



01/13/2014



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Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

Victor Vlahakos

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 13, 2013

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Ex. Lic. Agrmt. w. Sublic. Rights

2. Name and address of receiving party(ies)Name: Axxess Global, LLC

Internal Address: _____

Street Address: 10808 So. River Front Parkway,
Suite 3012City: South JordanState: UtahCountry: USA Zip: 84095Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s) _____

B. Patent No.(s) _____

6,613,356

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Henry L. Smith, Jr.

Internal Address: _____

Street Address: 9273 Cornell CircleCity: Highlands RanchState: Colorado Zip: 80130-4141Phone Number: 303-346-5045

Docket Number: _____

Email Address: hlsmithlaw@yahoo.com**6. Total number of applications and patents involved: 1****7. Total fee** (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

01/14/2014 KNGUYEN1 00000019 6613356

Authorized User Name _____

01 FC:8021

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9. Signature:

Signature

JAN. 7. 2014
Date

Henry L. Smith, Jr., Attorney for Victor Vlahakos

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **10**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

EXCLUSIVE LICENSE AGREEMENT
WITH SUBLICENSING RIGHTS

This Agreement is made effective as of the date of the last signature hereto (the "Effective Date") by and between Victor Vlahakos, an individual residing at 8710 Donys, Houston, Texas 77040 (hereinafter "Licensor") and Axxess Global, LLC, a Utah limited liability company having a place of business at 10808 So. River Front Parkway, Suite 3012, South Jordan, Utah 84095 (hereinafter "Licensee"); and

WHEREAS, Licensor is the owner of certain inventions that are described and claimed in U.S. Patent No. 6,613,356 issued September 2, 2003, entitled "Weight Loss Medication and Method" (hereinafter the "Licensed Patent"), and Licensor is willing to grant a license to Licensee under the Licensed Patent and Licensee desires a license.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties covenant and agree as follows:

Section 1 Definitions

- 1.1 "Net Sales" means the total dollar amount invoiced on sales of Licensed Product and/or Licensed Processes by Licensee, Assignee, or Sublicensee, but not including tax or shipping charges. Total amount invoiced may include only promotional discounts allowed in amounts customary in the trade.
- 1.2 "Licensed Product" means any product that, but for this license, when made, used, sold, or offered for sale would infringe any claim contained in the Licensed Patent.
- 1.3 "Licensed Process" means any process that, but for this license, when practiced would infringe any claim contained in the Licensed Patent.
- 1.4 "Sublicense" means, directly or indirectly, to sublicense or grant any other right with respect to, or agree not to assert, any right licensed to Licensee under this Agreement.
- 1.5 "Sublicensee" means any third party to whom Licensee grants a Sublicense.
- 1.6 "Assignee" means any party to whom a party assigns its rights under this Agreement pursuant to the provisions of section Section 10.

Section 2 Grant

- 2.1 License. Licensor hereby grants to Licensee a royalty-bearing, exclusive license, with the right to sublicense, under the Licensed Patent to make, have made, use, lease, import, export, offer to sell, sell and have sold Licensed Products and/or Licensed Processes.
- 2.2 Sublicense. Licensee may grant written Sublicenses under the Licensed Patent to third parties provided the royalty that is paid to Licensor for such sublicenses is the same as if

Licensee was engaged in the activity of the sublicensee. Any such sublicensee must be approved by Licensor, which approval may not be unreasonably withheld.

- 2.3 Assignment. Licensee may assign this License to a third party pursuant to the provisions of section Section 10 provided the royalty that is paid to Licensor is the same as if Licensee was engaged in the activity of the Assignee.

Section 3 Payments

- 3.1 License Issue Fee.

Licensee agrees to pay Licensor a License Issue Fee of \$5,000 within ninety (90) days of the Effective Date.

- 3.2 Royalty.

- 3.2.1 Licensee agrees to pay to Licensor a royalty of two percent (2%) of Net Sales of Licensed Products or Licensed Processes up to a maximum of \$250,000. The royalty is deemed earned as of the date the Licensed Product and/or Licensed Process is actually sold and paid for.

- 3.2.2 Transfer of Patent. At such time as the total royalties paid to Licensor pursuant to subsection 3.2.1 exceed \$250,000, Licensor agrees to assign the Licensed Patent to Licensee.

- 3.2.3 Once total royalties paid to Licensor pursuant to section 3.2.1 have reached \$250,000 and Licensor assigns the Licensed Patent to Licensee, Licensee agrees to pay to Licensor a royalty of one-half percent (0.5%) of Net Sales of Licensed Products or Licensed Processes (defined as though there had been no patent transfer pursuant to section 3.2.2) through the remaining term of the Licensed Patent.

