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7 Attorneys for Plaintiffs TRIPHARMA, LLC
8 and THINGS OF THAT NATURE, INC.

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TRIPHARMA, LLC, a Delaware limited
12 liability company; THINGS OF THAT
13 NATURE, INC., a California
14 corporation,

15 Plaintiffs,

16 vs.

17 MED HOMEPAGE, INC. dba HOPE
18 SCIENCE, a Washington corporation;
19 KIM VANDERLINDEN, an individual,

20 Defendants.

Case No.

21 **COMPLAINT FOR**
22 **DECLARATORY RELIEF,**
23 **DAMAGES AND INJUNCTIVE**
24 **RELIEF:**

- 25 1. **Violation of False Marking Act (35 U.S.C. §292)**
- 26 2. **Violation of Lanham Act (15 U.S.C. § 1125 *et seq.*)**
- 27 3. **Declaratory Relief (18 U.S.C. §2201 *et seq.*)**
- 28 4. **Tortious Interference with Prospective Economic Advantage**
- 5. **Negligent Interference with Prospective Economic Advantage**
- 6. **Unfair Competition (California Business & Professions Code § 17200 *et seq.*)**
- 7. **False Advertising (California Business & Professions Code § 17500 *et seq.*)**

(JURY TRIAL DEMANDED)

1 or happenings alleged in this Complaint. If and when Plaintiffs learn the true
2 names, identities, and liabilities of these defendants, Plaintiffs may amend this
3 Complaint and/or may seek leave of the Court for permission to amend this
4 Complaint to sue them.

5 **JURISDICTION AND VENUE**

6 9. This Court has personal jurisdiction over each of the Defendants
7 because at all times relevant to this Complaint, (a) Defendants purposefully availed
8 themselves of the privilege of conducting activities within this State by
9 systematically and continuously directing their conduct at California residents,
10 including Plaintiffs by distributing products in a manner which violates federal and
11 state law and interferes with Plaintiffs' rights of exclusivity regarding distribution of
12 such products; (b) Defendants directed their marketing and sales efforts to
13 California residents, and in this district, through interactive internet websites to
14 advertise and sell their products; (c) Vanderlinden resides and conducts business for
15 the other Defendants from and in this State; (d) By the residency and activities of
16 Vanderlinden, Hope Science operates in this State and judicial district and is
17 systematically and continuously present in this State and judicial district.

18 10. Defendants have regularly conducted substantial business activity
19 within this State and judicial district, including by marketing themselves and their
20 images, by soliciting customers, and by and through other selling and marketing
21 activities, including but not limited to the use of print copy materials, embedded
22 marketing videos and interactive Internet websites that are accessible and in fact
23 accessed by citizens residing in California, and in this judicial district.

24 11. Venue is proper in this Court and this judicial district because the
25 incident complained of occurred partially in this State and this judicial district;
26 and/or the Defendants reside and/or do business in this State, and this judicial
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1 district; and/or a substantial part of the events and omissions giving rise to the
2 claims for relief occurred within this State and this judicial district.

3 **GENERAL ALLEGATIONS**

4 12. On December 17, 2012, non-party Imagenetix, Inc., a Nevada
5 corporation licensed to conduct business in the State of California with its principal
6 place of business in San Diego, California ("Imagenetix"), filed a Chapter 11
7 voluntary petition entitled *In re Imagenetix, Inc.*, No. 12-16423-MM7, in the United
8 States Bankruptcy Court, Southern District of California ("Bankruptcy Court"). On
9 December 8, 2016, the Bankruptcy Court granted a motion to Convert Case from
10 Chapter 11 to Chapter 7 (the "Chapter 7 Case").

11 13. On July 11, 2017, Vanderlinden submitted claims in the Chapter 7
12 Case on behalf of Hope Science (Claim 35) and himself (Claim 36). Claim 35 was
13 comprised of alleged contract claims and trade damages. Claim 36 was based
14 largely on various asserted verbal and written agreements with Imagenetix, Inc.,
15 including asserted agreements for compensation for services to Imagenetix.

16 14. On or about March 6, 2020, the Bankruptcy Court granted a motion to
17 approve settlement of claims by and against Dr. Kim Vanderlinden (claim 36) and
18 Med Homepage, Inc., dba Hope Science (claim 35) as follows:

- 19 - Claim 36 will be allowed in the total amount of Two Hundred Fifty
20 Thousand Dollars (\$250,000, "Settlement Amount") as a general
21 unsecured claim, solely on account of services provided to Imagenetix,
22 medical reimbursement, and commissions; and the balance of Claim 36
23 will be disallowed as a result of the setoff by way of this settlement of the
24 Estate's claims against Vanderlinden and Hope Science.
- 25 - Claim 35 will be disallowed in its entirety as a result of the setoff by way
26 of this settlement of the Estate's claims against Hope Science and
27 Vanderlinden.
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1 15. Hope Science and Vanderlinden agreed that any asserted rights, past,
2 present or future, to hold a license or other right to use the intellectual property,
3 tradenames, and trademarks of Imagenetix, Inc., derived from any prior agreements
4 with Imagenetix, Inc., whether asserted, disputed or acknowledged, or otherwise,
5 will terminate for all time on execution of this Settlement Agreement and Mutual
6 Release.

7 16. Accurate copies of the Order and the Amended Settlement Agreement
8 and Mutual Release by Way of Offset and Defense are attached as ***Exhibit A***.

9 17. That said, in March 2020, Vanderlinden obtained a valuable release
10 from Imagenetix, in which he acknowledged that any further infringement would
11 subject him and his company to an action by the new owner of the intellectual
12 property, TriPharma.

13 18. On or about January 23, 2020, Tripharma and Imagenetix entered into
14 an Amended Settlement and Release Agreement in the Bankruptcy Case. The 2020
15 Settlement Agreement was confirmed by Order of the Bankruptcy Court on March
16 6, 2020. Accurate copies of the Order and the Amended Settlement and Release
17 Agreement are attached as ***Exhibit B***. As part of the 2020 Settlement Agreement,
18 Tripharma purchased all remaining intellectual property assets of Imagenetix
19 including, but not limited to:

- 20 - Any and all rights, title and interest to U.S. Patent 5,569,676.
- 21 - Any and all rights, title and interest to U.S. Patent 7,612,111.
- 22 - Any and all rights, title and interest to U.S. Patent 7,776,914.

23 19. In October 2020, TriPharma LLC acquired all Celadrin™ IP Rights
24 and Periodyne™ IP Rights from Imagenetix, Inc., along with other valuable
25 intellectual property rights ("IP") via an October 7, 2020 Assignment of Intellectual
26 Property, Intangibles, Patents and Patent Rights, and Trademark and Trademark
27 Rights ("Assignment"). TriPharma thereafter registered the Assignment with the
28 US Patent and Trademark Office (USPTO) for all Celadrin™ IP Rights and other

1 IP Rights. An accurate copy of the October 7, 2020 Assignment from Imagenetix to
2 TriPharma is attached as *Exhibit C*.

3 20. TOTN owns by assignment from TriPharma all Celadrin™ IP Rights
4 and Periodyne™ IP Rights associated therewith, including, but not limited to
5 existing patents, trademarks, studies, and research. TOTN registered the
6 Assignment with the US Patent and Trademark Office (USPTO) for all Celadrin™
7 IP Rights and Periodyne™ IP Rights. An accurate copy of the Assignment from
8 TriPharma to TOTN is attached as *Exhibit D*.

9 21. Nevertheless, from March 2020, through the present, Defendants
10 continued to infringe upon valuable intellectual property owned by Imagenetix, and
11 now owned by TOTN by assignment from TriPharma, including by using of the
12 Periodyne.com URL to drive traffic to their website, as well as references to the
13 studies that formed the basis for issuance of three patents owned by TriPharma:

14 (1) U.S. Patent No. 5,569,676 – described as METHOD FOR THE
15 TREATMENT OF OSTEOARTHRITIS, issued on October 29, 1996;

16 (2) U.S. Patent No. 7,612,111 – described as ESTERIFIED FATTY ACID
17 COMPOSITION, issued on November 3, 2009;

18 (3) U.S. Patent No. 7,776,914 – described as ESTERIFIED FATTY ACID
19 COMPOSITION, issued on October 8, 2009.

20 22. While the initial ‘676 Patent has expired, the ‘111 and ‘914 Patents
21 have not (collectively, the "Patents"), and a basic review of the joint health products
22 advertised on the Hope Science website reveals that Vanderlinden and his company
23 continue to manufacture, market and sell product which infringes on these existing
24 Patents, and specifically the ‘111 Patent. In addition, Vanderlinden and his
25 companies are purchasing product from manufacturers who have no right to
26 manufacture the finished product and/or ingredients that compose the Hope Science
27 product line "Active Again," whether for human or animal use, derived from the
28 ‘111 Patent.

1 23. Moreover, these products were once labeled with the Celadrin™ mark
2 and formulated based on the Patents, and the removal of the mark itself does not
3 insulate Vanderlinden and his companies from their infringing activities.

4 24. Defendants' infringement of the Periodyne™ mark is particularly
5 egregious – and clearly intentional – in light of their direct knowledge of the
6 Assignment of the Celadrin™ IP Rights and Periodyne™ IP Rights from
7 Imagenetix, Inc. to Tripharma in October 2020. Defendants were also notified that
8 TriPharma received in settlement any and all rights, title, interest and/or ownership
9 of Periodyne LLC.

10 25. As part of Defendants' settlement in the Imagenetix bankruptcy case,
11 Defendants were required to immediately cease and desist from using and/or
12 referring to any Celadrin™ IP Rights and Periodyne™ IP Rights. A simple search
13 of Defendants' website reveals that they continue to refer to studies and research in
14 violation of TriPharma/TOTN's rights. For example, Defendants' website contains a
15 link to the following site bearing Vanderlinden's name:

16 http://www.nutritionalwellness.com/archives/2010/may/05_vanderlinden.php. The
17 link is to an article written by Vanderlinden referencing studies by William Kramer
18 and Robert Hesslink that are owned by TOTN and formed the basis for the
19 Celadrin™ IP Rights and Periodyne™ IP Rights.

20 26. The Patents and trademarks are now owned by TOTN, and Hope
21 Science's continuing use of the Celadrin™ IP Rights constitutes direct infringement
22 of the rights of TOTN and is causing substantial damage and harm to the company.
23 Specifically, as one can see on the Hope Science website, the "Active Again"
24 product directly refers to U.S. Patent No. 7,612,111, in direct infringement of the
25 Patents owned by TOTN. Enclosed *Exhibit E* is a printout of the Hope Science
26 website selling Active Again products and advertising that it was awarded the '111
27 Patent:
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1 *Active Again is a major medical advancement that was awarded a*
2 *U.S. patent in 2009 (#7,612,111) for its unprecedented properties. It is*
3 *clinically proven with extensive research and have no reported side*
4 *effects.*

5 27. Notably, Vanderlinden built the goodwill of these products on the back
6 of his past infringement, and it appears he merely changed the labeling on his
7 product in futile attempt to avoid an infringement action by TriPharma.

8 Specifically, the Active Again product bears an almost identical label as the
9 infringing product, which is still found on eBay:

10 [https://www.hopescience.com/collections/for-people-page/products/active-again-](https://www.hopescience.com/collections/for-people-page/products/active-again-pain-cream-pump?variant=40528779706526)
11 [pain-cream-pump?variant=40528779706526](https://www.hopescience.com/collections/for-people-page/products/active-again-pain-cream-pump?variant=40528779706526) and [https://www.searchub.com/efac-](https://www.searchub.com/efac-cream)
12 [cream](https://www.searchub.com/efac-cream).

13 28. A simple review of the "Pet Products" on the Hope Science website
14 also reveals continuing infringement by referencing the Patents and Studies:

15 <https://www.hopescience.com/pages/active-again-information>. Specifically, the
16 "Active Again Information" page references the University of Minnesota research
17 and the University of Connecticut studies:

18 *The University of Minnesota researchers discovered cetylated oils in*
19 *all the same tissues when taken orally or applied topically and thus,*
20 *TRUE dermal absorption... Leading researchers from the University*
21 *of Connecticut discovered that cetylated oils provided both short-term*
22 *relief and long-term benefits.*

23 29. On May 5, 2022, Plaintiffs sent a Cease-and-Desist Letter to Kim
24 Vanderlinden and Med Homepage Inc. dba Hope Science requesting that Hope
25 Science immediately cease and desist from using or referring to any other
26 intellectual property associated with the Celadrin™ IP Rights and Peridone™ IP
27 Rights owned by TOTN. An accurate copy of the Cease-and-Desist Letter dated
28 May 5, 2022, is attached as ***Exhibit F***.

1 30. From May 2022 to June 2022, Plaintiffs had a long discussion with
2 Defendant regarding their unauthorized use of patent and trademark rights, which
3 have not been successful. Plaintiffs are informed and believe, and on that basis,
4 allege that Defendants continue to violate the rights of TriPharma and TOTN.
5 Defendants have forced TriPharma and TOTN to file this Complaint for damages
6 caused by their continuing breaches of Plaintiffs' rights, enjoin further breaches,
7 and decide issues for which Plaintiffs and Defendants have taken and continue to
8 take unlawful positions to the detriment of Tripharma and TOTN.

9 31. In this Complaint, Plaintiffs allege that Defendants are liable for
10 conspiring to, and continue to, falsely advertise and label the Active Again Pain
11 Cream, referring to U.S. Patent No. 7,612,111, in direct infringement of the Patents
12 owned by TOTN. TOTN, among other rights, has the exclusive right to sell,
13 market, and distribute any products which are based upon U.S. Patent No.
14 7,612,111. The Defendants continue to distribute its product Active Again Pain
15 Cream, referring to U.S. Patent No. 7,612,111, with no right to sell, market, or
16 distribute the products in any form utilizing U.S. Patent No. 7,612,111.

17 32. The Defendants' conduct, alleged herein, constitutes a violation of
18 federal law and under the laws of the State of California as set forth herein,
19 including patent infringement, false advertising, unfair competition, and unjust
20 enrichment. As a result of Defendants' conduct, Tripharma and TOTN have
21 suffered and will continue to suffer irreparable injury and accordingly brings this
22 action for restitution and monetary and injunctive relief.

23 33. Defendants have continued to profit off the intellectual property to
24 which they have no license or right to use, directly infringing on
25 TriPharma/TOTN's patent rights. In light of the March 2020 Settlement
26 acknowledging TriPharma's rights, this infringement is intentional and should
27 subject Vanderlinden to punitive damages, amongst other damages for
28 disgorgement and attorneys' fees.

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FIRST COUNT

**Violation of 35 U.S.C. § 292 [False Marking and Injunctive Relief]
(Plaintiffs TriPharma and TOTN Against Defendants)**

34. Plaintiffs incorporate the allegations in the above paragraphs of this Complaint as though fully alleged herein.

35. Defendants and each of them have marked and used in advertising in connection with its allegedly proprietary but unpatented product, Active Again, the word "patent", direct reference to the '111 Patent, and similar words to convey the intentionally false and misleading assertion to the public that Active Again is a composition of matter or otherwise patented product for the specific purpose of deceiving the public in violation of 35 U.S.C. Section 292(a).

36. As a direct and proximate result of the aforesaid violation of 35 U.S.C. Section 292(a), Plaintiffs suffered, and continue to suffer, a competitive injury.

37. The false statements actually deceived and/or had the tendency to deceive a substantial segment of Defendants' intended audience. The deception was material in that it was likely to influence the consumers' purchasing decisions.

38. Defendants caused the false statements to enter interstate commerce.

39. Plaintiffs and consumers have been or are likely to be injured as a result of the false statements either by a direct diversion of sales from Plaintiffs to Defendants or by a lessening of the goodwill associated with Plaintiffs' products.

40. As a direct and proximate result of Defendants' conduct, Plaintiffs have been harmed in an amount according to proof and will suffer further, irreparable injury unless the requested relief is granted.

41. Plaintiffs are also entitled to injunctive relief to enjoin Defendants from the actions identified herein regarding the continued marketing, advertising, distribution, and sales of Active Again and use of the word "patent" in advertising to deceive the public.

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SECOND COUNT

**Violation of 15 U.S.C. §1125, et seq. [False Advertising,
False Designation of Origin, Unfair Competition and Injunctive Relief]
(Plaintiffs TriPharma and TOTN Against Defendants)**

42. Plaintiffs incorporate the allegations in the above paragraphs of this Complaint as though fully alleged herein.

43. Defendants' conduct as alleged herein constitutes false advertising, false designation of origin, and unfair competition in violation of Section 43 of the Lanham Act, 15 U.S.C. Section 1125(a).

44. The false statements actually deceived and/or had the tendency to deceive a substantial segment of Defendants' intended audience. The deception was material in that it was likely to influence the consumers' purchasing decisions.

45. Defendants caused the false statements to enter interstate commerce.

46. Plaintiffs and consumers have been or are likely to be injured as a result of the false statements either by a direct diversion of sales from Plaintiffs to Defendants or by a lessening of the goodwill associated with Plaintiffs' products.

47. As a direct and proximate result of Defendants' conduct, Plaintiffs has been harmed in an amount according to proof and will suffer further, irreparable injury unless the requested relief is granted.

48. Defendants' conduct as alleged herein was intentional, willful, wanton, malicious, oppressive, and reckless, thus warranting enhanced and/or treble damages and attorneys' fees pursuant to 15 U.S.C. Section 1117(a).

49. Plaintiffs are also entitled to injunctive relief to enjoin Defendants from the actions identified herein.

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THIRD COUNT

Declaratory Relief

(Plaintiffs TriPharma and TOTN Against Defendants)

50. Plaintiffs incorporate the allegations in the above paragraphs of this Complaint as though fully alleged herein.

51. A dispute has now arisen between Plaintiffs and each and all of the Defendants ("Parties") regarding the respective rights of each of the Parties. TOTN contends that it holds and maintains all Celadrin™ IP Rights and Periodyne™ IP Rights associated therewith, granted to it by assignment from TriPharma, including but not limited to existing patents, trademarks, studies, and research. Whereas Defendants have been marketing and selling products based on a patent they knew they had no rights to exploit and that they knew was owned by Plaintiffs.

52. A judicial declaration is therefore required declaring that: (1) Defendants have no right to continue to market, advertise, distribute and sell the product Active Again in derogation of TOTN's Celadrin™ IP Rights and Periodyne™ IP Rights acquired under assignment from TriPharma; (2) Defendants have no right to continue to use Plaintiffs' Patents in support of the efficacy of their product Active Again; (3) TOTN owns the Patents and was using the Patents at the time that Defendants use them in support of the efficacy of their product Active Again, and (5) Plaintiffs are entitled to be compensated by Defendants for the unauthorized use of the Patents and Celadrin™ IP Rights and Periodyne™ IP Rights.

