

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6380230

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
VOLANT HOLDINGS, GMBH	11/02/2020

RECEIVING PARTY DATA

Name:	SAPIENZA RESEARCH, LLC
Street Address:	1116 W. FARM
City:	SARATOGA
State/Country:	WYOMING
Postal Code:	82331

PROPERTY NUMBERS Total: 49

Property Type	Number
PCT Number:	US0905016
Patent Number:	9757346
Patent Number:	9370528
PCT Number:	US1262306
Application Number:	15601497
Application Number:	13460753
Application Number:	15833360
Application Number:	15624275
Application Number:	15151400
Application Number:	16369994
Application Number:	16686803
Application Number:	14759283
Application Number:	15407394
Application Number:	16133322
Application Number:	16167892
PCT Number:	US2015040879
PCT Number:	IB2017000780
Intl Reg Number:	DM/289744
Intl Reg Number:	DM/295542

PATENT

Property Type	Number
Intl Reg Number:	DM/128444
Intl Reg Number:	DM/127528
Intl Reg Number:	DM/147376
Intl Reg Number:	DM/158227
Intl Reg Number:	DM/201305
Intl Reg Number:	DM/201705
Intl Reg Number:	DM/201702
Intl Reg Number:	DM/201900
Intl Reg Number:	DM/201280
Intl Reg Number:	DM/201910
Intl Reg Number:	DM/104053
Intl Reg Number:	DM/201580
Intl Reg Number:	DM/201370
Intl Reg Number:	DM/201870
Intl Reg Number:	DM/201400
Intl Reg Number:	DM/201770
Intl Reg Number:	DM/201970
Intl Reg Number:	DM/202070
Intl Reg Number:	DM/130100
Intl Reg Number:	DM/201710
Intl Reg Number:	DM/201300
Intl Reg Number:	DM/201302
Intl Reg Number:	DM/250170
Intl Reg Number:	DM/201202
Intl Reg Number:	DM/201420
Intl Reg Number:	DM/201502
Intl Reg Number:	DM/201825
Intl Reg Number:	DM/201920
Intl Reg Number:	DM/201311
Intl Reg Number:	DM/201411

CORRESPONDENCE DATA

Fax Number: (702)385-7000

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: 7023847000

Email: afayad@alversontaylor.com

Correspondent Name: ALEXANDRE MANSOUR FAYAD, ESQ.

Address Line 1: 6605 GRAND MONTECITO PKWY

Address Line 2: #200

PATENT

REEL: 054278 FRAME: 0414

Address Line 4: LAS VEGAS, NEVADA 89120

NAME OF SUBMITTER: ALEXANDRE FAYAD

SIGNATURE: /Alexandre Fayad/

DATE SIGNED: 11/02/2020

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 56

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of 11/2/2020 (the "Effective Date") by and between **VOLANT HOLDINGS GMBH**, a Swiss limited liability company ("Volant"), and **SAPIENZA RESEARCH, LLC** a Wyoming limited liability company (the "Purchaser"). Volant and Purchaser may hereinafter be referred to, individually, as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Volant is engaged in the business of holding intellectual property (the "Business");

WHEREAS, Volant has an existing portfolio of intellectual property as a result of operating of the Business (the "IP");

WHEREAS, Volant has incurred substantial liabilities and faces losing the IP as result of Swiss government interference in the Business and potential liquidation of the IP by the Swiss government as a result of the over indebtedness of the Business;

WHEREAS, Volant Officers Dr. Georg Nebgen, Dr. Parviz Ghahramani, and Dr. Jerome Schentag have all competed in similar Swiss businesses, to the detriment of Volant and its IP;

WHEREAS, such competition by Volant Officers is prohibited by employment agreements, non-disclosure agreements, non-circumvention agreements, the bylaws of Volant, and Swiss laws related to fiduciary duties of company officers;

WHEREAS, these competing business interests of Volant shareholders have caused substantial devaluation of Volant IP and forced to Volant to protect its IP by appointing outside counsel as Volant's managing director;

WHEREAS, on September 25, 2020, Volant held an extraordinary meeting of the shareholders and elected Alexandre M. Fayad, Esq. as the Managing Director with Sole Signature authority¹.

WHEREAS, for the above reasons, Volant desires to sell to Purchaser and Purchaser desires to purchase from Volant, all the IP (the "Purchase");

WHEREAS, Volant and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Purchase, as more fully set forth herein.

¹ (see attached EXHIBIT A)

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and of the representations, warranties, covenants and agreements contained, and intending to be legally bound, the parties agree as follows:

ARTICLE I PURCHASE AND SALE

1.1. **Agreement to Sell.** At the Closing (as hereinafter defined) Volant will irrevocably grant, sell, assign, transfer and deliver to Purchaser, upon and subject to the terms and conditions of this Agreement, all of Volant's right, title and interest in and to all of the IP as detailed in Exhibit B², last valued by Volant at ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED SIXTY FOUR THOUSAND UNITED STATES DOLLARS (\$148,464.00 USD)³.

1.2. **Agreement to Purchase.** At the Closing, Purchaser shall purchase the IP from Volant, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of Volant in exchange for the Purchase Price (as hereinafter defined). Except as specifically set forth in Section 1.4, Purchaser shall not assume or be responsible for any liabilities or obligations of the Business or Volant.

1.3. **Purchase Price.** The purchase price shall be comprised of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in debt forgiveness as described below, as well as the assignment of Purchaser's Intellectual Property to Volant, (the "Purchase Price") so as to not change the nature of Volant's business as an IP holding company, payable as follows:

a. **Debt Forgiveness.** At Closing, the Purchaser shall grant to Volant forgiveness of the following Debt in favor of Volant (the "Balance Sheet", attached hereto as Exhibit B):

i. Desert Supplements, LLC, a Nevada limited liability company ("Desert Supplements").

1. Desert Supplements will forgive ONE HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (\$150,000 USD) of the current TWO HUNDRED THIRTY SEVEN FIVE HUNDRED FORTY TWO UNITED STATES DOLLARS (\$237,542.00 USD) owed to Desert Supplements as reflected on Volant Holdings GmbH's balance sheet⁴, for fully executing the Option Agreement for the benefit of Volant⁵ at the request of its shareholders. Desert

² see attached Exhibit B

³ see attached Exhibit C

⁴ *Id.*

⁵ see attached Exhibit D

Supplements reserves its rights to collect the remainder of the outstanding balance or assert this debt against Volant in the future;

- b. Intellectual Property Transfer. Prior to the Closing Date, Purchaser shall effectuate the transfer of Purchaser's IP⁶, to Volant. After the Closing Date, the Purchaser shall retain all ownership of, and interest in, all the Volant IP and the Volant IP shall thereafter be the sole and exclusive property of the Purchaser.

1.4. No Assumption of Liabilities. Purchaser shall not assume, and shall not be liable for, any liabilities or obligations of Volant of any nature whatsoever, express or implied, fixed or contingent, including, but not limited to, any liability which arises out of or is based upon negligence, strict liability or any express or implied representation, warranty agreement or guarantee made by Volant, or alleged to have been made by Volant. In addition to the foregoing, in no event shall Purchaser assume any liability or incur any liability or obligation in respect of any federal, state or local income or other tax liability of Volant payable with respect to the Business, IP, properties or operations of Volant for any period.

ARTICLE II CLOSING

2.1. Closing. The closing ("Closing") of the sale and purchase of the IP shall take place not later than FORTY EIGHT (48) hours after the Effective Date, or at such other place, date and time as the Parties may agree, provided that all relevant consents have been received and notices provided. The date of the Closing may hereinafter be referred to as the "Closing Date".

2.2. Items to be Delivered at Closing.

a. Volant. At the Closing, and subject to the terms and conditions contained in this Agreement, Volant shall irrevocably deliver to Purchaser the following:

i. such bills of sale with covenants of warranty, assignments, endorsements, and other good and sufficient instruments and documents of conveyance and transfer, as shall be necessary and effective to convey, transfer and assign to, and vest in, the Purchaser all of Volant's right, title and interest in and to the IP to be sold under this Agreement, including, without limitation, (A) good, valid and marketable title in and to all of the IP owned by Volant, (B) good and valid leasehold interests in and to all of the IP leased by Volant, and (C) all of Volant's rights under all agreements, contracts, commitments, leases, plans, bids, quotations, proposals, licenses, permits, authorizations, instruments and other documents to which Volant is a party or by which it has rights on the Closing Date and which are to be sold under this Agreement; and,

b. Purchaser. At the Closing, and subject to the terms and conditions contained in this Agreement, Purchaser shall deliver to Volant the Purchase Price as detailed in Section 1.3 and Exhibits B, C, & D.

⁶ see attached Exhibit E

2.3. **Third Party Consents.** To the extent that Volant's rights under any agreement, contract, commitment, authorization or other Asset to be assigned to Purchaser may not be assigned without the consent of another person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach or be unlawful, and Volant shall use its best efforts to obtain any such required consent(s) promptly. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Purchaser's rights under the instrument in question so that Purchaser would not in effect acquire the benefit of all such rights, Volant, to the maximum extent permitted by law and this instrument, shall act as Purchaser's agent in order to obtain for it the benefits and shall cooperate, to the maximum extent permitted by law and this instrument, with Purchaser in any other reasonable arrangement designed to provide such benefits to Purchaser. If any contract shall be assigned, Purchaser shall agree to be bound by and assume all of its terms and conditions.

