

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN WAYNE KENNEDY	12/11/2018
RECEIVING PARTY DATA	
Name:	GRUPO ION BIOTECH, S.A.P.I. DE C.V.
Street Address:	PLAZA MARINA LOCAL C1
Internal Address:	MARINA VALLARTA, C.P.
City:	PUERTO VALLARTA, JALISCO
State/Country:	MEXICO
Postal Code:	48335
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17466974
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	docketing@grablemartin.com
Correspondent Name:	GRABLE MARTIN FULTON PLLC
Address Line 1:	750 N. SAINT PAUL ST., STE. 250
Address Line 2:	PMB 51281
Address Line 4:	DALLAS, TEXAS 75201-3206
ATTORNEY DOCKET NUMBER:	GRUPO
NAME OF SUBMITTER:	DENISE WILSON
SIGNATURE:	/Denise Wilson/
DATE SIGNED:	01/20/2023
Total Attachments: 36	
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PATENT LICENSE AGREEMENT

This Patent License Agreement ("Agreement"), dated as of 11 TH OF DECEMBER 2018 (the "Effective Date"), is by and between JOHN WAYNE KENNEDY, a United States citizen having an address at 101 Beachside Drive, Stevensville, MD 21666, USA ("Licensor"), and GRUPO ION BIOTECH, S.A.P.I. de C.V., a Mexican Corporation having its executive offices located at Plaza Marina Local C1, Marina Vallarta, C.P. 48335, Puerto Vallarta, Jalisco, México ("Licensee").

WHEREAS, Licensor is an inventor and owner who has the right to grant the license contemplated herein to the Licensed Patents (as defined in Schedule A); and

WHEREAS, Licensee wishes to practice the Licensed Patents in the Field of Use (as defined below) in the Territory (as defined below) in connection with the Licensed Products/Processes (as defined below) and Licensor is willing to grant to Licensee a license to the Licensed Patents on the terms and conditions set out in this Agreement.

WHEREAS, Licensee has provided to Licensor a written research and development plan under which Licensee intends to bring the subject matter of the licenses granted hereunder into commercial use upon execution of this Agreement. Such plan includes projections of sales and proposed marketing efforts.

WHEREAS, Licensee will assume responsibility for the preparation of the Licensed Products in final form for commercial sale and distribution, and to assume primary responsibility for providing data demonstrating the safety, purity, and potency of the final product. Licensee is to assume primary responsibility for any post approval obligations, such as post marketing clinical trials, additional product stability studies, complaint handling, recalls, and promotional labeling materials as required under applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein/ and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

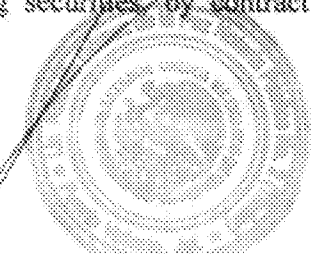
1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Action" has the meaning set forth in Section 11.1.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Auditor" has the meaning set forth in Section 5.2(a).

"Bankruptcy Code" has the meaning set forth in Section 13.1.



"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Puerto Vallarta are authorized or required by Law to be closed for business.

"Confidential Information" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing, in each case to the extent it is: (a) if in tangible form, marked as confidential; or (b) otherwise, identified at the time of disclosure as confidential and confirmed in writing as such within three (3) days after disclosure. Without limiting the foregoing, Confidential Information includes the terms and existence of this Agreement.

Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (a) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (b) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (c) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (d) was received by the Receiving Party from a Third Party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

"Disclosing Party" has the meaning set forth in Section 9.1.

"Earned Royalty" has the meaning set forth in Section 4.2.

"Effective Date" has the meaning set forth in the preamble.

"Field of Use" means the fields listed in Schedule B.

"Force Majeure Event" has the meaning set forth in Section 1.2.

"Improvement" means (a) any new or modified product that performs the same or similar function as the Licensed Products but (i) does so in a better or more economical way (including by reason of better quality, ease of use, efficacy, safety, or performance); (ii) has a longer shelf or service life; (iii) has additional or broader functions or applicability; (iv) costs less to manufacture, package, distribute, or otherwise commercialize; (v) has a better appearance; or (vi) is more marketable for any reason, than the Licensed Products; or (b) any enhancement, modification, extension, to the technology that is the subject of the Licensed Patents, including any invention that addresses disease mitigation and reversal of harmful effects of environmental factors in Humans and Animals.

"Improvement Notice" has the meaning set forth in Section 3.1.

"Indemnitee" has the meaning set forth in Section 12.1.

"ION Biotechnologies" means one or more cosmetic/pharmaceutical grade ionic bioavailable

minerals that are essential ingredients used to produce Licensed Products using Licensed Processes and/or Trade Secrets provided by Licensor.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Licensed Patents" means (a) the patents and patent applications listed in Schedule A, all patents issuing from the patent applications listed in Schedule A and all continuations, continuations-in-part, divisions, extensions, substitutions, reissues, re-examinations and renewals of any of the foregoing, and (b) any patents issuing from all yet-to-be-filed applications in any country/jurisdiction that name John Wayne Kennedy as an inventor, whether claiming priority or benefit from any of the patents or patent applications identified in subsection (a) that addresses disease mitigation and reversal of harmful effects of environmental factors that can be applied to the Field of Use.

"Licensed Products/Processes" means the manufacture, produce, use, offer for sale, sale or importation of which Licensee would, but for this Agreement, infringe a Valid Claim in a jurisdiction where such a Valid Claim exists.

"Licensee" has the meaning set forth in the preamble.

"Licensor" has the meaning set forth in the preamble.

"Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Net Sales Price" means Licensee's invoice price less returns, allowances or credits, rebates, excise, sales, use or value-added taxes, costs of packing, transportation and insurance, delivery charges, cash and trade discounts allowed, import duty, and commissions to non-affiliated brokers/agents.

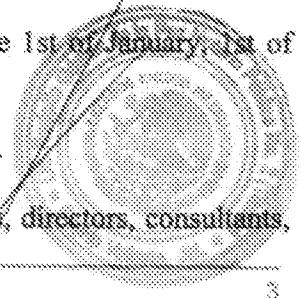
"Payment Statement" has the meaning set forth in Section 4.8(c).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Quarterly Period" means each three-month period commencing on the 1st of January, 1st of April, 1st of July, and 1st of October.