FOURTH COUNT

Tortious Interference with Prospective Economic Advantage

(Plaintiffs TriPharma and TOTN Against Defendants)

53. Plaintiffs incorporate the allegations in the above paragraphs of this Complaint as though fully alleged herein.

1 54. On or about January 23, 2020, Tripharma and Imagenetix entered into
2 an Amended Settlement and Release Agreement in the Bankruptcy Case. The 2020
3 Settlement Agreement was confirmed by Order of the Bankruptcy Court on March
4 6, 2020. As part of the 2020 Settlement Agreement, Tripharma purchased all
5 remaining intellectual property assets of Imagenetix including, but not limited to:

- 6 – Any and all rights, title and interest to U.S. Patent 5,569,676.
- 7 – Any and all rights, title and interest to U.S. Patent 7,612,111.
- 8 – Any and all rights, title and interest to U.S. Patent 7,776,914.

9 55. In October 2020, TriPharma LLC acquired all Celadrin™ IP Rights
10 and Periodyne™ IP Rights from Imagenetix, Inc., along with other valuable
11 intellectual property rights ("IP") via an October 7, 2020 Assignment of Intellectual
12 Property, Intangibles, Patents and Patent Rights, and Trademark and Trademark
13 Rights ("Assignment"). TriPharma thereafter registered the Assignment with the
14 US Patent and Trademark Office (USPTO) for all Celadrin™ IP Rights and other
15 IP Rights.

16 56. Since the 2020 Settlement Agreement and Assignment, Plaintiffs have
17 been engaged in many economic relationships to use and exploit the intellectual
18 property that would have resulted in substantial economic benefit, including, but
19 not limited to, marketing the IP to third parties for licensing the IP rights.

20 57. Defendants had actual knowledge of the existence of these
21 relationships, including the marketing to third parties, and have intentionally
22 interfered with them by selling product on the internet and referencing the IP.
23 Defendants were also notified that TriPharma received in settlement any and all
24 rights, title, interest and/or ownership of Periodyne LLC, yet intentionally
25 redirected internet traffic to Defendants' own website using the Periodyne URL.

26 58. By engaging in this conduct, Defendants intended to disrupt Plaintiffs'
27 business, and/or knew that disruption of the relationship was certain or substantially
28 certain to occur.

1 59. Defendants' conduct did disrupt these relationships, resulting in harm
2 to Plaintiffs.

3 60. Plaintiffs have suffered damages from the interference in an amount
4 subject to proof.

5 61. Defendants' conduct was a substantial factor in causing Plaintiff's
6 harm.

7 62. Plaintiffs are also entitled to injunctive relief to enjoin Defendants
8 from the actions identified herein regarding the continued marketing, advertising,
9 distribution, and sales of their product Active Again, for which irreparable harm has
10 occurred, including confusion in the marketplace.

11 63. Defendants have intentionally or negligently interfered with Plaintiffs'
12 future and prospective sales and have attained ill-gotten profits from the marketing
13 and distribution of their product Active Again using unfair, deceptive, and
14 fraudulent business activities as alleged herein. These acts have caused and, unless
15 restrained by this Court by a preliminary injunction and permanent injunction, will
16 continue to cause Plaintiffs to suffer irreparable injury.

17 64. Plaintiffs have no adequate remedy at law. Damages at law are
18 inadequate. Plaintiffs, therefore, seek injunctive and/or other appropriate equitable
19 relief from this Court.

20 **FIFTH COUNT**

21 **Negligent Interference with Prospective Economic Advantage**
22 **(Plaintiffs TriPharma and TOTN Against Defendants)**

23 65. Plaintiffs incorporate the allegations in the above paragraphs of this
24 Complaint as though fully alleged herein.

25 66. Since the 2020 Settlement Agreement and Assignment, Plaintiffs have
26 been engaged in many economic relationships to use and exploit the intellectual
27 property that would have resulted in substantial economic benefit, including, but
28 not limited to, marketing the IP to third parties for licensing the IP rights.

1 67. Defendants had actual knowledge of the existence of these
2 relationships, including the marketing to third parties, and have negligently
3 interfered with them by selling product on the internet and referencing the IP.
4 Defendants were also notified that TriPharma received in settlement any and all
5 rights, title, interest and/or ownership of Peridyne LLC, yet negligently redirected
6 internet traffic to Defendants' own website using the Peridyne URL.

7 68. By engaging in this conduct, Defendants knew or should have known
8 that Plaintiffs' relationship would be disrupted, and/or knew or should have known
9 that disruption of the relationship was certain or substantially certain to occur.

10 69. Defendants' conduct did disrupt these relationships, resulting in harm
11 to Plaintiffs.

12 70. Plaintiffs have suffered damages from the interference in an amount
13 subject to proof.

14 71. Defendants' conduct was a substantial factor in causing Plaintiff's
15 harm.

16 72. Defendants have negligently interfered with Plaintiffs' future and
17 prospective sales and have attained ill-gotten profits from the marketing and
18 distribution of their product Active Again using unfair, deceptive, and fraudulent
19 business activities as alleged herein.

20 **SIXTH COUNT**

21 **California Bus. &Prof. Code Section 17200**

22 **(Plaintiffs TriPharma and TOTN Against Defendants)**

23 73. Plaintiffs incorporate the allegations in the above paragraphs of this
24 Complaint as though fully alleged herein.

25 74. Defendants engaged in unfair, unlawful and/or fraudulent business
26 practices, and such conduct as alleged herein constitute unfair competition in
27 violation of California Business and Professions Code Section 17200. As a direct
28 and proximate result of their conduct, Plaintiffs have been harmed in an amount

1 according to proof and will suffer further, irreparable injury unless the requested
2 relief is granted.

3 75. Plaintiffs are informed and believe, and on that basis allege, that
4 Defendants' conduct was unlawful, unfair and/or fraudulent and has the potential to
5 cause confusion in the marketplace.

6 76. Plaintiffs request that the Court enter such orders as may be necessary
7 to restore to it all sums which Defendants wrongfully acquired by means of unfair
8 and fraudulent conduct, as provided in Business and Professions Code Section
9 17203 and 17535, and for other appropriate relief.

10 77. Plaintiffs request that the Court enter such orders as may be necessary
11 to enjoin Defendants' false, fraudulent, and misleading labeling and advertising, as
12 provided in Business and Professions Code Sections 17203 and 17535, and for
13 other appropriate relief, including attorneys' fees pursuant to, inter alia, CCP
14 Section 1021.5, including restitution and disgorgement of profits, injunctive relief
15 from Defendants. Plaintiffs additionally request that such funds be impounded by
16 the Court or that an asset freeze or constructive trust be imposed upon such
17 revenues and profits to avoid dissipation and/or fraudulent transfer or concealment
18 of such monies by Defendants. Plaintiffs may be irreparably harmed and/or denied
19 an effective and complete remedy if such an order is not granted.

20 **SEVENTH COUNT.**

21 **California Bus. & Prof. Code Section 17500**

22 **(Plaintiffs TriPharma and TOTN Against Defendants)**

23 78. Plaintiffs incorporate the allegations in the above paragraphs of this
24 Complaint as though fully alleged herein.

25 79. California Business and Professions Code Section 17500 et seq.
26 prohibits the making or disseminating of actions that caused to be disseminated
27 before the general public in the State of California in any promotional materials and
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1 advertisements any statement regarding a consumer product that are untrue,
2 deceptive, unfair or misleading.

3 80. Defendants made, disseminated and/or caused to be disseminated
4 before the general public in this state, promotional materials and advertisements
5 containing statements regarding a consumer product that are untrue, deceptive,
6 unfair or misleading, thus causing members of the public to be deceived.

7 81. As a result of such labeling, promotional materials and advertisements,
8 used for the sale of their product Active Again, that Active Again is not a patented
9 ingredient, does not contain a patented ingredient, was not the subject of studies and
10 would not have been recognized by a reasonably prudent consumer or user,
11 including members of the public for whom the product was intended.

12 82. As a result of the conduct alleged above, the Defendants have been and
13 will be unjustly enriched at the expense of the consuming public. Specifically, they
14 have been unjustly enriched by receipt of profits from the wrongful sales of Active
15 Again in California, throughout the United States, which were sold through
16 advertisements and marketing which affirmatively misrepresents the nature and
17 efficacy of Active Again.

18 83. Pursuant to Section 17203 of the California Business and Professions
19 Code, Plaintiffs seek an order from the Court requiring Defendants to disgorge all
20 ill-gotten profits and awarding Plaintiffs restitution of all profits wrongfully
21 acquired by them by means of such false advertising, which has resulted in
22 Plaintiffs' inability to market their products. Plaintiffs additionally request that such
23 funds be impounded by the Court or that an asset freeze or constructive trust
24 imposed upon such revenues and profits to avoid dissipation and/or fraudulent
25 transfers or concealment of such monies by the Defendants.

26 84. Pursuant to Section 17535 of the California Business and Professions
27 Code, Plaintiffs seek an order of this Court requiring Defendants to disgorge all ill-
28 gotten profits and awarding Plaintiffs full restitution of all profits wrongfully

1 acquired by them by means of such false advertising, plus interest and attorneys'
2 fees pursuant to Section 1021.5 of the California Code of Civil Procedure, so as to
3 restore any and all monies to Plaintiffs which were acquired and attained by means
4 of such untrue and misleading advertising, and which ill-gotten gains are still
5 retained by Defendants. Plaintiffs may be irreparably harmed and/or denied an
6 effective and complete remedy if such an order is not granted. Plaintiffs also
7 request an injunction ordering that Defendants and their agents, employees,
8 servants, representatives, successors in interest, to refrain from the conduct set forth
9 herein.

10 **DEMAND/PRAYER FOR RELIEF**

11 Plaintiffs pray for an order and judgment thereon as to each Defendant, and
12 all of them, jointly and severally, as follows:

13 1. For an order and judgment thereon that Defendants have violated and
14 continue to violate Plaintiffs' Celadrin™ IP Rights and Periodyne™ IP Rights;

15 2. For general damages, including statutory damages, in a sum in excess
16 of the jurisdictional minimum of this Court, according to proof;

17 3. For compensatory and consequential damages in excess of the
18 jurisdictional minimum of this Court, and not less than \$10,000,000, according to
19 proof;

20 4. For an order granting the injunctive relief sought and enjoining
21 Defendants from continuing to sell, distribute, advertise or offer for sale or
22 distribution any weight loss product utilizing Plaintiffs' Patents including, but not
23 limited to, Active Again, or any product referencing Plaintiffs' Patents without any
24 rights to do so and regarding the following:

25 a. Defendants, and their agents, employees, servants, representatives,
26 successors in interest, and all those in concert with Defendants, be permanently
27 enjoined from engaging in the conduct set forth herein;

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1 b. Advertising, marketing, counterfeiting, or otherwise using Plaintiffs'
2 Patents without Plaintiffs' permission and approval;

3 c. Manufacturing, creating, designing, marketing, selling, advertising
4 producing, making, or otherwise using in any manner any product, that is likely to
5 cause confusion, deception, or mistake or that dilutes or is likely to infringe upon
6 Plaintiffs' Celadrin™ IP Rights and Periodyne™ IP Rights or their trademarked
7 products;

8 d. Engaging in any other conduct that tends to falsely represent, or is
9 likely to confuse, mislead, or deceive purchasers, Defendants' customers, Plaintiffs'
10 customers, and other members of the public to believe that Defendants' products are
11 connected with Celadrin™ IP Rights and Periodyne™, Plaintiffs' Patents or in
12 Plaintiffs' trademarked products;

13 e. Engaging in any other conduct that tends to falsely represent, or is
14 likely to confuse, mislead, or deceive purchasers, Defendants' customers, Plaintiffs'
15 customers, and other members of the public to believe that Defendants' products are
16 patented;

17 f. Further damaging Plaintiffs' goodwill;

18 g. Further engaging in unfair competition against Plaintiffs; and

19 h. Assisting, aiding, or abetting any other person or business entity in
20 engaging in or performing any of the activities referred to herein;

21 5. For this Court to issue a permanent injunction ordering that
22 Defendants issue and distribute a written mandate ordering each and all of its
23 distributors, and their agents, employees, servants, representatives, successors in
24 interest, to refrain from the conduct set forth herein, or be subject to sanctions as
25 deemed appropriate by this Court;

26 6. For enhanced and/or trebled pursuant to 15 U.S.C. Section 1117(b)
27 together with reasonable attorneys' fees;

28

- 1 7. For all profits earned by Defendants through the time of trial as result
- 2 of their infringing, diluting, and otherwise wrongful conduct alleged herein be
- 3 determined in an accounting, and thereafter disgorged and held in constructive trust
- 4 and paid over to Plaintiffs, and enhanced in the form of compensatory damages as
- 5 appropriate under the exceptional circumstances of this case;
- 6 8. For reasonable attorneys' fees, costs, and expenses incurred herein, as
- 7 appropriate under the exceptional circumstances of this case;
- 8 9. For prejudgment and post-judgment interest at the legal rate; and
- 9 10. For such other and further relief as this Court deems just and proper.

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Dated: December 6, 2022

WINTHROP LAW GROUP, P.C.

 /s/ Reid Winthrop
Reid A. Winthrop
Attorneys for Plaintiffs TRIPHARMA LLC and
THINGS OF THAT NATURE, INC.

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JURY TRIAL DEMAND

Plaintiffs TRIPHARMA LLC and THINGS OF THAT NATURE, INC.
demand a jury trial on all claims for relief.

Dated: December 6, 2022

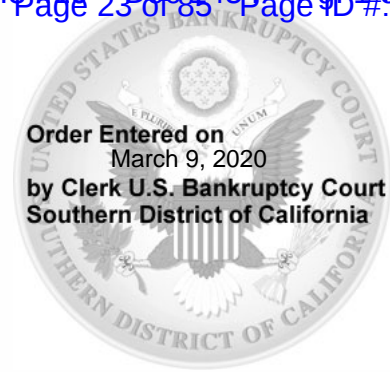
WINTHROP LAW GROUP, P.C.

/s/ Reid Winthrop
Reid A. Winthrop
Attorneys for Plaintiffs TRIPHARMA LLC and
THINGS OF THAT NATURE, INC.

EXHIBIT A

CSD 1001A [07/01/18]

Name, Address, Telephone No. & I.D. No.
Sullivan Hill Rez & Engel, APLC
James P. Hill, SBN 90478
Gary B. Rudolph, SBN 101921
600 B Street, Suite 1700, San Diego, California 92101
Telephone: (619) 233-4100
Fax Number: (619) 231-4372
Attorneys for Gerald H. Davis, Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re
IMAGENETIX, INC.,

BANKRUPTCY NO. NO. 12-16423-MM7

Date of Hearing: January 23, 2020
Time of Hearing: 2:00 p.m.
Name of Judge: Hon. Margaret M. Mann

Debtor.

ORDER

cbl

GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT OF CLAIMS BY AND AGAINST DR. KIM VANDERLINDEN (CLAIM 36) AND MED HOMEPAGE, INC., DBA HOPE SCIENCE (CLAIM 35)

The court orders as set forth on the continuation pages attached and numbered 2 through 10 with exhibits, if any, for a total of 10 pages. Motion/Application Docket Entry No. 1440 & 1341.

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DATED: March 6, 2020



Judge, United States Bankruptcy Court

ORDER GRANTING TRUSTEE'S MOTION TO APPROVE SETTLEMENT OF CLAIMS BY AND AGAINST DR. KIM VANDERLINDEN (CLAIM 36) AND MED HOMEPAGE, INC., DBA HOPE SCIENCE (CLAIM 35)
DEBTOR: IMAGENETIX, INC. CASE NO.: 12-16423-MM7

The Motion of Gerald H. Davis, Chapter 7 Trustee, for Order Granting Trustee's Motion to Approve Settlement of Claims by and Against Dr. Kim Vanderlinden and MED Homepage, Inc., dba Hope Science ("Motion") came on regularly for hearing on January 23, 2020 at 2:00 p.m. in Department 1 of the United States Bankruptcy Court Southern District of California, Chief United States Bankruptcy Judge Margaret M. Mann presiding. Gary B. Rudolph (appearing telephonically) and James P. Hill of Sullivan Hill Rez & Engel, APLC, appeared on behalf of Trustee Gerald H. Davis who was also present in the Court; Paul J. Leeds of Higgs Fletcher & Mack appeared on behalf of Dr. Kim Vanderlinden and MED Homepage, Inc. dba Hope Science; Thomas E. Palecek (appearing telephonically) of the Williams Palecek Law Group appeared on behalf of creditor William Goodrich; Dennis Winters (appearing telephonically) of the Winters Law Firm appeared on behalf of creditor Pacific Rainbow, Inc.; Matthew Bouslog (appearing telephonically) of Gibson, Dunn & Crutcher LLP appeared on behalf of interested party Proprietary Nutritionals, Inc. ("PNI"); John R. Walton (appearing telephonically) of the Walton Law Group, P.C. appeared on behalf of his firm; Dheeraj Singhal (appearing telephonically) of the DCDM Law Group appeared on behalf of his firm; Reid A. Winthrop appeared on behalf of creditors TriPharma, LLC and Evan Dameshek; A. J. Gupta and Jacob Ayres of the Gupta Legal Center appeared on behalf of creditor William Spencer; and Pamela Kleinkauf of the Law Offices of Pamela Kleinkauf appeared on behalf of creditors Anthony Wayne Opperman and Robert Dennis.

After hearing arguments of counsel and considering all pleadings and court documents filed in support of and in opposition to the Motion, and in compliance with the Court's February 28, 2020 Memo re: Order: Request for Further Documentation or Further Action, [ECF 1440], and good cause appearing therefor:

ORDER

1. Notice of the Motion was adequately and properly served on creditors and parties in interest pursuant to Rules 2002 and 9019(a) of the Federal Rules of Bankruptcy Procedure.
2. The Motion is granted pursuant to Rule 9019(a) of the Federal Rules of Bankruptcy Procedure and the Amended Settlement Agreement and Mutual Release By Way of Offset and Defense ("Amended Agreement") attached as Exhibit A hereto which has been updated to remove the reference to the sale of litigation claims is approved in all of its particulars.
3. Any inconsistencies between the language in this Order and the language contained in the Amended Agreement are controlled by this Order.
4. Claim Number 35 filed by MED Homepage, Inc., dba Hope Science ("Hope Science"), is disallowed in its entirety, as a result of setoff and defense by way of this settlement of the Estate's claims against Vanderlinden and Hope Science.
5. Claim Number 36 filed by Dr. Kim Vanderlinden ("Vanderlinden") is allowed in the amount of \$250,000 as a general unsecured claim solely on account of services provided to Imagenetix, medical reimbursement and commissions. The balance of Claim 36 is disallowed as a result of setoff and defense by way of this settlement of the Estate's claims against Vanderlinden and Hope Science.
6. The Trustee has met his burden of satisfying the standard set forth In re A&C Properties, 784 F.2d 1377 (9th Cir. 1986) as recited on the record at the hearing.
7. The settlement is a proper exercise of the Trustee's business judgment and is in the best interest of creditors of the bankruptcy Estate.
8. Notice of the Order is waived because the Amended Agreement attached hereto is better for creditors than the original agreement attached to the Motion.

IT IS SO ORDERED.

EXHIBIT A

AMENDED SETTLEMENT AGREEMENT AND MUTUAL RELEASE
BY WAY OF OFFSET AND DEFENSE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Gerald H. Davis, Chapter 7 Trustee for the Estate of Imagenetix, Inc. (“Trustee”), on the one hand, and Kim Vanderlinden (“Vanderlinden”) and Med Homepage, Inc., dba Hope Science (“Hope Science”), on the other. Vanderlinden and Hope Science are collectively referred to herein as “Creditors”; Trustee and Creditors are collectively referred to as the “Parties.”