2.4. **Further Assurances.** Volant shall, from time to time after the Closing, at the Purchaser's request, execute, acknowledge and deliver to Purchaser such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Purchaser may reasonably request in order to vest more effectively in Purchaser, or to put Purchaser more fully in possession of, any of the IP or the Business.

ARTICLE III **REPRESENTATIONS AND WARRANTIES**

3.1. **Representations and Warranties of Volant.** Volant represents and warrants to Purchaser as of the Effective Date and the Closing Date as follows:

a. **Corporate Existence.** Volant is a limited liability company organized, validly existing and in good standing under the laws of Switzerland. Volant has all requisite power and authority and all necessary licenses, permits and authorizations to carry the Business as it has been and is being conducted and to own, assign, and sell all the IP in connection therewith.

b. **Corporate Power.** Volant has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Volant have been duly authorized by all necessary director and executive action. This Agreement has been, and the instruments of transfer, assignment and conveyance referenced in Section 2.2(a) will be, duly executed and delivered to Purchaser, and this Agreement constitutes legal, valid and binding obligations of Volant.

c. **Absence of Undisclosed Liabilities.** Volant has no liabilities or obligations, either accrued, absolute, or contingent to the knowledge of Volant.

d. **Existing Condition.** Except as disclosed herein, since June 1, 2020, Volant has not:

i. incurred any liabilities, or discharged or satisfied any lien or encumbrance, or paid any liabilities, other than in the ordinary course of its business consistent with past practice, or failed to pay or discharge when due any liabilities of which the failure to pay or discharge has caused or will cause any material damage or risk of material loss to it or any of its IP;

ii. sold, assigned or transferred any of its IP;

iii. created, incurred, assumed or guaranteed any indebtedness for money borrowed or mortgaged, pledged or subjected to any lien, pledge, security interest, conditional sales contract or other encumbrance of any nature whatsoever against any of its IP;

iv. made or suffered any amendment or termination of any agreement, contract, commitment, lease or plan to which it is a party or by which it is bound, or canceled, modified or waived any debts or claims held by it, or waived any rights of substantial value;

v. suffered any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting its business, operations, IP, prospects or condition (financial or otherwise);

vi. entered into any transaction other than in the ordinary course of its business consistent with past practices.

e. Title to IP. Volant has good, valid and marketable title to the IP to be sold. To the best of knowledge of Volant, all leases, licenses, permits and authorizations in any manner related to the IP or Business. Volant has unrestricted right to sell, assign, or transfer the IP as herein provided. Volant does not own any real property.

f. Tax liens. There are no tax liens against Volant.

g. Validity of Contemplated Transactions. The execution, delivery and performance of this Agreement by Volant will not contravene or violate: (i) any law, rule or regulation to which Volant is subject; (ii) any judgment, order, injunction or award of any court, arbitrator or governmental body which is applicable to Volant; (iii) the Articles of Organization or other governing document of Volant; (iv) any term, condition, or provision of, or require the consent of any other party to, any agreement, contract, commitment, lease, license, permit authorization or other instrument to which Volant is a party. No authorization, approval or consent with any governmental or regulatory body is required in connection with the execution, delivery and performance of this Agreement by Volant.

h. Contracts. Each of the agreements, contracts, commitments, leases and other instruments to be assigned to Purchaser is: (i) valid, (ii) enforceable in accordance with its terms; (iii) the parties thereto are in compliance with its terms; (iv) no party is in default in the performance of any material obligation or condition contained therein; and (v) no event has occurred which would constitute a default thereunder.

i. Third-Party Options. There are no existing agreements, options, or rights to acquire any of Volant's IP or any interest therein, except for those contracts entered into in the ordinary course of business consistent with past practice for the sale of Volant's products and services.

j. No Patent Violations. The Business of Volant does not utilize any patent, trademark, trade name, service mark, copyright or trade secret, and did not and does not conflict with, or infringe upon, any patent, trademark, trade name, service mark, copyright or trade secret owned or claimed by another.

k. Full Disclosure. Neither this Agreement nor any exhibit, schedule, attachment, document or instrument furnished or to be furnished to Purchaser pursuant hereto, contains any untrue statement or omits to state a fact required to be stated herein necessary to make any statement herein or therein not misleading. There is no fact or development which Volant has not disclosed to Purchaser in writing which adversely affects or may adversely affect the business, operations, IP, properties or condition (financial or otherwise) of Volant.

3.2. Representations and Warranties of Purchaser. Purchaser represents and warrants to Volant as of the Effective Date and the Closing Date as follows:

a. Corporate Existence. Purchaser is a limited liability company organized, validly existing and in good standing under the laws of the State of Wyoming.

b. Corporate Power. Purchaser has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered to Volant, and this Agreement constitutes legal, valid and binding obligations of Purchaser.

c. Validity of Contemplated Transactions. The execution, delivery and performance of this Agreement by Purchaser will not contravene or violate: (i) any law, rule or regulation to which Purchaser is subject; (ii) any judgment, order, injunction or award of any court, arbitrator or governmental body which is applicable to Purchaser; (iii) the Articles of Organization or Operating Agreement of Purchaser; (iv) any term, condition, or provision of, or require the consent of any other party to, any agreement, contract, commitment, lease, license, permit authorization or other instrument to which Purchaser is a party. No authorization, approval or consent with any governmental or regulatory body is required in connection with the execution, delivery and performance of this Agreement by Purchaser.

3.3. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the Parties to this Agreement or in any exhibit, schedule, statement, document or instrument furnished hereunder or in connection with the negotiation, execution and performance of this agreement shall survive the Closing. Each Party shall be entitled to rely upon the representations, warranties, covenants and agreements set forth in this Agreement.

ARTICLE IV
COVENANTS PRIOR TO CLOSING

- 4.1. **Conduct of Business.** Until the Closing, Volant shall:
- a. Conduct the Business in a normal, useful and regular manner;
 - b. Not enter into any contract without Purchaser's approval;
- 4.2. **No Shop.** Volant, nor any agent, employee, officer, director, or any representative of any of the foregoing shall, during the period commencing on the date of this Agreement and ending with the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, solicit, indirectly or directly, proposals or offers from any person or entity other than Purchaser relating to the acquisition or purchase of the IP or Business of Volant.

ARTICLE V
CONDITIONS PRECEDENT TO CLOSING

- 5.1. **Conditions Precedent to Purchaser's Obligations.** All obligations of Purchaser under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent, any of which may be waived by Volant in its sole and absolute discretion:
- a. **Representations.** All representations and warranties of Volant being true, complete and correct at the Closing.
 - b. **Performance by Volant.** Volant shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to or at the Closing.
 - c. **Litigation Affecting Closing.** On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.
 - d. **Corporate Matters.** Volant shall have furnished Purchaser with certified copies of all such corporate documents of good-standing certificates for Volant, and of all proceedings of Volant authorizing the transactions hereby contemplated as Purchaser reasonably shall require.
 - e. **Liens and Encumbrances.** On or before the Closing, Purchaser shall have obtained a release and discharge of any and all liens, security interests, restrictions, defects and encumbrances which affect the IP to be transferred.
 - f. **Financial Statement.** Volant shall furnish Purchaser with the most recent Financial Statement, which shall fully disclose Volant's IP.

5.2. **Conditions Precedent to Volant's Obligations.** All obligations of Volant under this Agreement are subject to the fulfillment or satisfaction, prior to or at the Closing, of each of the following conditions precedent, any of which may be waived by Purchaser, in their sole and absolute discretion:

a. **Representations.** All representations and warranties of Purchaser being true, complete and correct.

b. **Performance by Purchaser.** Purchaser shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with prior to or at the Closing.

c. **Corporate Matters.** Purchaser shall have furnished Volant with certified copies of all such corporate documents of good-standing certificates for Purchaser, and of all proceedings of Purchaser authorizing the transactions hereby contemplated as Volant reasonably shall require.

5.3. **Termination.** In the event any of the conditions contained in Sections 5.1 and 5.2 are not satisfied and the conditions have not been waived, this Agreement shall terminate upon notice by one Party to the other, and neither Party shall have any liability or obligation of any kind or nature to the other.

ARTICLE VI **INDEMNIFICATION**

6.1. **Indemnification by Volant.** From and after the Closing, Volant shall reimburse, indemnify and hold harmless Purchaser and its affiliates (each a "Volant Indemnified Party") against and in respect of:

a. Any and all liabilities and obligations of any nature whatsoever relating to Volant, the Business or the IP prior to the Closing;

b. Any and all actions, suits, claims or legal, administrative, governmental or other proceedings or investigations against any Volant Indemnified Party that relate to Volant, the Business or the IP and which arise out of any event, occurrence, action, or inaction occurring prior to the Closing Date;

c. Any and all damages, losses, deficiencies, liabilities, costs or expenses incurred by any Volant Indemnified Party that result from, relate to or arise out of (i) any material misrepresentation, breach of material warranty or nonfulfillment of any material agreement or covenant on the part of Volant under this Agreement or from any misrepresentation in or omission from any schedule, statement, document or instrument furnished to Purchaser in connection with the negotiation, execution or performance of this Agreement; (ii) any claim by any former officer, director, manager or employee of Volant; and (iii) any of the matters referred to in Section 6.1(a) and 6.1(b).

d. Any and all actions, suits, claims, proceedings, demands, audits, fines, judgments, costs and other expenses (including reasonable legal fees and expenses) incident to any of the foregoing, or to the enforcement of this Section 6.1.