"Receiving Party" means the party that receives Confidential Information.

"Representatives" means a party's and its Affiliates' employees, officers, directors, consultants,



and legal advisors.

"**Sell-off Period**" has the meaning set forth in Section 13.5.

"**Sublicensing Royalty**" has the meaning set forth in Section 4.7.

"**Term**" has the meaning set forth in Section 13.1.

"**Territory**" means those countries identified in **Schedule C**.

"**Trade Secrets**" means the proprietary and confidential Licensed Processes developed by Licensor for producing ION Biotechnologies and using ION Biotechnologies to produce Licensed Products;

"**Valid Claim**" means a claim of an unexpired issued or granted Licensed Patent as long as the claim has not been admitted by Licensor or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a tribunal or governmental agency of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Grant.

2.1 Scope of Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term:

(a) an EXCLUSIVE right and license under the Licensed Patents to make, have made, use, offer to sell, sell, import, research, and/or develop Licensed Products in the Field of Use in the Territory; and

(b) a NON-EXCLUSIVE right and license under the Licensed Patents to make, have made, use, offer to sell, sell, import research, and/or develop Licensed Products in the Field of Use outside of the Territory.

2.2 Sublicensing. Licensor hereby grants to Licensee the right to grant sublicenses of any of its rights under the Licensed Patents in accordance with the terms of this Agreement, subject to the prior approval of Licensor or its Affiliate, which shall not be unreasonably withheld. The Licensee shall have the ability to determine the identity of any sublicensee, the applicable licensee fees or royalty rates, if any, and other terms and conditions of the sublicense.

3. Improvements.

3.1 Notice of Improvements. If Licensor files a patent application anywhere for any Improvement, Licensor shall provide written notice (the "**Improvement Notice**") to Licensee within thirty (30) Business Days after the filing date of the patent application with a copy of the patent application and such other details of the Improvement as Licensee reasonably requires to effectively evaluate the Improvement.

3.2 License to Improvements. Any patent application covering Improvements conceived, made, or

reduced to practice by John Wayne Kennedy (Licensor) and any Affiliate thereof is automatically deemed a Licensed Patent under this Agreement.

3.3 No Grant-backs. All right, title and interest in an Improvement conceived, made, or reduced to practice by Licensee and any Affiliate thereof during the Term of this Agreement, and all of Licensee's patents and patent applications claiming its Improvements shall:

- (a) remain the sole and exclusive property of Licensee; and
- (b) Licensor shall have a first right of refusal to license and sublicense Licensee's improvement patents, its terms to be negotiated.

4. Royalties.

4.1 Upfront Payment. On or before the Effective Date, Licensee shall issue to Licensor such

4.3 Royalty Stacking. If, during the Term, Licensee in its sole discretion takes a royalty bearing license under patent rights owned by a third party to make, use, offer to sell, sell or import any Licensed Product in the Field of Use in the Territory, Licensee may deduct from any Earned Royalty due under this Agreement on the Net Sales Price of such Licensed Products in the Field of Use the royalties actually paid by Licensee to each such third party for such Licensed Product.

4.5 Payment Terms, Royalty Statements, and Progress Report.

(a) All Earned Royalties and Sublicensing Royalties and any other sums payable under this Agreement shall be paid in U.S. dollars by wire transfer to a bank account to be designated in writing by Licensor within thirty (30) Business Days of the end of each successive Quarterly Period. For the purpose of converting the local currency in which any royalties arise into US dollars, the rate of exchange to be applied shall be the rate of exchange in effect for the date when the relevant payment first becomes due as reported in the Wall Street Journal.

(b) If Licensee is prohibited by a governmental authority in any country from making any payment due under this Agreement then, within the prescribed period for making the payment Licensee shall promptly request permission from the governmental authority to make the payment and shall make the payment within thirty (30) Business Days after receiving permission. If such permission is not received within thirty (30) Business Days after Licensee's request then Licensee, at its option, shall either deposit the payment in the currency of the relevant country in a bank account within that country designated by Licensor or make the payment to an associated company of Licensor designated by Licensor and having an office in the relevant country or in another country designated by Licensor.

(c) Payments to Licensor pursuant to Section 4.2 and Section 4.5 shall be accompanied by a statement (a "Payment Statement") showing:

(i) the cost to Licensee to acquire the ION Biotechnologies material to produce Licensed Products, and the total sublicensing income received by Licensee in the relevant Quarterly Period;

(ii) a detailed accounting of all deductions made from royalties; and

(iii) the Quarterly Period for which the Earned Royalty and the Sublicensing Royalty was calculated.

(d) Licensee shall, no later than sixty (60) days after June 30 of each calendar year, provide to Licensor a written annual Progress Report that describes progress made, where applicable, in research and development, regulatory approvals, manufacturing, sublicensing, and marketing and sales in the preceding twelve (12) month period, and future plans for the forthcoming year.

4.6 Payment Disputes. Licensee may withhold from payment any and all payments and amounts Licensee disputes in good faith, pending resolution of the dispute provided that Licensee:

(a) timely pays all amounts not subject to dispute;

(b) notifies Licensor of the dispute prior to the due date, specifying in such notice:

(i) the amount in dispute; and

(ii) the reason for the dispute set out in sufficient detail to facilitate investigation by

Licensors and resolution by the parties.

(c) works with Licensor in good faith to resolve the dispute promptly; and

(d) promptly pays any amount determined to be due by resolution of the dispute.

5. Records and Audit.

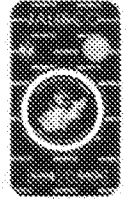
5.1 Records. Licensee shall keep records of its and its sublicensees' Licensed activities reasonably necessary for the calculation of payments to be made to Licensor hereunder. However, Licensee has no (a) duty of trust or other fiduciary relationship with Licensor regarding the maintenance of the records or the calculation and reporting of royalties; or (b) obligations to maintain any records except in accordance with its own document retention policy.

