

Sealed Bid Package

Trademarks
Domain Names
Patent Applications



INTELLECTUAL PROPERTY OFFERING

STRATEGIC

CREATIVE

COLLABORATIVE



720-704-5421 | 360assetadvisors.com



216-271-3500 | fedequip.com



Offering Summary

<p>ASSETS</p>	<p>The right, title and interest into the intellectual property (“Assets”) offered in this package, include:</p> <p>Package 1 Prenexus & Prenexos Trademark and Domain Names Package 2 Patents and Xos related Trademarks and Domain Names Package 3 Prebiotics Domain Names Package 4 Other Domain Names</p> <p>See “iP Package” details on the Following Pages for more Information</p>	<p>Page 2</p>
<p>BIDDING PROCESS</p>	<ol style="list-style-type: none"> 1 SUBMIT OFFERS USING THE FORM WITHIN 2 BIDS MUST BE RECEIVED BY FRIDAY, MARCH 31 AT 3PM PT 3 BIDS MUST BE ACCOMPANIED BY A 10% DEPOSIT 4 COMPETITIVE BIDS MAY BE SUBJECT TO A ROUND OF OVERBIDDING BETWEEN QUALIFIED PARTIES <p>See Bid Form Provided within this Package</p>	<p>Page 8</p>
<p>TERMS</p>	<ul style="list-style-type: none"> - Bids are subject to an 18% Buyers’ Premium - Seller Reserves the right to accept or reject any offer - Buyer is responsible for any costs associated with transfer of ownership - Right, title and interest in the Assets is being offered, whereby Buyer and not Seller, is responsible for the transfer of ownership, and whereby Buyer’s bid represents its acceptance of any past or future expiration dates, back fees, proof of use requirements, etc. - The Assets are sold “As-Is” without warranty or guarantee. Neither Seller nor Auctioneer make any representations or warranties regarding the Assets. Buyer is responsible to conduct its own due diligence and rely only on its own discovery. - Deposits and payments are due in the form of wire transfer or credit card (a 3% convenience charge shall be applied to credit card payments) - Should Buyer fail to pay the balance due within 72 hours of award of bid, Buyer shall forfeit its deposit, lose all interest in the Assets and release the Assets for immediate resale by Auctioneer. <p>See Section “Bid Process & Terms” for complete Terms of Sale</p>	<p>Page 9</p>

IP Package 1



Right, title and interest to the following:

PRENEXUS & PRENEXOS TRADEMARKS

Prenexus Health Trademarks – various countries

Prenexos Trademarks – various countries

Prenexus XOS Trademarks – various countries

Prenexos Designs – various countries



X Design – various countries



For a complete list of trademarks and associated deadlines, go to:

<https://docs.google.com/spreadsheets/d/18ZZHbWiCCpzxPQrCv6E7pWlxForA96yW/edit?usp=sharing&oid=105571704709041052269&rtpof=true&sd=true>

*Information is provided as a guide without guarantee or warranty; Buyer assumes all risk and is responsible for its due diligence.

IP Package 1 | cont'd



PRENEXUS & PRENEXOS DOMAINS

prenexos.com	expired 1/18/23	renewable
prenexus.com	expired 1/30/23	renewable
prenexushealth.com	expired 1/30/23	renewable
prenexusnutrition.com	expired 1/30/23	renewable
prenexusprebiotix.com	expired 1/30/23	renewable

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IP Package 2



Right, title and interest to the following:

PATENTS

Case Number	Country	Case Type	Application No.	Filing Date	Publication No.	Publication Date	Status	Owner Name	Title	SUMMARY	Action Due
PNH-101-PCT	Patent Cooperation Treaty	ORD	PCT/US2022/18494	02-Mar-2022	WO 2022/187344	09-Sep-2022	Published	Prenexus Health, Inc.	USE OF CATALYTIC ION EXCHANGE RESINS TO EFFECTIVELY DECOLORIZE POLYSACCHARIDES DERIVED FROM LIGNOCELLULOSIC BIOMASS	This patent application is a chemical process for purifying the xylo-oligosaccharide (XOS) prebiotic product on a large scale.	Chapter II Due (National Phase Filing),02-Sep-2023,
PNH-101-US	United States of America	ORD	17684856	02-Mar-2022	US-2022-0282002-A1	08-Sep-2022	Published	Prenexus Health, Inc.	USE OF CATALYTIC ION EXCHANGE RESINS TO EFFECTIVELY DECOLORIZE POLYSACCHARIDES DERIVED FROM LIGNOCELLULOSIC BIOMASS	This patent application is a chemical process for purifying the xylo-oligosaccharide (XOS) prebiotic product on a large scale.	Awaiting action from USPTO
PNH-102-PCT	Patent Cooperation Treaty	ORD	PCT/US2022/14094	27-Jan-2022	WO 2022/165030	04-Aug-2022	Published	Prenexus Health, Inc.	XYLOOLIGOSACCHARIDE AS A MULTIFUNCTIONAL PREBIOTIC	This patent application is a chemical delivery method for providing xylo-oligosaccharide (XOS) prebiotic product, and releasing prebiotic in various active formats.	Chapter II Due (National Phase Filing),27-Jul-2023,Final
PNH-102-US	United States of America	ORD	17586381	27-Jan-2022	US-2022-0233559-A1	28-Jul-2022	Published	Prenexus Health, Inc.	XYLOOLIGOSACCHARIDE AS A MULTIFUNCTIONAL PREBIOTIC	This patent application is a chemical delivery method for providing xylo-oligosaccharide (XOS) prebiotic product, and releasing prebiotic in various active formats.	Awaiting action from USPTO
PNH-103-US-P	United States of America	PRO	63337660	03-May-2022			Pending	Prenexus Health, Inc.	METHOD FOR ENSILING RAW MATERIAL TO IMPROVE THE CONVERSION OF BIOMASS TO XYLO-OLIGOSACCHARIDES USED AS PREBIOTIC SUPPLEMENTS AND INGREDIENTS	This patent application is a production scale process for converting biomass (silage) to xylo-oligosaccharide (XOS) prebiotic product.	Deadline to file U.S. Non-provisional and/or foreign applications, 03-May-2023

For data room access to perform patent diligence, please complete, sign and return the following non-disclosure agreement:

<https://drive.google.com/file/d/18g4Tn1TircgX4EGxKUKd5JfiDiKIVZgy/view?usp=sharing>

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IP Package 2 | cont'd

TRADENAME

XOS95 Trademarks – various countries

For a complete list of trademarks and associated deadlines, go to:

https://docs.google.com/spreadsheets/d/18_bfMGsLC1RuFP6c9hGcrALGZDhG3E-T/edit?usp=sharing&oid=105571704709041052269&rtpof=true&sd=true

XOS DOMAINS

xos2go.com	active thru 1/30/24	
xostogo.com	active thru 1/30/24	
xos80.com	expired 1/30/23	renewable
xos85.com	expired 1/30/23	renewable
xos90.com	expired 1/30/23	renewable
xos95.com	expired 1/30/23	renewable
xos95prebiotic.com	expired 1/30/23	renewable
xos95prebiotics.com	expired 1/30/23	renewable
xosprebiotic.com	expired 1/30/23	renewable
xosprebiotics.com	expired 1/30/23	renewable

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IP Package 3



GENERIC PREBIOTIC RELATED DOMAINS

naturalprebiotic.com	active thru 5/7/25	
prebiotics.com	active thru 11/12/23	
prebiotics.org	active thru 4/16/23	
prebiotics2go.com	active thru 1/30/24	
prebioticstogo.com	active thru 1/30/24	
theprebioticcompany.com	active thru 4/25/23	
theprebioticexperts.com	active thru 4/25/23	
prebiotic.org	canceled – recoverable thru 1/16/24	
bestorganicprebiotics.com	expired 1/30/23	renewable
bestprebioticsprobiotics.com	expired 1/30/23	renewable
prebioticprobiotic.com	expired 1/30/23	renewable
prebioticsinfo.com	expired 1/30/23	renewable
prebiotix95.com	expired 1/30/23	renewable
prebiotixhealth.com	expired 1/30/23	renewable
probioticsprebiotics.com	expired 1/30/23	renewable

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IP Package 4

ALL OTHER DOMAINS

amplivida.com	active thru 2/17/24	
amplividaprebiotic.com	active thru 2/17/24	
amplividaprebioticxos.com	active thru 2/17/24	
fibercane.com	active thru 6/1/23	
bestsymbiotic.com	expired 1/30/23	renewable
bestsynbiotic.com	expired 1/30/23	renewable
feedthegoodstuff.com	expired 1/30/23	renewable
foodforgoodstuff.com	expired 1/30/23	renewable
foodforthegoodstuff.com	expired 1/30/23	renewable
lifebiotix.com	expired 1/30/23	renewable
lovethегut.com	expired 1/30/23	renewable
prebiolicious.com	expired 1/30/23	renewable
synbiolicious.com		

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Bid Form

Buyer Name		Buyer Company	
Phone 1		Phone 2	
Address		City	
Zip		State	
Email			

Package 1	\$
Package 2	\$
Package 3	\$
Package 4	\$
Group Bid	\$
Group Package #s	

An 18% Buyers' Premium will be Added to each of the bid amounts submitted, which will comprise the total bid offered.