6.2. **Indemnification by Purchaser.** From and after the Closing, Purchaser shall reimburse, indemnify and hold harmless Volant (a "Volant Indemnified Party") against and in respect of:

a. Any and all liabilities and obligations of any nature whatsoever relating to Purchaser or Purchaser's business, prior to the Closing;

b. Any and all actions, suits, claims or legal, administrative, governmental or other proceedings or investigations against any Volant Indemnified Party that relate to Purchaser, the Purchaser's business or its IP and which arise out of any event, occurrence, action, or inaction occurring prior to the Closing Date;

c. Any and all damages, losses, deficiencies, liabilities, costs or expenses incurred by any Purchaser Indemnified Party that result from, relate to or arise out of (i) any material misrepresentation, breach of material warranty or nonfulfillment of any material agreement or covenant on the part of Purchaser under this Agreement or from any misrepresentation in or omission from any schedule, statement, document or instrument furnished to Volant in connection with the negotiation, execution or performance of this Agreement; (ii) any claim by any former officer, director, manager or employee of Purchaser; and (iii) any of the matters referred to in Section 6.2(a) and 6.2(b).

d. Any and all actions, suits, claims, proceedings, demands, audits, fines, judgments, costs and other expenses (including reasonable legal fees and expenses) incident to any of the foregoing, or to the enforcement of this Section 6.2.

6.3. **Indemnification Procedure.** Notice must be given within a reasonable time after discovery of any fact or circumstance on which a party could claim indemnification (a "Claim"). The notice shall describe the nature of the Claim, if the Claim is determinable, the amount of the Claim, or if not determinable, an estimate of the amount of the Claim. Each Party agrees to use its best efforts to minimize the amount of the loss or injury for which it is entitled to indemnification. If the Party, in order to fulfill its obligations to the other Party must take legal action or if the Party is involved in legal action, the outcome of which could give rise to its seeking indemnification, one Party shall consult with the other Party with respect to such legal action and allow it to participate therein.

a. No Claim for which indemnification is asserted shall be settled or compromised without the written consent of Volant and Purchaser; provided, however, if a Party does not consent to a bona fide settlement proposed by the other, the other Party shall be liable for indemnification only to the lesser of the final judgment or the amount to be paid in settlement.

b. Subject to the provision of this Section 6.3, neither Party shall have recourse for indemnification until the Claims are fully and finally resolved. For a period of thirty (30) days

following the giving of the notice of such Claim, Purchaser and Volant shall attempt to resolve any differences they may have with respect to such Claim. If a resolution is not reached within the thirty (30) day period (unless the Parties agree to extend the period), the matter may be submitted to a court of competent jurisdiction. A Claim shall be deemed finally resolved in the event a matter is submitted to a court, upon the entry of judgment by a court of final authority.

6.4. **Payment of Indemnification Obligation.** Volant agrees to pay promptly to any Volant Indemnified Party, and Purchaser agrees to pay promptly to any Purchaser Indemnified Party, the amount of all damages, losses, deficiencies, liabilities, costs, expenses, claims, and other obligations to which the foregoing indemnities relate.

6.5. **Other Rights and Remedies Not Affected.** The indemnification rights of the Parties under this Article VI are independent of and in addition to such rights and remedies as the Parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder, including without limitation the right to seek specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

ARTICLE VII **POST-CLOSING MATTERS**

7.1. **Books and Records.** Until such time as all payments due under this Agreement shall have been paid, or otherwise resolved per Section 1.3(b), Volant shall maintain or cause to be maintained books of account that accurately reflect the ongoing status of the business, and that accurately and completely disclose the financial status relating to Volant's operation of the Business. Purchaser shall have the right to inspect the Volant's books and records upon reasonable advance notice to Volant.

ARTICLES VIII **MISCELLANEOUS**

8.1. **Broker's and Finder's Fees.** Volant agrees to indemnify and hold harmless Purchaser against any and all claims, losses, liabilities and expenses which may be asserted against or incurred by them as a result of either Party's dealings, arrangements or agreements with any individual or entity who may be entitled to any brokerage or finder's fee or other commission.

8.2. **Sales, Transfer and Documentary Taxes.** Neither Volant nor Purchaser shall be responsible for the other's sales, transfer or documentary taxes, if any, due as a result of the transfer of the IP to Purchaser, or all other fees directly relating to the transfer of the IP.

8.3. **Expenses.** The Parties shall pay their own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

8.4. **Remedy.** Volant acknowledges that the IP are unique and not otherwise available and agrees that, in addition to any other remedy available to Purchaser, Purchaser may invoke any

equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

8.5. **Entire Understanding.** This Agreement sets forth the entire understanding of the Parties with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the Parties hereto. Any and all previous agreements and understanding between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

8.6. **Assignment.** Neither Volant nor Purchaser shall assign this Agreement, nor any part of it, nor delegate any obligation imposed by this Agreement without the prior written consent of the other. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of Volant and Purchaser.

8.7. **Waiver.** Any term or provision of this Agreement may be waived at any time by the Party or Parties entitled to the benefit thereof, by a written instrument duly executed by such Party or Parties.

8.8. **Notices.** Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, sent by facsimile or sent by registered mail, return receipt requested, to the Parties as follows:

If to Purchaser:

Seth A. Johnson, Esq.
C/O SLOW AND STEADY LAW, PLLC
1116 W. Farm Rd.
Saratoga, WY 82331

If to Volant:

Dr. Georg Nebgen
VOLANT HOLDINGS, GmbH
Giessenstrasse, 8835
Feusisberg, Switzerland

8.9. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Wyoming.

8.10. **No Third-Party Beneficiaries.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties hereto and, in case of Article VI hereof, the other indemnified parties, and their heirs, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

8.11. **Headings, Gender.** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include the other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, limited liability company, trust, governmental authority or body, association, or any other entity.

8.12. **Schedules and Exhibits.** All Schedules or Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

8.13. **Tax Consequences.** No Party to this Agreement, nor any of their officers, employees or agents, has made any representations or agreement, express or implied, as to the tax consequences of the transactions contemplated by this Agreement or the tax consequences of any action pursuant to or arising out of this Agreement.

8.14. **Severability.** Any provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

8.15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind each Party.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

PURCHASER

SELLER

SAPIENZA RESEARCH, LLC
a Wyoming limited liability company

VOLANT HOLDINGS, GmbH
a Swiss limited liability company

DocuSigned by:
Sally Allen Johnson
By: _____
Name: Umbrella Management, LLC
Title: Manager
Date: 11/27/2020

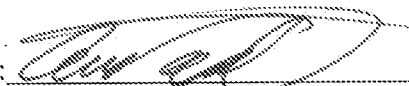
By: 
Name: Alexandre M. Fayad, Esq.
Title: Managing Director
Date: 11/27/2020

EXHIBIT A



VOLANT HOLDINGS GMBH
GIESSENSTRASSE 41, 8835 FEUSISBERG, SWITZERLAND

To the Quotaholders of Volant Holdings GmbH

Feusisberg, September 25, 2020

RE: Invitation to the Extraordinary Meeting of the Quotaholders of Volant Holdings GmbH

Dear Quotaholder,

We have called for an emergency quotaholders' meeting to be held on 25 September 2020. Due to an emergency we have called for the meeting on short notice. One of the quotaholders questioned the legitimacy of the call for the meeting.

For the sake of order and in the sense of a precaution measure we herewith call for your vote for a second extraordinary meeting ("Extraordinary Meeting") of the Quotaholders of Volant Holdings GmbH. Due to the current restrictions resulting from the Covid-19 pandemic, physical attendance to the meeting is not permitted and voting shall take place in written form only.

Date: October 16, 2020 at 4:00 p.m. CET

Place: Giessenstrasse 41, 8835 Feusisberg (no physical attendance allowed)

All shareholders are kindly requested to return, by October 16, 2020 9 am CET at the latest, the completed and duly signed reply form enclosed with this letter. The return information is indicated on the bottom of the form.

AGENDA OF THE EXTRAORDINARY MEETING

1) Election Managing Director

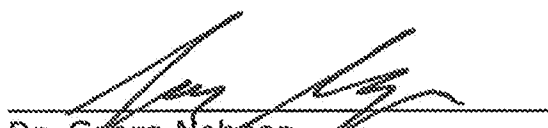
Proposal: Alex M. Fayad shall be elected as Managing Director with sole signature

2) Election local Swiss Signatory

Proposal: Georg Nebgen shall be appointed as local Swiss Signatory of the Company with sole signature

PATENT

For the Quotaholders



Dr. Georg Nebgen

Attachement:

- Reply Form for agenda Item 1 and 2

REPLY FORM

**Extraordinary Meeting October 16, 2020 of the Quotaholders of
Volant Holdings GmbH**

Voting Instructions			
In the absence of specific voting instructions (see below), the undersigned votes as proposed by the Quotaholders.			
Proposal for the agenda items	Yes	No	Abstention
1 Election Alex M. Fayad as Managing Director with sole signature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Appointment of Georg Nebgen as local Swiss Signatory with sole signature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date: _____

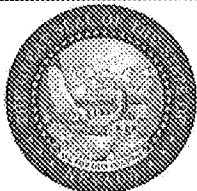
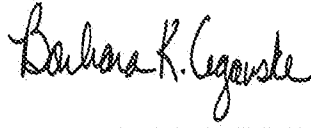
Name of Shareholder: _____

Signature: _____

<p>Please return this Reply Form by October 16, 2020 9 am CET at the latest by e-mail to Georg Nebgen (georg.nebgen@usa.net) or to Volant Holdings GmbH, Giessenstrasse 41, 8835 Feusisberg, Switzerland.</p>

SECRETARY OF STATE

STATE OF NEVADA

APOSTILLE		
(Convention de La Haye du 5 October 1961)		
1. Country: Pays/Pais:	UNITED STATES OF AMERICA	
This public document Le present acte public / El present documento publico		
2. has been signed by: a etc signe par ha sido firmado po	TAMMY S. CLARK	
3. acting in the capacity of agissant an qualite de quien actua en calidad de	NOTARY PUBLIC	
4. bears the seal/stamp of est revetu du sceau / timbre de y esta revestido del sello / timbre de	THE STATE OF NEVADA	
CERTIFIED		
Atteste / Certificado		
5. at a / en	Las Vegas, Nevada, U.S.A.	
6. the le / el dia	TWENTIETH DAY OF OCTOBER, 2020	
7. by par / por	Barbara K. Cegavske, Secretary of State, State of Nevada, U.S.A	
8. Number sous no bajo el numero	N201020879001	
9 Seal/Stamp: Sceau / timbre: Sello / timbre:		10. Signature: Signature: Firma:  BARBARA K. CEGAVSKE Nevada Secretary of State

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

This Apostille is not valid for use anywhere within United States of America, its territories or possessions.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signature de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.

Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.

L'utilisation de cette Apostille n'est pas valable en/au Etats-Unis d'Amérique, ses territoires ou possessions.

Esta Apostilla certifica unicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento publico esté revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expidió.

No es valido el uso de esta Apostilla en los Estados Unidos de America, sus territorios o posesiones.

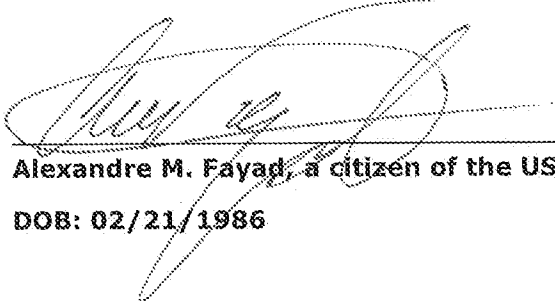
Musterunterschrift

Signature specimen

zu Handen des Handelsregisteramtes des Kantons Schwyz, Schweiz

for the Commercial Register of the Canton Schwyz, Switzerland

STATE OF NEVADA



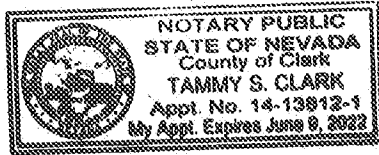
Alexandre M. Fayad, a citizen of the USA

DOB: 02/21/1986


10/14/2020
DATE:

SIGNED AND SWORN TO BEFORE ME ON 10/14, 2020 BY

Alexandre M. Fayad.



STATE OF NEVADA)
) ss:
COUNTY OF CLARK)


Signature - Notary Public

MINUTES

of the

Annual General Meeting

of

Volant Holdings GmbH

in Feusisberg, Switzerland (CHE-146.399.641)

(the "Company")

held on 09 June 2020, starting 10 a.m. CET

Giessenstrasse 41, 8835 Feusisberg

Participants

- Dr. Georg Nebgen – Chair of the meeting & Minute Taker

A. Opening and Constitution

Dr. Georg Nebgen opens the meeting and, after the meeting has appointed him as chairman of the meeting, takes the chair and is appointed as minute taker.

The chairman declares that:

- The invitation to this meeting was sent out on 18 May 2020 with the agenda. On 8 June 2020 an addendum for agenda Item 6 was sent out.
- He, Dr. Georg Nebgen is representing
 - himself with 70 quotas, and
 - based on a power of attorney presented at the meeting Mr. Joseph Fayad with 70 quotas, and
 - based on a power of attorney presented at the meeting Mr. Parviz Ghahramani with 18 quotas
 - based on a power of attorney presented at the meeting Jerome J. Schentag with 70 quotas
- Accordingly, 228 of the 228 quotas are represented.
- Today's meeting is validly constituted.

No objection is made against these declarations.

B. Deliberations and resolutions

The chairman starts with the deliberations and resolutions of the agenda:

1. Approval Annual Accounts 2018

It is proposed to approve the presented Annual Accounts 2018.

The chairman states that the annual financial statements including audit opinion for the year ending December 31, 2018 had been sent out.

He notes that the Annual Accounts 2018 displayed a loss of CHF 1'615. He expects an improvement in 2019.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The Annual Accounts 2018 of the Company as presented are approved.

2. Appropriation of Result 2018:

It is proposed to carry forward the loss to the next year.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The loss in 2018 of CHF 1'615 is carried forward to the next year.

3. Approval Annual Accounts 2019

It is proposed to approve the presented Annual Accounts 2019.

The chairman states that the annual financial statements including audit opinion for the year ending December 31, 2019 had been sent out.

He notes that the Annual Accounts 2019 displayed a loss of CHF 2'277.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The Annual Accounts 2019 of the Company as presented are approved.

4. Appropriation of Result 2019:

It is proposed to carry forward the loss to the next year.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

://: The loss in 2019 of CHF 2'277 is carried forward to the next year.

5. Discharge of the Management Board

It is proposed that a full discharge be granted to all members of the Management Board and the persons entrusted with the management for their activities in the year 2018 and 2019.

The Annual General Meeting takes the following resolution:

- Yes votes: 70
- No Votes: 70
- Abstention votes: 88

://: The full discharge of the members of the Management Board Alexandra Goll and Georg Nebgen for their activities in the year 2018 and 2019 is not granted.

6. Election Managing Director

The chairman referred to a proposed change of agenda Item 6 sent by Georg Nebgen to all Quotaholders prior to the Annual General Meeting. Quote: "I refer to the invitation dated May 18, 2020 for the Annual General Meeting of the shareholders of Volant Holdings GmbH. I have to inform you about the following change of the agenda item 6: I have decided not to be available for another term as Managing Director of the company. Thus, I would not accept the appointment as Managing Director, if I was elected. I have the pleasure to inform you that Joe Fayad is willing to take over as Managing Director of the company. I therefore propose that the agenda of the Annual General Meeting is amended as follows:

Proposal: Joe Fayad shall be elected as Managing Director for a term end with the annual general meeting approving the accounts for the year 2020."

The Annual General Meeting takes the following resolution:

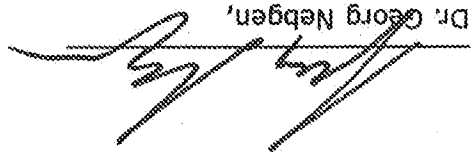
- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

://: Joseph Fayad is elected as Managing Director of the Company for a term of office to end with the next Annual General Meeting.

After all agenda items have been dealt with, the chairman closes the meeting at 10:25 a.m. CET.

Chairman of the Meeting & Minute Taker

Dr. Georg Nebgen,

A handwritten signature in black ink, appearing to read "Georg Nebgen", written over a horizontal line.

For the minutes

Exhibit B

Patent List of Intellectual Property

United States Patents and Patent Applications

1. PCT Application No. PCT/US09/05016 (the "'05016 Application"), which claims priority from the provisional patent application bearing number 61/190,818 filed with the United States Patent and Trademark Office on or around September 3, 2008;

2. U.S. Patent No. 9,757,346, which issued from U.S. Patent Application No. 12/932,633 (the "'633 Application"), which is a continuation-in-part of the '05016 Application and claims priority from the provisional patent application bearing number 61/309,991 filed with the United States Patent and Trademark Office on or around March 3, 2010;

3. U.S. Patent No. 9,370,528, which issued from U.S. Patent Application No. 14/002,642 (the "'642 Application"); U.S. Patent Application No. 13/460,753 (the '753 Application"); U.S. Patent Application No. 15/151,358; U.S. Patent Application No. 15/151,400; U.S. Patent Application No. 15/833,360; U.S. Patent Application No. 16/059,199; U.S. Patent No. 9,730,951, which issued from U.S. Patent Application No. 15/162,941; U.S. Patent Application No. 15/624,275; U.S. Patent Application No. 16/369,994; U.S. Patent Application No. 16/686,803; PCT Application No. PCT/US12/026561 (WO2012/118712); and U.S. Patent Application No. 15/623,734, all of which claim the benefit of the '633 Application;

4. PCT Application No. PCT/US12/62306; U.S. Patent Application No. 14/354,744; U.S. Patent Application No. 16/285,885; and U.S. Patent Application No. 16/598,302, all of which claim the benefit of the '753 Application;

5. U.S. Patent Application No. 15/601,497 and U.S. Patent Application No. 16/133,322, which claim the benefit of the '642 Application;

6. U.S. Patent Application No.: 14/759,283 filed on January 08, 2014, entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems";

7. U.S. Patent Application No.: 15/407,394 filed January 17, 2017 entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems";

8. U.S. Patent Application No.: 15/601,497 filed May 22, 2017 entitled "Diagnostics and methods for treatment of non-alcoholic hepatic steatosis and hepatic steatohepatitis, and prevention of complications thereof";

9. U.S. Patent Application No.: 16/133,322 filed September 17, 2018, issued as U.S. Patent 10,624,913 (April 21, 2020) entitled "Diagnostics and methods for treatment of non-alcoholic hepatic steatosis and hepatic steatohepatitis, and prevention of complications thereof";

10. U.S. Patent Application No.: 16/167,892 filed October 23, 2018 entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems";

11. PCT/US2014/010617, filed January 8, 2014 (WO2014110090A1) entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems";

12. PCT/US2015/040879, filed July 17, 2015 (WO2016011335A1) entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems"; and

13. PCT/IB2017/000780, filed May 22, 2017 (WO2017203367A3) entitled "Diagnostics and methods for treatment of non-alcoholic hepatic steatosis and hepatic steatohepatitis, and prevention of complications thereof".