5.2 Audit.

(a) Licensor, at its own expense, may, for a period of one year after receiving any Payment Statement from Licensee, nominate an independent Certified Public Accountant acceptable to Licensee (the "Auditor"), who will have access to Licensee's sales and sublicensing income records for the Licensed Products upon reasonable notice to Licensee and during Licensee's normal business hours solely for the purpose of verifying the Earned Royalty and Sublicensing Royalty payments made under this Agreement. The Auditor shall not in any way be compensated (in whole or in part) contingent on the outcome of the audit and shall conduct such audit in a manner designed to minimize disruption of Licensee's normal business operations. All information and materials made available to or otherwise obtained or prepared by or for the Auditor in connection with such audit shall be deemed Licensee's Confidential Information and shall be subject to the Auditor's entry, prior to conducting the audit, into a written agreement with Licensee containing confidentiality and restricted use obligations at least as restrictive as those set out in Section 9. Licensor may not exercise this right more than once in any calendar year and the Auditor shall only disclose to Licensor information limited to the accuracy of the Payment Statement and any deficiency in the payment made, or overpayment.

(b) Licensor shall provide to Licensee a copy of the Auditor's audit report within ten (10) Business Days of Licensor's receipt of the report. If the report shows that payments made by Licensee are deficient, Licensee shall pay Licensor the deficient amount within thirty (30) Business Days after Licensee's receipt of the audit report. If the report shows that payments made by Licensee are in excess of the required payment, Licensor shall pay Licensee the excess amount at the time it provides the copy of the Auditor's audit report to Licensee.

(c) The failure of Licensor to request verification of any Payment Statement during the one year period after receipt of such Payment Statement is deemed acceptance by Licensor of the accuracy of the Payment Statement and the payments made by Licensee in accordance with the Payment Statement.



6. Patent Prosecution and Maintenance.

6.1 Patent Prosecution and Maintenance. Licensor shall, with consultation with Licensee, be responsible for the preparation, filing, prosecution, and maintenance of any and all patent applications and patents included in Licensed Patents, and Licensor is responsible for all such future expenses associated with such patent activity. Licensor shall promptly notify Licensee in a timely manner any change or pending change in status including:

- (a) prosecution and issuance of any improvement patent application deemed to be subject to this Agreement;
- (b) maintenance of any Licensed Patent;
- (c) pay all fees and expenses associated with its activities pursuant to Section 6.1(a) and Section 6.1(b);
- (d) keep Licensee currently informed of the filing and progress of all material aspects of the prosecution of such patent application, and the issuance of patents from any such patent application;
- (e) consult with Licensee concerning any decisions which could affect the scope or enforcement of any issued claims or the potential abandonment of such patent application or patent; and
- (f) notify Licensee in writing of any additions, deletions or changes in the status of such patent or patent application.

6.2 Abandonment. If Licensor wishes to abandon any patent application or patent that is a Licensed Patent, or cannot pay any expense associated with the prosecution or maintenance of any Licensed Patent, it shall give Licensee at least thirty (30) days prior written notice prior to any due date or abandonment. Licensor shall not abandon any Licensed Patent except upon the prior written consent of Licensee. On Licensee's request, which may be provided at any time after the notice of desired abandonment, Licensor shall assign to Licensee any such patent application and patent Licensor wishes to abandon or cede ownership. Effective as of the effective date of the assignment, such patent application and patent shall no longer be a Licensed Patent and Licensee shall not have any further royalty or other payment obligation for such patent application and patent.

7. Third-Party Infringement.

7.1 A party receiving notice of alleged infringement of any Licensed Patent in the Territory, or having a declaratory judgment action alleging invalidity or noninfringement of any Licensed Patent in the in the Territory brought against it, shall promptly provide written notice to the other party of the alleged infringement or declaratory judgment action, as applicable.

7.2 Licensee shall have the right, at its own expense, to bring suit or defend a declaratory judgment action and control the conduct thereof, including settlement, to stop infringement of any

Licensed Patent where it has exclusive rights under this Agreement. Licensor may elect to join Licensee as a party to the suit or action and cooperate fully with Licensee. Licensee shall reimburse Licensor for any cost Licensor incurs, including reasonable attorneys' fees, as part of an action brought by Licensee. Licensee may deduct from its royalty payments to Licensor an amount not exceeding fifty percent (50%) of Licensee's expenses and costs of such action, including reasonable attorneys' fees, provided that such reduction shall not exceed fifty percent (50%) of the total royalty due to Licensor in each respective calendar year. If such fifty percent (50%) of Licensee's expenses and costs exceed the amount of royalties deducted by Licensee for any calendar year, Licensee may to that extent reduce the royalties due to Licensor from Licensee in succeeding calendar years, but never by more than fifty percent (50%) of the total royalty due in any one year with respect to the patent(s) subject to suit.

7.3 No settlement, consent judgment or other voluntary final disposition of the suit may be entered without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Recoveries or reimbursements from actions commenced pursuant to this Article shall first be applied to reimburse Licensee and Licensor for litigation costs not paid from royalties and then to reimburse Licensor for royalties deducted by Licensee.

7.5 If Licensee elects not to exercise its right to prosecute an infringement of the Licensed Patents, Licensor may do so at its own expense, controlling such action and retaining all recoveries therefrom. Licensee shall cooperate fully with Licensor in connection with any such action.

8. Compliance with Laws.

8.1 Regulatory Clearance. Licensor shall reasonably cooperate with Licensee in obtaining any clearances from governmental agencies to market the Licensed Products.

8.2 Recordation of License. Licensor shall record this Agreement as required by the laws of each jurisdiction in the Territory as a prerequisite to enforceability of this Agreement or for other reasons and any recordation fees and related costs and expenses shall be at Licensor's expense.

9. Confidentiality.

9.1 Confidentiality Obligations. Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other party (the "Disclosing Party"). As a condition to being furnished with Confidential Information, the Receiving Party agrees, during the Term to:

(a) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement; and

(b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 9.2, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

(i) have a "need to know" for purposes of the Receiving Party's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement;

(ii) have been apprised of this restriction; and

(iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section 9, provided further that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this Section 9.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

9.2 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section 9; and

(b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has, and throughout the Term shall retain, the full right, power, and authority to enter into

this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and

(d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of that party, enforceable against that party in accordance with its terms.