I hereby submit my bid for the Packages above in accordance with the terms and conditions of this bid package.

Name:
Title:
Date:

Deposit Amount Submitted	\$
Form of Payment (circle)	Credit card / wire

Auctioneer Use Only:	
Received Date	
Received By	

Bid Process & Terms



1. **Sealed Bid Sale.** All Property is being offered through a sale process referred to herein as a sealed bid offering (“Sealed Bid”), wherein interested parties (“Recipient”, “Buyer”, “Bidder”) are being asked to submit offers to the Sales Agent (“Sales Agent”, “Auctioneer”) for the right, title and interest in the Assets for consideration by Seller. The Sealed Bid may be followed, as necessary, by a live auction via teleconference, videoconference or otherwise as selected by Auctioneer (“Auction”). The bid process is defined herein, and all bids submitted to Sales Agent are subject to the terms and conditions specified below.
2. **Bid Deadline.** All bids must be submitted to Sales Agent on or before 3:00 p.m. PT, Friday, March 31, 2023 (“Bid Deadline”). Bids received after the Bid Deadline may not be considered, as determined in Seller’s sole discretion.
3. **Required Bid Information.** All bids submitted to Sales Agent must include the following:
 - i. Completed and signed Bid Submittal Form
 - ii. Receipt of a deposit (the “Deposit”) in the form and amount as defined below
4. **Deposits.** All bids must be accompanied by a deposit of ten percent (10%) of bidder’s total bid. Deposits may be submitted in the form of a wire transfer or by credit card (Buyer must request wire transfer instructions or a credit card authorization form with sufficient time to be completed by the bid deadline). After the conclusion of the Sealed Bid or Auction, as applicable, the deposits of the highest bidder(s) and next highest bidder(s), for each lot, will be held by Seller until the closing of the Sale transaction. If Seller closes with the highest bidder, the highest bidder’s deposit will be credited towards the final purchase price. If the highest bidder does not close, it forfeits its deposit and the Seller will close with the next highest bidder and its deposit will be credited towards the purchase price. If Seller closes with the highest bidder, the Seller will return the full deposit to the next highest bidder within two (2) business days. The deposits of any and all other bidders at the Auction will be returned in full within five (5) business days after the Auction.
5. **Inspections.** All prospective Bidders are encouraged to perform their own due diligence information prior to submitting their bid. For additional information, interested Bidders may contact Jeff Tanenbaum at jeff@360assetadvisors.com, or by calling +1-720-704-5421.
6. **Notice.** Bidders may be advised by notice(s) of additions, deletions or alterations in any document forming a part of the Sealed Bid Package any time prior to the Bid Deadline. Such revised documents will be available to prospective Bidders.
7. **Submission of Bid.** Except as otherwise permitted by this Sealed Bid Package, all bids submitted must be unconditional and without alteration to the Bid Form. Any bid conditioned upon any change in any of the documents provided in the Sealed Bid Package, either by way of addition or deletion, may be summarily rejected by Seller, in its sole discretion. All Bidders must complete, execute and return to Sales Agent the Bid Submittal Form, executed by the Bidder together with the required Deposit before any bids will be considered.
8. **Bids Are Irrevocable.** By submitting a bid, the Bidder is making an irrevocable offer to purchase the Property bid upon. The Bidder acknowledges and agrees that by submission of its bid, it is accepting the terms and conditions set forth in these Instructions. Upon submission of a bid, the offers contained therein are irrevocable.