Canada Patents and Patent Applications

14. Canadian Patent Application No. 2897448 filed July 7, 2015 entitled "Activation Of The Endogenous Ileal Brake Hormone Pathway For Organ Regeneration And Related Compositions, Methods Of Treatment, Diagnostics, And Regulatory Systems"; and

15. Canadian Patent Application No. 2955425 filed January 17, 2017 entitled "Activation Of The Endogenous Ileal Brake Hormone Pathway For Organ Regeneration And Related Compositions, Methods Of Treatment, Diagnostics, And Regulatory Systems".

European Patents and Patent Applications

16. European Patent Application No. 12752890.9 filed February 24, 2012 (regional phase of PCT/US2012/026561) entitled "Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection";

17. European Patent Application No. 12844463.5, filed October 26, 2012 (regional phase of PCT/US2012/062306), entitled "Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D";

18. European Patent Application No. 14737622.2, filed January 8, 2014 (regional phase of PCT/US2014/010617) entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems"; and

19. European Patent Application No. 15822742.1, filed July 17, 2015 (regional phase of PCT/US2015/040879) entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems".

Japan Patents and Patent Applications

20. Japanese Patent Application No. 20130556750, filed February 24, 2012 (national phase of PCT/US2012/026561) issued as Japanese Patent No. 6253991 (December 8, 2017) entitled "Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection";

21. Japanese Patent Application No. 20170502821, filed July 17, 2015 (national phase of PCT/US2015/040879) entitled "Activation of the endogenous ileal brake hormone pathway for

organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”;

22. Japanese Patent Application No. 20170228965, filed November 29, 2017 (divisional of JP 2013055670) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”; and

23. Japanese Patent Application No. 20190033502, filed February 27, 2019 (continuation of JP 20170228965) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”.

China Patents and Patent Applications

24. Chinese Patent Application No. 20128021792, filed February 24, 2012 (national phase of PCT/US2012/026561) issued as Chinese Patent No. 103635196 (May 7, 2019) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

25. Chinese Patent Application No. 201910281848, filed February 24, 2012 (divisional of CN 20128021792) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

26. Chinese Patent Application No. 104053450, filed October 26, 2012 (national phase of PCT/US2012/062306) entitled “Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D”;

27. Chinese Patent Application No. 201910530744, filed October 26, 2012 (continuation of CN 10405350) entitled “Oral formulations mimetic of roux-en-y gastric bypass action on ileal brake”; and

28. Chinese Patent Application No. 20158050102, filed July 17, 2015 (national phase of PCT/US2015/040879) entitled “Activation of the endogenous ileal brake hormone pathway for

organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”.

South Korea Patents and Patent Applications

29. Korean Patent Application No. 20137026087, filed February 24, 2012 (national phase of PCT/US2012/026561) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

30. Korean Patent Application No. 20187030127, filed February 24, 2012 (divisional of KR 20137026087), Patent issued (April 1, 2020), entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

31. Korean Patent Application No. 20140093963, filed October 26, 2012 (national phase of PCT/US2012/062306) entitled “Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D”;

32. Korean Patent Application No. 20177004581, filed July 17, 2015 (national phase of PCT/US2015/040879) entitled “Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”;

33. Korean Patent Application No. 20197025029, filed August 26, 2019 (divisional of KR 20150093963) entitled “Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D”; and

34. Korean Patent Application No. 20207000460, filed 7 January 2020 (divisional of KR 20187030127), entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”.

India Patents and Patent Applications

35. Indian Patent Application No. 2014CHENP3869, filed May 22, 2014 (national phase of PCT/US2012/062306) entitled "Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D".

Thailand Patents and Patent Applications

36. Thai Patent Application No. 1301004872, filed February 24, 2012 (national phase of PCT/US2012/026561) entitled "Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection".

Russia Patents and Patent Applications

37. Russian Patent Application No. 2017105150, filed July 17, 2015 (national phase of PCT/US2015/040879) entitled "Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems".

Eurasian Patents and Patent Applications

38. Eurasian Patent Application No. 20130091262, filed February 24, 2012 (regional phase of PCT/US2012/026561) entitled "Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection".

Israel Patents and Patent Applications

39. Israeli Patent Application No. 20130228259, filed February 24, 2012 (national phase of PCT/US2012/026561), issued as Israeli Patent No. 228259 (September 26, 2019) entitled "Compositions comprising ileal brake hormone releasing compound in combination with a bioactive agent"; and

40. Israeli Patent Application No. 250170, filed July 17, 2015 (national phase of PCT/US2015/040879) entitled "Activation of the endogenous ileal brake hormone pathway for

organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”.

Australia Patents and Patent Applications

41. Australian Patent Application No. 20120223528, filed February 24, 2012 (national phase of PCT/US2012/026561) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

42. Australian Patent Application No. 2014205553, filed January 8, 2014 (national phase of PCT/US2014/010617) entitled “Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”;

43. Australian Patent Application No. 20150289511 , filed July 17, 2015 (national phase of PCT/US2015/040879) entitled “Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”;

44. Australian Patent Application No. 20170202713, filed April 25, 2017 (continuation/divisional of AU 20120223528) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”;

45. Australian Patent Application No. 2018256656, filed November 2, 2018 (divisional of AU 2014205553) entitled “Activation of the endogenous ileal brake hormone pathway for organ regeneration and related compositions, methods of treatment, diagnostics, and regulatory systems”; and

46. Australian Patent Application No. 2019201917, filed March 20, 2019 (divisional of AU 20170202713) entitled “Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection”.

Mexico Patents and Patent Applications

47. Mexican Patent Application No. 20140004948, filed October 26, 2012 (national phase of PCT/US2012/062306) entitled "Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D".

Brazil Patents and Patent Applications

48. Brazilian Patent Application No. 20131122391, filed February 24, 2012 (national phase of PCT/US2012/026561) entitled "Compositions, methods of treatment and diagnostics for treatment of hepatic steatosis alone or in combination with a Hepatitis C virus infection"; and

49. Brazilian Patent Application No. 20141110049, filed October 26, 2012 (national phase of PCT/US2012/062306) entitled "Oral formulations mimetic of roux-en-y gastric bypass actions on the ileal brake; compositions, methods of treatment, diagnostics and systems for treatment of metabolic syndrome manifestations including insulin resistance, fatty liver disease, hyperlipidemia, and T2D".

EXHIBIT C

Buchhaltung 2019

Volant Holdings GmbH
Giessenstrasse 41
8835 Feusisberg

Bilanz in CHF
per 31.12.2019

Volant Holdings GmbH

Seite: 1
31.03.2020 / 10:35

Bezeichnung Bilanz % Vorjahr per 31.12.2018

Aktiven

Umlaufvermögen

Fl. Mittel und Wertschriften		
1020 Credit Suisse, KK 1260128-31	550.04	794.60
1021 Credit Suisse, KK 1260128-32	33.36	-21.75
Total Fl. Mittel und Wertschriften	583.40	772.85

Übrige kurzfr. Forderungen		
2201 Abrechnungskonto MWST	94.25	27.10
Total Übrige kurzfr. Forderungen	94.25	27.10

Total Umlaufvermögen	677.65	799.95
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Anlagevermögen

Immaterielle Werte		
1700 Patente, Marken, Vertragsrechte	0.00	783'604.65
1790 Übrige immaterielle Anlagen	148'464.00	237'542.40
Total Immaterielle Werte	148'464.00	1'021'147.05

Total Anlagevermögen	148'464.00	1'021'147.05
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Total Aktiven	149'141.65	1'021'947.00
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Passiven

Fremdkapital kurzfristig

Kurzfristige verzinsliche Verbindlichkeiten		
2063 Kontokorrent Volant Pharma AG	251.90	0.00
2140 Kontokorrent TheraBrake Inc.	0.00	543'679.65
2160 Kontokorrent Gesellschafter D r. Georg Nebgen	222.00	222.00
2161 Kontokorrent Step Up Holding AG	7'496.00	5'611.25
Total Kurzfristige verzinsliche Verbindlichkeiten	7'969.90	549'512.90

Bilanz in CHF
per 31.12.2019

Volant Holdings GmbH

Seite: 2
31.03.2020 / 10:35

Bezeichnung	Bilanz	%	Vorjahr per 31.12.2018
Passive Rechnungsabgrenzungen			
2300 Transitorische Passiven	1'500.00		1'500.00
Total Passive Rechnungsabgrenzungen	1'500.00		1'500.00
Total Fremdkapital kurzfristig	9'469.90		551'012.90
Langfristiges Fremdkapital			
Rückstellungen langfristig			
2640 Direkte Steuern	49.95		31.85
2691 Übrige langfristige Rückstellungen	148'464.00		477'467.40
Total Rückstellungen langfristig	148'513.95		477'499.25
Total Langfristiges Fremdkapital	148'513.95		477'499.25
Eigenkapital			
Kapital			
2800 Stammkapital	22'800.00		22'800.00
Total Kapital	22'800.00		22'800.00
Bilanzverlust			
2970 Verlustvortrag	-29'365.15		-27'750.35
2980 Jahresverlust	-2'277.05		-1'614.80
Total Bilanzverlust	-31'642.20		-29'365.15
Total Eigenkapital	-8'842.20		-6'565.15
Total Passiven	149'141.65		1'021'947.00

Erfolgsrechnung in CHF
01.01.2019 bis 31.12.2019

Volant Holdings GmbH

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Bezeichnung Erfolgsrechnung 01.01.2018 bis 31.12.2018

Sonstiger Betriebsaufwand

Sachversich., Abgaben, Gebühren, Bewilligungen

Abgaben, Gebühren, Bewilligung		
6361 Gebühren	74.30	289.30
Total Abgaben, Gebühren, Bewilligung	74.30	289.30
Total Sachversich., Abgaben, Gebühren, Bewilligungen	74.30	289.30

Verwalt.- und Informatikaufw.