10.2 Licensor's Representations and Warranties. Licensor represents and warrants that:

(a) The patents and patent applications identified on Schedule A are all the patents and patent applications owned by Licensor, or in which Licensor has a licensable interest, that are necessary or useful for Licensee to make, have made, use, offer to sell, sell, and import the Licensed Products in the Field of Use in the Territory;

(b) it is the sole and exclusive legal and beneficial owner/has sole and exclusive control (by ownership, license or otherwise) of the entire right, title, and interest in and to the Licensed Patents, and is the record owner of all patent applications and issued patents that are Licensed Patents;

(c) it has, and throughout the Term, will retain the unconditional and irrevocable right, power and authority to grant the license hereunder;

(d) neither its grant of the license, nor its performance of any of its obligations, under this Agreement does or to its knowledge will at any time during the Term:

(i) conflict with or violate any applicable Law;

(ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or

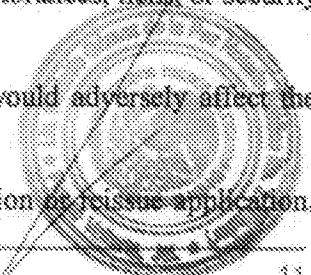
(iii) require the provision of any payment or other consideration to any third party.

(e) it has not granted and will not grant any licenses or other contingent or non-contingent right, title or interest under or relating to Licensed Patents, or is or will be under any obligation, that does or will conflict with or otherwise affect this Agreement, including any of Licensor's representations, warranties, or obligations or Licensee's rights or licenses hereunder;

(f) there neither are nor at any time during the Term will be any encumbrances, liens, or security interests involving any Licensed Patent;

(g) to its knowledge, no prior art or other information exists that would adversely affect the validity, enforceability, term, or scope of any Licensed Patent;

(h) there is no settled, pending or to its knowledge threatened litigation or reissue application,



re-examination, post-grant, *inter partes* or covered business method patent review, interference, derivation, opposition, claim of invalidity, or other claim or proceeding (including in the form of any offer to obtain a license):

(i) alleging the unpatentability, invalidity, misuse, unregistrability, unenforceability, or noninfringement of, or error in any Licensed Patent; or

(ii) challenging Licensor's ownership of, or right to practice or license, any Licensed Patent, or alleging any adverse right, title, or interest with respect thereto; or

(iii) alleging that the practice of any Licensed Patent or the making, using, offering to sell, sale, or importation of any Licensed Product in the Field of Use in the Territory does or would infringe, misappropriate, or otherwise violate any patent, trade secret, or other intellectual property of any third party.

(i) it has no knowledge of any factual, legal, or other reasonable basis for any litigation, claim, or proceeding described in Section 10.2(h);

(j) it has not received any written, oral, or other notice of any litigation, claim, or proceeding described in Section 11.2(h); and

(k) it has not brought or threatened any claim against any third-party alleging infringement of any Licensed Patent, nor, to its knowledge, is any third party infringing or, to its knowledge, preparing or threatening to infringe any patent, or practicing any claim of any patent application, included as a Licensed Patent.

11. Exclusion of Consequential and Other Direct Damages. To the fullest extent permitted by Law, Licensee shall not be liable to Licensor for any injury to or loss of goodwill, reputation, business production, revenues, profits, anticipated profits, contracts, or opportunities (irrespective of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive or enhanced damages whether arising out of breach of contract, tort (including negligence) or otherwise (including the entry into, performance or breach of this Agreement), regardless of whether such damage was foreseeable and whether or not the other party has been advised of the possibility of such damages.

12. Indemnification.

12.1 Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, successors, and assigns (each, an "Indemnitee") against all Losses arising out of or resulting from any third party claim, suit, action, or proceeding (each an "Action") related to or arising out of or resulting from Licensor's breach of any representation, warranty, covenant or obligation under this Agreement.

12.2 Licensor shall indemnify, defend, and hold harmless each of the Indemnitees against all Losses arising out of, resulting from or relating to any Action involving a claim that any manufacture, use, sale, offer for sale, or importation of any Licensed Product in the Field of Use in

the Territory, or the exercise of any rights or privileges by Licensee granted to it under this Agreement, infringes any patent or other intellectual property right of any third party.

12.3 Indemnification Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnified party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of the Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of any indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 12.3 shall not relieve the indemnifying party of its obligation under this Section 12.3 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of the failure. The indemnified party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13. Term and Termination.

13.1 Term. This Agreement shall be deemed to have commenced as of the Effective Date and, unless terminated earlier in accordance with Section 14.2, shall remain in force on a Licensed-Product-by-Licensed-Product and country-by-country basis until the expiration of the last Valid Claim to expire of the Licensed Patents covering such Licensed Product/Process in such country (the "Term"). As used in this Section 14.1, "expiration" and "expire", when referring to a Licensed Patent means any expiration, revocation, invalidation or other termination of such Licensed Patent.

13.2 Termination by Licensor. At any time after two (2) years from the effective date of this Agreement, Licensor may terminate or render the license non-exclusive if, in the Licensor's reasonable judgment, the Progress Report furnished by Licensee do not demonstrate that Licensee:

(a) has put Licensed Products/Processes into commercial use and generating revenue, directly or through a sublicensee, and is keeping the licensed Products/Processes reasonably available to the public, or

(b) is engaged in research, development, manufacturing, marketing, or sublicensing activity appropriate to achieve the Scheduled Milestones described in Schedule F.

13.2 Termination by Licensee.

(a) Licensee may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability or penalty, by providing at least thirty (30) days' prior written notice to licensor.

(b) Either party may terminate this Agreement on written notice to the other party if the other party materially breaches this Agreement and such breach:

-
- (i) is incapable of cure; or
 - (ii) being capable of cure, remains uncured thirty (30) days after the breaching party receives written notice thereof.
- (c) Either party may terminate this Agreement by written notice to the other party if the other party:
- (i) becomes insolvent or admits inability to pay its debts generally as they become due;
 - (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - (iii) is dissolved or liquidated or takes any corporate action for such purpose;
 - (iv) makes a general assignment for the benefit of creditors; or
 - (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.3 Effect of Termination. On any expiration or termination of the entirety of this Agreement the Receiving Party shall (a) return to the Disclosing Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information; (b) permanently erase the Disclosing Party's Confidential Information from its computer systems and (c) certify in writing to the Disclosing Party that it has complied with the requirements of this Section 13.3.