Bid Process & Terms | Cont'd



9. **Buyers' Premium.** A buyer's premium of 18% shall be added to all bids submitted. The bid amount plus the buyers' premium shall be considered as the total of Bidder's offer and, if determined the highest bid, the final purchase price.
10. **Notification.** Sales Agent will review all bids received by the Bid Deadline. If Sales Agent determines there are more than one qualified bid on a particular lot ("Qualified Bid(s)"), the Sales Agent reserves the right to convert the Sealed Bid to an Auction between Qualified Bidders for any one or more lots. Qualified Bidders will be notified within 72 hours of the Sealed Bid deadline. If there is only one Qualified Bid on a lot, no Auction will be held, and the Sales Agent will determine in consult with Seller whether or not such Qualified Bid is accepted or rejected.
11. **Auction.** If an Auction is held, it will take place as soon as possible and practical. Only Qualified Bidders and advisors will be allowed to participate in the Auction. The highest bid received by the Bid Deadline will be the lead bid at the Auction. The Auction will open at the highest bid amount. Qualified Bidders will be allowed to overbid in minimum bid increments as determined by Sale Agent at the time of Sale. Sales Agent shall moderate the auction process, which allows the opportunity for it to present any and all competitive bid options, which may include cash bidders on a component basis, as well as the cash equivalent of anticipated sales from a piecemeal auction for any portion of the Assets. In all cases, Sales Agent shall consider the highest and best value, including considerations of time, cost and contingencies. The Auction will conclude once the highest bid and next highest bid have been awarded, rejected or held subject to further consideration.
12. **Closing and Final Payment.** Bidder will be responsible for payment in full to Sales Agent within 48 hours of bid award. Sales Agent shall provide Bidder with an Invoice and wire instructions, reflecting the bid amount, the buyers' premium and applicable sales tax.
13. **Sales Tax.** Local sales tax requirements will apply to all sales and is applied to the final purchase price, inclusive of buyers' premium. To qualify for exemption, local resellers must provide proof of exemption satisfactory to Sales Agent. No taxes will be refunded once the tax has been collected.
14. **Receipt of Property.** Bidder shall be the sole party responsible to facilitate the transfer of intellectual property rights, provided however, that Sales Agent or Seller shall provide or obtain necessary signatures on documents as requested by Buyer to effectual legal transfers.
15. **Failure to Pay.** In the event Bidder fails to pay the entire purchase price by the payment deadline, Seller may retain and/or recover, upon demand, from Bidder the required Deposit as liquidated damages for such failure. In addition thereto, Sales Agent may, at its discretion, either resell Bidder's Property without further notice to Bidder and/or dispose of the Property at the Bidders sole expense. Any difference between the bid price for a Property by the defaulting Bidder and the price received by Seller at a resale shall be paid to Seller by the defaulting Bidder. In addition, a defaulting Bidder shall be deemed to have granted Seller a security interest in the Property, which Seller shall retain as collateral security for Bidder's obligation to Seller.



Bid Process & Terms | Cont'd

16. Financing. All transactions must be made in U.S. cash funds. The Sale is not contingent upon the bidder securing or obtaining financing.
17. Absence of Warranties. The Bidder understands and agrees: (1) that any description or sample of the Property given or furnished by Seller and Sales Agent is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected or has had the opportunity to inspect, all of the Property upon which Bidder will be bidding and/or does purchase, (3) that all Property are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". SELLER AND SALES AGENT MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) in the event there are manufacturer warranties in effect for the Property purchased, Bidder must make all claims thereunder directly with the provider of the warranty. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph.
18. Indemnification. Bidder shall indemnify, hold harmless and defend Seller and Sales Agent from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of or based upon or resulting from, (1) any act or omission relating to or affecting the Property bid on or purchased by Bidder, (2) the claim of any third party claiming or challenging title to any Property purchased by Bidder or claiming infringement of any proprietary interest, (3) the claim of any person resulting from offering for sale or selling the Property purchased by Bidder.
19. Limits of Liability. In no event shall Sales Agent's liability to Bidder exceed the purchase price actually paid. A Bidder's claim shall be limited to the amount paid for the Property, and shall not extend to any obligation; risk; liability; right; claim; remedy for loss of use, revenue or profit; liability of Bidder to any third party; personal injury; or any other direct, indirect, incidental or consequential damages. Auctioneer is acting as an agent only and is not responsible for the acts of its principles.
20. Rights Reserved. If any provision of these Terms and Conditions shall be held invalid, illegal, unenforceable or inoperative, the balance of Terms of Sale shall remain in full force and affect as if such provisions had not been included. The Bid Process and Terms with any amendments or modifications expressly made by Sales Agent constitute all the terms and conditions with respect to the sale of the Property; however Sales Agent reserves the right to modify the Bid Process and Terms, as may be necessary and shall notify Bidder accordingly.