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Form PTO-1595 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103355389

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Wharton, LLC

2. Name and address of receiving party(ies)

Name: Dr. T's Nature Products, Incorporated

Internal Address: _____

Street Address: 2658 U.S. Highway 19 North

City: Pelham

State: Georgia

Country: USA

Zip: 31779

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 1, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other License Agreement

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,682,752; 7,011,840

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Charles Peeler

Internal Address: _____

Street Address: PO Box 7

City: Albany

State: Georgia

Zip: 31702

Phone Number: 229-446-4886

Fax Number: 229-446-4884

Email Address: cpeeler@flynnpeeler.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Charles Peeler

Signature

12-28-06

Date

Charles Peeler

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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LICENSE AGREEMENT

This License Agreement is effective as of 8/2/ 2005 and is made by and between Wharton, LLC, 1565 Linda Lane, Bloomington, Indiana 47401, an Indiana limited liability company, ("LICENSOR") and Dr. T's Nature Products, Incorporated, 2658 U.S. Highway 19 North, Pelham, Georgia, 31779, a Georgia Corporation ("LICENSEE").

WHEREAS, LICENSOR has been granted United States Patent No. 6,682,752 issued January 27, 2004, and entitled "Compositions for Mole Control";

WHEREAS, LICENSEE desires an exclusive license under U.S. Patent No. 6,682,752, and LICENSOR is willing to grant LICENSEE such an exclusive license to make, have made, use, and sell compositions covered by the claims set forth therein.

NOW, THEREFORE, in consideration of the following mutual covenants and obligations, the parties hereto agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following respective meanings:

EFFECTIVE DATE shall mean the date set forth in the first paragraph of this License Agreement upon which this Agreement is to be effective.

The **TERM** of this Agreement shall commence on the **EFFECTIVE DATE** and shall continue to expiration, or to the date of any final non-appealable determination of the invalidity, of U.S. Patent No. 6,682,752 [the '752 Patent], or to the expiration of the last to expire of any continuations, divisionals, continuations-in-part, reissues or re-examinations claiming priority to the '752 Patent that are the subject of any renewal under Section 4 herein.

TERRITORY shall include the United States, all United States territories, and any other territory covered by the **PATENTS**.

FIELD shall be pest control compositions.

ROYALTY RATE shall be ~~_____~~ of ~~_____~~.

GROSS REVENUE shall include gross receipts for sales of **LICENSED PRODUCTS** less returns.

LICENSED PRODUCTS shall be any composition covered by a claim of the **PATENTS** and manufactured by, or for, **LICENSEE**.

PATENTS shall include United States Patent No. 6,682,752 issued January 27, 2004, and entitled "Compositions for Mole Control", and all patents and patent applications including provisionals, divisions, continuations, continuations-in-part, reexaminations, reissues or extensions, claiming priority to the '752 Patent that are the subject of any renewal under Section 4 herein, and any and all patents subsequently obtained or licensed by LICENSOR which are directed to mole control compositions and which are dominant to the '572 Patent, and any and all counterparts thereof in any country in the TERRITORY.

COMPUTED ROYALTY shall be the ROYALTY RATE multiplied by total GROSS REVENUE from the sale of LICENSED PRODUCTS.

ROYALTY PERIOD shall be the first day of the month to the last day of the month.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts, an exclusive license under the PATENTS to make, have made, use, and sell compositions covered by the PATENTS in the TERRITORY in the FIELD during the TERM of this Agreement. This exclusive license includes the right to grant sub-licenses pursuant to the conditions set forth in Section 17 herein. LICENSOR accepts that LICENSOR may not grant any further license in this TERRITORY in the FIELD during the TERM of this Agreement and that LICENSOR may not make, have made, use, and sell compositions covered by the PATENTS in the TERRITORY in the FIELD during the TERM of this Agreement.

3. TERMINATION

In addition to the other rights and remedies at law and equity, a party may terminate this Agreement and the license granted hereunder, upon the material breach or default by the other party of any term or obligation of this Agreement. Such other party shall have thirty (30) days after receiving written notice in which to correct the default, and failing such, the Agreement may be terminated. For the purpose of this Section, material breach or default in the performance of any of the terms or obligations of this Agreement shall include a material inaccuracy in a representation and warranty made by a party in this Agreement.