13.4 Expiration. At the expiration of the last patent to expire under the Licensed Patents in any country in the Territory with respect to any Licensed Product, provided Licensee is not at that time in breach of this Agreement, Licensee shall have a completely paid-up, royalty-free right and license to subsequently make, have made, use, offer to sell, sell and import in the Field of Use in that country any and all products that were previously Licensed Products and shall have no further obligations to Licensor in the Field of Use in that country with respect to such Licensed Patents.

13.5 Sell-Off Period. On termination of this Agreement for any reason, Licensee shall have the right to dispose of all stocks of Licensed Products in its possession and all Licensed Products in the course of manufacture at the date of termination for a period of ninety (90) days after the date of termination (the "Sell-off Period"), in each case, in accordance with the terms and conditions of this Agreement. Any royalty payable under the provisions of Section 4.2 shall be paid to Licensor within thirty (30) Business Days after (a) termination, with respect to royalties accrued prior to the effective date of termination, and (b) the expiration of the Sell-off Period, with respect to royalties accrued during the Sell-off Period.

13.6 Survival. The rights and obligations of the parties set forth in this Section 13.6 and Section 1 (Definitions), Section 9 (Confidentiality), Section 10 (Representations and Warranties), Section 12 (Indemnification), Section 13.3 (Effect of Termination), Section 13.4 (Expiration), Section 13.5 (Sell-off Period) and Section 14 (Miscellaneous), and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. Miscellaneous.

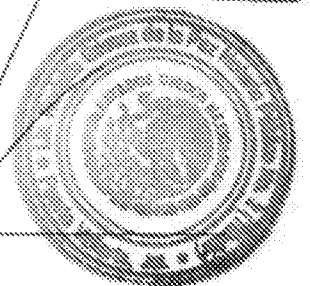
14.1 Bankruptcy. All rights and licenses granted by Licensor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property" and all Licensed Products are and shall be deemed to be "embodiment(s)" of "intellectual property" for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"). Licensee shall have the right to exercise all rights and elections with respect to all Licensed Products. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding:

(a) subject to Licensee's rights of election, all rights and licenses granted to Licensee hereunder will continue subject to the terms and conditions of this Agreement, and will not be affected, even by Licensor's rejection of this Agreement; and

(b) Licensee shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Licensed Product, and the same, if not already in Licensee's possession, shall be promptly delivered to Licensee, unless Licensor elects to and does in fact continue to perform all of its obligations under this Agreement.

14.2 Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, including any obligation to timely make any payment hereunder, when and to the extent such failure or delay is caused by:

- (a) acts of nature;
- (b) flood, fire, or explosion;
- (c) war, terrorism, invasion, riot, or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns, or other industrial disturbances;



(g) any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or

(h) national or regional shortage of adequate power or telecommunications or transportation facilities:

(each of the foregoing, a "Force Majeure Event"), in each case, provided that (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Licensee may terminate this Agreement if a Force Majeure Event affecting Licensor continues substantially uninterrupted for a period of thirty (30) days or more. Unless Licensee terminates this Agreement pursuant to the preceding sentence, all dates by which Licensee must perform any act or on which a Licensee obligation is due shall automatically be extended for a period up to the duration of the Force Majeure Event.

14.3 Further Assurances. Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

14.4 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.5 No Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

14.6 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to Licensor:

Attention: John Wayne Kennedy
101 Beachside Drive
Stevensville, MD, 21666, USA
E-mail: johnwaynekennedy@atlanticbb.net
Telephone: +1-443-249-0100

If to Licensee:

Attention: Kevin W. Rude
Plaza Marina Local C1
Marina Vallarta, C.P. 48335
Puerto Vallarta, Jalisco, México
E-mail: kevin@ionbiotech.mx
Telephone US: +1-866-333-7689
Telephone Mx: +52-322-221-1057



Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the five (5) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

14.7 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

Unless the context otherwise requires, references herein: (d) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (e) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (f) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

14.8 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14.9 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence shall govern: (a) first, this Agreement, excluding its Schedules; (b) second, the Schedules to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

14.10 Assignment. Licensee may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, on Licensor's written consent, which shall not be unreasonably withheld or delayed. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's written reasonable consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.10 is void.

14.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and Affiliates hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

14.12 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.13 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.14 Governing Law; Submission to Jurisdiction. In the event of any controversy or claim arising out of or relating to any provision of this Agreement or the breach thereof, the Parties shall try to settle such conflict amicably between themselves. The Parties shall endeavor to resolve any controversy or claim amicably by negotiation between executives who have authority to settle the controversy or claim and who are at a higher level of management than the persons with direct responsibility for administration or performance of this agreement. Any Dispute not resolved by negotiation within 30 days after either Party requested in writing for negotiation or within such other period as the parties may agree in writing, shall be settled amicably by Arbitration. The demand for arbitration shall be filed within a reasonable time after the controversy or claim has arisen, and in no event after the date upon which institution of legal proceedings based on such controversy or claim

would be barred by the applicable statute of limitation. All controversy or claim arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration rules published on the date of the dispute by the American Arbitration Association, except as they may be modified herein or by mutual agreement of the parties:

(a) The place of arbitration shall be in Houston Texas, United States of America. The language of arbitration shall be English. There shall be three arbitrators ("Arbitration Tribunal"), selected as follows. In the event that the request for arbitration names only one claimant and one respondent, and no party has exercised its right to joinder or intervention in accordance with the paragraphs below, the claimant and the respondent shall each appoint one arbitrator within 15 days after the expiry of the period during which parties can exercise their right to joinder or intervention. If either party fails to appoint an arbitrator as provided, then, upon the application of any party, that arbitrator shall be appointed by American Arbitration Association Regional office in Houston Texas. The two arbitrators shall appoint the third arbitrator, who shall act as presiding arbitrator. If the two arbitrators fail to appoint the presiding arbitrator within 45 days of the appointment of the second arbitrator, the presiding arbitrator shall be appointed by the American Arbitration Association Regional office in Houston Texas.

(b) The award through arbitration shall be final and binding. Either party may enter any such award in a court having authority or may make application to such court for judicial acceptance of the award and an order of enforcement. Notwithstanding the foregoing, either party may, without recourse to arbitration, assert against the other party a third-party claim or cross-claim in any action brought by a third party, to which the subject matter of this Agreement may be relevant.

