

06-29-2001



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Conveyance Type

☒ Assignment

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☐ License

☐ Change of Name

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Name (line 1) Victor Alan Perry

Execution Date
Month Day Year
4 10 1

Name (line 2)

Second Party

Name (line 1) Grant Anderson

Execution Date
Month Day Year
5 25 1

Name (line 2)

Receiving Party

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Name (line 1) Mark Freeman, M.D.

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) 9776 South Military Trail

Address (line 2)

Address (line 3) Boynton Beach

Florida / US

33437

City

State/Country

Zip Code

Domestic Representative Name and Address

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PATENT
REEL: 011923 FRAME: 0509

Correspondent Name and Address

Area Code and Telephone Number

(305) 448-7089

Name Todd A. Serbin, Esq.

Address (line 1) Lott & Friedland, P.A.

Address (line 2) P.O. Drawer 141098

Address (line 3) Coral Gables

Address (line 4) Florida, 33114-1098

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5, 241, 466

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

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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:
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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.

Todd Serbin
Name of Person Signing

[Signature]
Signature

6/18/01
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☐ Departmental File ☐ Secret File

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☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

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Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT
REEL: 011923 FRAME: 0511

AGREEMENT

This agreement is entered into between Victor Alan Perry and Grant Anderson (hereinafter called "Licensor"), holders of that Patent Number 5,241,466 and Mark Freeman, M.D., (hereinafter called "Licensee").

The parties agree as follows: Licensor owns the patent and all rights associated thereto contained in Patent Number 5,241,466. Licensor desires to license this patent to Licensee. Licensee desires to acquire the right to use the patent in order to develop and support a business or marketable product for public use and benefit.

Definitions: Licensed Patent Rights shall mean the U.S. Patent and all rights issuing therefrom and any reissues, reexaminations or extension of such patent. Licensed Product means tangible materials which in the course of manufacture, use or sale would, in the absence of this Agreement, infringe upon one or more claims of the license patent rights of Licensor. Licensed Territory means the geographical area contained within the fifty states of the United States of America.

Grant of Rights: Licensor hereby grants and Licensee accepts, subject to terms and conditions of this Agreement, an exclusive license under the License Patent Rights in the Licensed Territory to use the patent. Licensee has no right to grant sub-licenses without Licensor's written consent. This Agreement confers no license or rights by implication, estoppel or otherwise other than what is contained in the Licensed Patent Right regardless of whether such patent is dominant or subordinate.

Royalties: As consideration for this agreement, Licensee agrees to pay Licensor a non-creditable, non-refundable license issue payment in the sum of \$5,000.00 due upon execution of

this Agreement. This payment shall be for the use of the patent and any rights associated therewith.

In the event that Licensee is able to develop a business, Licensee agrees to pay to Licenser five (5) percent of all the gross revenue received from the use of the patent, directly or indirectly, payable on an annual basis. These payments should continue during the life of the patent or so long as Licensee shall utilize the patent.

Licensee shall provide, upon request of Licenser the records to verify that the amount of any royalty payment is correct and proper. Licensee must retain reports and records for a period of three years.

Performance: Licensee agrees that it will retain control over the patent and will not distribute or release it to others without prior written consent of Licenser.

Negation of Warranties and Indemnification: Licenser offers no warranties other than those expressly specified in this Agreement. Licenser does not warrant the validity of the Patent or make any representations whatsoever with regard to the scope of the patent rights or that the patent rights may be exploited without infringing other patents or other intellectual property rights of third persons. LICENSOR MAKES NO WARRANTIES EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of any subject matter claimed within the patent. Licenser does not represent that it will commence legal action against third parties infringing upon the patent. Licensee shall indemnify and hold Licenser harmless from any and all liability, demands, damages, expenses and losses including but not limited to death, personal injury or illness or property damage in connection with or arising out

of the use by Licensee, its directors, employees or third parties of the patent and any Licensed Patent Rights or any rights associated with the patent heretofore set forth. Licensee agrees to maintain such insurance which it believes is consistent with sound business practice and include as a named co-insured or additional insured Licensor.

Licensee assumes all risks associated with Licensee's use of the patent. Licensor does not agree to defend or settle any claims against Licensee for any implementation that infringes on any patent or copyright no legally held by Licensor. Licensee is responsible for ensuring that use of the patent does not infringe upon any patents, copyrights, or other forms of intellectual property not specifically addressed to parties of this Agreement.

Licensor makes no warranties or representation, express or implied, as to the Patent's validation enforceability, or as to its strength and breadth or freedom to operate within said Patent to achieve Licensee's objectives.

Licensee has done his due diligence in investigating the Patent.

Termination and Modification of Rights: Licensor shall specifically have the right to terminate this Agreement by written notice to Licensee if Licensee: (1) Has not demonstrated within a reasonable time, effective steps to achieve the practical utilization and application of the patent that is contemplated by this Agreement; or if (2) If Licensee has willfully made any false statement in representing its intention to use the patent; or (3) if Licensee has failed to comply with the terms and conditions of this Agreement. Licensee shall have a unilateral right to terminate this Agreement by giving Licensor sixty days written notification to that effect. If either party desires a modification to this Agreement, the parties shall upon reasonable notice of

the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. No modification will be effective until a written amendment is signed by the signatories to this Agreement or their designees.