LICENSEE may terminate this agreement if LICENSEE has made a business decision to cease producing and/or selling compositions covered by one or more of the PATENTS. LICENSOR may terminate this agreement if LICENSEE has not sold any compositions covered by one or more of the PATENTS for six consecutive ROYALTY PERIODS (six months). Upon termination of this Agreement for any reason, the license granted in Section 2 above shall be automatically terminated, subject to the obligation to pay royalties that have accrued up to the date of termination.

4. RENEWAL

LICENSEE may elect to renew this Agreement if any of the PATENTS have a term that extends beyond the last day of the term of U.S. Patent No. 6,682,752. In order to renew this Agreement, LICENSEE must provide written notice to LICENSOR sixty (60) days prior to the expiration of the '752 Patent, or within thirty (30) days after any final non-appealable determination of the invalidity of the '752 Patent.

5. PAYMENTS AND RECORD-KEEPING

5.a In consideration for the License granted herein, and Subject to the other provisions of this Agreement, LICENSEE shall pay to LICENSOR the COMPUTED ROYALTY for the ROYALTY PERIOD.

5.b Royalties accrue when payment is received for sale of LICENSED PRODUCT. All royalty data provided by LICENSEE to LICENSOR shall be held in confidence by LICENSOR. With each royalty payment, LICENSEE shall furnish to LICENSOR a written statement setting forth the payments received for sale of LICENSED PRODUCT during the preceding period. Such statements shall be furnished to LICENSOR at the address set forth in the first paragraph of this Agreement.

5.c LICENSEE agrees to keep a separate record in a suitable book or set of books of account, in sufficient detail to enable the royalties payable hereunder to be determined. LICENSEE shall permit an independent, certified public accountant authorized by LICENSOR, and approved by LICENSEE (which approval will not be unreasonably withheld) to inspect such books at any reasonable time during business hours to the extent necessary to verify the records and payment provided for herein. Any report to LICENSOR or its representative shall only contain the information necessary to verify the accuracy of the statements provided pursuant to Section 5.b. LICENSEE agrees to maintain this book or set of books for at least three (3) years beyond the period which such records cover.

5.d Royalty Payments are due for a ROYALTY PERIOD the first day of the month succeeding the ROYALTY PERIOD. LICENSEE has a grace period of fifteen (15) days to make payment for the COMPUTED ROYALTY for the ROYALTY PERIOD. Failure to make a royalty payment during the fifteen (15) day grace period does not constitute material breach of this agreement. If LICENSOR does not receive timely payment of a royalty for a ROYALTY PERIOD, LICENSOR must give written notice to LICENSEE of LICENSEE's failure to make the royalty payment for the ROYALTY PERIOD. If LICENSEE does not cure the failure to make payment within sixty (60) days of receiving LICENSOR's written notice, LICENSEE's failure to make payment will constitute a material breach of this agreement.

5.e Within thirty (30) days of the EFFECTIVE DATE, LICENSEE shall pay to LICENSOR a sum of ~~_____~~ as partial

consideration for the exclusive license granted herein and as liquidated damages for past infringement of the '752 Patent.

6. INDEMNIFICATION

LICENSEE hereby indemnifies and agrees to defend and hold LICENSOR harmless for any loss, liability, damage, cost or expense (including reasonable attorneys fees and costs) arising out of any claims or suits that may be brought or made against LICENSOR or LICENSEE by reason of the manufacture, sale or use by LICENSEE of LICENSED PRODUCTS or by reason of any other activity of LICENSEE. LICENSEE shall select counsel to defend against any such claim. The parties shall cooperate fully in such defense and shall supply all reasonable assistance requested by counsel or any party. LICENSEE shall control such defense and settlement discussions. No settlement, compromise or other disposition of any such proceeding which concerns the validity, interpretation or scope of any Patent shall be entered into without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld. Otherwise, LICENSEE may enter into such settlements as it deems appropriate in its sole discretion. All damages and expenses of defense (including legal fees and costs), shall be payable by LICENSEE.

7. PATENT MARKING

LICENSEE shall place the following notice on materials accompanying LICENSED PRODUCTS sold under LICENSEE's brand names, and on related promotional materials.