(c) Except as otherwise specifically limited in this Agreement, the Arbitral Tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal shall, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

(d) Each party has the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate, provided however that, after the arbitral tribunal is constituted, the arbitral tribunal shall have sole jurisdiction to consider applications for provisional and/or conservatory relief, and any such measures ordered by the arbitral tribunal may be specifically enforced by any court of competent authority;

(e) In addition to the authority conferred upon the Arbitral Tribunal by the arbitration rules of the International American Arbitration Association, the arbitral tribunal shall have the authority to order production of documents in accordance with taking guidance from the International American Arbitration Association on the Taking of Evidence in International Arbitration as current on the date of this agreement/the commencement of the arbitration;

(f) The existence and content of the arbitral proceedings and any rulings or award shall be kept confidential by the parties and members of the Arbitral Tribunal except (i) to the extent that disclosure may be required of a party to fulfil a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, (ii) with the consent of all parties, (iii) where needed for the preparation or presentation of a claim or defense in this arbitration, (iv) where such information is already in the public domain other than as a result of a breach of this clause, or (v) by order of the arbitral tribunal upon application of a party; and

(g) The Arbitral Tribunal may include in their award an allocation to any party of such costs and expenses, including lawyer's' fees and costs and expenses of management, in-house counsel, experts and witnesses, as the arbitral tribunal shall deem reasonable. In making such allocation, the arbitral tribunal shall consider the relative success of the parties on their claims and counterclaims and defenses.

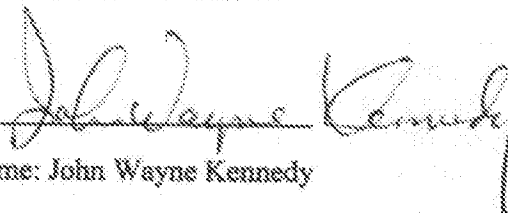
14.15 Equitable Relief. Each party acknowledges that a breach by the other party of this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, the non-breaching party will be entitled to equitable relief, including in the form of orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

14.16 Attorneys Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

14.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

JOHN WAYNE KENNEDY

By 

Name: John Wayne Kennedy

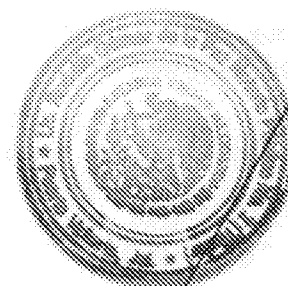
Title: Inventor

GRUPO ION BIOTECH, S.A.P.I. de C.V.

By 

Name: Kevin W. Rude

Title: President



SCHEDULE A
LICENSED PATENTS

U.S. Patent Application No. 14/244084 entitled "Copper/zinc superoxide dismutase (sod) formulation for the treatment of traumas including amyotrophic lateral sclerosis," filed on April 3, 2014, and all patents issuing from any divisional, continuation, continuation-in-part applications, and any application claiming priority to or benefit thereof. Subject of "Assignment and Royalty Agreement" dated 11/10/15 between John Kennedy, Pat Kennedy, and ZGSI, only to the extent of any rights retained by John Wayne Kennedy in the assignment to ZGSI or specifically re-conveyed to John Wayne Kennedy after the assignment to ZGSI by John Wayne Kennedy.

U.S. Patent No. 9,266,785 entitled "Bioavailable minerals for plant health" granted on February 20, 2014.

U.S. Patent No. 7,163,709 entitled "Composition for disinfection of plants, animals, humans, byproducts of plants and animals and articles infected with pathogens and method of producing and application of same" granted on January 16, 2007.

Australian Patent Application No. 2016259438 filed on November 18, 2016.

Russian Patent Applications

Including any and all patent issuing from any divisional, continuation, continuation-in-part applications, and any application claiming priority to or benefit of any foregoing application in any country.

Including any and all patent issuing from all yet-to-be-filed applications in any country that name John Wayne Kennedy as an inventor, whether claiming priority to or benefit of any foregoing application/patent.

SCHEDULE B

FIELD OF USE

All HUMAN and ANIMAL (e.g., veterinarian) applications in the field of cosmetic preparations and pharmaceutical preparations, including over the counter and prescription formulations, in all manners of administration.

All HUMAN and ANIMAL (e.g., veterinarian) applications in the field of medical devices.



SCHEDULE C

TERRITORY

Exclusive: Mexico and its territories and possessions

(Licensee is the sole entity that is licensed/permitted to practice the Licensed Patents in the Field of Use)

**Non-Exclusive: Worldwide (excluding Mexico and its territories and possessions) and
Extraterrestrial.**

Licensor has right of first refusal to extend the exclusive license under this Agreement
to additional territories.

SCHEDULE D

LICENSED PRODUCTS

Pharmaceutical preparations (over-the-counter and prescription), cosmetic preparations, and medical devices for human and animal (e.g., veterinarian) applications in all manners of administration.



SCHEDULE E
SCHEDULED MILESTONES

Date Preclinical Completion: Indefinite

Date Clinical Development Phase I Completion: Indefinite

Date Clinical Development Phase II Completion: Indefinite

Date Clinical Development Phase III Completion: Indefinite

Date Regulatory Approvals Completion: Indefinite

Date Commercial Release: Indefinite

-----En Puerto Vallarta, Jalisco siendo las 10:00 diez horas, del día 11 once de Diciembre del año 2018 dos mil dieciocho, Ante Mi, **Rodolfo Gómez de la Paz, Licenciado en Derecho y Notario Público Número 02 dos**, Titular para la Región 09 nueve, Adscripción 067 cero, seis, siete, Municipio de Puerto Vallarta, Jalisco;-----

-----Asiento Acta de Autenticidad de Documentos y Firmas en los términos del Artículo 119 ciento diecinueve de la Ley del Notariado del Estado de Jalisco.-----