Verwaltungsaufwand		
6530 Buchführung	1'250.00	750.00
6531 Unternehmensberatung	500.00	0.00
6532 Beratungsaufwand	0.00	135.00
Total Verwaltungsaufwand	1'750.00	885.00
Total Verwalt.- und Informatikaufw.	1'750.00	885.00

Betriebsergebnis 1 (vor Finanzerfolg)	-1'824.30	-1'174.30
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Betriebsergebnis 2 (vor Abschreibungen)	-1'824.30	-1'174.30
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Finanzaufwand und Finanzertrag

Finanzaufwand		
6940 Bankspesen	179.80	186.50
6943 Kursverluste	2.95	0.00
Total Finanzaufwand	182.75	186.50

Finanzertrag		
6993 Kursgewinne Finanzanlagen	0.00	7.85
Total Finanzertrag	0.00	7.85

Total Finanzaufwand und Finanzertrag	182.75	178.65
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Total Sonstiger Betriebsaufwand	2'007.05	1'352.95
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Betriebsergebnis 3 (vor Nebenerfolgen)	-2'007.05	-1'352.95
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Erfolgsrechnung in CHF
01.01.2019 bis 31.12.2019

Volant Holdings GmbH

Seite: 2
31.03.2020 / 10:37

Bezeichnung	Erfolgsrechnung	01.01.2018 bis 31.12.2018
Betriebsergebnis 4	-2'007.05	-1'352.95
Betriebsfremder, ausserord. Aufwand und Ertrag		
Direkte Steuern		
Direkte Steuern		
8900 Kantons- und Gemeindesteuern	270.00	261.85
Total Direkte Steuern	270.00	261.85
Total Direkte Steuern	270.00	261.85
Total Betriebsfremder, ausserord. Aufwand und Ertrag	270.00	261.85
Abschluss		
Erfolgsrechnung		
9000 Jahresverlust	-2'277.05	-1'614.80
Total Erfolgsrechnung	-2'277.05	-1'614.80
Total Abschluss	-2'277.05	-1'614.80

Kontoblatt

Volant Holdings GmbH

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vom: 01.01.19 bis 31.12.19

31.03.2020 / 10:39

Datum	Blg Text	G-Konto	Soll	Haben	Saldo	Kurs	Saldo LW
1020	Credit Suisse, KK 1260128-31		Währung: CHF				
	Saldo Vortrag				794.60		
03.01.2019	13 Uebertrag	1090		22.11	772.49		
04.02.2019	12 ESTV, MWST Q3/2018	2201	16.10		788.59		
31.03.2019	11 Credit Suisse, Bankspesen	6940		23.70	764.89		
02.04.2019	7 Uebertrag	1090		23.05	741.84		
05.04.2019	8 Uebertrag	1090		101.75	640.09		
03.05.2019	9 ESTV, MWST Q4/2018	2201	11.00		651.09		
30.06.2019	10 Credit Suisse, Bankspesen	6940		24.55	626.54		
11.07.2019	6 ESTV, MWST Q1/2019	2201	46.20		672.74		
05.09.2019	4 Gemeinde Feusisberg, Kehrichtgeb. 2019	6361		80.00	592.74		
30.09.2019	5 Credit Suisse, Bankspesen	6940		21.85	570.89		
31.12.2019	2 Credit Suisse, Bankspesen	6940		20.85	550.04		
	Total Soll		73.30				
	Total Haben			317.86	550.04		
1021	Credit Suisse, KK 1260128-32		Währung: USD				
	Saldo Vortrag				-22.06		-21.75
03.01.2019	24 Uebertrag	1090	22.06		0.00	1.00227	0.36
31.03.2019	22 Credit Suisse, Bankspesen	6940		22.62	-22.62	1.01017	-22.49
31.03.2019	23 Credit Suisse, Bankspesen	6940		0.04	-22.66	1.25	-22.54
02.04.2019	21 Uebertrag	1090	22.66		0.00	1.01721	0.51
05.04.2019	20 Uebertrag	1090	100.00		100.00	1.0175	102.26
30.06.2019	18 Credit Suisse, Bankspesen	6940		23.08	76.92	1.0247	78.61
30.06.2019	19 Credit Suisse, Bankspesen	6940		0.03	76.89	1.66667	78.56
30.09.2019	17 Credit Suisse, Bankspesen	6940		20.92	55.97	0.989484	57.86
31.12.2019	16 Credit Suisse, Bankspesen	6940		21.52	34.45	1.00139	36.31
31.12.2019	31 Credit Suisse USD, Kursausgleich per 31.12.2019	6943		0.00	34.45		33.36
	Total Soll		144.72				
	Total Haben			88.21	34.45		33.36
1090	Geld-Transferkonto		Währung: CHF				
	Saldo Vortrag				0.00		
03.01.2019	13 Uebertrag	1020	22.11		22.11		
03.01.2019	24 Uebertrag	1021		22.11	0.00	1.00227	
02.04.2019	7 Uebertrag	1020	23.05		23.05		
02.04.2019	21 Uebertrag	1021		23.05	0.00	1.01721	
05.04.2019	8 Uebertrag	1020	101.75		101.75		
05.04.2019	20 Uebertrag	1021		101.75	0.00	1.0175	
	Total Soll		146.91				
	Total Haben			146.91	0.00		
1171	Vorsteuer auf Investitionen und übrigen Betriebsaufwand		Währung: CHF				
	Saldo Vortrag				0.00		
31.03.2019	27 UB VST	2201		46.20	-46.20		
04.09.2019	14 BSP Treuhand AG, Buha 2018, Abschluss 2018	2161	96.25		50.05		
04.09.2019	15 WABU Consulting, Unternehmensberatung JAB 18	2161	38.50		88.55		

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Datum	Blg Text	G-Konto	Soll	Haben	Saldo	Kurs	Saldo LW
1171	Vorsteuer auf Investitionen und übrigen Betriebsaufwand		Währung: CHF				
	Saldo Vortrag				88.55		
05.09.2019	4 Gemeinde Feusisberg, Kehrichtgeb. 2019	1020	5.70		94.25		
30.09.2019	28 UB VST	2201		5.70	88.55		
31.12.2019	29 UB VST	2201		88.55	0.00		
	Total Soll		140.45				
	Total Haben			140.45	0.00		
1700	Patente, Marken, Vertragsrechte		Währung: CHF				
	Saldo Vortrag				783'604.65		
31.12.2019	36 Ausb. TheraBrake Inc.Loan USD 816'510, inv. by court verd.	2140		783'604.65	0.00		
	Total Soll		0.00				
	Total Haben			783'604.65	0.00		
1790	Übrige immaterielle Anlagen		Währung: CHF				
	Saldo Vortrag				237'542.40		
31.12.2019	38 Ausb. DLA Piper Rechtsanw. (USD 90'000)	2691		89'078.40	148'464.00		
	Total Soll		0.00				
	Total Haben			89'078.40	148'464.00		
2063	Kontokorrent Volant Pharma AG		Währung: CHF				
	Saldo Vortrag				0.00		
04.06.2019	33 ord. Staats- und Gemeindesteuern 2019	2640		251.90	251.90		
	Total Soll		0.00				
	Total Haben			251.90	251.90		
2140	Kontokorrent TheraBrake Inc.		Währung: CHF				
	Saldo Vortrag				543'679.65		
31.12.2019	36 Ausb. TheraBrake Inc.Loan USD 816'510, inv. by court verd.	1700	783'604.65		-239'925.00		
31.12.2019	37 Ausb. Desert Suppl. LLC Option fee USD 250'000, expired	2691		239'925.00	0.00		
	Total Soll		783'604.65				
	Total Haben			239'925.00	0.00		
2160	Kontokorrent Gesellschafter D r. Georg Nebgen		Währung: CHF				
	Saldo Vortrag				222.00		
2161	Kontokorrent Step Up Holding AG		Währung: CHF				
	Saldo Vortrag				5'611.25		
04.09.2019	14 BSP Treuhand AG, Buha 2018, Abschluss 2018	6530		1'346.25	6'957.50		
04.09.2019	15 WABU Consulting, Unternehmensberatung JAB 18	6531		538.50	7'496.00		
	Total Soll		0.00				
	Total Haben			1'884.75	7'496.00		