"Manufactured under one or more of the following U.S. Patents. U.S. Patent No. 6,682,752"

8. CONFIDENTIALITY

Each party (RECEIVING PARTY) agrees to maintain in confidence all information of the other party (DISCLOSING PARTY) disclosed to the RECEIVING PARTY in conjunction with the matters set forth in this Agreement which is in writing and marked "confidential" and to use such information only for the purposes contemplated by this Agreement; provided, that no such obligations shall apply to information which is or becomes, through no fault of the RECEIVING PARTY, within the public domain; is acquired by the RECEIVING PARTY from a third party who has a right to convey the information without obligation of secrecy; is known by the RECEIVING PARTY prior to receipt from DISCLOSING PARTY; or is independently developed by the RECEIVING PARTY.

LICENSEE may disclose such information to those of its employees, consultants, contractors, and others who have a need to know such information. LICENSEE may disclose such information pursuant to the order of any court or regulatory body.

The obligation under this Section 8 shall expire five (5) years after the date of disclosure by the DISCLOSING PARTY to the RECEIVING PARTY.

9. OWNERSHIP RIGHTS

LICENSOR warrants that LICENSOR is the legal and beneficial owner of the PATENTS and that to LICENSOR's knowledge and belief the PATENTS are valid, and that no other person, firm, corporation, or other entity (including any affiliate of LICENSOR) has, or will have, any right, interest, lien, or claim in or to the PATENTS.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that the entering into by it of this Agreement, and the consummation by it of the matters contemplated hereby, does not and shall not violate any agreement with or obligation under (whether express, implied or by operation of law) any other person, company or entity to which it is a party or subject, and, that this Agreement is binding upon it pursuant to the laws of its domicile.

LICENSOR represents and warrants that LICENSOR knows of no other patents or patent applications of any third party which may be reasonably found to be infringed by LICENSEE's manufacture, use, and sale of a composition covered only by one or more claims of the PATENTS.

11. PATENTS

LICENSOR and LICENSEE shall cooperate in connection with any additional Patent applications claiming priority to United States Patent No. 6,682,752 which the parties agree to file. LICENSOR agrees to file and prosecute such United States applications and to maintain in force the '752 Patent and any such resulting patents by payment of the requisite maintenance fees.

12. RIGHT OF FIRST NEGOTIATION

During the pendency of this Agreement, and for two (2) years following its termination, unless terminated by LICENSEE or due to a breach by LICENSEE, LICENSEE shall have a first right of negotiation with respect to licenses which LICENSOR proposes to grant which directly relate to, or build upon, the PATENTS. LICENSEE shall have a period of six (6) months in which to review and negotiate any new licenses which LICENSOR proposes to grant.

13. CLAIMED INFRINGEMENT RIGHTS OF THIRD PARTIES

If a party has knowledge of any claim of infringement by a third party relating to the used by LICENSEE of the LICENSED PRODUCT, then such party shall promptly inform the other party of such an infringement claim. LICENSEE shall select counsel to defend against any such claim. The parties shall cooperate fully in such defense and shall

supply all reasonable assistance requested by counsel or any party. LICENSEE shall control such defense and settlement discussions. No settlement, compromise or other disposition of any such proceeding which concerns the validity, interpretation or scope of any Patent shall be entered into without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld. Otherwise, LICENSEE may enter into such settlements as it deems appropriate in its sole discretion. All damages and expenses of defense (including legal fees and costs), shall be payable by LICENSEE.

14. INFRINGEMENT OF RIGHTS BY THIRD PARTIES

14.a If a party has knowledge of any potential infringement by a third party relating to the use by LICENSEE of the LICENSED PRODUCT, then such party shall promptly inform the other party of the potential infringement. Initial enforcement obligations belong to LICENSOR. LICENSOR agrees to act in good faith and enforce LICENSOR's patent rights against all infringers to the best of LICENSOR's financial ability. If LICENSOR reasonably believes that a potential infringer does not infringe any of the claims of the PATENTS and elects not to file suit against the potential infringer, or otherwise resolve the dispute over the potential infringement by the third party to the satisfaction of LICENSEE, within one hundred twenty (120) days of notice, LICENSEE may elect to assume enforcement obligations against the potential infringer as provided in paragraph 14.b.

