patent Number / Application Number	Issue Date / Filing Date
Quality IP Holdings, LLC	USA	Nocturnal Muscle Enhancing Composition And Method	Patent Number: 7300665 Application Number: 11374872	Issue Date: 11/27/2007 Filing Date: 03/14/2006
Quality IP Holdings, LLC	USA	Weight Loss Method And System For Performing And Monitoring The Same	Application Number: 13356415	Filing Date: 01/23/2012
Quality IP Holdings, LLC	USA	Methods For Improving Health In Humans	Patent Number: 8747921 Application Number: 13623093	Issue Date: 06/10/2014 Filing Date: 09/19/2012
Quality IP Holdings, LLC	USA	Methods For Improving Linear Growth Response In Children	Application Number: 13623096	Filing Date: 09/19/2012
Quality IP Holdings, LLC	USA	Methods For Improving Sleep Efficiency In Healthy Human Beings	Patent Number: 8808763 Application Number: 13623097	Issue Date: 08/19/2014 Filing Date: 09/19/2012
Quality IP Holdings, LLC	USA	Methods For Treating Post-Traumatic Stress Disorder	Application Number: 13623101	Filing Date: 09/19/2012
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Sex Steroids And Growth Hormones	Patent Number: 8747922 Application Number: 13623105	Issue Date: 06/10/2014 Filing Date: 09/19/2012
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Growth Hormones	Patent Number: 8551542 Application Number: 13623110	Issue Date: 10/08/2013 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Compositions And Methods For Increasing Human Growth Hormone Levels	Patent Number: 8722114 Application Number: 13623112	Issue Date: 05/13/2014 Filing Date: 09/20/2012

Grantor	Country	Title	Patent Number / Application Number	Issue Date / Filing Date
Quality IP Holdings, LLC	USA	Methods For Increasing Human Growth Hormone Levels	Patent Number: 8734864 Application Number: 13623114	Issue Date: 05/27/2014 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Sex Steroids And Growth Hormones	Patent Number: 8765195 Application Number: 13623115	Issue Date: 07/01/2014 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Methods For Improving Thyroid Function In A Subject	Patent Number: 8815311 Application Number: 13623116	Issue Date: 08/26/2014 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Compositions For Increasing Human Growth Hormone Levels	Patent Number: 8715752 Application Number: 13623117	Issue Date: 05/06/2014 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Methods For Increasing Endurance And Fat Metabolism In Humans	Patent Number: 9066953 Application Number: 13623118	Issue Date: 06/30/2015 Filing Date: 09/20/2012
Quality IP Holdings, LLC	USA	Health Management System, Devices, And Related Methods	Application Number: 13890968	Filing Date: 05/09/2013
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Growth Hormones	Patent Number: 8808764 Application Number: 14048998	Issue Date: 08/19/2014 Filing Date: 10/08/2013
Quality IP Holdings, LLC	USA	Compositions For Increasing Human Growth Hormone Levels	Application Number: 14271242	Filing Date: 05/06/2014
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Sex Steroids And Growth Hormones	Application Number: 14301219	Filing Date: 06/10/2014
Quality IP Holdings, LLC	USA	Methods For Improving Health In Humans	Application Number: 14301229	Filing Date: 06/10/2014
Quality IP Holdings, LLC	USA	Methods For Improving Thyroid Function In Healthy Humans	PCT Number: US2013060656	Filing Date: 09/19/2013

Grantor	Country	Title	Patent Number / Application Number	Issue Date / Filing Date
Quality IP Holdings, LLC	USA	Compositions And Methods For Increasing Human Growth Hormone Levels	PCT Number: US2013060669	Filing Date: 09/19/2013
Quality IP Holdings, LLC	USA	Methods And Compositions For Increasing Growth Hormones	PCT Number: US2013060645	Filing Date: 09/19/2013
Quality IP Holdings, LLC	USA	Methods For Improving Linear Growth Response In Children	PCT Number: US2013060664	Filing Date: 09/19/2013

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