In consideration of the promises and mutual agreements set forth below, the receipt and adequacy of which is hereby acknowledged, IT IS HEREBY AGREED by and between the undersigned Parties as follows:

SECTION I-RECITALS

On December 17, 2012, Imagenetix, Inc. filed a Chapter 11 voluntary petition entitled *In re Imagenetix, Inc.*, No. 12-16423-MM7, in the United States Bankruptcy Court, Southern District of California (“Bankruptcy Court”). On December 8, 2016, the United States Bankruptcy Court, Southern District of California granted a motion to Convert Case from Chapter 11 to Chapter 7 (the “Chapter 7 Case”).

On April 11, 2017, Vanderlinden filed an adversary proceeding entitled *Med Homepage, Inc. & Vanderlinden v. Imagenetix, Inc.*, ADV No. 17-90095-MM. The Trustee filed a motion to dismiss the adversary proceeding which was unopposed by Creditors and, in a Tentative Ruling filed June 27, 2017, the Court granted the Trustee’s motion to dismiss [ECF 10]. Thereafter the parties entered into a stipulation for a dismissal of the adversary proceeding. [ECF 12]. On July 12, 2017, an Order Regarding Stipulation for Dismissal of Adversary Complaint was entered [ECF 13] and the adversary proceeding closed. [ECF 14] All Parties specifically reserved all claims and defenses.

On July 11, 2017, Vanderlinden submitted claims in the Chapter 7 Case on behalf of Hope Science (Claim 35) and himself (Claim 36). Claim 35 was comprised of alleged contract claims and trade damages. Claim 36 was based largely on various asserted verbal and written agreements with Imagenetix, Inc., including asserted agreements for compensation for services to Imagenetix. Trustee objected to the allowance of Claims 35 & 36 on July 11, 2019. On September 6, 2019, Vanderlinden timely responded to Trustee’s objections. Thereafter, the Parties engaged in court-supervised mediation in chambers with the Hon. Laura Taylor, United States Bankruptcy Judge.

On November 12, 2019, the Trustee executed a Settlement and Release Agreement with TriPharma, Evan Dameshek, Greg Leppo and Dutch Harbor Financial (the “TriPharma/Trustee Settlement Agreement”) which was the subject of the Trustee’s Motion for Order Approving Settlement with TriPharma Parties Pursuant to Federal Rule of Bankruptcy Procedure 9019(a) [ECF 1266] filed with the Bankruptcy Court and noticed to all creditors and parties in interest in the Chapter 7 case. The TriPharma/Trustee Settlement Agreement expressly reserved in the Trustee the right as representative of the Estate to object to claims of Imagenetix insiders or other third parties holding claims against the Estate, and the Estate retained and reserved the right to use Estate claims against insiders and against other third parties holding claims against the Estate for purposes of

objection to the allowability of such claims or to assert the right of set off or to defend against claims of such insider and other creditors. The TriPharma/Trustee Settlement Agreement further provides that TriPharma shall not interfere with the Trustee's duties and administration of the Estate. The Trustee intends to exercise his preserved and retained rights to use the Estate's claims by way of setoff and defense in connection with the settlement of the claims of Vanderlinden and Hope Science as provided herein.

The Parties each dispute the claims and/or defenses asserted by the other.

WHEREAS, after considering the substantial expense and uncertainty associated with Claim 35, Claim 36, and any claims that the Trustee, the Estate, or Imagenetix, Inc., may have against Creditors, including but not limited to claims for royalties due, infringement of patent, trademark, or similar claims, the Parties desire to fully and finally settle, resolve, and compromise any claims that have been alleged by the Parties, or which could have been asserted by the Parties, and all other differences and controversies now existing between and among them, believing such settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without admission of and expressly denying any liability, fact, claim, or defense, on the terms and conditions set forth herein.

SECTION II-AGREEMENT

The Recitals above are incorporated into the Agreement. As consideration for their respective obligations, releases and waivers, each set forth below, the Trustee and the Creditors agree as follows:

1. Claim 36 will be allowed in the total amount of Two Hundred Fifty Thousand Dollars (\$250,000, "Settlement Amount") as a general unsecured claim, solely on account of services provided to Imagenetix, medical reimbursement, and commissions; and the balance of Claim 36 will be disallowed as a result of the setoff by way of this settlement of the Estate's claims against Vanderlinden and Hope Science.
2. Claim 35 will be disallowed in its entirety as a result of the setoff by way of this settlement of the Estate's claims against Hope Science and Vanderlinden.
3. Hope Science and Vanderlinden agree that any asserted rights, past, present or future, to hold a license or other right to use the intellectual property, tradenames, and trademarks of Imagenetix, Inc., derived from any prior agreements with Imagenetix, Inc., whether asserted, disputed or acknowledged, or otherwise, will terminate for all time on execution of this Settlement Agreement and Mutual Release.
4. As a result and effect of the setoff of the Estate's claims against the claims asserted by Vanderlinden and Hope Science against the Estate, which rights of setoff and defense were expressly retained by the Trustee for the benefit of the Estate in the TriPharma/Trustee Settlement Agreement, and which affirmative claims of the Estate are asserted here by the Trustee in defense and setoff against the claims filed or otherwise held by Vanderlinden and

Hope Science against the Estate, including Claim 35 and Claim 36, and expressly in exchange for Vanderlinden's and Hope Science's releases of all other claims they may otherwise hold against the Estate and Trustee except as allowed by this Agreement, the Trustee releases all affirmative claims that the Estate may have against Hope Science and Vanderlinden up to and including the Effective Date of this Agreement, as defined below, including but not limited to the Estate's claims of infringement and/or failure to pay royalties or to receive a share of revenues or profits from the use or exploitation by Hope Science and/or Vanderlinden of Imagenetix' intellectual property.

5. Fees and Costs. The Parties shall bear their own fees and costs (including but not limited to attorneys' and expert fees) incurred in connection with the litigation of all Creditors' claims, and the Title 11 proceedings.

6. Effective Date. Enforceability and validity of this Agreement is conditioned on entry of an Order in the Chapter 7 Case granting approval of the Agreement by the Bankruptcy Court, after notice to creditors and parties in interest, to the extent required, which Order has become final and not subject to stay of enforcement by appeal (herein "Final"), and it may be amended only by an agreement in writing which is then approved by the Bankruptcy Court. Upon the date upon which such Order becomes Final, this Agreement will automatically become effective. In addition, even without an Order, the Parties agree to act in good faith to seek approval of this Agreement and to work together to obtain a Final Order approving the Agreement. In all other respects, if the Bankruptcy Court does not become Final, then this Agreement shall be null and void and each of the Parties shall be returned to the position he, she or it occupied prior to executing the Agreement. If the Bankruptcy Court approves this settlement and the order approving the settlement is appealed, whether by a creditor of the Imagenetix Estate or anyone else, and if a court of competent jurisdiction issues a stay preventing the Parties from completing all terms of this Agreement, then the Trustee, on the one hand, and Vanderlinden and Hope Science, on the other hand, or any of them, in their sole discretion, shall have 15 days from the date of entry of the stay pending appeal to withdraw from and to void this Agreement. If either chooses to withdraw from and not to proceed with the Agreement, it shall send a writing to the other Party or Parties through that Party's or Parties' counsel giving notice of such election. Upon delivery of notice to withdraw from and not to proceed with the Agreement, this Agreement shall immediately and automatically be null and void. If the Bankruptcy Court approves this Agreement and the Order Approving the Settlement is appealed, whether by a creditor of the Imagenetix Estate or anyone else, but no stay of enforcement of the Agreement is entered, then the Parties shall proceed with the Agreement and perform all obligations pursuant to the Agreement. If this Agreement is either not approved by the Bankruptcy Court or voided by the Trustee or either or both of Vanderlinden or Hope Science within 15 days of entry of a stay pending appeal, then nothing in this Agreement shall be effective or binding on the Parties and the Parties shall automatically and without further notice have all rights and obligations that existed immediately before the signing of this Agreement.

7. Release. Except as to the obligations expressly undertaken by the Parties in this Agreement, the Parties generally, unconditionally, irrevocably and absolutely release each other

and their respective predecessors, successors, assigns, agents, spouses, heirs, principals, employers, affiliated entities, employees, counsel and representatives, from any and all claims, demands, causes of action, obligations, damages, and liabilities of any kind, whether known or unknown, arising out of, connected with, or incidental to with Claim 35, Claim 36, including any claims that the Trustee, the Estate, or Imagenetix, Inc., may have against Creditors, and any other matters arising between the Parties, which exist or may exist, from the beginning of time up to and including the Effective Date of this Agreement, to the fullest extent permitted by law.

Each party to this Agreement represents and warrants that he/she/it has not assigned, conveyed, transferred, or pledged any potential claims, defenses, demands, or causes of action against any other Party to any other person or entity, whether voluntarily or otherwise, and that to the extent that any such claims, defenses, demands, or causes of action exist, the Parties are the sole owners and holders of such claims, defenses, demands, or causes of action. The Trustee expressly reserved the right to use Estate claims in defense or setoff against claims asserted against the Estate in the TriPharma/Trustee Settlement Agreement, and commensurately TriPharma expressly agreed not to interfere with the Trustee's duties and administration of the Estate including objections to claims. Accordingly, this Agreement is expressly conditioned upon a finding by the Bankruptcy Court that the Trustee has authority to enter into the foregoing release based on the Trustee's retained rights and powers to use Estate claims in defense or setoff against claims asserted against the Estate.

In furtherance of the parties' mutual intent to bring final resolution to their claims against one another, except as expressly reserved and provided in this Agreement, and subject to the Bankruptcy Court's approval of this Agreement and authorization for the Trustee to enter into this Agreement on behalf of the Estate, the Parties further waive any unknown claims against each other, and the Trustee and Creditors hereby expressly waive and release any and all provisions, rights or benefits conferred by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE TRUSTEE.

Each of the Parties understands that it may be a "creditor" within the meaning of Civil Code Section 1542 or laws of other jurisdictions with same or similar effect.

The waiver and release set forth in Section II, paragraph 6 shall become effective upon approval of this Agreement by entry of an order of the Bankruptcy Court and that order becoming final and not subject to stay pending appeal or rehearing. The provisions of the release shall survive full performance of all the terms of this Agreement.

8. Acknowledgements of Intent to Transfer Rights.

- (a) Hope Science and Vanderlinden understand and agree that upon execution of this Agreement, neither of them shall assert any right or license to use Imagenetix'

intellectual property. Going forward, any right to use such intellectual property (i) must be independently acquired by Hope Science and Vanderlinden from TriPharma or from other parties to whom such property is ultimately transferred, or (ii) must be based on such rights the public at large may have in the public domain with respect to such property. The Trustee has no interest or concern with such rights or claims after execution of this Settlement Agreement and Mutual Release.

(b) Hope Science and Vanderlinden understand and acknowledge that TriPharma, or other successor to Imagenetix' intellectual property rights, may assert claims against them for acts infringing upon the intellectual property rights currently owned by Imagenetix, if such acts occur after the date of this Agreement, unless Hope Science and/or Vanderlinden enter into a subsequent license or business agreement with such holder of those rights. The Trustee has no interest or concern with such rights or claims after execution of this Settlement Agreement and Mutual Release.

9. No Opposition to Treatment of Shareholder Claims. Vanderlinden will not oppose or object to Trustee's treatment of claims of individual third parties, including individuals who were assisted by Vanderlinden in filing proofs of claims for amounts invested with Imagenetix, Inc., to assist in funding litigation for which a specific formula return was promised together with a promise of shares in Imagenetix, Inc.

10. No Admission of Liability. The Parties acknowledge and agree that this Agreement is a compromise and settlement of the Action and Adversary Proceeding and/or the disputed defenses expressly relating thereto and that neither the execution nor the terms hereof may be construed as an admission or creation of liability on the part of any party with respect to these disputed matters for any purpose.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, or discussions, whether oral or in writing, express or implied, between or among the Parties.

13. No Assignment. Each of the Parties to the Agreement represents and warrants that (a) there has been no assignment or other transfer of any interest in the claims which he/she/it has or may have that are being released herein; and (b) each party owns all claims, demands, and causes of action which the Parties release by this Agreement, which release is free and clear from all liens, claims, and encumbrances.

14. Authority to Enter into Agreement; Bankruptcy Court Approval. Except as to the Trustee, whose authority to enter into this Agreement is subject to the approval of the Bankruptcy Court, each of the parties to this Agreement represents and warrants that any person executing this Agreement on his/her/its behalf has the full right and authority to enter into this Agreement on behalf of said party, and has the full right and authority to execute this Agreement

subject to Notice to Creditors and Parties in Interest, opportunity for hearing, and entry of a final court order approving this Agreement which is not subject to a stay pending appeal or request for reconsideration or rehearing.

15. Consultation with Counsel. Each of the parties to the Agreement represents and warrants that this Agreement has been voluntarily and knowingly executed by the Parties after having had the opportunity to consult with legal counsel. The Parties declare that they know and understand the contents of this Agreement, and that they have executed it voluntarily.

16. Further Acknowledgements. Parties acknowledge that they have read this Agreement and that they understands its terms. Creditors shall take full and complete responsibility for any and all tax liability which might be incurred as a result of his receipt of any settlement monies.

17. Successors and Assigns. The terms of this Agreement shall be binding upon the Parties and their agents, employees, successors, assigns, and insurers.

18. Headings. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement or any provision of it.

19. Severability. If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one in the same instrument, and will be effective upon execution by all Parties. Facsimile signatures shall be deemed original signatures for all purposes.

21. Notice. Any notices required under this Agreement shall be served upon the Parties via facsimile and U.S. Mail as follows:

Trustee's Counsel:

James P. Hill
Gary B. Rudolph
Sullivan Hill Rez & Engel, APLC
600 B Street, Suite 1700
San Diego, CA 92101
619-233-4100
Fax: 619-231-4372

Creditor's Counsel:

Paul J. Leeds
Higgs Fletcher & Mack, LLP
401 W. A Street, Suite 2600

San Diego, CA 92101
619-236-1551
Fax: 619-696-1410

22. Voluntary Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part of or on behalf of the parties to this Agreement, with the full intent of releasing all claims as described herein. Each party acknowledges that he/she/it: (i) has read this Agreement; (ii) has been represented in the preparation and negotiation of this Agreement by legal counsel of his/her/its own choice; (iii) has received legal advice by such legal counsel prior to execution of this Agreement, if desired; (iv) understands the terms and consequences of this Agreement and of the releases it contains; and (v) is fully aware of the legal and binding effect of this Agreement.

23. Retention of Jurisdiction. The U.S. Bankruptcy Court for the Southern District of California will retain jurisdiction to enforce this Settlement Agreement.

THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THEY HAVE OR MIGHT HAVE AGAINST THE RELEASED PARTIES EXCEPT AS EXPRESSLY RESERVED OR PROVIDED UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date specified below

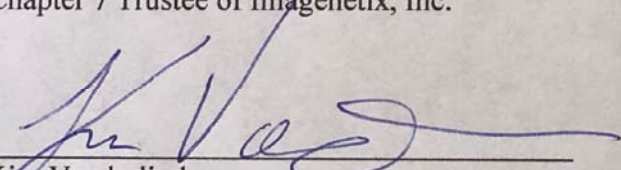
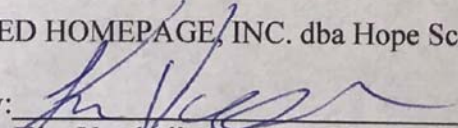
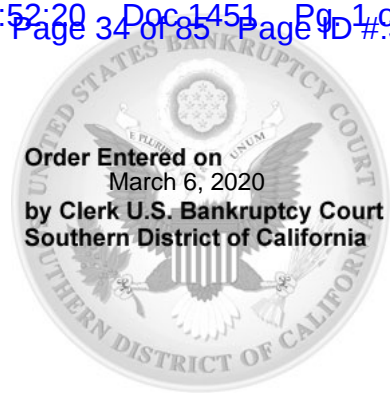
<p>_____</p> <p>Gerald H. Davis, Chapter 7 Trustee of Imagenetix, Inc.</p> <p></p> <p>_____</p> <p>Kim Vanderlinden</p> <p>MED HOMEPAGE, INC. dba Hope Science</p> <p>By: </p> <p>_____</p> <p>Kim Vanderlinden Its President</p>	<p>Dated: _____</p> <p>Dated: <u>MAR 3 / 20</u></p> <p>Dated: <u>MAR 3 / 20</u></p>
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EXHIBIT B



CSD 1007C [07/01/18] 408917-v5
Name, Address, Telephone No. & I.D. No.
Sullivan Hill Rez & Engel, APLC
James P. Hill, SBN 90478
Gary B. Rudolph, SBN 101921
600 B Street, Suite 1700, San Diego, California 92101
Telephone: (619) 233-4100
Fax Number: (619) 231-4372
Attorneys for Gerald H. Davis, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re IMAGENETIX, INC.,

Debtor.

LODGED

BANKRUPTCY NO. 12-16423-MM7

Date of Hearing: January 23, 2020

Time of Hearing: 2:00 p.m.

Name of Judge: Hon. Margaret M. Mann

COURT MODIFIED

**ORDER
GRANTING TRUSTEE'S MOTION FOR ORDER APPROVING SETTLEMENT WITH TRIPHARMA
PARTIES PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019(A)**

The court orders as set forth on the continuation pages attached and numbered 2 through 27 with exhibits, if any, (lc)
for a total of 27 pages. Notice of Lodgment Docket Entry No. 1404/1266

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DATED: March 6, 2020

Judge, United States Bankruptcy Court

GRANTING TRUSTEE'S MOTION FOR ORDER APPROVING SETTLEMENT WITH TRIPHARMA PARTIES
PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019(A)

DEBTOR: IMAGENETIX, INC.,

CASE NO: 12-16423-MM7

The Motion of Gerald H. Davis, Chapter 7 Trustee, for Order Approving Settlement with TriPharma Parties Pursuant to Federal Rule of Bankruptcy Procedure 9019(a) ("Motion") came on regularly for hearing on January 23, 2020, at 2:00 p.m. in Department 1 of the United States Bankruptcy Court Southern District of California, Chief United States Bankruptcy Judge Margaret M. Mann presiding. Gary B. Rudolph (appearing telephonically) and James P. Hill of Sullivan Hill Rez & Engel, APLC, appeared on behalf of Trustee Gerald H. Davis who was present in the Court; Paul J. Leeds of Higgs Fletcher & Mack appeared on behalf of Dr. Kim Vanderlinden and MED Homepage, Inc. dba Hope Science; Thomas E. Palecek (appearing telephonically) of the Williams Palecek Law Group appeared on behalf of creditor William Goodrich; Dennis Winters (appearing telephonically) of the Winters Law Firm appeared on behalf of creditor Pacific Rainbow, Inc.; Matthew Bouslog (appearing telephonically) of Gibson, Dunn & Crutcher LLP appeared on behalf of interested party Proprietary Nutritionals, LLC f/k/a Proprietary Nutritionals, Inc. ("PNI"); John R. Walton (appearing telephonically) of the Walton Law Group, P.C. appeared on behalf of his firm; Dheeraj Singhal (appearing telephonically) of the DCDM Law Group appeared on behalf of his firm; Reid A. Winthrop appeared on behalf of creditors TriPharma, LLC and Evan Dameshek; A. J. Gupta and Jacob Ayres of the Gupta Legal Center appeared on behalf of creditor William Spencer; and Pamela Kleinkauf of the Law Offices of Pamela Kleinkauf appeared on behalf of creditors Anthony Wayne Opperman and Robert Dennis.

