TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type
- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Correctional Document

Conveyance Type
- Assignment
- License
- Merger
- Other Agreement

Conveying Party(ies)
- Name (line 1): Milbar Medical Company, Inc.
- Name (line 2): 
- Second Party

Receiving Party
- Name (line 1): Howard H. Green
- Name (line 2): 
- Address (line 1): 12850 Shore Drive
- Address (line 2): 
- Address (line 3): S. Palm Beach Gardens, Florida 33410

Domestic Representative Name and Address
- Name: 
- Address (line 1): 
- Address (line 2): 
- Address (line 3): 
- Address (line 4): 

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09/19/2000 DMGUTEN 00000242 5122533
01 FC:581 40.00 DP
**Correspondent Name and Address**
- **Name**: Richard P. Crowley
- **Address (line 1)**: P.O. Box 901
- **Address (line 2)**: 901 Main Street
- **Address (line 3)**: Osterville
- **Address (line 4)**: Massachusetts 02655-0901

**Area Code and Telephone Number**: 508-428-4000

**Pages**: Enter the total number of pages of the attached conveyance document including any attachments.  
- **#**: 4

**Application Number(s) or Patent Number(s)**
- Mark if additional numbers attached
- Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).
- **Patent Application Number(s)**: 5122531
- **Patent Number(s)**: 

**Patent Cooperation Treaty (PCT)**
- Enter PCT application number only if a U.S. Application Number has not been assigned.
- **PCT**: 

**Number of Properties**: Enter the total number of properties involved.  
- **#**: 1

**Fee Amount**
- Fee Amount for Properties Listed (37 CFR 3.41): $40.00

**Method of Payment**
- Enclosed [x]  
- Deposit Account [ ]

(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number**: # 03-3816

**Authorization to charge additional fees**: Yes [x] No [ ]

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

**Name of Person Signing**: Jane E. Clougherty

**Signature**: 

**Date**: August 24, 2000
AGREEMENT

This Agreement effective **Jan. 11, 2000** by and between Howard H. Green, a U.S. citizen with an office at 12850 Shore Drive, South Palm Beach Gardens, Florida 33410 (hereinafter with successors and assigns Green) and Milbar Medical Company, Inc. a corporation of the state of Florida having an office at 5258 Linton Blvd., Suite 103, Delray Beach Florida 33484 (hereinafter with successors and assigns Milbar).

WITNESSETH:

WHEREAS, Milbar is the owner of the entire right, title and interest of United States Patent No. 5,122,533, issued, June 16, 1992, (hereinafter Patent);

WHEREAS, Green is a medical doctor and a practicing specialist in dermatology; and

WHEREAS, Milbar wishes to use Green and his education and experience to market the Patent and arrange for the licensing or manufacture and distribution of cosmetic and skin products (hereinafter Products).

NOW THEREFORE, in consideration of the mutual promises herein, Green and Milbar agree and have agreed as follows:

1. Milbar warrants that it is the owner of the entire right, title and interest in the Patent. The Patent is valid and enforceable, there is no infringement of the Patent by others, and the manufacture and sale of the Products of the Patent will not infringe the rights of others. Milbar has the right to grant licenses thereunder, and has made and will make no agreement, express or implied, and/or written with others, which would inhibit or prevent Milbar from carrying out its obligation to Green under this Agreement.
2. Milbar appoints Green as its exclusive consultant and representative, as set forth herein, and will appoint no other party for the Products or process under the Patent.

3. Green agrees to employ his best and diligent efforts as an independent consultant, to promote and market on behalf of Milbar, the Products and process which are described in or covered by the Patent. Green’s activities, at his sole cost and expense, shall include, at his discretion, the carrying out of experimental and clinical studies by him or others under his control or supervision; the compilation and collection of data; development and the contacting and negotiating with third parties for the manufacture, licensing, sale and distribution of the Products or process of the Patent or the licensing and sale of the Patent; and such other additional activities as Green and Milbar agree to from time to time.

4. Milbar will provide, as required by Green, its cooperation and assistance to Green in the aforesaid activities. Milbar will provide, as required by Green any written information and data it has in its possession related to previous clinical fields or use of "D-Scale Prep" on patients or relating to the Patent. Green will not incur any cost or expense on behalf of Milbar, without written approval from Milbar.

5. Green agrees to devote at least fifteen (15) hours per month, during the first six months, and ten (10) hours per month, during the second six months, to the development and marketing of the Product and process.

6. Milbar acknowledges that no commercial Products have been or are presently being marketed by Milbar alone, or by others.

7. In consideration of the obligations of Green, Milbar agrees to compensate Green by the payment to Green of thirty percent (30%) of the gross income received by Milbar for the licensing, transfer or sale of the Patent or of any Products manufactured or sold by Milbar or any other party, which gross income, in any manner, relates to or has as consideration, the Patent and the Products. Milbar agrees to notify and to compensate Green within thirty (30) days from the
receipt of all gross income received by Milbar. Green shall be entitled to such payments for the full term of the Patent.

8. Green shall issue, on request by Milbar, periodic reports on Green’s activities on the Patent and the Products.

9. Milbar shall provide written reports quarterly to Green on any gross income received, which reports shall be in sufficient detail to enable Green or his representatives to determine the true and accurate amount of payments due Green, and Milbar shall accompany such report with full payment due to Green. Where payment to Green is not timely made, in full or in part, then interest at the rate of 12 percent (12%) per annum (360 days) shall be due and payable.

10. Milbar shall keep and maintain accounts and records of all transactions relating to the Patent, the Products, and gross income. Green shall have the right, at least yearly, and at his own expense, by Green or his representative, on reasonable notice to Milbar, at its office, to review and to copy the accounts and records relating to the Patent and the Products, for the sole purpose of determining the truth and correctness of the quarterly report and payment made or due.

11. Green and Milbar agree that Green is an independent consultant and is not an agent or employee of Milbar and that neither party has the right to obligate the other party in any contractual arrangements.

12. Milbar shall exercise its best and reasonable judgement, on the receipt and review of any proposed Products and contractual arrangements submitted by Green; however, Milbar shall be the sole judge of whether any agreement shall or should be executed by Milbar.

13. Milbar shall retain as confidential and proprietary, all information; any and all data, compilation of data; chemical studies; or any information developed by Green, and the entire right, title and interest in such information and such data shall reside exclusively in Green.
14. This Agreement may be terminated by either party on written notice (certified mail) to the other party. Termination of this Agreement shall not affect the payment to Green or other obligations intended to survive the termination.

15. This Agreement and its rights, duties, and obligations may not be transferred or assigned by either party, without the written agreement of the other party. This Agreement represents a personal agreement with Green.

16. This Agreement contains the entire agreement between Green and Milbar and supersedes, incorporates, and replaces any other arrangement or understanding, oral or written, express or implied, concerning the Patent and the Products. No change, modification, waiver, or alteration in this Agreement shall be valid, unless made in writing and signed by both parties.

Witness the hands and seals of the parties.

DR. HOWARD GREEN

Dr. Howard Green

Date: January 11, 2000

MILBAR MEDICAL COMPANY, INC.

By: Jeffrey S. Braun, M.D.

Title: as President

Date: January 11, 2000