Kontoblatt

Volant Holdings GmbH

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Datum	Blg Text	G-Konto	Soll	Haben	Saldo	Kurs	Saldo LW
2201	Abrechnungskonto MWST		Währung: CHF				
	Saldo Vortrag				-27.10		
04.02.2019	12 ESTV, MWST Q3/2018	1020		16.10	-11.00		
31.03.2019	27 UB VST	1171	46.20		-57.20		
03.05.2019	9 ESTV, MWST Q4/2018	1020		11.00	-46.20		
11.07.2019	6 ESTV, MWST Q1/2019	1020		46.20	0.00		
30.09.2019	28 UB VST	1171	5.70		-5.70		
31.12.2019	29 UB VST	1171	88.55		-94.25		
	Total Soll		140.45				
	Total Haben			73.30	-94.25		
2300	Transitorische Passiven		Währung: CHF				
	Saldo Vortrag				1'500.00		
01.01.2019	25 RB TP BSP Treuhand AG, Buha 2018, Abschluss 2018	6530	1'500.00		0.00		
31.12.2019	30 TP BSP Treuhand AG, Buha 2019, Abschluss 2019	6530		1'500.00	1'500.00		
	Total Soll		1'500.00				
	Total Haben			1'500.00	1'500.00		
2640	Direkte Steuern		Währung: CHF				
	Saldo Vortrag				31.85		
04.06.2019	33 ord. Staats- und Gemeindesteuern 2019	2063	251.90		-220.05		
31.12.2019	34 ord. Staats- und Gemeindesteuern 2019	8900		270.00	49.95		
	Total Soll		251.90				
	Total Haben			270.00	49.95		
2891	Übrige langfristige Rückstellungen		Währung: CHF				
	Saldo Vortrag				477'467.40		
31.12.2019	37 Ausb. Desert Suppl. LLC Option fee USD 250'000, expired	2140	239'925.00		237'542.40		
31.12.2019	38 Ausb. DLA Piper Rechtsanw. (USD 90'000)	1790	89'078.40		148'464.00		
	Total Soll		329'003.40				
	Total Haben			0.00	148'464.00		
2800	Stammkapital		Währung: CHF				
	Saldo Vortrag				22'800.00		
2970	Verlustvortrag		Währung: CHF				
	Saldo Vortrag				-27'750.33		
01.01.2019	26 UB Jahresverlust 2018	2980	1'614.82		-29'365.15		
	Total Soll		1'614.82				
	Total Haben			0.00	-29'365.15		
2980	Jahresverlust		Währung: CHF				
	Saldo Vortrag				-1'614.82		
01.01.2019	26 UB Jahresverlust 2018	2970		1'614.82	0.00		

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Volant Holdings GmbH

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vom: 01.01.19 bis 31.12.19

31.03.2020 / 10:39

Datum	Big Text	G-Konto	Soll	Haben	Saldo	Kurs	Saldo LW
2980	Jahresverlust		Währung: CHF				
	Saldo Vortrag				0.00		
31.12.2019	35 Verlust GJ 2019	9000	2'277.05		-2'277.05		
	Total Soll		2'277.05				
	Total Haben			1'614.82	-2'277.05		
6361	Gebühren		Währung: CHF				
	Saldo Vortrag				0.00		
05.09.2019	4 Gemeinde Feusisberg, Kehrichtgeb. 2019	1020	74.30		74.30		
	Total Soll		74.30				
	Total Haben			0.00	74.30		
6530	Buchführung		Währung: CHF				
	Saldo Vortrag				0.00		
01.01.2019	25 RB TP BSP Treuhand AG, Buha 2018, Abschluss 2018	2300		1'500.00	-1'500.00		
04.09.2019	14 BSP Treuhand AG, Buha 2018, Abschluss 2018	2161	1'250.00		-250.00		
31.12.2019	30 TP BSP Treuhand AG, Buha 2019, Abschluss 2019	2300	1'500.00		1'250.00		
	Total Soll		2'750.00				
	Total Haben			1'500.00	1'250.00		
6531	Unternehmensberatung		Währung: CHF				
	Saldo Vortrag				0.00		
04.09.2019	15 WABU Consulting, Unternehmensberatung JAB 18	2161	500.00		500.00		
	Total Soll		500.00				
	Total Haben			0.00	500.00		
6940	Bankspesen		Währung: CHF				
	Saldo Vortrag				0.00		
31.03.2019	11 Credit Suisse, Bankspesen	1020	23.70		23.70		
31.03.2019	22 Credit Suisse, Bankspesen	1021	22.85		46.55	1.01017	
31.03.2019	23 Credit Suisse, Bankspesen	1021	0.05		46.60	1.25	
30.06.2019	10 Credit Suisse, Bankspesen	1020	24.55		71.15		
30.06.2019	18 Credit Suisse, Bankspesen	1021	23.65		94.80	1.0247	
30.06.2019	19 Credit Suisse, Bankspesen	1021	0.05		94.85	1.66667	
30.09.2019	5 Credit Suisse, Bankspesen	1020	21.85		116.70		
30.09.2019	17 Credit Suisse, Bankspesen	1021	20.70		137.40	0.989484	
31.12.2019	2 Credit Suisse, Bankspesen	1020	20.85		158.25		
31.12.2019	16 Credit Suisse, Bankspesen	1021	21.55		179.80	1.00139	
	Total Soll		179.80				
	Total Haben			0.00	179.80		
6943	Kursverluste		Währung: CHF				
	Saldo Vortrag				0.00		
31.12.2019	31 Credit Suisse USD, Kursausgleich per 31.12.2019	1021	2.95		2.95	0	

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Volant Holdings GmbH

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Datum	Blg Text	G-Konto	Soll	Haben	Saldo	Kurs	Saldo LW
6943	Kursverluste		Währung: CHF				
	Saldo Vortrag				2.95		
	Total Soll		2.95				
	Total Haben			0.00	2.95		
8900	Kantons- und Gemeindesteuern		Währung: CHF				
	Saldo Vortrag				0.00		
31.12.2019	34 ord. Staats- und Gemeindesteuern 2019	2640	270.00		270.00		
	Total Soll		270.00				
	Total Haben			0.00	270.00		
9000	Jahresverlust		Währung: CHF				
	Saldo Vortrag				0.00		
31.12.2019	35 Verlust GJ 2019	2980		2'277.05	-2'277.05		
	Total Soll		0.00				
	Total Haben			2'277.05	-2'277.05		

MINUTES

of the

Annual General Meeting

of

Volant Holdings GmbH

in Feusisberg, Switzerland (CHE-146.399.641)

(the "Company")

held on 09 June 2020, starting 10 a.m. CET

Giessenstrasse 41, 8835 Feusisberg

Participants

- Dr. Georg Nebgen – Chair of the meeting & Minute Taker

A. Opening and Constitution

Dr. Georg Nebgen opens the meeting and, after the meeting has appointed him as chairman of the meeting, takes the chair and is appointed as minute taker.

The chairman declares that:

- The invitation to this meeting was sent out on 18 May 2020 with the agenda. On 8 June 2020 an addendum for agenda Item 6 was sent out.
- He, Dr. Georg Nebgen is representing
 - himself with 70 quotas, and
 - based on a power of attorney presented at the meeting Mr. Joseph Fayad with 70 quotas, and
 - based on a power of attorney presented at the meeting Mr. Parviz Ghahramani with 18 quotas
 - based on a power of attorney presented at the meeting Jerome J. Schentag with 70 quotas
- Accordingly, 228 of the 228 quotas are represented.
- Today's meeting is validly constituted.

No objection is made against these declarations.

B. Deliberations and resolutions

The chairman starts with the deliberations and resolutions of the agenda:

1. Approval Annual Accounts 2018

It is proposed to approve the presented Annual Accounts 2018.

The chairman states that the annual financial statements including audit opinion for the year ending December 31, 2018 had been sent out.

He notes that the Annual Accounts 2018 displayed a loss of CHF 1'615. He expects an improvement in 2019.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The Annual Accounts 2018 of the Company as presented are approved.

2. Appropriation of Result 2018:

It is proposed to carry forward the loss to the next year.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The loss in 2018 of CHF 1'615 is carried forward to the next year.

3. Approval Annual Accounts 2019

It is proposed to approve the presented Annual Accounts 2019.

The chairman states that the annual financial statements including audit opinion for the year ending December 31, 2019 had been sent out.

He notes that the Annual Accounts 2019 displayed a loss of CHF 2'277.

The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

:/// The Annual Accounts 2019 of the Company as presented are approved.

4. Appropriation of Result 2019:

It is proposed to carry forward the loss to the next year.

The Annual General Meeting takes the following resolution:

PATENT
REEL: 054278 FRAME: 0459

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

://: The loss in 2019 of CHF 2'277 is carried forward to the next year.

5. Discharge of the Management Board

It is proposed that a full discharge be granted to all members of the Management Board and the persons entrusted with the management for their activities in the year 2018 and 2019.

The Annual General Meeting takes the following resolution:

- Yes votes: 70
- No Votes: 70
- Abstention votes: 88

://: The full discharge of the members of the Management Board Alexandra Goll and Georg Nebgen for their activities in the year 2018 and 2019 is not granted.

6. Election Managing Director

The chairman referred to a proposed change of agenda Item 6 sent by Georg Nebgen to all Quotaholders prior to the Annual General Meeting. Quote: "I refer to the invitation dated May 18, 2020 for the Annual General Meeting of the shareholders of Volant Holdings GmbH. I have to inform you about the following change of the agenda item 6: I have decided not to be available for another term as Managing Director of the company. Thus, I would not accept the appointment as Managing Director, if I was elected. I have the pleasure to inform you that Joe Fayad is willing to take over as Managing Director of the company. I therefore propose that the agenda of the Annual General Meeting is amended as follows:

Proposal: Joe Fayad shall be elected as Managing Director for a term end with the annual general meeting approving the accounts for the year 2020."

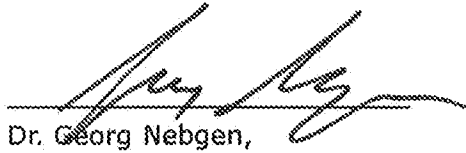
The Annual General Meeting takes the following resolution:

- Yes votes: 158
- No Votes: 70
- Abstention votes: 0

://: Joseph Fayad is elected as Managing Director of the Company for a term of office to end with the next Annual General Meeting.