After hearing arguments of counsel and considering all pleadings and court documents filed in support of and in opposition to the Motion and good cause appearing therefor, the Court makes the following rulings:

FINDINGS OF FACT

A. The Court's decision on the Motion was announced in open court on the record and constitutes the Court's Findings of Fact and conclusions of law, which are hereby incorporated into this Order pursuant to Rule 52 (a)(1) of the Federal Rules of Civil Procedure, incorporated by Rule 7052 of the Federal Rules of Bankruptcy Procedure, in addition to the Findings of Fact set forth below. The ~~Findings of Fact~~ are not binding on the Court or on other parties in the Order to Show Cause proceedings or in any other proceedings outside the context of the Court's approval of the Motion.

Agreement Recitals

B. The Trustee's Notice of the Motion which was served on creditors and parties in interest was adequate and proper under Rules 2002 and 9019(a) of the Federal Rules of Bankruptcy Procedure.

C. Recognizing the significant role that United States Bankruptcy Judge Laura S. Taylor played as the mediator in the court-supervised mediation, and given the changes to the Settlement Agreement that TriPharma and Evan Dameshek ("TriPharma Parties") and the Trustee have made to address the issues raised by the Court at the hearing on the Motion on January 9, 2020, the Court finds that the settlement was negotiated in good faith, without duress or collusion, and the Business Assets, as defined in the Amended Settlement and Release Agreement ("Amended Agreement") attached as Exhibit A hereto and herein incorporated by reference, are being transferred by the Trustee to and are being purchased by the TriPharma Parties in good faith.

D. The Trustee has met his burden of satisfying the standards set forth in *In re A&C Properties*, 784 F.2d 1377(9th Cir. 1986) as more fully set forth on the record at the hearing.

E. The settlement and sale of Business Assets presented in the Motion are a proper exercise of the Trustee's business judgment and is in the best interest of creditors of the bankruptcy Estate.

F. Nothing in the Debtor's Confirmed Plan of Reorganization, which was effective September 16, 2014, prevents the Trustee from selling the Business Assets as identified in and on the terms of the Amended

Agreement.

NOW, therefore, based on the aforementioned Findings; arguments of counsel presented in Court; and the pleadings and court documents filed in support of and in opposition to the Motion; the Court orders as follows:

ORDER

1. The Motion is granted pursuant to Rule 9019(a) of the Federal Rule of Bankruptcy Procedure and the Amended Agreement attached hereto as Exhibit A is approved in all of its particulars, subject to the terms of this Order. **The Agreement Recitals are not binding on the Court or on other parties in the Order to Show Cause proceedings or in any other proceedings outside the context of the Court's approval of the Motion.**
2. Any inconsistencies between the language in this Order and the language contained in the Amended Agreement are controlled by this Order.
3. TriPharma shall be allowed a secured claim (the "TriPharma Allowed Secured Claim" or "TASC") in the amount of \$3,888,621.80 as of August 31, 2019, together with interest at the rate of 6 percent per annum compounded quarterly accruing thereon from August 31, 2019 through the Effective Date as defined below, from which shall be deducted \$2,000,000 as a TriPharma credit bid for TriPharma's purchase of the Business Assets as defined in Schedule A of the Amended Agreement. Upon the Amended Agreement becoming effective as defined in Section III, paragraph P, of the Amended Agreement (hereinafter, the "Effective Date"), the Trustee (a) shall transfer the Business Assets to TriPharma and (b) shall interplead the remaining amount of the TASC in the Court's Registry as follows:
 - a. The interpled funds comprising the remainder of the TASC after deduction of the \$2,000,000 credit bid shall be deposited in an interest bearing account in the Court Registry Investment Fund and the Clerk of the Court is authorized under 28 U.S.C. § 1335 to deposit all amounts interpled in this case in the Disputed Ownership Fund within the Court Registry System pursuant to Section II. D of this Court's General Order 183-A dated December 1, 2016 with these funds remaining so invested pending further order of this Court.
 - b. The Clerk of the Court is directed to deduct from the income earned from the investment a fee, not exceeding that authorized by the Judicial Conference of the United States and set by the Director of Administrative Office, whenever such income becomes available for deduction in the investment so held and without further order of the Court.
 - c. Counsel presenting this Order must personally serve a copy thereof on the Clerk or the Chief Deputy Clerk prior to making the deposit. Absent personal service, the Clerk is hereby relieved of any personal liability relative to compliance with this Order.
 - d. Any lien of the Walton Law Group, DCDM Law Group, which are disputed, or any third party heretofore existing at the time of entry of this Order on the interpled funds shall remain as a lien on the interpled funds in order of their validity, enforceability, priority and amount until resolved by the cases pending in the Los Angeles County Superior Court of California (which was identified in the Amended Agreement as the Three State Court Attorney Lien Cases, and have been consolidated for trial and are hereafter referred to as the "State Court Action"), or pursuant to an order of any other court of competent jurisdiction.
 - e. All subsequent payments due to TriPharma on account of its TASC or on account of its allowed partially subordinated Unsecured Claim (the "TAPSUC") or otherwise from the Estate to TriPharma shall be made by the Trustee in the ordinary course of his administration of the Chapter 7 case and shall also be interpled with the Court consistent with the language and restrictions contained in this paragraph once this Order becomes final, non-appealable, and not subject to stay of enforcement by appeal.
4. The liens of the Walton Law Group, DCDM Law Group, which are disputed, or any other party on the interest of the TriPharma Parties in the Business Assets shall remain as liens on the TriPharma Parties' interest in order of their validity, enforceability, priority and amount subject to determination and resolution in

cases pending in the State Court Action or pursuant to an order of any other court of competent jurisdiction relating to the validity, enforceability, priority and amount of any lien on the interest of the TriPharma Parties' on the Business Assets.

5. In order to effect the transfer and assignment of the PNI License (as defined herein below) to TriPharma as provided in the Amended Agreement, the Trustee shall assume and assign the Purchase and Marketing Agreement dated November 23, 2009 as amended (the "PNI License") by and between PNI and the Debtor, to TriPharma pursuant to section 365 of the Bankruptcy Code. In compliance with Article XIV of the PNI License, PNI consents to the assignment of the PNI License to TriPharma. Following fulfillment of the closing conditions as provided in paragraph 7 of the Amended Agreement and upon the Trustee's transfer of the PNI License to TriPharma as provided in paragraph 7 of the Amended Agreement (the "Closing"), TriPharma shall be deemed to hold all rights and obligations arising under the PNI License, without objection by PNI. TriPharma expressly assumes all of the duties and obligations of the assignor, Imagenetix and the Debtor Estate. Upon the Closing of the transfer and assignment to TriPharma of the PNI License, the Trustee and the Debtor Estate shall be relieved from any further obligation or for any liability for any breach of such agreement occurring after Closing pursuant to Section 365(k) of the Bankruptcy Code. **Upon further consideration of the Court, all payments under the PNI license by PNI shall be interpled in the Disputed Ownership Fund as outlined by the terms in section 3 above.**

~~6. Notwithstanding anything in the Amended Agreement, any payments due under the PNI License by PNI prior to the Effective Date and Closing shall continue to be paid to the Trustee and will remain property of the Estate. Any payments due under the PNI License by PNI after the Effective Date and Closing shall be paid to the Trustee who will hold those payments in trust in a separate interest bearing account and which shall be deemed to be a Qualified Settlement Fund pursuant to 26 C.F.R. § 1.468B-1, until there is a final nonappealable order, not subject to stay of enforcement by appeal, of this Court determining the appropriate recipient of such payments ("Post-Closing Payments"). The liens of the Walton Law Group, DCDM Law Group, which are disputed, or any other party heretofore existing at the time of entry of this Order shall remain on TriPharma interests in the Post-Closing Payments in order of their validity, enforceability, priority and amount, pending entry of an order by a court of competent jurisdiction determining the appropriate recipient of these Post-Closing Payments.~~

all payments under the PNI license

7. In addition to the TASC, TriPharma shall also have, and be allowed, a further partially subordinated unsecured claim (the "TriPharma Allowed Partially Subordinated Unsecured Claim" or "TAPSUC") in the amount of \$2,193,512.79, which includes default interest at the rate of 15 percent per annum through August 31, 2019. The TAPSUC shall be capped and shall not bear interest after August 31, 2019. The TAPSUC shall be subordinated to approved and allowed Chapter 7 and Chapter 11 administrative expense claims and allowed claims of general unsecured creditors other than TriPharma (herein "Other Allowed General Unsecured Claims" or "OAGUC") to the limited extent that: (a) the subordination is limited to an aggregate maximum total of \$1,500,000 of OAGUC; (b) the subordination applies only to OAGUC that are approved and allowed by the Court after the Trustee and TriPharma have a full and fair opportunity to object or otherwise challenge the claims of general unsecured creditors of the Estate; (c) after OAGUC are paid distributions which in total aggregate \$1,500,000, the subordination of TriPharma's TAPSUC shall end, and TAPSUC shall thereafter be paid by the Trustee on his distribution of claims in the ordinary course of his administration of the Estate on a pro rata basis with the remaining OAGUC from the available funds of the Estate. No attorneys' fees or costs will be allowed on claims allowed to TriPharma under the Amended Agreement, including on the TriPharma Secured Claim, whether secured, unsecured and/or subordinated, except as follows: (a) if and only to the extent that the total amount of OAGUC is \$1,500,000 or less, TriPharma shall have the right to make a request to this Court to allow certain attorneys' fees and costs pursuant to section 506 of the Bankruptcy Code (herein "Allowable Attorneys' Fees And Costs" or "AAFC") and the Trustee shall not object to such AAFC; (b) the AAFC shall be capped at \$200,000; (c) the AAFC shall be limited to fees and costs incurred prior to the filing of the Order to Show Cause ("OSC") entered by the Court on June 13, 2017 [ECF 736] and/or to fees and costs incurred post-OSC filing associated solely with the negotiations related to settlements with the Trustee and/or to fees and costs incurred post-OSC associated with the alleged breaches of the Settlement and Release Agreement ("SRA") approved by this Court on November 4, 2013 [ECF 271] by Imagenetix and its officers (including fees incurred by TriPharma's counsel in defense of the adversary proceedings filed by FFBM). No other claims will be allowed TriPharma other than as provided in this Agreement.

8. Notwithstanding any provision of the Amended Agreement, the Estate will retain as property of the Estate the Estate's claims against all third parties, and all such claims will not be transferred to TriPharma.

9. The claims of the TriPharma Parties, including whatever claims were provided in the Imagenetix Chapter 11 Plan, are allowed solely as provided in the Amended Agreement and this Order, and all other claims, if any, are expressly disallowed.

10. For purposes of clarity and to avoid ambiguity, all payments to TriPharma on its TASC, on its TAPSUC, ~~and on its AAFC, if any, shall be paid by the Trustee in the ordinary course of his administration of this Chapter 7 case into and held by the Court in its Court Registry as provided in paragraph 3 above pending further Order of this Court. Post-Closing Payments to be made by PNI shall be treated, paid, and held by the Trustee as provided in paragraph 6 above pending further Order of the Court.~~

IT IS SO ORDERED, and any payments under the PNI license,

AMENDED SETTLEMENT AND RELEASE AGREEMENT

I. INTRODUCTION

The parties to this Settlement Agreement (herein “Agreement”) are TriPharma, LLC (herein “TriPharma”), Evan P. Dameshek (herein “Dameshek”), Dutch Harbor Financial, Ltd. (herein “DHF”), David Greg Leppo (herein “Leppo”), and Gerald H. Davis, Chapter 7 Trustee (herein “Trustee”) of the bankruptcy estate (herein “Estate”) of Imagenetix, Inc. (“Debtor” and/or “Imagenetix”) in Case No. 12-16423-MM7 (herein “BK Case”) filed in the United States Bankruptcy Court, Southern District of California (herein “BK Court”). The parties to this Agreement may be collectively referenced herein as the “Parties,” and each of the Parties may be referenced individually as a “Party.” This Agreement is made with reference to allegations, facts, circumstances and defined terms set forth in this Section I (titled “Introduction”) and the following Section II (titled “Recitals”). Sections I and II are intended to assist in the understanding and interpretation of the settlement agreement set forth in Section III (titled “Agreement”). This Agreement shall be deemed dated as of the date when all of the Parties have provided the required signatures at the end of this document.

II. RECITALS

- A. On or about December 17, 2012, Imagenetix filed a Chapter 11 bankruptcy petition in the BK Court, thereby commencing Case No. 12-16423-11 (later known as Case No. 12-16423-MM7 after conversion to a Chapter 7 bankruptcy, herein collectively the “BK Case”) assigned to United States Bankruptcy Judge Margaret M. Mann.
- B. On or about July 24, 2013, TriPharma filed the following proofs of claim in the BK Case: “Claim No. 15” in the amount of \$4,496,044.86; “Claim No. 16” in the amount of \$37,145,966.23; and “Claim No. 17” in the amount of \$277,766.04, and also asserted additional unspecified claims and damages (herein collectively “BK Claims”).
- C. On or about August 29, 2013, Imagenetix and TriPharma entered into a Settlement and Release Agreement (herein “SRA”) which was approved by the BK Court on or about November 4, 2013 [see ECF 271].
- D. On or about September 16, 2014, the “Chapter 11 Plan” (herein sometimes referenced as the “Plan”) of Imagenetix was confirmed by an order of the BK Court (herein “Confirmation Order”) [see ECF 447]. The Plan became effective on or about September 6, 2014 [see ECF 460].
- E. The Plan included provisions specifying that pursuant to Section 14.b of the SRA, TriPharma released the Debtor of all claims existing prior to the execution of the SRA (herein “Release”); that pursuant to Section 15 of the SRA, the Release was a final accord, satisfaction and settlement as to each claim existing prior to the execution of the SRA; that pursuant to Section 5.2.13 of the Plan, the Release was explicitly incorporated into the Plan; and that pursuant to Section 5.2.12.1 of the Plan and Section 13 of the SRA, TriPharma was required to “file a cancellation of the TriPharma Judgment Lien

with respect to the TriPharma Judgment.” Section 5.2.9 of the Plan further provided that the Plan amended TriPharma’s Claim Nos. 15, 16, and 17 to reflect that TriPharma held an allowed secured claim in the amount of \$3.5 million and an allowed unsecured claim in the amount of \$4million in Class 5; provided, however, Section 5.2.10 of the Plan also provided that “[i]n no event shall TriPharma have the right to collect on account of its Allowed Claims payments in a total amount in excess of \$3.5 million plus any interest payable [t]hereunder.” The claims allowed TriPharma under the Plan, which replaced and superseded all prior claims of TriPharma, are sometimes referenced herein as the “TriPharma Secured Claim.”

- F. The Plan also provided that TriPharma would have a second-priority security interest encumbering all assets (tangible and intangible) of Imagenetix as the reorganized Debtor, including all intellectual property rights, cash, receivables and rights of any kind (herein sometimes referenced as the “TriPharma Collateral”). The TriPharma Collateral, which TriPharma was required to perfect, secured the Class 2 TriPharma Secured Claim under the Plan, and was second in priority to the lien belonging to Pacific Rainbow International, Inc. (herein “Pacific Rainbow”). Accordingly, the Plan required Debtor Imagenetix “[o]n or as soon as reasonably practicable after the Effective Date of this Plan” to execute and deliver to TriPharma any document reasonably requested by TriPharma, and also required the Debtor Imagenetix to undertake any act reasonably requested by TriPharma in order to perfect TriPharma’s interest in the TriPharma Collateral. The Parties have unresolved disputes as to whether TriPharma perfected the TriPharma Secured Claim as further discussed in Recital Paragraph M below.
- G. The Plan, as it related to TriPharma, provided in part that payments due from the Debtor Imagenetix to TriPharma were to be delivered to the Law Offices of John R. Walton Client Trust Account (herein “Walton Trust Account”) pursuant to Article 10.A.VIII of the SRA rather than directly to TriPharma.
- H. The Parties have unresolved disputes with respect to the timing and status of Plan payments due from Imagenetix to TriPharma and the alleged failure of Imagenetix to make such payments, which disputes are settled and resolved by this Agreement.
- I. On or about July 2, 2014, the Law Offices of John R. Walton, P.C. now known as the Walton Law Group, P.C. (herein collectively “WLG”) filed a Notice of Attorney’s Lien [ECF 394] for attorneys’ fees and costs alleging lien rights on any recovery obtained by TriPharma in connection with the BK Case. Earlier, WLG served as co-counsel to TriPharma in the BK Case and other matters. TriPharma represents that it has contested WLG’s purported lien rights and claims since 2014 and further represents that state court proceedings are pending in the Los Angeles County Superior Court which should eventually fully resolve the disputes and claims existing between WLG, TriPharma and Dameshek.
- J. On or about July 21, 2014, DCDM Law Group, PC (herein “DCDM”) filed a Notice of Attorneys’ Lien [see ECF 402] for attorneys’ fees and costs alleging lien rights on any recovery obtained by TriPharma in connection with the BK Case. Earlier, DCDM served

as co-counsel to TriPharma in the BK Case. TriPharma represents that it has contested DCDM's purported lien rights and claims since 2014 and further represents that state court proceedings are pending in the Los Angeles County Superior Court which should eventually fully resolve the disputes and claims existing between DCDM, TriPharma and Dameshek.

