

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Scott Puzia	03/15/2011
RECEIVING PARTY DATA	
Name:	WellCare Today, LLC
Street Address:	89 Headquarters Plaza
Internal Address:	Suite 1461
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7907477
CORRESPONDENCE DATA	
Fax Number:	(732)333-4376
Phone:	7326379733
Email:	ip@msgld.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jonathan Fallon
Address Line 1:	155 Prospect Avenue
Address Line 2:	Mandelbaum Salsburg P.C.
Address Line 4:	West Orange, NEW JERSEY 07052
ATTORNEY DOCKET NUMBER:	WCTGEN
NAME OF SUBMITTER:	Jonathan Fallon, Esq.
Total Attachments: 4 source=WCT - Patent License Agreement (Executed)#page1.tif source=WCT - Patent License Agreement (Executed)#page2.tif source=WCT - Patent License Agreement (Executed)#page3.tif source=WCT - Patent License Agreement (Executed)#page4.tif	

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PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT ("Agreement") is made as of March 15, 2011 ("Effective Date"), between **WELLCARE TODAY, LLC**, a New Jersey limited liability company ("Licensee"), and **Scott Puzia**, an individual, and a New Jersey resident ("Licensor"), who agree as follows:

1. FACT RECITALS.

This Agreement is made with reference to the following facts:

a. Licensor represents and warrants that it is the sole owner of the Patent, as hereinafter defined; and

b. Licensee desires to obtain and Licensor is willing to grant to Licensee a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to manufacture and distribute the Products, as hereinafter defined, and to, in connection therewith, use Licensor's Patent, all as set forth in this Agreement.

2. DEFINITIONS.

In this Agreement, the following terms shall have their meanings set forth below:

a. "Product(s)" shall refer to any product designed pursuant to the Patent and Trade Secrets, as well as any other device covered by the claims of the Patents, as defined herein. In addition, multimedia, instructional manuals, web sites, manufacturing sources and other business tools and information related to the Products, shall be included in the Products.

b. "Patent(s)" shall mean United States Patent No. 7,907,477, entitled "Bottle Cap Medication Timer," and issued March 15, 2011, inclusive of any related patents or applications.

c. "Territory" shall mean worldwide.

d. "Trade Secret(s)" shall mean all know-how, design, manufacturing and otherwise, related to the Products.

3. GRANT OF LICENSE.

Commencing on the Effective Date hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts a royalty-free, perpetual, irrevocable, non-exclusive license to manufacture and/or distribute the Products within the Territory, including the right to sublicense, and to, in connection therewith, use the Patents and Trade Secrets; provided, however, Licensor shall have the right to approve the quality of the Product, which approval shall not be unreasonably withheld. In return, Licensee shall release and hold harmless Licensor from all past activity as defined herein in Section 5, and Licensee agrees to manufacture, promote, market and sell Products in accordance with the terms of this Agreement.

4. TERM.

This Agreement shall be perpetual, and shall not expire until the expiration of all of the Patents, at which time, this Agreement is no longer necessary.

5. MUTUAL RELEASE.

Each party hereby releases, forgives, acquits and forever discharges the other from any and all manner of actions, causes of action, suits, claims, demands, judgments, liabilities, and proceeds, whether arising in law or in equity, that each party had, now has or may have had against the other party up through the Effective Date hereof, arising from or related to any prior business dealing, transaction, or related matter.

6. PATENT NOTICE/MARKING.

Licensee shall include all notices and legends with respect to the Patents on all Products sold as are or may be required by applicable federal, state and local laws, governing bodies.

7. INFRINGEMENT.

a. If either party learns of any infringement of the Patents that might interfere with Licensee's exercise of its rights under this Agreement, or of any passing off by another of any goods of the same general descriptions as the Product, whether by use of similar trademarks or imitation of trade dress or otherwise, that party shall notify the other forthwith. Licensor shall have the sole initial right to take action against the infringer. If Licensor gives notice that it will not do so, or if it fails to take any action within thirty (30) days after notice from the Licensor, Licensee may take action instead. If the Licensee elects to take action against the infringer, it shall bear all related expenses, it shall retain all damages recovered as a result whether by way of settlement or judgment, and it shall remit payment to Licensor in the amount of five percent (5%) of all recovered damages, after costs associated with pursuing such action (*e.g.*, attorneys' fees, court costs, and expert costs) have been deducted therefrom. The party acting on the matter may not settle any resulting claims without first consulting with the other party, but the decision to settle the matter, after such consultation, shall rest solely with the party acting on the matter.

b. Upon request of the party bringing the lawsuit, the other party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The party bringing suit shall reimburse the other party for the expenses incurred as a result of such cooperation.

8. INDEMNIFICATION.

Licensor hereby agrees to defend, indemnify and save and hold Licensee and each of its officers, directors, employees, representatives and agents harmless of, from and against any and all liability, claims, causes of action, judgments, suits, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees and expenses) for which any of them may become liable or may incur or be compelled to pay in any action, claim or proceeding (including, but not limited to,

any action or claim relating to products liability) arising out of, or relating to breach of any warranty, representation or obligation of Licensors as set forth in this Agreement.

9. TERMINATION.

As the term of this Agreement is perpetual, this Agreement may only be terminated by either party upon thirty (30) days' written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

10. RELATIONSHIP OF THE PARTIES.

The relationship of Licensee to Licensors is that of an independent contractor, and neither Licensors nor its agents or employees shall be considered agents or employees of Licensee. This Agreement does not constitute, and it shall not be construed as constituting, a partnership or joint venture or grant of a franchise between Licensors and Licensee. Licensee shall not have the right to bind Licensors to any obligations to third parties. Any subsequent change in relationship between the parties, by virtue of a subsequent agreement, shall have no bearing on the scope of this Agreement.

11. ASSIGNMENT AND BINDING EFFECT.

Either party may assign its interest in this Agreement to a third party upon notice thereof to the other party. This Agreement shall be binding on each party's assignees, heirs, executors, administrators and successors of the parties to this Agreement, including creditors, lienholders, banks, or related financial institutions that may now, or in the future, have a security interest in the Patents and/or the Products.

12. NOTICES.

Any notice given under this Agreement shall be deemed duly given by personally delivering such notice, sending it via email, or by mailing it, postage fully prepaid, to the parties at their primary business and/or residential addresses. Any notice shall be deemed delivered upon (a) personal service, or (b) transmission via email (with a copy thereof to be immediately sent via mail, postage prepaid), or (c) forty-eight (48) hours after the time of deposit in the mail, postage fully prepaid, as the case may be. In the event that any party changes its address, such change of address shall be communicated to the other parties in the manner set forth in this numbered paragraph.

13. AMENDMENT.

This Agreement shall be amended only by a writing signed by the parties. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Agreement.

14. SEVERABILITY.

If any portion, provision, or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement, and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

15. HEADINGS AND CAPTIONS.

The headings and captions at the beginning of various paragraphs and subparagraphs of this Agreement shall not be construed to be a substantive part of this Agreement and shall not in any way define, limit, expand or affect any provision of this Agreement.

16. FURTHER ACTS.

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

17. GOVERNING LAW.

This Agreement shall be governed under the laws of the State of New Jersey, without regard to conflicts of law, and jurisdiction shall lie exclusively in the state, federal and/or local courts of Morris County, New Jersey.

18. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement.

19. COUNTERPARTS.

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

Licensee:

WELLCARE TODAY, LLC,
a New Jersey limited liability company

By: 

Daniel Ferrara, Managing Partner

Licensor:

Scott Puzia
an individual

By: 

Scott Puzia