14.b If LICENSEE elects to assume enforcement obligations, LICENSEE shall select counsel regarding such infringement and will determine if proceedings shall be initiated. The parties shall cooperate fully in such proceedings and shall supply all reasonable assistance requested by counsel or any party. LICENSEE shall control such proceedings and settlement discussions. No settlement, compromise or other disposition of any such proceeding which concerns the validity, interpretation or scope of any of the PATENTS shall be entered into without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld. Otherwise, LICENSEE may enter into such settlements as it deems appropriate in its sole discretion. All expenses of such proceeding (including legal fees and costs), shall be payable by LICENSEE. If LICENSEE obtains a favorable judgment or settlement against an alleged infringer, LICENSEE may offset from future COMPUTED ROYALTY due to LICENSOR one-half (1/2) the difference between reasonable expenses incurred in enforcing the PATENTS, and any amount reimbursed by the alleged infringer or any amount recovered by or awarded to LICENSEE pursuant to any judgment or settlement with the alleged infringer. LICENSEE is entitled to the proceeds of any settlement, compromise, damage award, or other disposition related to the infringement of the PATENTS by a third party.

15. NOTICES

All notices, reports, approvals, and other submissions under this Agreement shall be in writing and shall be sent by certified mail, Federal Express or comparable service, and in the case of LICENSOR, shall be addressed to:

WHARTON, LLC
Mr. Steven Wharton
1565 Linda Lane
Bloomington, Indiana 47401

and in the case of LICENSEE to:

Mr. Jim Springer
Dr. T's Nature Products
PO Box 541
Hartwell, Georgia 30643

or to such other address or addresses as either Party may from time to time designate as its address by notice in writing to the other. All notices shall be effective when received.

16. NO PARTNERSHIP

This Agreement does not and shall not be construed to constitute a partnership or joint venture between LICENSOR and LICENSEE. Neither party may obligate or bind the other party, and no third party is granted rights hereunder.

17. ASSIGNMENT AND SUB-LICENSE

LICENSEE may only assign its rights and obligations under this Agreement to a successor in interest to the business unit of which the business reflected by this Agreement is a part. LICENSOR may assign or encumber the right to collect royalties under this agreement to a third party that is not a competitor of LICENSEE. The covenants, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. LICENSOR may grant sub-licenses under this Agreement only upon written notice to LICENSOR and upon prior written approval from LICENSOR, which approval shall not be unreasonably withheld. Any sub-license granted by LICENSEE to a third party shall be subject to the ROYALTY RATE and the provisions of Section 5 as if the units sold by the third party under the sub-license were sold by LICENSEE.

18. INTEGRATION

This Agreement is the entire agreement between the parties concerning its subject matter, and supercedes all prior discussions, correspondences and agreements.

19. AMENDMENTS; WAIVER

Amendments and waivers hereof must be in writing.

20. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

21. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies under this agreement are cumulative and in addition to any other remedies at law or in equity.

22. FORCE MAJEURE

No party shall be liable for failure of, or delay in, performing obligations set forth in this agreement, and no party shall be deemed in breach of its obligations if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such party.

23. HEADINGS; INTERPRETATIONS

The headings in this Agreement are inserted for convenience only and are not intended to limit the scope of this Agreement or any section. "Sections" refer to sections of this Agreement.

24. APPLICABLE LAW

This Agreement, and the application and interpretation hereof, shall be governed by Florida law without giving effect to its choice of law provisions.

25. JURISDICTION

All suits arising from or concerning this Agreement shall be filed in the Circuit Court of Leon County or the United States District Court for Northern District of Florida; provided, such action may be heard in some other place designated by LICENSEE so that disputes can be resolved in one action. LICENSOR consents to the jurisdiction of such courts and agrees to appear in any action upon notice.

26. FURTHER ASSURANCES


The parties agree to fully cooperate and execute any documents to effectuate or perfect the transactions and matters set forth herein.

27. COUNTERPARTS


This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the EFFECTIVE DATE.

Wharton, LLC
(LICENSOR)

By: 
Name: Steven Wharton
Title: Managing Member

Dr. T's Nature Products
(LICENSEE)

By: 
Name: Tim Springer
Title: CEO