- K. The unresolved disputes and claims between and among WLG, DCDM, TriPharma and Dameshek, and other parties, are being litigated exclusively in three state court proceedings pending in the Los Angeles County Superior Court (herein collectively the "Three State Court Attorneys' Lien Cases"), and those proceedings do not involve the Trustee or the BK Estate as parties. The Three State Court Attorneys' Lien Cases are presently consolidated under the lead case number BC642599 in the Los Angeles County Superior Court.
- L. Previous to confirmation of the Plan, in or about March 2011, Imagenetix purportedly entered into an "Agreement for Assignment of Patent and Other Property" (herein "I-FF Assignment Agreement") with First Fruits Business Ministry, LLC (herein "FFBM") concerning rights to a patent referenced herein as the "892 Patent". The 892 Patent was the subject of a pre-existing licensing agreement between Imagenetix and TriPharma. Both FFBM and TriPharma claim competing rights in the 892 Patent. The Trustee has repeatedly asserted and acknowledged that the 892 Patent is not property of the Estate and is not an asset over which the Trustee has custody or control, consistent with the testimony of the CFO of the Debtor, Lowell Giffhorn, and the schedules of the Debtor, as well as the SRA. TriPharma contends, and the Trustee disputes, that Imagenetix has continuing duties under the SRA to cooperate with TriPharma in defending TriPharma's exclusive rights to the 892 Patent confirmed by the SRA. The Trustee has no interest in the continuing litigation between FFBM and TriPharma, including but not limited to whether TriPharma's rights under the AEMSA conferred renewal rights on TriPharma or that TriPharma has continuing interests or rights in the 892 Patent by license or otherwise. FFBM and TriPharma are litigating these and other issues in the Superior Court of California for the County of Orange in Case No. 30-2018-01007359 (herein "FF Case"). Neither the Trustee nor the Estate is a party to the FF Case. FFBM's claims asserted in Adversary Proceeding No. 3:18-ap-90128 against the Estate and TriPharma concerning rights to the 892 Patent were dismissed with prejudice as to the Estate, and without prejudice as to TriPharma, by the BK Court on March 27, 2019 [ECF 59]. This Agreement, by the transfers and assignments of rights and interests to TriPharma by the Trustee and Estate, and by TriPharma's obligation to defend, indemnify and hold harmless the Trustee, the Trustee's professionals and the Estate harmless from any disputes, claims, actions or any legal challenge or proceedings brought by FFBM as provided at Paragraph 17 below, resolves all issues between TriPharma and the Trustee and Estate with respect to TriPharma's contention that the Estate as successor to Imagenetix's rights and duties has any continuing role, duties or responsibilities with respect to FFBM, which the Trustee has and continues to dispute.
- M. The Trustee asserts, pursuant to the terms of the SRA between TriPharma and Imagenetix, and the Plan, that TriPharma's liens pre-dating the Chapter 11 Case were

vacated and terminated and replaced with new replacement liens granted pursuant to the terms of the Plan and the BK Court's order confirming the Plan. On or about January 8, 2015, TriPharma filed a UCC-1 Financing Statement with the California Secretary of State as Document No. 15-7444602184 describing as collateral all of Imagenetix's assets, tangible and intangible, including all intellectual property rights, cash, receivables and rights of any kind. On February 26, 2016, TriPharma filed a UCC-1 Financing Statement Amendment adding DHF as a secured party. The Trustee asserts the financing statements filed by TriPharma in California were ineffective to create or perfect a lien on Imagenetix's assets based on applicable law. The Plan required the Debtor "[o]n or as soon as reasonably practicable after the Effective Date of this Plan" to execute and deliver to TriPharma any document reasonably requested by TriPharma, and also required the Debtor to take any act reasonably requested by TriPharma, in order to perfect TriPharma's interest in the TriPharma Collateral, all of which the Trustee contends TriPharma and the Debtor failed to do as expressly required by the Plan. TriPharma disputes the Trustee's contention, and asserts that it has perfected TriPharma's interest in the TriPharma Collateral.

- N. On September 17, 2014, Imagenetix delivered an initial \$150,000 payment on account of the SRA and Plan to the Walton Trust Account after the Confirmation Order was entered. Thereafter, on December 16, 2014 Imagenetix delivered an additional \$100,000 payment to the Walton Trust Account. The \$150,000 payment and the \$100,000 payment were credited and offset against money due to TriPharma and Dameshek pursuant to the terms of the SRA. The Trustee is unaware of any other party who has established a legal right to the money paid on account of the SRA, other than the attorneys' lien claims which are contested and subject to pending litigation in state court. The Trustee acknowledges that the Estate has no claim of ownership of the foregoing money paid on account of the SRA and the Trustee is unaware of any other party with a legal claim to such money, other than the attorneys' lien claims which are contested and subject to pending litigation in state court.
- O. The Parties have material disagreements with respect to the timing and status of Plan payments due from Imagenetix to TriPharma and the alleged failure of Imagenetix to make such payments. The Trustee's allegations with respect to these disputes are more fully set forth in the Trustee's complaint filed in Adversary Proceeding No. 19-90047MM ("Trustee's Complaint") in the BK Court naming as defendants TriPharma, Dameshek, and Leppo alleging various wrongful acts by TriPharma, Dameshek, DHF and Leppo. These disputes and disagreements are settled and resolved by this Agreement.
- P. On or about April 1, 2015, TriPharma and Dameshek entered into a Claim Sale and Assignment Agreement under which TriPharma purportedly transferred some of its rights, title and interests in and to the TriPharma Secured Claim to DHF, as such TriPharma Secured Claim is treated under the SRA and Plan. On April 21, 2015, DHF gave notice of the partial sale and transfer of the BK Claims as required under the Bankruptcy Rules. The Trustee's Complaint filed in Adversary Proceeding No. 19-90047MM alleges various wrongful acts by TriPharma, Dameshek, DHF and Leppo

relating to this transaction. The Trustee's Complaint has not been served, but TriPharma has expressed its intention to contest the Complaint and all allegations stated therein

- Q. In March 31, 2016, pursuant to an agreement between Imagenetix and DHF, Imagenetix paid \$282,210.42 on account of the SRA, which was deposited into the trust account of Hinds & Shankman, LLP (herein "H&S"), then joint attorneys for TriPharma, Dameshek and DHF. The \$282,210.42 was credited and offset against money due to DHF, TriPharma and/or Dameshek on account of the SRA, and are sums that the secured claimants DHF, TriPharma and/or Dameshek would have been entitled to under the SRA. The Trustee acknowledges that the Estate has no claim of ownership of the foregoing money paid on account of the SRA and the Trustee is unaware of any other party with a legal claim to such money, other than the attorneys' lien claims which are contested and subject to pending litigation in state court. The Parties, therefore, acknowledge that the actions of DHF, TriPharma and/or Dameshek with regard to the \$282,210.42 payment, accordingly, resulted in their obtaining funds to which TriPharma and Dameshek were otherwise and ultimately entitled to receive under the SRA.
- R. Imagenetix, on the one hand, and TriPharma and DHF, on the other, were unable to resolve their disputes, and on November 1, 2016, Imagenetix filed a Motion to Convert the Chapter 11 bankruptcy case to a Chapter 7 bankruptcy case [see ECF 567]. An order was entered December 8, 2016 [see ECF 585] granting the motion and Gerald H. Davis was appointed the trustee (herein "Trustee") of the Chapter 7 Estate.
- S. Pursuant to an order entered January 23, 2017 [see ECF 612], a Stipulation between the reorganized debtor Imagenetix and the Trustee was approved such that the assets of the reorganized debtor Imagenetix would vest in the Trustee and constitute property of the Chapter 7 Estate subject to administration by the Trustee.
- T. TriPharma and Dameshek represent that on or about November 2, 2017, they entered into a Claim Sale and Assignment Agreement under which DHF, acting by and through Dameshek and Leppo, transferred any rights, title and interests in and to the TriPharma Secured Claim and BK Claims against Imagenetix back to TriPharma, as such claims were treated under the SRA and Plan, thereby rescinding the earlier agreement. On November 2, 2017, TriPharma gave notice of the sale and transfer as required under the Bankruptcy Rules. No objection was made to the transfer. TriPharma represents and warrants that it has therefore acquired whatever right, title, and interest in such claims that had been transferred to DHF or to Dameshek and Leppo or any of them. TriPharma further represents and warrants that DHF, Dameshek and Leppo have no right, title, or interest in such claims or any other assets, claims, or property otherwise dealt with in this Agreement, and that TriPharma is fully authorized to enter into the Agreement without reservation or limitation. Concurrently, DHF, Dameshek and Leppo each represent and warrant that DHF, Dameshek and Leppo have no right, title, or interest in such claims or any other assets, claims, or property otherwise dealt with in this Agreement, and that TriPharma is fully authorized to enter into the Agreement without reservation or limitation.

- U. In or about October 2018, the Trustee sought to abandon claims against former Imagenetix directors and officers, including former Imagenetix CEO William Spencer. TriPharma objected to and opposed the Trustee's motion.
- V. In December 2018, the Trustee sought to abandon claims against former Imagenetix CEO William Goodrich. TriPharma intended to object to and oppose the Trustee's motion. However, in good faith anticipation that a settlement would be finalized, executed and approved, TriPharma withdrew its opposition in the interests of focusing on settlement, which ultimately led to this resolution.
- W. TriPharma and Dameshek allege, without confirmation by the Trustee, that there are third parties (herein "Third Party Infringers") who have been and/or who currently are infringing upon IP Assets that are property of the Estate. TriPharma and Dameshek assert, and the Trustee reserves the right to dispute, that the alleged misconduct of Third Party Infringers has severely devalued such IP Assets and eroded the amount of revenue and other value received and that could have been achieved for the Estate, and disbursed to any remaining creditors.
- X. As noted above, the Estate maintains ownership of certain assets including, but not limited to, its IP Assets constituting property of the Estate, including valuable interests in such items as patents, trademarks, licenses, inventory and products, and revenue streams from such assets, including the PNI revenue stream (herein collectively the "Imagenetix Business Assets") listed in Schedule A.
- Y. The foregoing is not intended as a complete summary of the extremely long and complicated factual history, or the numerous complex issues which have been or may be litigated, or the extensive conflicting allegations of the Parties. The Trustee and TriPharma and Dameshek believe continuation of the long-standing disputes and stalemates are not in the best interests of the Estate or TriPharma and Dameshek and also believe that the disputes and stalemates could continue for years at enormous expense to the Parties, to the Estate and its general creditors, and causing needless prejudice to all interested parties, unless a pathway is found to a reasonable solution.

The BK Court encouraged the Parties to resolve the stalemate in the BK Case by negotiating a mutually acceptable resolution. In 2019, the Trustee and TriPharma and Dameshek, together with Leppo and DHF, resumed their efforts to negotiate a reasonable and mutually acceptable resolution which took into account the totality of circumstances and guidance previously provided by the BK Court. In negotiating, the Trustee and TriPharma and Dameshek, together with Leppo and DHF, wanted to resolve all existing and potential disputes between them, including the TriPharma Secured Claim, the BK Claims, the lien claims of TriPharma against the Estate, ownership of assets of the Estate, the allegations and claims encompassed within the Trustee's Complaint in Adversary Proceeding No. 19-90047MM, and also (to the extent possible) dealing with existing or potential litigation involving third parties which could impact the Trustee or Estate. In aid of the Parties' efforts to resolve their disputes, which grew ever more complex and complicated during 2019, the Parties requested approval from the BK Court to have

mediation proceedings with United States Bankruptcy Judge, Hon. Laura Taylor (herein “Judge Taylor”) acting as the Mediator. The BK Court and Judge Taylor approved this request. TriPharma and Dameshek also invited WLG and DCDM to participate in a concurrent mediation proceeding with Judge Taylor, but they declined the invitation.

- Z. Judge Taylor conducted extensive mediation proceedings with the Parties, which included detailed confidential mediation briefs, submission of substantial information, multiple in-person and telephonic mediation sessions, and review of rounds of proposed settlement term sheets and multiple rounds of draft agreements as the mediation progressed. The mediation proceedings required several months of effort, and resulted in the settlement contained in this Agreement. The settlement was made possible by careful analysis and guidance from Judge Taylor, who considered the totality of circumstances and interests of all concerned in proposing and recommending solutions and compromises to help the Parties reach a comprehensive resolution of the many complex issues that heretofore eluded resolution during the almost six years that the BK Case has been pending. Judge Taylor has recommended that the Parties settle on the terms and conditions set forth in this Agreement.
- AA. Following the initial hearing on the Trustee’s motion for approval of this Agreement on January 9, 2020 and upon consideration of the BK Court’s tentative decision announced in advance of the hearing, the Parties have agreed to modify their Agreement to satisfy and address the Court’s issues, which they have done willfully and intending to be bound as set forth below.

NOW, THEREFOR, in consideration of the mutual covenants contained herein and other good and valuable consideration to be delivered only after approval by the BK Court, but which the Parties believe is fair, reasonable and sufficient, the Parties now agree as follows:

III. AGREEMENT

A. Agreements.

1. The “Agreements” set forth in Section III of this Agreement involve a comprehensive compromise, resolution and settlement of multiple disputed issues. Unless expressly stated to the contrary, the Agreements are contingent on approval by the BK Court of ALL the Agreements by the granting of a Motion to Approve Settlement (herein “MAS”) that approves the entirety of each of the Agreements. In the event the MAS is not granted and the Agreements are not fully approved by the BK Court, each of the Agreements contained herein shall be null and void unless expressly stated to the contrary.
2. The TriPharma Secured Claim is hereby allowed as follows: (1) TriPharma shall be deemed to have, and upon approval of the MAS shall be allowed, an allowed secured claim (herein “TriPharma’s Allowed Secured Claim” or “TASC”) in the amount of \$3,888,621.80, which includes interest through August 31, 2019 (calculated at a non-

default rate of 6 percent per annum). (2) The TASC shall bear secured interest commencing August 31, 2019 at a rate of 6 percent per annum (herein “TASC Interest”) until the TASC is allowed by approval of the MAS by a final order of the BK Court and until distribution to TriPharma of the Imagenetix Business Assets as defined below. (3) TriPharma shall also be deemed to have, and upon approval of the MAS shall be allowed, an allowed partially subordinated unsecured claim (herein “TriPharma Allowed Partially Subordinated Unsecured Claim” or “TAPSUC”) in the amount of \$2,193,512.79, which includes interest through August 31, 2019 (calculated at a default rate of 15 percent per annum). (4) The TAPSUC shall be capped and shall not bear interest after August 31, 2019. (5) The TAPSUC shall be subordinated to approved and allowed claims by general unsecured creditors other than TriPharma (herein “Other Allowed General Unsecured Claims” or “OAGUC”) to the limited extent that: (a) the subordination is limited to an aggregate maximum total of \$1.5 Million of OAGUC; (b) the subordination applies only to OAGUC that are approved and allowed by the BK Court after the Trustee and TriPharma have a full and fair opportunity to object or otherwise challenge the claims of general unsecured creditors of the Estate; (c) after OAGUC are paid an aggregate total of \$1.5 Million, the subordination of TriPharma’s TAPSUC shall end, and TAPSUC shall thereafter be payable by the Trustee on his distribution of claims in the ordinary course of administration of the Estate on a pro rata basis with the remaining OAGUC from the available funds of the Estate. No attorneys’ fees or costs will be allowed on claims allowed to TriPharma under this agreement, including the TriPharma Secured Claim, whether secured, unsecured and/or subordinated, except as follows: (a) if and only to the extent that the total amount of OAGUC is \$1.5 Million or less, TriPharma shall have the right to make a request to the BK Court to allow certain attorney’s fees and costs pursuant to 11 U.S.C. §506 (herein “Allowable Attorneys’ Fees And Costs” or “AAFC”) and the Trustee shall not object to such AAFC; (b) the AAFC shall be capped at \$200,000; (c) the AAFC shall be limited to fees and costs incurred prior to the filing of the OSC by the BK Court and/or to fees and costs incurred post-OSC filing associated solely with the negotiations related to settlements with the Trustee and/or to fees and costs incurred post-OSC associated with the alleged breaches of the SRA by Imagenetix and its officers (including fees incurred by TriPharma’s counsel in defense of the adversary proceedings filed by FFBM). No other claims will be allowed TriPharma other than as provided in this Agreement.

3. As valuable consideration under this Agreement, and as an express condition of the Agreement, TriPharma hereby credit bids and shall as a result of that credit bid purchase and receive all of the “Imagenetix Business Assets,” consisting of the Estate’s intellectual property interests and rights and related business assets, including but not limited to all of the assets listed in attached Schedule A, for a total credit bid of \$2,000,000 derived from the TASC. The Trustee shall transfer and assign all of Imagenetix’ rights and interests in the Imagenetix Business Assets to TriPharma, and shall execute any document reasonably necessary to effect such transfer and assignment. Such transfer of the Imagenetix Business Assets, including the revenue received from the PNI license, shall not take place or become effective until the order approving the MAS becomes final and this Agreement becomes effective as defined

in Section III, Paragraph P below, until which time the Imagenetix Business Assets remain property of the Estate and the revenue from the PNI license will continue to be paid to and collected by the Trustee as property of the Estate.

4. As a result of the transfer of the Imagenetix Business Assets to TriPharma, the principal amount due on the TASC shall be reduced by TriPharma's \$2,000,000 credit bid to \$1,888,621.80, which shall be paid before available funds are distributed to allowed claims of other creditors, including administrative priority claims and general unsecured claims.
5. As valuable consideration under this Agreement it is hereby agreed by TriPharma and Dameshek and the Trustee that Imagenetix's net operating losses will remain property of the Estate free and clear of any claim of TriPharma, Dameshek, or DHF.
6. The Parties observe and agree that the provisions of the SRA and Plan to pay Plan fund distributions to the Walton Client Trust Account do not encompass or address "in kind" asset distributions nor do they expressly prevent or proscribe the use by TriPharma of portions of its allowed secured claim as credit bids for assets of the Estate as provided in and required by this Agreement, which use of TriPharma's secured claim constitutes material consideration to the Estate and is an express condition of this Agreement. Hence, the Parties recognize that WLG's, DCDM's, and any other TriPharma lien creditors' rights, if any, remain attached to and associated with the assets purchased as more fully set forth in Paragraph 9 below.
7. Upon approval of MAS by the Bankruptcy Court and entry of an order approving this Agreement, and that approval order becoming final and no longer subject to appeal or motion for reconsideration or rehearing, and further subject to the provisions of paragraph P below defining the effective date of the Agreement, the Trustee will proceed to transfer to TriPharma the non-cash components of the settlement consideration consisting of the Imagenetix Business Assets. The Imagenetix Business Assets shall be transferred by a trustee's bill of sale and such other documentation as is reasonably required to accomplish the transfer to TriPharma. The sale of the Imagenetix Business Assets shall be without representations and warranties as to value, merchantability, duration or defensibility of patents or IP rights. The sale will be subject to all competing liens and interests, of record or otherwise, including licenses, challenges to patents and licenses (exclusive of those executory contracts rejected by the Trustee) and claims of infringement, all of which are either known to TriPharma or are reasonably discoverable by TriPharma and its counsel and business advisors. Up until the final distribution of dividends to creditors on their allowed claims and the closing of the Chapter 7 estate, but not thereafter and ceasing for all time upon entry of an order closing the Chapter 7 Estate and discharging the Trustee, the Trustee, with the assistance of the Trustee's professionals, shall cooperate, at TriPharma's expense, with TriPharma's defenses to and challenges to competing claims to the rights, title and interests transferred by the Trustee to TriPharma in and to the Imagenetix Business Assets, including, but not

limited to, the intellectual property assets transferred and/or assigned to TriPharma by this Agreement.