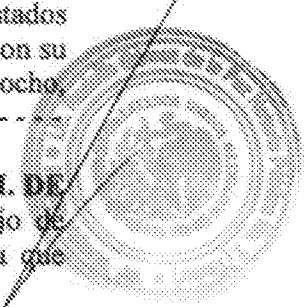
----- **ADVERTENCIAS PREVIAS** -----

-----Protestando para que los otorgantes se conduzcan con la verdad en los términos del artículo 171 ciento setenta y uno y relativos del Código Penal para el Estado de Jalisco y artículos contenidos en título noveno capítulos I primero, II segundo, III tercero, IV cuarto, V quinto, VI sexto, VII séptimo, VIII octavo, y IX noveno del mismo cuerpo de leyes y demás correlativos del código penal para el Distrito Federal ahora Ciudad de México CDMX aplicable en materia común y federal en la república, una vez enterados de lo anterior, comparecieron quienes dijeron ser:-----



-----**JOHN WAYNE KENNEDY**, (quien por no entender ni hablar el idioma Español, comparece persona como **Traductor y/o Interprete de Confianza Jurado** el C. **OSCAR EDUARDO LUNA GARCIA**, previa advertencia) Extranjero de Nacionalidad Estadounidense, quien acredita su estancia legal en el País con su FMM forma migratoria Múltiple numero 01146251217 cero, uno, uno, cuatro, seis, dos, cinco, uno, dos, uno, siete, originario de Wisconsin, Estados Unidos de Norte América (USA), donde nació el 03 tres de Agosto de 1939 mil novecientos treinta y nueve, Viudo, Científico; requerida que fue y sin exhibir la cédula de identificación Fiscal y se le requiere de acuerdo con la ley Federal para la prevención e identificación de operaciones con recursos de procedencia ilícita, no acreditar estar al corriente del Impuesto Sobre La Renta (se le advierte de conformidad con el artículo 84 ochenta y cuatro fracción XII décima segunda de la Ley del Notariado del Estado de Jalisco), con domicilio en Calle 101 ciento uno Beachside Dive Stevensville, MD 21666 dos, uno, seis, seis, seis, en Estados Unidos de Norte América (USA), de Transito en el Lugar; se identifica con su Pasaporte numero 550244483 cinco, cinco, cero, dos, cuatro, cuatro, ocho, tres, que exhibe en original cuya copia agrego al Acta correspondiente y;-----

-----La Persona Moral denominada "**GRUPO ION BIOTECH**" S.A.P.I. DE C.V. quien en este acto es representada por el Presidente del Consejo de Administración **KEVIN WALTON RUDE** (Personalidad y Existencia que



SIN TEXTO
IMPRESO

más adelante se describen) Extranjero de Nacionalidad Estadounidense (quien acredita su estancia legal en el País con su Credencial de Residente permanente número 0000000058619 cero, cero, cero, cero, cero, cero, cero, cero, cinco, ocho, seis, uno, nueve,) originario de Pennsylvania, Estados Unidos de Norte América (USA), donde nació el 22 veintidós de Abril de 1964 mil novecientos sesenta y cuatro, Casado en Matrimonio Civil con ESTHER GÓMEZ MEJÍA bajo régimen de Sociedad Legal, Empresario, requerida que fue y con la cédula de identificación Fiscal RUKÉ640422U89 letras "erre", "u", "ka", "e", número seis, cuatro, cero, cuatro, dos, dos, letra "u", número ocho, nueve, y se le requiere de acuerdo con la ley Federal para la prevención e identificación de operaciones con recursos de procedencia ilícita, no acreditar estar al corriente del Impuesto Sobre La Renta (se le advierte de conformidad con el artículo 84 ochenta y cuatro fracción XII décima segunda de la Ley del Notariado del Estado de Jalisco), con domicilio en Calle Rincón del Cielo numero 25 veinticinco Interior sin número, en Nuevo Vallarta, Municipio de Bahía de Banderas, Nayarit, de Transito en el lugar; se identifica con su Pasaporte numero 561473485 cinco, seis, uno, cuatro, siete, tres, cuatro, ocho, cinco, cuya copia agrego al Apéndice y al Testimonio correspondiente.

--- EXISTENCIA Y PERSONALIDAD DE LA PERSONA MORAL ---

====EXISTENCIA DE LA SOCIEDAD ANONIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE DENOMINADA "GRUPO ION BIOTECH" S.A.P.I. DE C.V. Otorgada bajo Escritura Pública número 25,038.- Veinticinco mil treinta y ocho, de fecha 14 catorce días del Mes Marzo del año 2018 dos mil dieciocho, pasada ante la Fe del Suscrito Notario Público.

----- INSCRIPCION -----

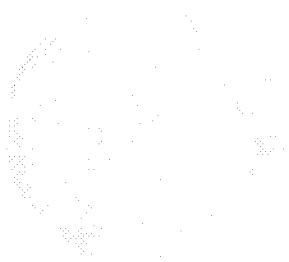
====Dicha Escritura que quedo debidamente inscrita en el Registro Público de la Propiedad y de Comercio, oficina numero 12, ahora unidad departamental del Registro Público de la Propiedad y de Comercio, con sede en esta Ciudad, mediante su incorporación bajo inscripción con el Folia Mercantil Electrónico N-2018032734 letra "ene", guion, número dos, cero, uno, ocho, cero, tres, dos, siete, tres, cuatro, con fecha del día 24 veinticuatro de Abril del año 2018 dos mil dieciocho.

----- REGISTRO FEDERAL DE CONTRIBUYENTES (RFC) -----

====LA SOCIEDAD ANONIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE DENOMINADA "GRUPO ION BIOTECH"



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S.A.P.I. DE C.V. exhibe su cedula de Identificación Fiscal clave GIB180315FF5 letra "ge", "i", "be", número uno, ocho, cero, tres, uno, cinco, letra "efe", "efe", número cinco, que en copia agrego al apéndice de éste Instrumento.

====Cuyas copias de los documentos citados cotejadas y compulsadas se agregan al Apéndice y documentos Y/6 testimonios de la Escritura, de acuerdo al artículo 90 noventa, fracción I primera de la Ley del Notariado en el Estado de Jalisco;

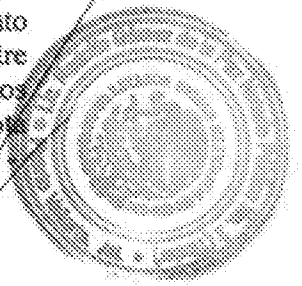
-----PERSONALIDAD:-----

====El Señor KEVIN WALTON RUDE, me acredita su Personalidad y la legal existencia de su representada, por medio del Primer Testimonio de la Escritura Pública 25,038.- Veinticinco mil treinta y ocho, de fecha 14 catorce días del Mes Marzo del año 2018 dos mil dieciocho, pasada ante la Fe del Suscrito Notario Público 02 dos, para esta Municipalidad, que contiene la ACTA CONSTITUTIVA de la Persona Moral antes mencionada donde se le ratifica el cargo de PRESIDENTE DEL CONSEJO DE ADMINISTRACIÓN y por lo tanto se le otorgan todas las facultades mencionadas en las Cláusulas DÉCIMA TERCERA y DÉCIMA CUARTA de los transitorios de la Sociedad.



