

REC 06-04-1998
MRS 2/18/98
Tab settings



Spiro Bereveskos

To the Honorable Commissioner of Patents and Trademarks
100727746
original documents or copy thereof.

1. Name of conveying party(ies):
Richard A. Deer

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other License Agreement

Execution Date: February 16, 1998

2. Name and address of receiving party(ies)
Name: Body Dynamics, Inc.
Internal Address: P.O. Box 78610
Street Address: 9700 N. Michigan Road
Indianapolis State: IN ZIP: 46278

Individual(s) citizenship _____
 Association
 General Partnership
 Limited Partnership
 Corporation-State Indiana
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
--Serial No. 75/436,688--
New Application
FEM-1

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Spiro Bereveskos
Internal Address: _____
Woodard, Emhardt, Naughton, Moriarty
& McNett
Street Address: 111 Monument Circle, Suite 3700
City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-3030

DO NOT USE THIS SPACE

9. 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.

Spiro Bereveskos [Signature] February 18, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

"Express Mail" label number TB861679302US
Date of Deposit February 18, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Dr., Arlington, VA 22202-3513

[Signature]
Signature of person mailing paper or fee
Jennifer McKinley

TRADEMARK REEL: 1735 FRAME: 0

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07/07/98 TT0111 198-272

LICENSE AGREEMENT

This Agreement, effective as of the 16th day of February, 1998, by and between Richard A. Deer (hereinafter called "OWNER"), an individual having an address of 9700 North Michigan Road, P.O. Box 78610, Indianapolis, Indiana 46278-0610, and Body Dynamics, Inc. (hereinafter called "USER"), a corporation, organized and existing under the laws of Indiana, and having a post office address of 9700 N. Michigan Road, P.O. Box 78610, Indianapolis, Indiana 46278-0610.

WHEREAS, OWNER is the owner of the trademark FEM-1 (hereinafter called "MARK"); and

WHEREAS, USER is desirous of using the MARK in connection with its business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. OWNER grants to USER an exclusive License to use the MARK as appropriate to market over-the-counter pharmaceuticals.

2. USER acknowledges the ownership of the MARK in OWNER, agrees that it will do nothing inconsistent with such ownership and that all use of the MARK by USER shall inure to the benefit of and be on behalf of OWNER, and agrees to assist owner in recording this Agreement with appropriate government authorities. USER agrees that nothing in this License shall give USER any right, title or interest in the MARK other than the right to use the MARK in accordance with this License and USER agrees that it will not attack the title of OWNER to the MARK or attach the validity of this License.

3. USER agrees that the nature and quality of the services rendered and goods sold by USER in connection with the MARK shall conform to the standards set by and under

the control of OWNER. In general said nature and qualities shall conform to the nature and quality pursuant to past practices.

4. USER agrees to cooperate with OWNER in facilitating OWNER's control of such nature and quality, to permit reasonable inspection of USER's operation, and to supply OWNER with specimens of use of the MARK upon request. USER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

5. USER agrees to use the MARK only in the form and manner and with appropriate legends as prescribed from time to time by OWNER, and not to use any other trademark or service mark in combination with the MARK without prior approval of OWNER.

6. USER agrees to notify OWNER of any unauthorized use of the MARK by others promptly as it comes to USER's attention. OWNER shall have the sole right and discretion to determine whether or not any action shall be taken on account of such unauthorized uses. USER shall not institute any suit nor take any action on account of such uses without obtaining the consent of OWNER to do so. OWNER shall have the right and discretion to commence and prosecute any claims or suits in OWNER's own name or in the name of USER or join USER as a party thereto. No settlement of any suit so brought may be made without the consent of OWNER. USER agrees to assist OWNER to the extent necessary to protect any of OWNER's rights to the MARK. USER agrees that OWNER shall be entitled to claim and receive as his damages in such cases all losses incurred by USER due to said claims or suits.

7. OWNER, at his sole discretion, shall have the right to terminate this Agreement:

(a) immediately in the event of any bankruptcy of USER, any filing of bankruptcy for USER, any filing for protection from creditors for USER, any insolvency by USER or upon the appointment of any receiver or trustee to take possession of the properties of user or upon the winding up, sale, consolidation, merger or any sequestration by government authority of USER;

(b) immediately upon breach of any of the provisions hereof by USER; or

(c) without any cause upon sixty (60) days written notice.

8. Upon termination of this Agreement USER agrees to:

(a) immediately discontinue all use of the MARK and any term or terms similar thereto or a colorable imitation thereof;

(b) thereafter not use the MARK and any term or terms similar thereto or a colorable imitation thereof;

(c) to delete the name from its corporate or business name;

(d) to cooperate with OWNER or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records;

(e) to destroy all printed materials bearing any of the MARK;

(f) that all rights in the MARK and goodwill connected therewith shall remain the property of OWNER; and

(g) that if USER uses the MARK or a term or terms that are a colorable imitation thereof that OWNER shall be entitled to injunctive relief to prevent such use.

9. USER shall maintain full and accurate books and records showing sales of all goods bearing the MARK and shall furnish reports with respect thereto in a form that may be reasonably specified from time to time by owner.

10. It is agreed that this Agreement may be interpreted according to the laws of the State of Indiana and the United States of America.

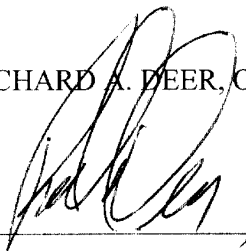
11. This Agreement constitutes the entire agreement between the parties and supersedes any previous written or oral agreements.

12. This Agreement inures to the benefit and is binding upon the successors in interest of the parties.


13. USER agrees to pay OWNER's reasonable attorney fees, costs and expenses incurred by owner in enforcing this agreement in the event that USER is found to be in breach of any of the terms of this Agreement or in violation of OWNER's rights in the MARK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day of the year first above written.

RICHARD A. DEER, OWNER

 , OWNER

BODY DYNAMICS, INC., USER

By:  , President
Karen Windle-Burcham
President