8. The distributions of the cash portions of the settlement due to TriPharma, both as to (a) the remainder of the TASC and TASC Interest after the credit bid purchase of the Imagenetix Business Assets, and as to (b) the TAPSUC, will be paid to TriPharma in the ordinary course of the Trustee's administration of the Debtor's Chapter 7 estate in accordance with the relative priorities of claims and interests as provided, determined and allowed by this Agreement and by the Bankruptcy Code and Bankruptcy Rules; provided, however, that pending resolution of the Three State Court Attorneys' Lien Cases or further order of the BK Court, or any other controlling court order, all such cash portions due to TriPharma shall be interplead by the Trustee into the BK Court's registry in compliance with the BK Court's Order on Stipulation for Order Requiring Debtor to Interplead Class 2 Payments (ECF Doc 506) (hereinafter, the "Interpleader Order"). All such payments by the Trustee into the BK Court's registry pursuant to the Interpleader Order shall be deemed to be payments to TriPharma as and when made by the Trustee as though TriPharma itself had received such payments, with no further obligation or duty by the Trustee with respect to such interplead funds. Likewise and similarly, the additional funds (approximately \$282,210.42) that were interplead by TriPharma on or about July 7, 2017, and which remain on deposit in the Bankruptcy Court's registry (which were the subject of the BK Court's order to show cause proceedings) shall continue to be held in the BK Court's registry and shall be deemed to be subject to the BK Court's Interpleader Order as provided herein. All payments or distributions of funds to TriPharma, notwithstanding any other term or condition of this Agreement, at all times, including upon closing of the purchase by and sale of Estate assets to TriPharma using portions of its secured claim as credit bids, and upon any distribution or payments of proceeds and assets to TriPharma as provided under this Agreement, until final resolution in the Three State Court Attorneys' Lien Cases, the interests and claims of TriPharma remain subject to the asserted attorneys' lien claims of WLG, DCDM, H&S or any other persons or entities asserting or claiming liens against TriPharma's interests and claims. Under this Agreement, the Trustee confirms the Estate releases any and all rights to the funds held in and to be paid hereafter into the BK Court's registry as provided above and by the Interpleader Order. The Trustee remains studiously neutral as to the merits of the litigation claims between and among the parties in the Three State Court Attorneys' Lien Cases.
9. As a condition of the Settlement Agreement, the approval order of the MAS shall affirmatively retain jurisdiction exclusively in the BK Court to hear and determine any actions, claim or cause of action that may be brought against the Trustee or the Trustee's professionals and agents, or any of them, by WLG, DCDM, or any other person or entity asserting a lien or claim against TriPharma liens and claims against the Estate, and further provide that, before any such action, claims or causes of action can be brought or asserted in any court or other forum against the Trustee and the Trustee's professionals and agents, leave of the BK Court must first be obtained upon appropriate notice and opportunity for hearing.

10. Going forward, as a further condition and term of this Agreement, TriPharma and Dameshek shall indemnify and hold harmless the Trustee, his professionals and agents, and the Estate, from any and all claims that have been or may hereafter be asserted against any of them by WLG and DCDM, and any other person or entity asserting a lien or claim against TriPharma's liens and claims against the Estate (referred to hereafter collectively as "TriPharma Lien Claimants") arising out of or relating to any such TriPharma Lien Claimants' actions, claims or causes of action as creditors of or lien claimants against TriPharma and its assets, including claims asserted, if any, by such TriPharma Lien Claimants in any court, including the Bankruptcy Court, seeking to hold the Trustee, the Trustee's professionals or agents or the Estate responsible or otherwise liable for performing any of the terms and conditions of this Agreement, including the act of settlement and distribution of proceeds or assets dealt with by or arising under this Agreement, and expressly also including any action in any forum attempting to enjoin or restrain the Trustee and Estate from performing any of the terms and conditions of this Agreement, including the act of settlement and distribution of proceeds or assets dealt with by or arising under this Agreement. The fees, costs and expenses of the Trustee and his professionals and agents incurred in defending against or otherwise responding to any such motions, actions or claims asserted or brought by the TriPharma Lien Claimants, or any of them, shall be deducted and paid by the Trustee from the funds or assets otherwise distributable or payable by the Trustee to TriPharma under the terms of this Agreement.
11. The Trustee will begin the formal claim review and objection process following approval of the MAS and closing of the sales of assets provided in the Agreement. Upon approval of the MAS, TriPharma, as the holder of allowed claims, shall have the right to participate as an interested creditor in the objection to claims process. TriPharma and the Trustee will cooperate with each other in the claims review and objection process, but TriPharma shall not interfere with the Trustee in the exercise of his discretion as Trustee in objecting to claims. The Trustee expressly reserves and does not transfer to TriPharma the right of the Trustee as representative of the Estate to object to claims of Imagenetix insiders or other third parties holding claims against the Estate. TriPharma recognizes and confirms that the Trustee reserves all rights of the Estate to use claims against insiders and against other third parties holding claims against the Estate for purposes of objection to the allowability of such claims or to assert the right of set off or to defend against claims of such insider and other creditors.
12. TriPharma expressly reserves the right to acquire and assert third party claims against the Estate as assignee (i.e., TriPharma may acquire claims and "stand in the shoes of the claimant" as the holder of claims against the Estate); such acquired claims when assigned by third party creditors to TriPharma are not subject to disallowance or subordination solely by virtue of TriPharma becoming the holder of such acquired claims by assignment, and TriPharma shall hold whatever rights to receive distributions the transferring creditor held in and to the claim against the Estate; provided, however, TriPharma's purchase of any such claims against the Estate shall

be subject to all of the Trustee's rights, defenses, objections and claims of setoff against such acquired claims, and TriPharma shall not interfere with the Trustee's duties and administration of the Estate and the assignment of any third party claims to TriPharma may not be used to limit in any way the Trustee's ability to object to allowance, or to assert a right of offset, or otherwise to assert defenses against any such acquired claims.

13. The Trustee projects, but does not warrant or guaranty, that general unsecured creditors may be paid in full, or substantially in full, but the parties recognize and acknowledge that other general unsecured claims may be allowed in an amount as great as the total amount of claims filed in the Chapter 7 Estate.
14. The Parties will cooperate in obtaining expeditious approval of the Settlement Agreement in the BK Court and in connection with appeals, if any, of any order approving the Settlement Agreement. Should the BK Court not approve the Settlement Agreement, the Parties reserve all rights and claims otherwise.
15. The Parties recognize that FFBM disputes TriPharma's assertion of certain intellectual property rights, patents, and licenses associated with the 892 Patent. As further valuable consideration granted by TriPharma as part of this Agreement, TriPharma shall defend, indemnify and hold harmless the Estate (but not former Imagenetix officers, directors or employees), the Trustee, and the Trustee's professionals and agents in connection with any disputes, claims, actions or any legal challenge or proceedings brought by FFBM. In providing such defense, indemnity and hold harmless, TriPharma may nominate legal counsel of its choice (herein "Selected Counsel") subject to the approval of the Trustee, which approval shall not be unreasonably withheld, to defend any claim against the Estate, the Trustee, and the Trustee's professionals and agents. The Trustee and the Trustee's professionals and agents consent and agree that Selected Counsel may include Reid Winthrop and his law firm, and Selected Counsel may associate other attorneys including, but not limited to, attorney John Randolph Haag. TriPharma's obligation to defend, indemnify and hold harmless shall be conditioned upon the Trustee and Trustee's professionals and agents reasonably cooperating in the defense of such claims or legal challenges.
16. Upon approval of the MAS and closing of the sales provided in this Agreement, and without any obligation upon the Trustee to obtain communications, documents, or agreements not presently in his possession or control, it is hereby agreed that the Trustee shall turn over to TriPharma copies of all communications, documents and/or agreements, and electronic and storage devices including data servers in his possession and control between Imagenetix (and its counsel and representatives) and University of Minnesota (and its counsel and representatives) AND all such communications, documents and/or agreements between Imagenetix (and its counsel and representatives) and FFBM (and their counsel and representatives) which relate in any way to the 892 Patent, the 892-I License, 892-I Purchase Agreement and/or I-FF Assignment Agreement, including but not limited to any materials held by past or

present counsel for Imagenetix but expressly not including any post-conversion communications of any kind on any subject between and among the Trustee and his professionals, including without limitation with Sullivan Hill Rez & Engel and its employees; NGS, LLP and its employees; Kotchen & Low, LLP and its employees; and Squar Milner LLP and its employees (collectively, the "Trustee Professionals"). TriPharma agrees to provide the Trustee with access to the all such disclosed communications, documents and/or agreements turned over by the Trustee to TriPharma if and to the extent that the Trustee requests such communications, documents and/or agreements as is necessary or helpful for the Trustee in the Trustee's sole discretion and business judgment to administer and wind up the Estate.

17. It is hereby agreed by TriPharma and the Trustee that as further valuable consideration for this Agreement, to the extent there is any claim, action or challenge by any party, person or entity regarding ownership of, or liens on, any assets subject to the liens and claims by TriPharma, TriPharma will bear the responsibility and cost of litigating any dispute, action or challenge regarding ownership or lien claims, and will defend, indemnify and hold harmless the Estate, the Trustee, and the Trustee's professionals and agents from any such legal challenge. In providing such defense, indemnity and hold harmless, TriPharma may nominate legal counsel of its choice (herein "Selected Counsel") subject to the approval of the Trustee, which approval shall not be unreasonably withheld, to defend any claim against the Estate, the Trustee, and the Trustee's professionals and agents. The Trustee and the Trustee's professionals and agents consent and agree that Selected Counsel may include Reid Winthrop and his law firm, and Selected Counsel may associate other attorneys including, but not limited to, attorney John Randolph Haag. TriPharma's obligation to defend, indemnify and hold harmless shall be conditioned upon the Trustee and Trustee's professionals and agents reasonably cooperating in the defense of such claims or legal challenges.
18. It is hereby agreed by TriPharma and Dameshek and the Trustee that as further valuable consideration for the compromise set forth in this Agreement, the Trustee agrees to withdraw and shall withdraw any and all existing and/or further claims and/or potential claims against TriPharma, Dameshek, DHF and Leppo relating to the conduct of TriPharma, Dameshek, DHF and/or Leppo in the BK Case proceedings, and the releases set forth below shall be deemed to include releases for any and all past, present, and/or claims discovered in the future, including, but not limited to, those issues raised by the Court in the OSC Proceedings. The Trustee's Adversary Complaint filed against TriPharma, Dameshek, DHF and Leppo alleges damages for conduct during this bankruptcy proceeding, which is disputed. The Trustee has determined that given the benefits to the Estate and its creditors from the concessions and consideration given by TriPharma and Dameshek through this Agreement which provide adequate and reasonable value to the Estate and its creditors especially when weighed against the substantial time, expense and other resources that would be consumed and expended in pursuing claims against such Parties, and which the Estate does not have at hand, it is in the best interests of the Estate and its creditors to settle globally such potential claims at this time in the manner set forth in this Agreement.

19. As additional valuable consideration for this Agreement, TriPharma, Dameshek, DHF and Leppo will deliver to the Trustee and Estate the releases set forth below, which have value to the estate and its creditors that only TriPharma, Dameshek, DHF and Leppo can deliver. Accordingly, TriPharma, Dameshek, DHF and Leppo will provide the Estate, the Trustee, and the Trustee's professionals and agents full and complete releases and waivers of all claims not expressly reserved to them and provided to them by this Agreement held by each, all or any of them against the Estate, the Trustee and the Trustee's professionals and agents, including claims, if any, against the Estate, the Trustee, and the Trustee's professionals and agents (but not against third parties) relating to the 892 Patent and to any and all other claims of infringement, impairment, breach of contract or breach of duties, and the like, with respect to TriPharma's, Dameshek's, DHF's and Leppo's (or of any entity or person related to or controlled by them) asserted rights, liens, claims, licenses, or interests in, against, related to or arising out of assets, rights, liens, claims, licenses, or interests in, against or relating to Debtor, the Debtor's assets, or any related asset or party to any of them.


B. **Release of Claims by Estate.** In consideration for the terms in this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, upon this Agreement becoming effective as provided in Section III, Paragraph P below the Trustee (on behalf of the Trustee and the Estate (herein collectively the "Estate Releasers")), does hereby release and forever discharge TriPharma, Dameshek, DHF and Leppo, and each of its officers, directors, partners, managers, equity holders, employees, agents and counsel (herein collectively the "TriPharma Releasees"), and each of them, from and against any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses, including, without limitation, attorney's fees, of any kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, whether preserved or not, which the Estate Releasers now have, own, hold, or claim to have, own, or hold, or at any time heretofore have had, owned, held or claimed to have had, owned, or held against any of the TriPharma Releasees, or any of them (herein "Estate Released Claims"). This release does not release the TriPharma Releasees from their obligations under this Agreement.

C. **Release of Claims by TriPharma and DHF against Estate.** In consideration for the terms in this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, upon this Agreement becoming effective as provided in Paragraph P below, TriPharma, Dameshek, DHF and Leppo (herein the "TriPharma Releasers") and each of them does hereby release the Trustee, the Estate, and the Trustee's professionals and agents, and each of their employees and agents, and each of them (herein the "Estate Releasees"), from any and all causes of action, suits, debts, liens, obligations, liabilities, claims, demands, damages, judgments, losses, orders, penalties, costs and expenses, including without limitation attorney's fees of any kind or nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, whether preserved or not which the TriPharma Releasers now have, own, hold or claim to have, own or hold, or at any time hereto for have had, owned, held, or claimed to have

had, owned or held against the Estate Releasees (herein "TriPharma Released Claims"). This release does not release the Estate Releasees from their obligations under this Agreement.

D. Unknown Claims and Waiver of Civil Code Section 1542. Except as provided for herein, the Parties hereby agree, represent and warrant that they realize and acknowledge that actual matters now unknown, unanticipated, unsuspected or misunderstood by them, or concealed from them, in connection with the subject matter of the releases in Section III, Paragraphs B and C above, may have given or may hereafter give rise to causes of action, claims, demands, debts, defenses, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated, unsuspected or misunderstood, and they further agree, represent and warrant that the within release has been negotiated and agreed upon in light of that realization and that they nevertheless hereby intend to release, discharge and acquit the TriPharma Releasees and Estate Releasees (herein collectively "Releasees") set forth hereinabove from any such unknown Estate Released Claims and such unknown TriPharma Released Claims (herein collectively "Released Claims"). In furtherance of this intention, the Estate Releasors and TriPharma Releasors (herein collectively "Releasors") expressly waive and relinquish, with respect to the Released Claims any and all rights they may have under California Civil Code Section 1542 and under any similar statute or law of any other relevant jurisdiction, and expressly consents that the within release shall be given full force and effect according to each and all of its express terms and provisions. As amended effective January 1, 2019, Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.


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The Releasors acknowledge that this waiver is an essential term of this Agreement and the negotiations which have led to it, and that without such waiver this Agreement would not have been entered into by the Parties. The Releasors understand and acknowledge the significance and consequences of such release and specific waiver of Section 1542 and has been advised by independent legal counsel concerning the same.

E. Representations and Warranties.

The Parties represent and warrant to each other as follows:

1. That they have had a reasonable opportunity to seek independent legal advice from an attorney(s) of their own choosing with respect to the advisability of making the settlement provided for herein; the advisability of executing this Agreement; and the meaning and legal effect of this Agreement.
2. That, except with respect to the facts expressly set forth herein, they (by themselves or any officer, agent, partner, employee, representative, insurer, or attorney acting on their behalf), have not made any statement, representation, omission or promise regarding any fact to induce the other Party to enter into this Agreement and that, to the extent any such statement, representation, omission or promise has been made, the Parties did not rely upon any such statement, representation, omission or promise in executing this Agreement, or in making the settlement provided for herein, except as is expressly stated in this Agreement. Instead, the Parties have relied upon their own investigation, legal counsel and judgment in entering into the settlement and this Agreement.
3. That they have each made such investigation of the facts pertaining to this settlement, and this Agreement, and of all the liabilities, claims, demands, obligations, actions, claims for relief, causes of action, costs, sanctions, attorneys' fees, loss of services, earnings, credit or borrowing capacity, claims under the Truth in Lending Act, the Unfair Business Practices Act, the Unfair Debt Collection Practices Act or any similar statute or regulation, expenses, compensation of any nature whatsoever, and defenses (whether legal, equitable, common law, statutory, federal, state or local) pertaining thereto.
4. That they have not heretofore assigned, settled, transferred, or granted, or purported to assign, settle, transfer, or grant, any of the liabilities, claims, demands, obligations, actions, claims for relief, causes of action, costs, sanctions, attorneys' fees, expenses, compensation of any nature whatsoever, and defenses (whether legal, equitable, common law, statutory, federal, state or local) identified in this Agreement.
5. That the Parties have the full power and authority to execute, deliver and perform their obligations under this Agreement and all documents referred to herein and that any needed consent or approval has been obtained, expressly except as to the approval from the BK Court that is required as to the Trustee's power and authority, as explained below.

F. No Admission of Liability. Nothing contained herein shall be deemed to be an admission of liability or wrong doing by any Party hereto.

G. Attorneys' Fees and Costs. Except as expressly stated herein, the Parties shall each bear their own attorneys' fees and costs related to the negotiation of this Agreement; or arising out of or by reason of their differences and disputes including but not limited to

attorneys' fees and costs incurred in enforcing the terms of this Agreement. This provision does not affect in any way the Trustee's and Trustee's professionals' rights to seek allowance and payment of their fees and costs as administrative expense claims against the Estate that they may have incurred or hereafter incur relating to the negotiation of this Agreement, or arising out of or by reason of their differences and disputes that are the subject of this Agreement, or hereafter relating to or arising out the Agreement or the general administration of the Estate by the Trustee. .

- H. **Choice of Venue and Law.** This Agreement is executed, delivered and to be performed within the State of California, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California, the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure. Any action to interpret or enforce this Agreement shall be brought in the BK Court.
- I. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions (including term sheets). This Agreement may be amended only by an agreement in writing; signed by all parties and approved by the BK Court.
- J. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto, and to the extent applicable, to their respective agents, employees, representatives, partners, members, equity holders, officers, directors, divisions, subsidiaries, affiliates, parent companies, assigns, heirs, successors in interest, shareholders, attorneys, insurers, and adjusters.
- K. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect, unless such provision shall go to the essence of or defeat the purpose of this Agreement in which case this Agreement shall be void ab initio and that Parties returned to their status quo ante prior to executing this Agreement.
- L. **Interpretation.** This Agreement and any ambiguities or uncertainties herein, shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing, drafting or proposing the provisions hereof or the documents referred to herein, on the express understanding and agreement that the Parties participated equally and voluntarily in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist. Each of the Parties has cooperated in the drafting and preparation of this Agreement.

M. **Notices.** Notice to the Parties shall be delivered by U.S. Mail and Email as follows:

**TriPharma,
Dameshek, DHF
and Leppo** c/o Reid A. Winthrop, Esq.
Winthrop Law Group, P.C.
120 Newport Center Drive
Newport Beach, CA 92660
Email: reid@winthroplawgroup.com

**Gerald H. Davis,
Chapter 7
Trustee** c/o James P. Hill, Esq.
Sullivan Hill Rez & Engel
600 B Street, Suite 1700
San Diego, CA 92101
Email: hill@sullivanhill.com

N. **Counterparts.** The Agreement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. The Parties further agree that this Agreement and any notice due given hereunder may be delivered by the exchange of facsimile or electronic copies of the Agreement executed by the Parties or any notice given hereunder.

O. **Further Assurances.** Each Party hereto shall take such actions, and will execute, acknowledges and deliver any further assurance, documents and instruments, reasonably requested by any Party hereto for the purpose of giving effect to the transactions contemplated herein or the intentions of the parties with respect thereto.

