

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/06/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norvoc Bioscience Inc.		09/06/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Norvoc Bioscience, Inc.		
Street Address:	400 Spectrum Center Dr., Ste. 1650		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5874230	REGENTIX	
Registration Number:	5874228	ENLIVIEN	
Serial Number:	88366604	NORVOC	
Serial Number:	88366596	NORVOC BIOSCIENCE	
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>			
Phone:	9498778500		
Email:	ip@norvoc.com		
Correspondent Name:	Norvoc Bioscience, Inc		
Address Line 1:	400 Spectrum Center Dr., Ste. 1650		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	George Marshall		
SIGNATURE:	/George Marshall/		
DATE SIGNED:	02/14/2020		
Total Attachments: 6	source=[Norv] Agreement of Merger#page1.tif		

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AGREEMENT OF MERGER
OF
NORVOC BIOSCIENCE INC.
AND
NORVOC BIOSCIENCE, INC.

FILED *for*
Secretary of State
State of California
SEP 06 2019 SYD
RC

This Agreement of Merger (this "Agreement") is made and entered into as of this 6th day of September, 2019, by and between Norvoc Bioscience Inc., a California corporation ("Norvoc CA"), and Norvoc Bioscience, Inc., a Delaware corporation ("Norvoc DE").

RECITALS

The respective Boards of Directors of each of Norvoc CA and Norvoc DE (i) deem it advisable and in the best interests of such respective corporation, and their respective stockholders, that Norvoc CA be merged into Norvoc DE with Norvoc DE as the surviving corporation (the "Merger"), and (ii) have approved this Agreement and the Merger.

This Agreement and the Merger have been approved by the sole stockholder of Norvoc CA and the sole stockholder of Norvoc DE.

Upon the terms of this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the General Corporation Law of the State of California (the "CGCL"), at the Effective Time (as defined below), Norvoc CA shall be merged with and into Norvoc DE. As a result of the Merger, the separate corporate existence of Norvoc CA shall cease and Norvoc DE shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as hereinafter defined), Norvoc CA shall be merged with and into Norvoc DE, the separate corporate existence of Norvoc CA shall cease and Norvoc DE shall be the surviving corporation in the Merger.

1.2 Certificate of Incorporation of Surviving Corporation. The Certificate of Incorporation of Norvoc DE as in effect immediately before the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation at the Effective Time until thereafter amended as provided by the DGCL and such Certificate of Incorporation. This Agreement shall in no way amend the Certificate of Incorporation of Norvoc DE as in effect immediately prior to the Effective Time.

1.3 Bylaws. The Bylaws of Norvoc DE as in effect immediately before the Effective Time shall be the Bylaws of the Surviving Corporation at the Effective Time until thereafter amended as provided by the DGCL, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.4 Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified, (a) the directors of Norvoc DE in office immediately prior to the Effective Time, together with such additional persons as may thereafter be elected, shall serve as the directors of the Surviving Corporation, and (b) the officers of Norvoc DE in office immediately prior to

the Effective Time, together with such additional persons as may thereafter be elected, shall be the officers of the Surviving Corporation.

1.5 Effective Time. The Merger shall be effective on the date hereof, at 11:59 PM Eastern Time (the "Effective Time").

1.6 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of DGCL. At the Effective Time, all the property, rights, privileges, powers and franchises of Norvoc CA shall vest in the Surviving Corporation, and all debts, liabilities and duties of Norvoc CA shall become the debts, liabilities and duties of the Surviving Corporation.

1.7 Conversion of Norvoc CA Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of Norvoc CA (the "Common Stock of Norvoc CA"), each share of Common Stock of Norvoc CA that is outstanding immediately prior to the Effective Time shall be converted at a rate of one (1) share of Common Stock of Norvoc CA to six (6) shares of Class B Common Stock of the Surviving Corporation, par value \$.001 per share.

1.8 Effect of Merger on Outstanding Shares of Norvoc DE. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of Norvoc DE, each share of the common stock of Norvoc DE that is outstanding immediately prior to the Effective Time shall be cancelled at the Effective Time.

1.9 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the constituent corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the constituent corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the constituent corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

ARTICLE II

GENERAL PROVISIONS

2.1. Governing Law. This Agreement shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware or the State of California, where applicable, notwithstanding conflict or choice of laws principles of Delaware, California or any other jurisdiction.

2.2. Abandonment by the Board. This Agreement may be terminated prior to the Effective Time, by mutual agreement in writing of Norvoc CA and Norvoc DE.

2.3. Amendment. This Agreement may not be amended except by an instrument in writing

signed on behalf of each of the parties hereto, which amendment shall be approved by the Board of Directors of each party hereto.

2.4. Assignment and Binding Effect. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. The respective rights and obligations under this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns.

2.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, PDF electronic delivery or otherwise) to the other party, it being understood that all parties need not sign the same counterpart.

2.6. Copy of Merger Agreement. The Surviving Corporation shall maintain at its principal executive office, and provide to the stockholders of either of the constituent corporations, a copy of this Agreement upon written request and without charge.


2.7. Recitals. The Recitals set forth above are an integral part of this Agreement.

2.8. Captions. All captions and headings used herein are for convenient reference only and do not form part of this Agreement.


[Signature Page Follows]

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

NORVOC BIOSCIENCE INC., a California Corporation

By: 
Name: George Marshall
Title: President and Secretary

NORVOC BIOSCIENCE, INC., a Delaware Corporation

By: 
Name: George Marshall
Title: President and Secretary

[Signature Page to Agreement of Merger]

TRADEMARK

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OFFICER'S CERTIFICATE
OF
NORVOC BIOSCIENCE, INC.


George Marshall does hereby certify in his official capacity (and not in any individual capacity) that:

1. He is the Chief Executive Officer, President, Secretary and Treasurer of Norvoc Bioscience, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Company").
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the stockholder of the Company by a vote that equaled or exceeded the vote required.
3. The stockholder approval was by the holder of 100% of the outstanding shares of capital stock of the corporation.
4. There are three authorized classes of capital stock, consisting of 84,000,000 authorized shares of Class A Common Stock, 9,000,000 authorized shares of Class B Common Stock, and 5,000,000 authorized shares of Preferred Stock. The number of shares of Class A Common Stock issued, outstanding and entitled to vote on the merger is 6,000,000. There are no issued and outstanding shares of Class B Common Stock as of the date hereof. There are no issued and outstanding shares of Preferred Stock as of the date hereof.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: September 6, 2019

By: 
Name: George Marshall
Title: Chief Executive Officer and President

By: 
Name: George Marshall
Title: Secretary

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**OFFICER'S CERTIFICATE
OF
NORVOC BIOSCIENCE INC.**

George Marshall does hereby certify in his official capacity (and not in any individual capacity) that:

1. He is the President and Secretary of Norvoc BioScience Inc., a corporation duly organized and existing under the laws of the State of California (the "Company").
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the stockholder of the Company by a vote that equaled or exceeded the vote required.
3. The stockholder approval was by the holder of 100% of the issued and outstanding shares of capital stock of the Company.
4. There is only one class of shares of capital stock of the Company, and the number of shares issued and outstanding and entitled to vote on the merger is 1,000,000.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: September 6, 2019

By: 
Name: George Marshall
Title: President

By: 
Name: George Marshall
Title: Secretary