- 3.2.4 Licensee shall pay minimum annual royalties to Licensor as follows:

Payment	Year
\$25,000	2014
\$30,000	2015
\$35,000	2016
\$40,000	2017, and every year after for the life of this Agreement.

In the event the earned royalties for each year do not exceed the minimum annual royalty set forth in this subsection, the payment for the fourth quarter shall be sufficient to satisfy the minimum annual royalty obligation of this subsection for each year in which this Agreement is in effect. The sole and exclusive remedy for breach of this subsection 3.2.4 shall be that Licensor may elect to convert the license granted under Section 2 of this Agreement to a non-exclusive license 60

days after written notice by Licensor, unless Licensee pays the annual minimum royalty in that 60-day period.

3.3 Accounting for Payments.

3.3.1 Amounts owing to Licensor under Section 3.2.1 and 3.2.3 shall be paid on a quarterly basis with such amounts due and received by Licensor on or before the thirtieth day following the end of the calendar quarter ending on March 31, June 30, September 30 or December 31 in which such royalties were earned.

3.3.2 Except as otherwise directed, all amounts owing to Licensor under this Agreement shall be paid in U.S. dollars to Licensor at the following address:

Victor Vlahakos, M.D.
8710 Donys
Houston, Texas 77040

3.3.3 A full accounting statement showing how any amounts payable to Licensor under Section 3.2.1 and 3.2.3 have been calculated shall be submitted to Licensor on the date of each such payment.

3.3.4 Licensee agrees that the first commercial sale of products to the retail customer shall occur on or before one year from the Effective Date or Licensor shall have the right to terminate this Agreement by providing written notice to Licensee.

Section 4 Certain Warranties and Disclaimers of Licensor

4.1 Licensor warrants that he is the owner of the Licensed Patent and has the right to grant the license granted to Licensee in this Agreement. However, nothing in this Agreement shall be construed as:

4.1.1 a warranty or representation by Licensor as to the validity or scope of any right included in the Licensed Patent;

4.1.2 a warranty or representation by Licensor that anything made, used, sold or otherwise disposed of under the license granted in this Agreement will or will not infringe patents of third parties; or

4.1.3 an obligation by Licensor to bring or prosecute actions or suits against third parties for infringement of Licensed Patent. Licensor will have no obligation to respond to actions in the U.S. Patent Office to review the validity of or cancel the Licensed Patent or claims thereof.

4.2 Licensors further warrants that:

- 4.2.1 He is not aware of any third-party patents that would be infringed or are alleged to be infringed by making, using, selling, offering to sell, or importing the Patented Products or by practicing any Patented Process; and
- 4.2.2 He did not publicly disclose the subject matter of any of the claims in the Licensed Patent more than a year before the filing date of the application that led to the Licensed Patent.

4.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF THE LICENSED PATENT. LICENSOR ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY LICENSEE, ITS SUBLICENSEE(S), OR THEIR VENDEES OR OTHER TRANSFEREES OF PRODUCT INCORPORATING OR MADE BY USE OF INVENTIONS LICENSED UNDER THIS AGREEMENT.

Section 5 Record Keeping

- 5.1 Licensee, Assignee, and its Sublicensee(s) shall keep books and records sufficient to verify the accuracy and completeness of Licensee's, Assignee's, and any Sublicensee(s)'s accounting referred to above, including without limitation, inventory, purchase and invoice records, manufacturing records, sales analysis, general ledgers, financial statements, and tax returns relating to the Licensed Products and/or Licensed Processes. Such books and records shall be preserved for a period not less than five years after they are created or as required by federal law, both during and after the term of this Agreement.
- 5.2 Licensee, Assignee, and its Sublicensee(s) shall take all steps reasonably necessary so that Licensor may, within thirty (30) days of its written request, audit, review and/or copy all of the books and records at a single U.S. location to verify the accuracy of Licensee's, Assignee's and any Sublicensee(s)'s accounting. Such review may be performed by any authorized employees of Licensor as well as by any attorneys and/or accountants designated by Licensor, upon reasonable notice and during regular business hours. If a deficiency with regard to any payment hereunder is determined, Licensee, Assignee, and any Sublicensee(s) shall pay the deficiency within thirty (30) days of receiving notice thereof. If a royalty payment deficiency for a calendar year exceeds ten percent (10%) of the royalties paid for that year, then Licensee, Assignee and any Sublicensee(s) shall be responsible for paying Licensor's out-of-pocket expenses incurred with respect to such review. Licensor may not request an audit within two years of a prior audit.