P. **BK Court Approval and Appeal; Effective Date.** Enforceability and validity of this Agreement is conditioned on entry of an Order in the BK Case granting approval of the Agreement by the BK Court, after notice to Imagenetix, creditors and parties in interest, to the extent required, which Order has become final and not subject to stay of enforcement by appeal (herein "Final"), and it may be amended only by an agreement in writing which is then approved by the BK Court. Upon the date upon which such Order becomes Final, this Agreement will automatically become effective. In addition, even without an Order, the Parties agree to act in good faith to seek approval of this Agreement and to work together to obtain a Final Order approving the Agreement. In all other respects, if the BK Court does not become Final, then this Agreement shall be null and void and each of the Parties shall be returned to the position he, she or it occupied prior to executing the Agreement.

If the BK Court approves this settlement and the order approving the settlement is appealed, whether by a creditor of Imagenetix or anyone else, and whether any court of competent jurisdiction issues a stay preventing the Parties from completing all terms of this Agreement, then the Trustee or TriPharma, each in their sole discretion shall have 15-days from the date of entry of the stay pending appeal, to not proceed with and to void

the this Agreement. If either chooses not to proceed with the Agreement it shall send a writing to the other Party through that Parties' counsel. Upon delivery of notice of not proceeding with the Agreement, this Agreement shall immediately and automatically be null and void.


If the BK Court approves this Agreement and the Order Approving the Settlement is appealed, whether by a creditor of the Imagenetix or anyone else, but no stay of enforcement is entered, then the Parties shall proceed with the Agreement and perform all obligations pursuant to the Agreement.

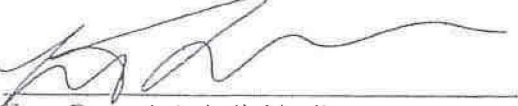
If this Agreement is either not approved by the BK Court or voided by the Trustee or TriPharma within 15-days of entry of a stay pending appeal, then nothing in this Agreement shall be effective or binding on the Parties and the Parties shall automatically and without further notice have all rights and obligations that existed immediately before the signing of this Agreement.

Q. Authority. Each person signing this Agreement on behalf of a corporation, partnership, trust, LLP, LLC, or other business entity represents and warrants he or she is empowered to do so thereby binds such corporation, partnership, trust, LLP, LLC or other business entity, provided that the Trustee's representation and warranty of such authority is expressly subject to the approval of the Bankruptcy Court.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date of full execution below:

Dated: 1/23/20, 2020 By: 
Gerald H. Davis, Chapter 7 Trustee of the Imagenetix, Inc. Bankruptcy Estate

Dated: 1/20, 2020 By: 
TRIPHARMA, LLC
Evan Dameshek, Managing Member


Dated: 1/20, 2020 By: 
Evan Dameshek, individually

[SIGNATURES CONTINUE ON PAGE 20]

DUTCH HARBOR FINANCIAL, LTD.


Dated: 23rd July, 2020

By:


David Greg Leppo, Chairman and CEO

Dated: 23rd July, 2020

By:


David Greg Leppo, Individually

[END OF SIGNATURES; END OF AGREEMENT]

SCHEDULE A-IMAGENETIX BUSINESS ASSETS

<p>Purchase and Marketing Agreement dated November 23, 2009 (hereinafter referred to as the "Original Agreement"), an Addendum (sic) to the Original Agreement executed on September 30, 2010 (the "Addendum"), a First Amendment to the Original Agreement executed on August 16, 2011 (the "First Amendment") and a Second Amendment dated March 30, 2012 (the "Second Amendment"). The Original Agreement, as amended, is collectively referred to as the "PNI Agreement," which is transferred and assigned to TriPharma under this Settlement and Release Agreement, including rights associated with past infringements and breaches. TriPharma shall also acquire all rights to payments from PNI to Imagenetix under the PNI Agreement effective upon granting of the MAS and approval of this Agreement by the Court once the order become final, non-appealable, and not subject to stay of enforcement by appeal, subject, however, to the BK Court's determination as to whether the Interpleader Order applies to payments from PNI after closing of this Agreement.</p>
<p>Celadrin™, Celadrin® and Value-Added Celadrin, which shall mean: Imagenetix's proprietary 100% esterified fatty acid in bulk tallow oil raw material form (hereinafter referred to as the "Celadrin Assets"), subject to the PNI Agreement, which shall include Patents related to the Celadrin Assets, patent applications related to the Celadrin Assets, copyrights related to the Celadrin Assets (whether registered or unregistered), copyright applications related to the Celadrin Assets, trademarks related to the Celadrin Assets, trademark applications related to the Celadrin Assets, common law and statutory rights related to the Celadrin Assets, research results related to the Celadrin Assets, and all rights associated with claims for past infringements thereof, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 5,569,676, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,612,111, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,776,914, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>

<p>Any and all rights, title and interest to U.S. Patent 6,899,892, to the extent Imagenetix, Inc. has retained any rights, title and/or interest, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to any and all intellectual property owned by Imagenetix Inc., including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all insurance policies and/or insurance claims of Imagenetix, Inc., including rights arising in the past.</p>
<p>Any and all books and records of Imagenetix, Inc., including, but not limited to, all business records, customer lists, supplier lists, profit and loss statements, balance sheets, etc.</p>
<p>All communications, documents and/or agreements, and electronic and storage devices including data servers in his possession and control between Imagenetix (and its counsel and representatives) and University of Minnesota (and its counsel and representatives) AND all such communications, documents and/or agreements between Imagenetix (and its counsel and representatives) and FFBM (and their counsel and representatives) which relate in any way to the 892 Patent, the 892-I License, 892-I Purchase Agreement and/or I-FF Assignment Agreement, including but not limited to any materials held by past or present counsel for Imagenetix but expressly not including any post-conversion communications of any kind on any subject between and among the Trustee and his professionals, including without limitation with Sullivan Hill Rez & Engel and its employees; NGS, LLP and its employees; Kotchen & Low, LLP and its employees; and Squar Milner LLP and its employees (collectively, the "Trustee Professionals").</p>
<p>Any and all rights, title, interest and/or ownership of the company Peridyne, LLC</p>
<p>Any and all rights, title, interest and/or ownership of the company First Fruits Business Ministry LLC and First Fruits Beverage Company LLC including, but not limited to, any and all rights reserved in the "Agreement For Assignment of Patent and Other Property" dated May 24, 2011, between Imagenetix, Inc. and First Fruits Business Ministry LLC.</p>
<p>Any and all other intellectual and business property, which shall be construed liberally, broadly and expansively in favor of TriPharma.</p>

EXHIBIT C

**ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES, PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS (herein "Assignment") made and entered into as of 10/7/2020, 2020, by and between Gerald H. Davis, Chapter 7 Trustee (herein "Assignor" and/or "Trustee") of the bankruptcy estate (herein "Estate") of Imagenetix, Inc. (herein "Debtor" and/or "Imagenetix") in Case No. 12-16423-MM7 (herein "BK Case") filed in the United States Bankruptcy Court, Southern District of California (herein "BK Court") and TriPharma, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (hereinafter "Assignee" and/or TriPharma).

RECITALS

WHEREAS, the Debtor filed a voluntary petition under Title 11, United States Code (herein "Bankruptcy Code") on or about December 19, 2012. Disputes and litigation ensued and on December 8, 2016, the BK Court entered an order converting the case to a Chapter 7 bankruptcy case and Gerald H. Davis was appointed trustee ("Trustee") of the Chapter 7 Estate. Further disputes and litigation ensued and ultimately the parties all agreed to a mutual settlement that is embodied in an Amended Agreement that was approved by the order of the BK Court (herein "Order") BK Order entered in Case No. 12-16423-MM7 on March 6, 2020 (herein "Order Date"). Pursuant to the Order, the BK Court ordered that the Imagenetix Business Assets, as defined, specified and limited in Schedule "A" of the Amended Agreement, be transferred to TriPharma.

WHEREAS, as of the date of entry of the Order, Debtor owned or claimed an interest in the Imagenetix Business Assets (herein "Imagenetix Business Assets" and/or "Assets") as shown in Schedule "A" to this Assignment, including the specific patents identified below (herein collectively the "Patents") and the specific trademarks identified below (herein collectively the "Trademarks" and/or "Marks"), and certain rights associated with the Patents and Trademarks.

WHEREAS, the Court has held that, pursuant to the provisions of Section 541(a) of the Bankruptcy Code, the Imagenetix Business Assets are the property of the Estate.

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to Assignee all of the Estate's right, title, and interest in and to the Imagenetix Business Assets (whether known or unknown to the Trustee) in "as is" and "where is" condition without any claim or warranty of validity, enforceability or factual support associated with either; and Assignee desires to receive the Imagenetix Business Assets under said conditions.

ASSIGNMENT

NOW, THEREFORE, as provided in the Order, Assignor hereby conveys, transfers assigns, and delivers to Assignee all of the Estate's rights, title, and interest of whatever kind, in and to the Imagenetix Business Assets, as set forth in Schedule "A", as limited and specified therein and in the Order. Those Assets described on Schedule "A" that are tangible personal property are conveyed pursuant to a separate Bill of Sale, of even date. Without limiting the

extent of the Imagenetix Business Assets as specified in Schedule "A" and in the Order, the Assets include the following:

All of Assignors' right, title and interest, if any, in and to the Patents listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

- (1) U.S. Patent No. 5,569,676 – described as METHOD FOR THE TREATMENT OF OSTEOARTHRITIS, issued on October 29, 1996;
- (2) U.S. Patent No. 7,612,111 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on November 3, 2018;
- (3) U.S. Patent No. 7,776,914 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on October 8, 2009;
- (4) U.S. Patent No. 6,899,892 – described as METHODS TO REDUCE BODY FAT, issued on May 31, 2005. Assignor does not own this patent and this assignment is of residual rights only.

All of Assignor's right, title and interest, if any, in and to the Trademarks listed below including, without limitation, any applications and registrations therefor, any renewals thereof, any common law rights to the Marks, all goodwill of the business symbolized by the Marks, and any foreign and international equivalents of the Marks (collectively "Trademark Rights"):

- (1) CELADRIN, which is registered with the United States Patent and Trademark Office (herein "USPTO") as U.S. Registration No. 2,599,153, dated July 23, 2002;
- (2) PERIODYNE, which is registered with the USPTO as U.S. Registration No. 4,570,918, dated July 22, 2014.

All of Assignor's right, title and interest, if any, in and to any clinical study associated with the Assets including, but not limited to, the Studies listed below including, without limitation, any reproductions and publications therefor, any renewals thereof, any common law rights to the Studies (herein collectively "Study Rights"):

- (1) An Abbreviated Multi-Center Study Measuring Reduction of Bleeding Periodontal Sites and Pocket Depth. Lawrence L. Michel, DDS Clinical Investigator.
- (2) Journal of Periodontology 1-Tetradecanol Complex Reduces Progression of Porphyromonas gingivalis - Induced Experimental Periodontitis in Rabbits.
- (3) USFDA Structure Function Statements for Prodoxal.

- (4) Journal of Periodontology (2009) 1-Tetradecanol Complex: Therapeutic Actions in Experimental Periodontitis.
- (5) West Coast University Research Presentation- Cetylated Fatty Acid Complex Effect on Bleeding and Probing Depths.
- (6) Journal of Reumatolgy, "Cetylated Fatty Acids Improve Knee Function in Patients with Osteoarthritis." 2002; 29:1708-12.
- (7) University of Connecticut ("Methods to reduce a body Fat").
- (8) European Journal Of Applied Physiology Weight Loss Study Publication.
- (9) Slimming Conference Presentation. Berlin, Germany
- (10) Veterinary Study in Penasquitos, CA in 2002. By Sharon Sprouse, DVM.
- (11) This study had results presented at the 2nd International Symposium on Rehabilitation and Physical Therapy in Veterinary Medicine at Knoxville, TN.
- (12) Dr. Larry Michel, DDS Loma Linda University Study.

Assignor further agrees to and hereby does assign, transfer and convey unto Assignee all rights, if any: (i) in and to all income, royalties and payments now or hereafter due or payable with respect to the Patent Rights, the Trademark Rights and the Study Rights; (ii) in and to causes of action and enforcement rights for the Patent Rights and the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights and the Trademark Rights; and (iii) to apply in any or all countries of the world for patents, certificates of invention, trademarks, or other governmental grants for the Patent Rights and the Trademark Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, the Madrid Protocol, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office, trademark office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention or trademarks which may be granted upon any of the Patent Rights and the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS CONVEYING ONLY ANY RIGHT, TITLE AND INTEREST IT MIGHT HAVE IN ANY ASSET DESCRIBED HEREIN IF ANY. NO INFERENCE IS TO BE DRAWN THAT ASSIGNOR ACTUALLY OWNS ANY INTEREST IN ANY ASSET (ESPECIALLY THOSE MENTIONED IN THIS ASSIGNMENT AND NOT IN EXHIBIT "A") BY VIRTUE OF THAT ASSET BEING RECITED IN THIS AGREEMENT THAT IT OWNS. ASSIGNOR INTENDS TO TRANSFER AND DOES TRANSFER ALL ASSETS TO ASSIGNEE, AND MAKES NO REPRESENTATION THAT ALL OF ITS ASSETS ARE DESCRIBED HEREIN, OR REGARDING THE NATURE OR EXTENT OF THE INTEREST IT MAY HAVE IN ANY ASSET THAT IS DESCRIBED HEREIN.

Assignor will, only at the reasonable request of Assignee, do all things necessary, proper or reasonable, including without limitation the execution, acknowledgment of specific assignments, oaths, declarations and other documents, provide reasonable assistance to

Assignee in obtaining, registering, perfecting, sustaining, and/or enforcing the Patent Rights, the Trademark Rights and the Study Rights although any recordation is the responsibility of Assignee. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other reasonable actions that may be necessary for securing, registering, perfecting, completing, or vesting in Assignee all of the Estate's right, title, and interest in the Imagenetix Business Assets. All such future actions will be undertaken only when and to the extent such further documents or actions are documented and presented to Assignor prior to the termination of the BK Case, with full explanation of the necessity for and effect of any such document or action, and shall be subject to further order of the Court, in the discretion of the Trustee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California and U.S. Bankruptcy Code without giving effect to the principles of conflicts of laws thereof; provided however that any dispute concerning the interpretation or performance of this Assignment shall be resolved by the BK Court.

ASSIGNEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IMAGENETIX BUSINESS ASSETS ARE CONVEYED "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THE TRUSTEE EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS, THAT THE TRANSFEROR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE IMAGENETIX BUSINESS ASSETS, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE IMAGENETIX BUSINESS ASSETS; AND (ii) OWNERSHIP OF THE IMAGENETIX BUSINESS ASSETS OR THE CONDITION OF TITLE. ASSIGNEE HAS MADE ALL INSPECTIONS AND INVESTIGATIONS OF THE IMAGENETIX BUSINESS ASSETS TO DETERMINE THAT THE VALUE, FUNCTIONALITY AND CONDITION OF THE IMAGENETIX BUSINESS ASSETS ARE SATISFACTORY TO ASSIGNEE. ASSIGNEE ACKNOWLEDGES THAT IT IS ACQUIRING THE IMAGENETIX BUSINESS ASSETS BASED SOLELY UPON ITS OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR'S TITLE THERETO.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[SIGNATURES APPEAR ON NEXT PAGE
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IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment as of this 05 day of October, 2020.

ASSIGNOR:

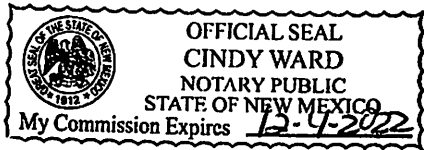
Gerald H. Davis, not individually,
but as Chapter 7 Trustee for the bankruptcy
Estate of In Re Imagentetix, Inc.
Case No. 12-16423-MM7 (Bankr., S.D. Cal.)

By: [Signature]
Gerald H. Davis, Trustee

ASSIGNEE:

TriPharma, LLC
a Delaware limited liability company

By: [Signature]
Evan Dameshek, Managing Member



[Signature]
Cindy Ward

**[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS]**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Orange)

On October 5, 2020, before me, Terr G. Meisberger, Notary Public, personally appeared Evan Dameshek, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Terr G. Meisberger
Signature of Notary Public



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

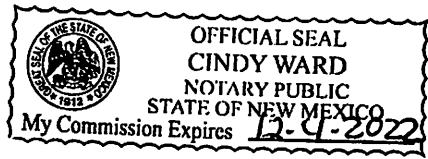
New Mexico
State of ~~California~~)
Colfax) ss.
County of ~~Orange~~)

On October 7, 2020, before me, Cindy Ward, Notary Public, personally appeared ~~Evan Barneshek~~ *Gerardo B. Flores* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ *New Mexico* that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cindy Ward
Signature of Notary Public



(Seal)

SCHEDULE A-IMAGENETIX BUSINESS ASSETS

<p>Purchase and Marketing Agreement dated November 23, 2009 (hereinafter referred to as the "Original Agreement"), an Addendum (sic) to the Original Agreement executed on September 30, 2010 (the "Addendum"), a First Amendment to the Original Agreement executed on August 16, 2011 (the "First Amendment") and a Second Amendment dated March 30, 2012 (the "Second Amendment"). The Original Agreement, as amended, is collectively referred to as the "PNI Agreement," which is transferred and assigned to TriPharma under this Settlement and Release Agreement, including rights associated with past infringements and breaches. TriPharma shall also acquire all rights to payments from PNI to Imagenetix under the PNI Agreement effective upon granting of the MAS and approval of this Agreement by the Court once the order become final, non-appealable, and not subject to stay of enforcement by appeal, subject, however, to the BK Court's determination as to whether the Interpleader Order applies to payments from PNI after closing of this Agreement.</p>
<p>Celadrin™, Celadrin® and Value-Added Celadrin, which shall mean: Imagenetix's proprietary 100% esterified fatty acid in bulk tallow oil raw material form (hereinafter referred to as the "Celadrin Assets"), subject to the PNI Agreement, which shall include Patents related to the Celadrin Assets, patent applications related to the Celadrin Assets, copyrights related to the Celadrin Assets (whether registered or unregistered), copyright applications related to the Celadrin Assets, trademarks related to the Celadrin Assets, trademark applications related to the Celadrin Assets, common law and statutory rights related to the Celadrin Assets, research results related to the Celadrin Assets, and all rights associated with claims for past infringements thereof, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 5,569,676, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,612,111, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,776,914, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>

Any and all rights, title and interest to U.S. Patent 6,899,892, to the extent Imagenetix, Inc. has retained any rights, title and/or interest, including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all rights, title and interest to any and all intellectual property owned by Imagenetix Inc., including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all insurance policies and/or insurance claims of Imagenetix, Inc., including rights arising in the past.

Any and all books and records of Imagenetix, Inc., including, but not limited to, all business records, customer lists, supplier lists, profit and loss statements, balance sheets, etc.