====Bajo protesta de decir verdad declara de conformidad con el artículo 85 ochenta y cinco párrafos III tercero de la Ley del Notariado en el Estado que bajo su responsabilidad manifiestan que su representada goza de plena capacidad legal y supervivencia además de contar con vigencia en sus facultades de representación.

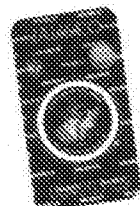
====De conformidad con lo dispuesto por el Artículo 90. Cuando deban invocarse documentos, ya sea porque acrediten la personería o personalidad de las partes, integren constancias de actuaciones judiciales o administrativas o guarden íntimo nexo con el negocio jurídico en que interviene, el notario dejará acreditados los supuestos indicados, en la siguiente forma: I. Relacionando o insertando en lo conducente los documentos respectivos, agregándolos en original o en copias cotejadas y certificadas al apéndice; en cuyo caso, se hará mención especial de ello en la escritura, así como en la nota relativa. No será necesario agregar nuevamente cuando el documento relacionado o insertado se encuentre asentado en el protocolo, o se encuentre agregado con antelación al libro de documentos del mismo notario. En ambos casos se hará mención especial de ello en la escritura, así como en la nota relativa; y ley del notariado del estado de Jalisco.



SIN TEXTO
IMPRESO

=====**INTÉRPRETE JURADO:**=====

=====**OSCAR EDUARDO LUNA GARCIA**, (bajo protesta de conducirse con verdad y previas las advertencias de las penas en que incurrir los falsos declarantes y protestando el desempeño leal y fiel del cargo que se le confiere, manifestando ser Mexicano, originario de Este Lugar, donde nació el 03 tres de Agosto de 1986 novecientos ochenta y seis, Casado con Leslie Indira Flores Camacho bajo régimen de sociedad legal, Profesionista, requerida que fue y con la cédula de identificación Fiscal LUGO860803EW5 letra "ele", "u", "ge", "o", número ocho, seis, cero, ocho, cero, tres, letra "e", "doble uve" número cinco, y se le requiere de acuerdo con la ley Federal para la prevención e identificación de operaciones con recursos de procedencia ilícita, no acreditar estar al corriente del Impuesto Sobre La Renta (se le advierte de conformidad con el artículo 84 ochenta y cuatro fracción XII décima segunda de la Ley del Notariado del Estado de Jalisco), con domicilio en Calle Aguila numero 127 ciento veintiséis Colonia los Sauces, en esta Ciudad, con credencial de elector Folio numero LNGROS86080314H700 letra "ele", "ene", "ge", "erre", "o", "ese", número ocho, seis, cero, ocho, cero, tres, uno, cuatro, letra "hache, número siete, cero, cero, cuya copia agrego al Acta correspondiente.



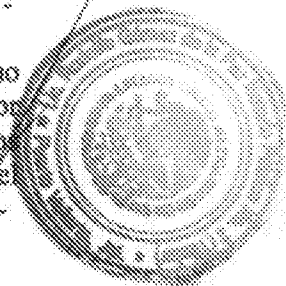
=====**Que ratifican las firmas que de sus nombres aparecen en el escrito que antecede, cuyo contenido también ratifican en mi presencia.**.....

=====**Tomo razón de esta acta bajo el número 19,780.- diecinueve mil setecientos ochenta, Tomo XIV décimo cuarto, que le toca en el Protocolo simple Notarial de autenticidad de documentos y firmas.**.....

=====**Nota: El documento que antecede No se elaboró en esta Notaria Pública.**.....

=====**Los comparecientes se Identifican en los términos del artículo 84 ochenta y cuatro, fracción VIII octava de la Ley del Notariado en el Estado de Jalisco con los documentos que me exhiben en original y cuya copia agrego al spéndice y al acta.- SIENDO ESTE MEDIO LEGAL QUE LA LEY AUTORIZA AL NOTARIO PARA EL CONOCIMIENTO DE LOS COMPARECIENTES.**.....

=====**En mi concepto como Notario hago constar, que los firmantes no muestran signos visibles de Incapacidad Natural y de que no soy conocedor Y/o tengo noticias de que estén sujetos a Incapacidad Civil Declarada en los términos del artículo 84 ochenta y cuatro, fracción X décima de la Ley del Notariado en el Estado.**.....

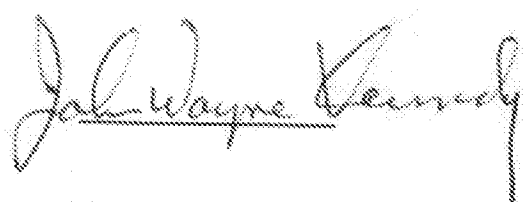


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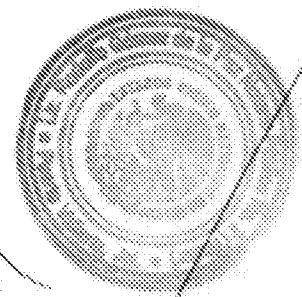
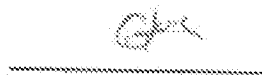
Leí lo anterior a los firmantes y advertidos del valor, alcance y consecuencias de la realización de este acto, una vez enterados se manifestaron conformes y firman.- Doy fe.-

KEVIN WALTON RUDE, como Presidente
del Consejo de Administración
de la Persona Moral denominada
"GRUPO ION BIOTECH" S.A.P.I. DE C.V.

JOHN WAYNE
KENNEDY.



OSCAR EDUARDO LUNA
GARCIA Como INTERPRETE
JURADO.



SIN TEXTO
IMPRESO