

11-17-1998



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IN THE

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ADEMARK OFFICE

Box ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

**COVER SHEET FOR RECORDING
TRADEMARK**

Attorney's Reference: TJM\URANU21USA

Sir:

Please record the attached document(s) described below with respect to each case listed below, and return the document(s) to the undersigned, in accord with 37 C.F.R. §3.31 and TMEP §503.05(d).

Document(s):	LICENSE AGREEMENT		
(1) Name of the party conveying the interest (and description and address if known)	VICARB INC. (Canada corporation) 150 Pony Drive Newmarket, Ontario L3Y 7B6 CANADA		
(2) Name (description if known) and address of the party receiving the interest	VICARB USA, INC. (Delaware corporation) 2230 Success Drive Odessa, Florida 33556		
(3) Description of the interest conveyed	License		
(4) Reg. and Appl. No(s).	Reg. No.	Appl. No.	Mark
		75/355,478	URANUS THERMAL
(5) Name and address for correspondence	Thomas J. Moore BACON & THOMAS, PLLC 625 Slaters Lane, Fourth Floor Alexandria, Virginia 22314-1176		
(6) Number of cases and total fee	There is one case listed above. A check for \$40.00 is attached for the fee of \$40.00 for one case and \$25.00 for each additional case.		
(7) Date of document	July 30, 1997		
(8) If the document is an assignment and the assignee has an address outside the U.S., then a Designation of Domestic Representative signed by the assignee is attached for each case listed.			
(9) To the best of my knowledge and belief, the information contained on this Cover Sheet is true and correct and any copy submitted is a true copy of the original document.			
If there is any problem, then the Commissioner is authorized to charge the requisite fee for recordal to deposit account no. 02-0200. A duplicate copy of this page is not attached in view of notices from the Assignment Branch.			
(10) Signature			Name: Thomas J. Moore Date: November 12, 1998

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**TRADEMARK
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LICENSE AGREEMENT

B E T W E E N:

VICARB INC., a Corporation of Canada

whose business address is
150 Pony Drive
Newmarket Ontario, Canada L3Y 7B6

(hereinafter Licensor)

- and -

VICARB USA, INC.

a corporation of the State of Delaware

whose business address is
2230 Success Drive
Odessa, Florida 33556
United States of America

(hereinafter Licensee)

WHEREAS, Licensor is the owner of the trademark URANUS THERMAL which is the subject of United States Trademark Application No. 75/355,478 filed September 11, 1997;

AND whereas the Licensee is using the trademark in the United States in respect of the goods for which the mark shall be registered;

AND whereas the Licensor and Licensee are affiliated companies;

NOW, therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Licensor agrees to allow the Licensee to use the trademark URANUS THERMAL in association with the goods specified in the application or registration to issue therefrom, pursuant to the following conditions and restrictions:

1. The Licensor authorizes the Licensee to use the trademark solely in the United States in relation to the goods so long as such use is in accordance with the standards and specifications approved by the Licensor.

2. The Licensee agrees to use the trademark in strict accordance with the standards and specifications supplied by the Licensor from time to time and to use the trademark only in relation to the goods for which the trademark shall be registered.

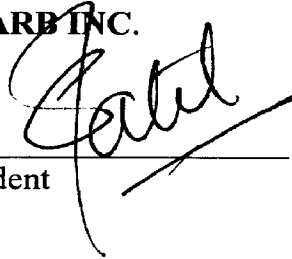
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3. The Licensee will permit the Licensor or its authorized representative to inspect its premises and place of business and performance of services under the trademark whenever reasonably required by the Licensor.

4. This Agreement shall be effective from July 30, 1997 and have a term of five years from that date. It shall automatically renew for additional one-year periods, unless either party gives the other party written notice of termination at least sixty (60) days prior to the end of the original term or any renewal term. Notwithstanding the foregoing, should the parties cease to be affiliated companies, this Agreement may be terminated by the Licensor without consent, on giving written notice to the Licensee.

VICARB INC.

By: _____
Title President



VICARB USA, INC.

By: _____
Title President

