

## LICENSE OF INTELLECTUAL PROPERTY RIGHTS

between

PHILLIP BARNES  
and

BIOWORLD USA, INC.

THIS AGREEMENT is dated November 10, 2020.

### **PARTIES**

- (1) Phillip Barnes (**Licensor**).
- (2) BioWorld USA, Inc. (**Licensee**).

### **BACKGROUND**

The Licensor has agreed to license to the Licensee all intellectual property rights and other rights, including trademark rights, common law trademark rights, good will and any other item of intellectual property pertaining to the trademark or business of "BioWorld" and/or "BioWorld Products" and/or BioWorld Products, LLC and/or BioWorld Products, Inc (hereinafter "Licensed Rights.")

### **AGREED TERMS**

#### **1. INTERPRETATION**

The definitions and rules of interpretation in this clause apply in this agreement.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trademarks, including common law trademark rights, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**2. LICENSE**

In consideration of the payment of \$1, receipt of which is hereby acknowledged, the Licensor hereby irrevocably and exclusively licenses to the Licensee absolutely with full title guarantee all its right, title and interest in and to the Licensed Rights.

**3. FURTHER ASSURANCE**

3.1 The Licensor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Licensee requests, to vest in the Licensee the full benefit of the right, title and interest licensed to the Licensee under this agreement.

3.2 The Licensor irrevocably appoints the Licensee to be its attorney in its name and on its behalf to execute documents, use the Licensor's name and do all things which are necessary or desirable for the Licensee to obtain for itself or its nominee the full benefit of clause 3.1.


**4. GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of California and the parties agree that the courts of California shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

This document takes effect on the date stated at the beginning of it.

The parties hereto stipulate and agree to the following agreement.

Dated: November 09, 2020



Phillip Barnes (Licensor)

Dated: November 10, 2020

BioWorld USA, Inc. (Licensee)



By: Chief Executive Officer