General Provisions: This Agreement constitutes the entire agreement between the parties relating to the subject matter of the use of the patent and the patent rights, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by this Agreement. Provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such determination shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement. The construction, validity, performance and effect of this Agreement shall be governed by Federal laws as applied by the Federal Court located in the State of Nevada. This Agreement shall not be assigned by Licensee except with the written prior consent of Licensor. The parties hereto agree to attempt to settle amicably any controversy or claim arising under this Agreement or a breach of this Agreement.

In the event that Licensee makes improvements to the patent, said improvements shall be made and held in the name of Licensor and Licensee equally.

Licensee shall be responsible for enforcing any infringers of the patent rights of which the Licensor and Licensee becomes aware. In the event that Licensee's product or service infringes upon the patents of others, Licensee agrees to defend the patent and to hold harmless Licensor from any and all liabilities which said infringement may impose upon Licensor.

Parties hereto are independent contractors and the actions of one are not binding upon the other.

In the event Licensee goes out of business or becomes insolvent or declares bankruptcy, then and under those circumstances or other similar circumstances, the patent rights will automatically return to Licensor and are not to be considered to be Licensee's assets or become encumbered by such action.

Licensor's occasional waiving of their rights is not to be construed to alter in any way the rights afforded Licensor under the terms of this Agreement.

Licensor shall under no circumstances be deemed to be a merchant under the Uniform Commercial Code and Licensor in no manner shall be responsible for any consequential damages incurred by Licensee's use of the patent or any rights associated therewith.

Notice required under this Agreement shall be sent to Licensor in care of Victor Alan Perry at 6130 Plumas Street, Reno, Nevada 89509.

The term of this Agreement shall be for as long as the remaining life of the patent except as otherwise provided under the provisions for termination.

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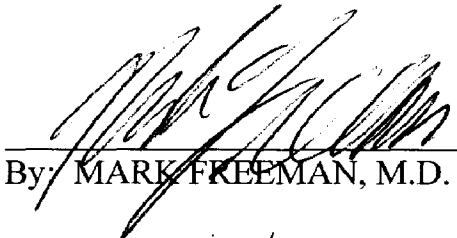
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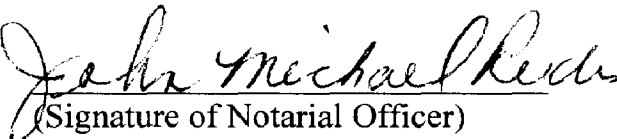
Licensee agrees to obey and comply with and conform to all Federal and State rules, statutes, ordinances and codes and any codes or Federal regulations associated with utilization of the patent.

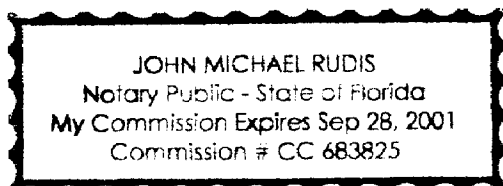
It witness whereof the parties have caused this Agreement to be executed upon this 16th day of APRIL, 2001.

STATE OF FLORIDA
COUNTY OF Palm Beach


By: MARK FREEMAN, M.D.

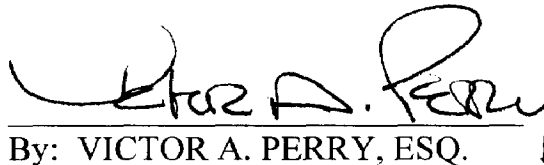
This Agreement was acknowledged before me on this 10th day of APRIL, 2001 by Mark Freeman, M.D.


(Signature of Notarial Officer)

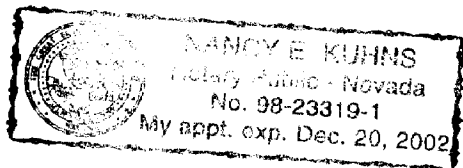


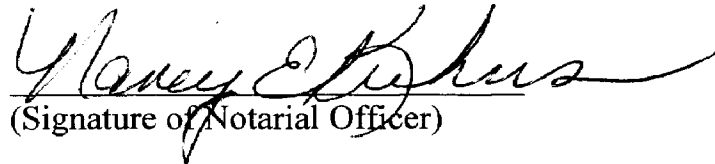
Title
My commission expires 9/28/01

STATE OF Nevada
COUNTY OF Clark


By: VICTOR A. PERRY, ESQ.

This Agreement was acknowledged before me on this 5 day of April, 2001, by Victor A. Perry, Esq.




(Signature of Notarial Officer)

Title
My commission expires 12/20/02

STATE OF Nevada
COUNTY OF Clark

[Signature]
By: GRANT ANDERSON

This Agreement was acknowledged before me on this 25th day of May, 2001, by Grant Anderson.

[Signature]
(Signature of Notarial Officer)

Title
My commission expires 12/20/02