All communications, documents and/or agreements, and electronic and storage devices including data servers in his possession and control between Imagenetix (and its counsel and representatives) and University of Minnesota (and its counsel and representatives) AND all such communications, documents and/or agreements between Imagenetix (and its counsel and representatives) and FFBM (and their counsel and representatives) which relate in any way to the 892 Patent, the 892-I License, 892-I Purchase Agreement and/or I-FF Assignment Agreement, including but not limited to any materials held by past or present counsel for Imagenetix but expressly not including any post-conversion communications of any kind on any subject between and among the Trustee and his professionals, including without limitation with Sullivan Hill Rez & Engel and its employees; NGS, LLP and its employees; Kotchen & Low, LLP and its employees; and Squar Milner LLP and its employees (collectively, the "Trustee Professionals").

Any and all rights, title, interest and/or ownership of the company Peridyne, LLC

Any and all rights, title, interest and/or ownership of the company First Fruits Business Ministry LLC and First Fruits Beverage Company LLC including, but not limited to, any and all rights reserved in the "Agreement For Assignment of Patent and Other Property" dated May 24, 2011, between Imagenetix, Inc. and First Fruits Business Ministry LLC.

Any and all other intellectual and business property, which shall be construed liberally, broadly and expansively in favor of TriPharma.

EXHIBIT D

*ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS*

This ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES, PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS (herein "Assignment") made and entered into as of March 25, 2022, by and between TriPharma, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (herein "Assignor" or "Tripharma") and Things Of That Nature, Inc., a corporation organized and existing under and by virtue of the laws of the State of California (hereinafter "Assignee" and/or "TOTN"), for intellectual property acquired by Tripharma from Gerald H. Davis, Chapter 7 Trustee (herein "Assignor" and/or "Trustee") of the bankruptcy estate (herein "Estate") of Imagenetix, Inc. (herein "Debtor" and/or "Imagenetix") in Case No. 12-16423-MM7 (herein "BK Case") filed in the United States Bankruptcy Court, Southern District of California (herein "BK Court").

RECITALS

WHEREAS, the Debtor filed a voluntary petition under Title 11, United States Code (herein "Bankruptcy Code") on or about December 19, 2012. Disputes and litigation ensued and on December 8, 2016, the BK Court entered an order converting the case to a Chapter 7 bankruptcy case and Gerald H. Davis was appointed trustee ("Trustee") of the Chapter 7 Estate. Further disputes and litigation ensued and ultimately the parties all agreed to a mutual settlement that is embodied in an Amended Agreement that was approved by the order of the BK Court (herein "Order") BK Order entered in Case No. 12-16423-MM7 on March 6, 2020 (herein "Order Date"). Pursuant to the Order, the BK Court ordered that the Imagenetix Business Assets, as defined, specified and limited in Schedule "A" of the Amended Agreement, be transferred to TriPharma.

WHEREAS, as of the date of entry of the Order, Debtor owned or claimed an interest in the Imagenetix Business Assets (herein "Imagenetix Business Assets" and/or "Assets") as shown in Schedule "A" to this Assignment, including the specific patents identified below (herein collectively the "Patents") and the specific trademarks identified below (herein collectively the "Trademarks" and/or "Marks"), and certain rights associated with the Patents and Trademarks.

WHEREAS, the Court has held that, pursuant to the provisions of Section 541(a) of the Bankruptcy Code, the Imagenetix Business Assets are the property of the Estate.

WHEREAS, Tripharma acquired all of the Imagenetix Assets, Patents, and Trademarks ("Tripharma IP Assets") by assignment dated October 7, 2020, and the Parties Tripharma and TOTN desire a seamless assignment of certain of the Tripharma IP Assets.

WHEREAS, the Assignor desires to convey, transfer, assign and deliver to Assignee certain of Tripharma's right, title, and interest in and to the Tripharma IP Assets in "as is" and "where is" condition without any claim or warranty of validity, enforceability or factual support associated with either; and Assignee desires to receive the Tripharma IP Assets under said conditions.

ASSIGNMENT

NOW, THEREFORE, Assignor hereby conveys, transfers assigns, and delivers to Assignee all of the rights, title, and interest of whatever kind, in and to the Tripharma IP Assets, as set forth in Schedule "A". Those Assets described on Schedule "A" that are tangible personal property are conveyed pursuant to a separate Bill of Sale, of even date, Promissory Note, of even date, and Security Agreement, of even date. Without limiting the extent of the Tripharma IP Assets as specified in Schedule "A" and in the Order, the Assets include the following:

All of Assignors' right, title and interest, if any, in and to the Patents listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

- (1) U.S. Patent No. 5,569,676 – described as METHOD FOR THE TREATMENT OF OSTEOARTHRITIS, issued on October 29, 1996;
- (2) U.S. Patent No. 7,612,111 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on November 3, 2018;
- (3) U.S. Patent No. 7,776,914 – described as ESTERIFIED FATTY ACID COMPOSITION, issued on October 8, 2009;

All of Assignor's right, title and interest, if any, in and to the Trademarks listed below including, without limitation, any applications and registrations therefor, any renewals thereof, any common law rights to the Marks, all goodwill of the business symbolized by the Marks, and any foreign and international equivalents of the Marks (collectively "Trademark Rights"):

- (1) CELADRIN, which is registered with the United States Patent and Trademark Office (herein "USPTO") as U.S. Registration No. 2,599,153, dated July 23, 2002;
- (2) PERIODYNE, which is registered with the USPTO as U.S. Registration No. 4,570,918, dated July 22, 2014.

All of Assignor's right, title and interest, if any, in and to any clinical study associated with the Assets including, but not limited to, the Studies listed below including, without limitation, any reproductions and publications therefor, any renewals thereof, any common law rights to the Studies, all goodwill of the business symbolized by the Studies, and any foreign and international equivalents of the Studies (herein collectively "Study Rights"):

- (1) An Abbreviated Multi-Center Study Measuring Reduction of Bleeding Periodontal Sites and Pocket Depth. Lawrence L. Michel, DDS Clinical Investigator.
- (2) Journal of Periodontology 1-Tetradecanol Complex Reduces Progression of Porphyromonas gingivalis - Induced Experimental Periodontitis in Rabbits.
- (3) USFDA Structure Function Statements for Prodoxal.

- (4) Journal of Periodontology (2009) 1-Tetradecanol Complex: Therapeutic Actions in Experimental Periodontitis.
- (5) West Coast University Research Presentation- Cetylated Fatty Acid Complex Effect on Bleeding and Probing Depths.
- (6) Journal of Reumatolgy, "Cetylated Fatty Acids Improve Knee Function in Patients with Osteoarthritis." 2002; 29:1708-12.

Assignor further agrees to and hereby does assign, transfer and convey unto Assignee all rights: (i) in and to all income, royalties and payments now or hereafter due or payable with respect to the Patent Rights, the Trademark Rights and the Study Rights; (ii) in and to causes of action and enforcement rights for the Patent Rights and the Trademark Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights and the Trademark Rights; and (iii) to apply in any or all countries of the world for patents, certificates of invention, trademarks, or other governmental grants for the Patent Rights and the Trademark Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, the Madrid Protocol, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office, trademark office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention or trademarks which may be granted upon any of the Patent Rights and the Trademark Rights in the name of Assignee, as the assignee to the entire interest therein.

ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR IS CONVEYING ONLY ANY RIGHT, TITLE AND INTEREST IT MIGHT HAVE IN ANY ASSET DESCRIBED HEREIN. NO INFERENCE IS TO BE DRAWN THAT ASSIGNOR ACTUALLY OWNS ANY INTEREST IN ANY ASSET (ESPECIALLY THOSE MENTIONED IN THIS ASSIGNMENT AND NOT IN EXHIBIT "A") BY VIRTUE OF THAT ASSET BEING RECITED IN THIS AGREEMENT. ASSIGNOR INTENDS TO TRANSFER AND DOES TRANSFER ALL ASSETS TO ASSIGNEE, AND MAKES NO REPRESENTATION THAT ALL OF ITS ASSETS ARE DESCRIBED HEREIN, OR REGARDING THE NATURE OR EXTENT OF THE INTEREST IT MAY HAVE IN ANY ASSET THAT IS DESCRIBED HEREIN.

Assignor will, only at the reasonable request of Assignee, do all things necessary, proper or reasonable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining, registering, perfecting, sustaining, and/or enforcing the Patent Rights, the Trademark Rights and the Study Rights. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, registering, perfecting, completing, or vesting in Assignee all of the Tripharma's right, title, and interest in the Tripharma IP Assets. All such future actions will be undertaken by Tripharma upon reasonable request by Assignee, with full explanation of the necessity for and effect of any such document or action, in the sole discretion of the Assignor.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California and U.S. Bankruptcy Code without giving effect to the principles of conflicts of laws thereof; provided however that any dispute concerning the interpretation or

performance of this Assignment shall be resolved by the Courts in California under California Law.

ASSIGNEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRIPHARMA IP ASSETS ARE CONVEYED “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS,” AND THE ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS, THAT THE TRANSFEROR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE TRIPHARMA IP ASSETS, INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE TRIPHARMA IP ASSETS; AND (ii) OWNERSHIP OF THE TRIPHARMA IP ASSETS OR THE CONDITION OF TITLE. ASSIGNEE HAS MADE ALL INSPECTIONS AND INVESTIGATIONS OF THE TRIPHARMA IP ASSETS TO DETERMINE THAT THE VALUE, FUNCTIONALITY AND CONDITION OF THE TRIPHARMA IP ASSETS ARE SATISFACTORY TO ASSIGNEE. ASSIGNEE ACKNOWLEDGES THAT IT IS ACQUIRING THE TRIPHARMA IP ASSETS BASED SOLELY UPON ITS OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR’S TITLE THERETO.

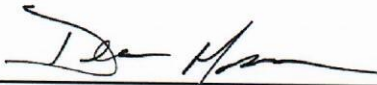
This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

*[SIGNATURES APPEAR ON NEXT PAGE
REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment as of this 25th day of March, 2022.

ASSIGNEE:

Things Of That Nature, Inc.
a California corporation

By: 
Dean Mosca, CEO

By: 
Reid Winthrop, Secretary

ASSIGNOR:

TriPharma, LLC
a Delaware limited liability company

By: 
Evan Dameshek, Managing Member

*[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY, INTANGIBLES,
PATENTS AND PATENT RIGHTS, AND TRADEMARKS AND TRADEMARK RIGHTS]*

SCHEDULE A–TRIPHARMA IP ASSETS

<p>Purchase and Marketing Agreement dated November 23, 2009 (hereinafter referred to as the “Original Agreement”), an Addendum (sic) to the Original Agreement executed on September 30, 2010 (the “Addendum”), a First Amendment to the Original Agreement executed on August 16, 2011 (the “First Amendment”) and a Second Amendment dated March 30, 2012 (the “Second Amendment”). The Original Agreement, as amended, is collectively referred to as the “PNI Agreement,” which is transferred and assigned to TriPharma under this Settlement and Release Agreement, including rights associated with past infringements and breaches. TriPharma shall also acquire all rights to payments from PNI to Imagenetix under the PNI Agreement effective upon granting of the MAS and approval of this Agreement by the Court once the order become final, non-appealable, and not subject to stay of enforcement by appeal, subject, however, to the BK Court’s determination as to whether the Interpleader Order applies to payments from PNI after closing of this Agreement.</p>
<p>Celadrin™, Celadrin® and Value-Added Celadrin, which shall mean: Imagenetix’s proprietary 100% esterified fatty acid in bulk tallow oil raw material form (hereinafter referred to as the “Celadrin Assets”), subject to the PNI Agreement, which shall include Patents related to the Celadrin Assets, patent applications related to the Celadrin Assets, copyrights related to the Celadrin Assets (whether registered or unregistered), copyright applications related to the Celadrin Assets, trademarks related to the Celadrin Assets, trademark applications related to the Celadrin Assets, common law and statutory rights related to the Celadrin Assets, research results related to the Celadrin Assets, and all rights associated with claims for past infringements thereof, except for such claims against the Debtor’s officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 5,569,676, including claims for past infringement, except for such claims against the Debtor’s officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,612,111, including claims for past infringement, except for such claims against the Debtor’s officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>
<p>Any and all rights, title and interest to U.S. Patent 7,776,914, including claims for past infringement, except for such claims against the Debtor’s officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.</p>

Any and all rights, title and interest to any and all intellectual property owned by Imagenetix Inc., including claims for past infringement, except for such claims against the Debtor's officers, directors, and other insiders, and claims against Kim Vanderlinden and Med Homepage dba Hope Science that arose prior to the closing of this Agreement, which claims are retained by the Trustee and the Estate.

Any and all rights, title, interest and/or ownership of the company Periodyne, LLC

EXHIBIT E



Home > For People Page > Active Again Pain Cream 4 Ounce

Active Again Pain Cream 4 Ounce

\$24.95

Active Again is a major medical advancement that was awarded a U.S. patent in 2009 (#7,612,111) for its unprecedented properties. It is clinically proven with extensive research and have no reported side effects.

Effective and Safe.

Don't Just Mask Pain, Relieve, It in Minutes.

The esterified oils in Active Again Pain Cream provided both short-term relief and long-term benefits. It is a combination of clinically proven esterified oils and menthol. 95% of the esterified oils absorb through the skin to reach sore muscles and joints while menthol adds surface cooling for pain relief.

Active Again is a major medical advancement that was awarded a U.S. patent for its unprecedented properties.

Active Again Pain Cream, Fast, Long Lasting, Clinically Proven

[Click here for FAQs and more info about Active Again](#)

- One-time purchase
- Subscribe
- [Subscription details](#)



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Hope Science is a unique natural products company offering select products supported by scientific research studies and trials.

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Contact Information

Hope Science, Inc. PO Box 181825, Coronado CA, 92178
 (866) NATURAL – (866) 628-8725
 (888) 912- 5656
info@hopescience.com

*In 2018, we changed the name of EFAC to Active Again, to better describe our products' use and benefits.



Home > For People Page > Active Again Pain Cream 16 Ounce



Active Again Pain Cream 16 Ounce

\$79.95

Active Again is a major medical advancement that was awarded a U.S. patent in 2009 (#7,612,111) for its unprecedented properties. It is clinically proven with extensive research and have no reported side effects.

Effective and Safe.

Don't Just Mask Pain, Relieve, It in Minutes.

The esterified oils in Active Again Pain Cream provided both short-term relief and long-term benefits. It is a combination of clinically proven esterified oils and menthol. 95% of the esterified oils absorb through the skin to reach sore muscles and joints while menthol adds surface cooling for pain relief.

Active Again is a major medical advancement that was awarded a U.S. patent for its unprecedented properties.

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[Click here for FAQs and more info about Active Again](#)

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Hope Science is a unique natural products company offering select products supported by scientific research studies and trials.

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info@hopescience.com

*In 2018, we changed the name of EFAC to Active Again, to better describe our products' use and benefits.

EXHIBIT F



WINTHROP LAW GROUP P.C.

ATTORNEYS AT LAW

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reid@winthroplawgroup.com

Our File No:22.0427.001

May 5, 2022

VIA EMAIL AND U.S. MAIL

Kim Vanderlinden Hope Science PO Box 181825 Coronado CA, 92178 Email: info@hopescience.com	Med Homepage Inc. Attn: Kim Vanderlinden 100 N Howard St Ste R Spokane, WA, 99201
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Re: Unauthorized Use of Celadrin IP Rights
TriPharma LLC/Things Of That Nature, Inc. v. Hope Science

Dear Mr. Vanderlinden:

The purpose of this letter is to demand that you and your company Hope Science immediately cease and desist from using any intellectual property associated with the Celadrin™ trademark, including all patents, trademarks, studies and research (“Celadrin IP Rights”), as well as the Periodyne™ trademark, including all patents, trademarks, studies and research which are all owned by assignment by Things Of That Nature, Inc. (“TOTN”) Hope Science’s continuing use of the Celadrin™ IP Rights and Periodyne™ IP Rights constitutes direct infringement of the rights of TOTN, and is causing substantial damage and harm to the company.

TOTN owns by assignment from TriPharma LLC all Celadrin™ IP Rights and Periodyne™ IP Rights associated therewith, including, but not limited to existing patents, trademarks, studies, and research. My firm is outside counsel for Tripharma LLC, TOTN, and I personally am General Counsel for TOTN. I send this letter in my dual capacities. If you or your company are represented by counsel, please forward my letter to him or her for review and response, and please direct all communications regarding this issue to my office.

As you know, in October 2020, TriPharma LLC acquired all Celadrin™ IP Rights from Imagenetix, Inc., along with other valuable intellectual property rights (“IP”) via an October 7, 2020 Assignment of Intellectual Property, Intangibles, Patents and Patent Rights, and Trademark and Trademark Rights (“Assignment”). TriPharma thereafter registered the Assignment with the US Patent and Trademark Office (USPTO) for all Celadrin™ IP Rights, and other IP Rights. I enclose herewith the Assignment in case you have somehow forgotten about TriPharma’s rights.

Your infringement of the Periodyne™ mark is particularly egregious – and clearly intentional – in light of your direct knowledge of the Assignment of the Celadrin™ IP Rights and Periodyne™ IP Rights from Imagenetix, Inc. to Tripharma in October 2020. You were also notified that TriPharma received in settlement any and all rights, title, interest and/or ownership of Periodyne LLC.

You will recall, as part of your settlement in the Imagenetix bankruptcy case, you were required to immediately cease and desist from using and/or referring to any Celadrin™ IP Rights and Periodyne™ IP Rights. A simple search of your website reveals that you continue to refer to studies and research, in violation of TriPharma/TOTN's rights. For example, your website contains a link to the following site, bearing your name:

http://www.nutritionalwellness.com/archives/2010/may/05_vanderlinden.php. The link is to an article written by you referencing studies by William Kramer and Robert Hesslink that are owned by TOTN, and formed the basis for the Celadrin™ IP Rights and Periodyne™ IP Rights.

Your infringement is also particularly egregious in light of your continuing use of the domain “Periodyne.com” to drive traffic to your website for Hope Science. We demand that you immediately relinquish the domain to TOTN. Since the domain is registered with GoDaddy.com, the transfer is simple, and can be accomplished with payment of a small fee under this link: <https://dcc.godaddy.com/domains/transfer-in/periodyne.com/retry?marketid=en-US>. Any delay or failure to transfer the link will be considered intentional and continuing infringement, for which damages will be sought against you and your company.

TOTN has acquired by assignment all IP Rights obtained by TriPharma via the Assignment with Imagenetix. Registration with the USPTO will be completed next month. TOTN will thereafter own all Celadrin™ IP Rights, and will be enforcing such rights against any and all infringing parties, including you and your company. TOTN is already in the beginning stages of enforcement, with Cease and Desist letters being issued to various parties, and will continue to cleanse the marketplace of infringers.

TOTN must also insist that Hope Science immediately cease and desist from using or referring to any other intellectual property associated with the Celadrin™ IP Rights and Periodyne™ IP Rights owned by TOTN.

Please provide me, by **Monday, May 9, 2022** written confirmation that Hope Science will comply with the above demands. While TriPharma/TOTN look forward to an amicable resolution of this matter, they reserve their right to seek injunctive relief, damages and all other available relief if such a resolution is not immediately forthcoming.

Thank you for your prompt attention to this matter. I look forward to your response.

Sincerely,



REID A. WINTHROP

cc: Dean Mosca
Evan Dameshek

RW:ak

Enclosures