Section 6 Patent Prosecution

- 6.1 Licensors shall pay the U. S. maintenance fees of the Licensed Patent using counsel of its choice. Licensors shall promptly provide Licensee with copies of all documents sent to and received from the United States Patent and Trademark Office relating to the Licensed Patent.

Section 7 Infringement and Invalidity

- 7.1 Licensee and Licensors shall inform each other promptly in writing of any alleged infringement of the Licensed Patent by a third party and of any available evidence thereof.
- 7.2 During the term of this Agreement, Licensee shall have the right, but shall not be obligated, to prosecute at its own expense any such infringements of the Licensed Patent. If Licensee prosecutes any such infringement, Licensors agree that Licensee may include Licensors as a co-plaintiff in any such suit. Licensee's rights under this subsection 7.2 may be transferred to a Sublicensee. No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without the consent of Licensors, which consent shall not be unreasonably withheld. Licensee shall indemnify Licensors against any order for costs and/or attorneys' fees that may be made against Licensors in such proceedings brought by Licensee under this subsection.
- 7.3 If within sixty (60) days after having been notified of any alleged infringement, Licensee shall have been unsuccessful in persuading the alleged infringer to desist its infringement and Licensee shall not have brought an infringement action against the alleged infringer, or if Licensee shall notify Licensors at any time prior thereto of its intention not to bring suit against the alleged infringer, then, and in those events only, Licensors shall have the right, but shall not be obligated, to prosecute at its own expense any infringement of the Licensed Patent, and Licensee agrees that Licensors may include Licensee as a co-plaintiff in any such suit. No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without the consent of Licensee, which consent shall not be unreasonably withheld. Licensors shall indemnify Licensee against any order for costs and/or attorneys' fees that may be made against Licensee in such proceedings brought by Licensors under this subsection.
- 7.4 In any suit in which either party is involved to enforce or defend the Licensed Patent pursuant to this Agreement, the other party hereto shall, at the request of the party enforcing or defending the Licensed Patent, cooperate in all respects and, to the extent reasonably possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.
- 7.5 In the event any of the claims of any of the Licensed Patent is accepted for review by the PTO in a reexamination, reissue, or other post-grant proceeding, any royalty obligation incurred solely due to such claim during such post-grant proceeding shall be paid into escrow pending the final resolution of such post-grant proceeding. If such post-grant

proceeding results in the cancellation or invalidation of such claim, the escrowed royalties pertaining to such claim shall be returned to Licensee. If the patentability of the challenged claim is sustained, the escrowed royalties pertaining to such claim shall be paid to Licensors.

Section 8 Marketing of Licensed Product and Process

- 8.1 Licensee shall have sole and full responsibility for compliance with any requirements of the Food and Drug Administration and any similar state, local, or federal agencies related to the manufacture, advertising and marketing of the Licensed Product or Licensed Process, and Licensors shall have the right to prohibit any unfounded or excessive claims by the Licensee as to the efficacy or benefits to a buyer of the Licensed Product or Licensed Process. Licensors may require the Product or Process to contain reasonable warnings as to misuse or over use. Licensee shall indemnify and hold Licensors harmless from any liability or claims of liability to any buyer or user of the Licensed Product or Licensed Process. Licensee may delegate the responsibilities of this section 8.1 to a sublicensee or other entity selling the Licensed Product or Licensed Process.

Section 9 Term and Termination

- 9.1 Except as otherwise expressly specified herein, the term of this license shall begin on the Effective Date of this Agreement and continue until the date that the Licensed Patent expires. Termination of this license shall act to terminate any sublicense.
- 9.2 Licensee may terminate this Agreement at any time by giving at least sixty (60) days written notice of such termination to Licensors. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensors' obligations under this Agreement (including, but not limited to, the obligation to pay royalties incurred pursuant to sections 3.2.1 and 3.2.3) which continue after the date of termination or expiration.
- 9.3 Licensors may terminate this Agreement if Licensee (i) is delinquent on any report or payment; (ii) is not diligently developing and commercializing Licensed Products and Licensed Processes; (iv) is in breach of any provision; (v) provides any false report; (vi) goes into bankruptcy, liquidation or proposes having a receiver control any assets; or (vii) shall cease to carry on its business pertaining to Licensed Patent. Termination under this Section 9.3 will take effect 30 days after written notice by Licensors, unless Licensee remedies the problem in that 30-day period.
- 9.4 Upon the termination of this Agreement for any reason, nothing herein shall be construed to release either party from any obligation that matured prior to the effective date of such termination. Licensee shall remain obligated to provide an accounting for and to pay royalties earned to the date of termination. Licensee may, however, after the effective date of such termination, sell all Licensed Products, and complete Licensed Products in the process of manufacture at the time of such termination and sell the same, provided that Licensee shall remain obligated to provide an accounting for and to pay earned royalties thereon.