After all agenda items have been dealt with, the chairman closes the meeting at 10:25 a.m. CET.

For the minutes

A handwritten signature in black ink, appearing to read 'Georg Nebgen', written over a horizontal line.

Dr. Georg Nebgen,
Chairman of the Meeting & Minute Taker

EXHIBIT D

OPTION AGREEMENT

This agreement, effective as of the last date of the signature lines below, is made by and between TheraBrake, Inc., a Delaware corporation residing at 100 Crosby Boulevard, Eggertsville, NY 14226 ("TheraBrake") and Desert Supplements, LLC, a Nevada limited liability company with its principal place of business at Suite 102-383, 4262 Blue Diamond Road, Las Vegas, NV 89139 ("Desert").

WHEREAS, the parties entered into a license agreement dated November 19, 2013 (the "License Agreement");

WHEREAS, TheraBrake desires an option to terminate the license agreement;

WHEREAS, Desert is willing to grant such an option;

NOW, THEREFORE, in consideration of ten dollars and other valuable consideration, the parties agree as follows:

1. Desert grants TheraBrake an option to terminate the License Agreement upon payment of a lump sum of \$250,000 (the "Option"). The Option shall be exercisable by TheraBrake anytime within two years of the effective date of this Agreement.



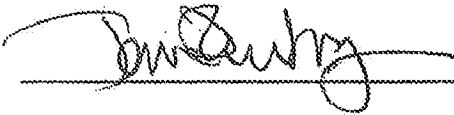
2. Upon exercise of the Option, Desert shall have 60 days to dispose of any inventory of product produced under the License Agreement, but shall cease advertising and promotion of such product as soon as practical after exercise of the Option but, in no event, no later than 30 days after exercise of the Option.

3. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties sign:

THERABRAKE, INC.

DESERT SUPPLEMENTS, LLC





Date: 04 30th 2014

Date: 10/30/14



EXHIBIT E

**Filing Receipt for Trademark/Service Mark Application for Registration
on the Principal Register
and Next Steps in the Application Process**

Thank you for submitting your trademark application to the U.S. Patent and Trademark Office (USPTO). This filing receipt confirms your mark and serial number, describes next steps in the application process, and includes the information submitted in your application. Please read this receipt carefully and keep a copy for your records.

For an overview of important things to know after filing your application, visit our website to read the [After You File](#) page and watch video number 9 "[After You File](#)."

1. Your mark. Volant Holdings, GmbH (Standard Characters, mark.jpg)

The literal element of the mark consists of Volant Holdings, GmbH. The mark consists of standard characters, without claim to any particular font style, size, or color.

2. Your serial number. Your application was assigned serial number '90293296'. You must refer to your serial number in all communications about your application.

3. What happens next—legal examination. Your mark will not be registered automatically. In approximately three months, your application will be assigned to a USPTO examining attorney for review. The attorney will determine if your application meets all applicable legal requirements, and if it doesn't you will be notified in an email with a link to the official Office action (official letter from the USPTO). Visit our website for an explanation of [application process timelines](#).

If your mark includes a design element, we will assign it one or more [design search codes](#). We will notify you of these codes within the next few weeks and you can suggest that we add or delete a design search code from your file.

4. Keep your addresses current in USPTO records. We do not extend filing deadlines if you do not receive USPTO mail or email. If your postal address or email address changes, you must update the correspondence or owner's address using the [address forms](#) on our website.

5. Check your application status in our database every three to four months. To be sure that you don't miss an important email from us, and to avoid the possible [abandonment](#) of your application, check your application status and review your documents in our database, [Trademark Status and Document Retrieval \(TSDR\)](#), every three to four months.

6. Warning about private companies offering trademark-related services. Private companies may send you communications that resemble official USPTO communications. These private companies are not associated with the USPTO. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, Virginia, and from emails with the domain "uspto.gov." If you are unsure about whether the correspondence is from us, check your records in our database, [TSDR](#). Visit our website for more information on trademark-related [communications that may resemble official USPTO communications](#).

7. Questions? Please visit our [website](#), [email us](#), or call us at 1-800-786-9199 and select option 1.

8. **Application data.** If you find an error in the data below, visit the [After You File](#) page on our website for information on correcting errors.

The information submitted in the application appears below:

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 147B (Rev 09/2005)
OMB No. 0651-0009 (Exp 02/28/2021)

Trademark/Service Mark Application, Principal Register
TEAS Plus Application

*NOTE: Data fields with the * are mandatory. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.*

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	mark.jpg
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Volant Holdings, GmbH
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
APPLICANT INFORMATION	
*OWNER OF MARK	Sapienza Research, LLC
*MAILING ADDRESS	1116 W. Farm
*CITY	Saratoga
*STATE (Required for U.S. applicants)	Wyoming
*COUNTRY/REGION/JURISDICTION/U.S. TERRITORY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	82331
*DOMICILE	Alverson Taylor & Sanders 6605 Grand Montecito Pkwy. #200 Las Vegas, NV 89149

PHONE	702-521-5800
FAX	7023857000
*EMAIL ADDRESS	afayad@amfworldwide.com
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY
*STATE/COUNTRY/REGION/JURISDICTION/U.S. TERRITORY WHERE LEGALLY ORGANIZED	Wyoming
GOODS AND/OR SERVICES AND BASIS INFORMATION	
*INTERNATIONAL CLASS	045
*IDENTIFICATION	Consulting in the field of intellectual property licensing
*FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 01/01/2015
FIRST USE IN COMMERCE DATE	At least as early as 01/01/2015
SPECIMEN FILE NAME(S)	SPE0-3-17469185106-202011 02131818580258__US__In t _I_Patents_Held_by_Volant
	SPE0-1-17469185106-202011 02131818580258__US_Pate n ts_Held_by_Volant_Holding
SPECIMEN DESCRIPTION	Complete list of Intellectual Property owned by Volant Holdings, GmbH
ADDITIONAL STATEMENTS INFORMATION	
*TRANSLATION (if applicable)	
*TRANSLITERATION (if applicable)	
*CLAIMED PRIOR REGISTRATION (if applicable)	
*CONSENT (NAME/LIKENESS) (if applicable)	
*CONCURRENT USE CLAIM (if applicable)	
CORRESPONDENCE INFORMATION	

NAME	Sapienza Research, LLC
PRIMARY EMAIL ADDRESS FOR CORRESPONDENCE	afayad@amfworldwide.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES)	afayad@alversontaylor.com
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Plus
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	225
*TOTAL FEES DUE	225
*TOTAL FEES PAID	225
SIGNATURE INFORMATION	
* SIGNATURE	/Alexandre Fayad/
* SIGNATORY'S NAME	Sapienza Research, LLC
* SIGNATORY'S POSITION	Manager
SIGNATORY'S PHONE NUMBER	702-521-5800
* DATE SIGNED	11/02/2020

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PTO Form 1478 (Rev 06/2016)

OMB No. 0651-0009 (Exp 02/28/2021)

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 90293296

Filing Date: 11/02/2020

To the Commissioner for Trademarks:

The applicant, Sapienza Research, LLC, a limited liability company legally organized under the laws of Wyoming, having an address of

1116 W. Farm

Saratoga, Wyoming 82331

United States

702-521-5800(phone)

7023857000(fax)

afayad@amfworldwide.com

Domiciled at: Alverson Taylor & Sanders 6605 Grand Montecito Pkwy. #200 Las Vegas, NV 89149

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 045: Consulting in the field of intellectual property licensing

Use in Commerce: The applicant is using the mark in commerce on or in connection with the identified goods/services. The applicant attaches, or will later submit, one specimen as a JPG/PDF image file showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, regardless of whether the mark itself is in the standard character format or is a stylized or design mark. The specimen image file may be in color, and the image must be in color if color is being claimed as a feature of the mark.

In International Class 045, the mark was first used by the applicant or the applicant's related company or licensee predecessor in interest at least as early as 01/01/2015, and first used in commerce at least as early as 01/01/2015, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) Complete list of Intellectual Property owned by Volant Holdings, GmbH.

Specimen-1 [SPE0-3-17469185106-202011 02131818580258 __US__ Int
_I Patents Held by Volant Holdings GmbH.pdf]

Specimen-2 [SPE0-1-17469185106-202011 02131818580258 __US_Paten
ts Held by Volant Holding s GmbH.pdf]

The applicant's current Correspondence Information:

Sapienza Research, LLC

PRIMARY EMAIL FOR CORRESPONDENCE: afayad@amfworldwide.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): afayad@alversontaylor.com

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the applicant owner/holder and the applicant owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$225 has been submitted with the application, representing payment for 1 class(es).

Declaration

Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
 - The applicant has a bona fide intention to use the mark in commerce and had a bona fide intention to use the mark in commerce as of the application filing date on or in connection with the goods/services in the application; and
 - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry

reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Alexandre Fayad/ Date: 11/02/2020

Signatory's Name: Sapienza Research, LLC

Signatory's Position: Manager

Signatory's Phone Number: 702-521-5800

Thank you,

The TEAS support team

Mon Nov 02 13:44:58 ET 2020

STAMP: USPTO/FTK-174.69.185.106-20201102134458321646-90293296-

7505966d887a916627b1d42f77dbc8ac7804de1e815ac52753a28fb85725a7178fe-CC-44573322-

20201102131818580258