Section 10 Assignability

This Agreement may be transferred or assigned by Licensee. Any such assignee must be approved by Licensor, which approval may not be unreasonably withheld.

Section 11 Miscellaneous

- 11.1 The parties hereto are independent contractors and not joint venturers or partners.
- 11.2 Licensee shall ensure that it applies patent markings that meet all requirements of U.S. law, 35 U.S.C. §287, with respect to all Licensed Products subject to this Agreement.
- 11.3 This Agreement constitutes the full understanding between the parties with reference to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such mutual agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.
- 11.4 Once Licensee has released the Licensed Product for retail sale and for as long as the Licensed Product is manufactured, Licensee agrees to provide to Licensor, at no charge, up to 6,480 capsules per year for Licensor's personal consumption, with Licensor to pay all shipping charges. Licensee will also supply Licensor with sample Licensed Product when prototype capsules of the Licensed Product are available to Licensee.
- 11.5 The rights of Licensor against Licensee are also rights against any sublicensee or assignee, and any obligation of Licensee will also be the obligation of any sublicensee or assignee, and any sublicense or assignment shall so provide.

Section 12 Notices

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given when confirmed as received by a national courier service such as the United States Postal Service, United Parcel Service, and Federal Express.

- 12.1 All payments and royalty reports to:

Victor Vlahakos
8710 Donys
Houston, Texas 77040

12.2 If to Licensee:

Axcess Global, LLC
10808 So. River Front Parkway, Suite 3012
South Jordan, Utah 84095

Section 13 Contract Formation and Authority

The submission of this Agreement does not constitute an offer, and this document shall become effective and binding only upon the execution by duly authorized representatives of both Licensee and Licensor. Copies of this Agreement that have not been executed and delivered by both Licensor and Licensee shall not serve as a memorandum or other writing evidencing an agreement between the parties. This Agreement shall automatically terminate and be of no further force and effect, without the requirement of any notice from Licensor to Licensee, if Licensor does not receive the License Issue Fee within ninety (90) days of the Effective Date.

- 13.1 Licensor and Licensee hereby warrant and represent that the persons signing this Agreement have authority to execute this Agreement on behalf of the party for whom they have signed.
- 13.2 Force Majeure. No default, delay, or failure to perform on the part of Licensee or Licensor shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, hurricane, flood, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

Section 14 Confidentiality

- 14.1 Each Party shall maintain all information of the other Party which is treated by such other Party as proprietary or confidential (referred to herein as "Confidential Information") in confidence, and shall not disclose, divulge or otherwise communicate such confidential information to others, or use it for any purpose, except pursuant to, and in order to carry out, the terms and objectives of this Agreement, and each party hereby agrees to exercise every reasonable precaution to prevent and restrain the unauthorized disclosure of such confidential information by any of its Affiliates, directors, officers, employees, consultants, subcontractors, Sublicensees or agents. The parties agree to keep the terms of this Agreement confidential, provided that each party may disclose this Agreement to their authorized agents and investors who are bound by similar confidentiality provisions. Notwithstanding the foregoing, Confidential Information of a party shall not include information which: (a) was lawfully known by the receiving party prior to disclosure of such information by the disclosing party to the receiving party; (b) was or becomes

generally available in the public domain, without the fault of the receiving party; (c) is subsequently disclosed to the receiving party by a third party having a lawful right to make such disclosure; (d) is required by law, rule, regulation or legal process to be disclosed, provided that the receiving party making such disclosure shall take all reasonable steps to restrict and maintain to the extent possible confidentiality of such disclosure and shall provide reasonable notice to the other party to allow such party the opportunity to oppose the required disclosure; or (e) has been independently developed by employees or others on behalf of the receiving party without access to or use of disclosing party's information as demonstrated by written record. Each party's obligations under this Section 14 shall extend for a period of five (5) years from termination or expiration of this Agreement.

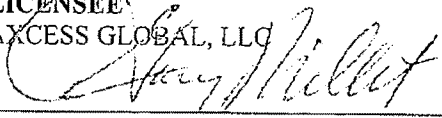
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates indicated below.

LICENSOR
VICTOR VLAHAKOS


By: Victor Vlahakos

Date: 13 July, 2013

LICENSEE
AXCESS GLOBAL, LLC


By: Gary Millet
Its: Managing Member

Date: 12 July 2013