

7-901

07-16-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101777783

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hudson Enterprises, Ltd. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Corporation-Nevis, BWI

2. Name and address of receiving party(ies) Name: Made E-Z Products, Inc. Internal Address: Street Address: 384 S. Military Trail Deerfield City: Beach State: FL Zip: 33442 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida Other

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached

5. Name and address of party to whom correspondence concerning document should be mailed: Name: MELVIN K. SILVERMAN Internal Address: Street Address: 4901 N. Federal Hwy., Suite 440 Fort City: Lauderdale State: FL Zip: 33308

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41): \$ 220.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Name of Person Signing Signature

0000107112 \$400 7.2.01 Date 16

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

07/13/2001 DBYRME 00000093 75864663 40.00 175.00

Refund Ref: 07/13/2001 DBYRME CHECK Refund

**ATTACHMENT SHEET CONSISTING OF TRADEMARK REGISTRATIONS IN
CONNECTION WITH BLOCK 4(A) OF THE RECORDATION FORM PTO-1594
COVER SHEET**

- (i) E-Z LEGAL BOOKS filed as an Actual Use Application on December 6, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75864663;
- (ii) E-Z (with graphic) filed as an Actual Use Application on October 12, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75821678;
- (iii) MADE E-Z filed as an Actual Use Application on November 6, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75842467;
- (iv) E-Z LEGAL, filed as an actual Use Application on March 11, 2000 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75941827, directed to Internet use.
- (v) E-Z LEGAL for business forms, registered on the Supplemental Register June 9, 1992, as Reg. No. 1693742.
- (vi) EZ LEGAL FORMS registered February 4, 1997 on the Principal Register at the U.S. Patent and Trademark Office, Registration No. 2035044.
- (vii) E-Z CONTRACTOR FORMS for business forms, registered on Principal Register December 3, 1991, as Registration No. 1666720.
- (viii) WHEN YOU NEED IT IN WRITING, for business forms, registered on Principal Register June 16, 1992, as Registration No. 1695334.

Parties:

The Licensor: Hudson Enterprises, Ltd. a Nevis Corporation residing at P.O. Box 679, Main Street, Charlestown, Nevis, British West Indies.

The Licensee: Made E-Z Products, Inc., a corporation organized and existing under the laws of the State of Florida, residing at 384 South Military Trail, Deerfield Beach, FL 33442

Recitals:

- A. The Licensor has developed and is the beneficial owner of a substantial body of valuable Intellectual Property listed in Schedule "A" to this Agreement.
- B. The Licensee wishes to receive and the Licensors are willing to grant an exclusive licence on the terms and conditions described in this agreement to use such Intellectual Property in order to manufacture and sell the Products;

DEFINITIONS:

In this Agreement the terms are defined as follows unless the context otherwise requires:

"Agreement" includes Schedule "A" attached hereto;

"Intellectual Property" shall mean all trademarks and service marks and all federal and common-law rights pertaining thereto and all copyright registrations and all federal and common-law rights pertaining thereto as listed in Schedule "A; of this Agreement. Schedule "A" may be modified from time to time in writing by the Licensor as described in Clauses 1.3 - 1.5 of this Agreement. Intellectual property shall also include all trade dress, emblems and logos, trade secrets and confidential information associated with the property listed in Schedule "A" and any and all Internet domain names associated therewith.

"Products" including but not limited to all books, guides, kits, software, programmes, forms, products for the Internet and the like published, produced,

manufactured, developed, procured by the Licensee;

“Territory” shall mean throughout the world.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, acknowledged by each party to be adequate, the parties agree as follows:

1. GRANT OF LICENSE

- 1.1 Licensor grants to Licensee, subject to the terms and conditions of this Agreement, an exclusive, non-transferable license to use and sublicense the Intellectual Property for and in connection with all activities relating to the production, distribution, packaging, marketing and licensing of the Products in the Territory.
- 1.2 Licensee shall be entitled to sublicense any entity to which Licensee is affiliated, the right to use the Intellectual Property for and in connection with all activities relating to the production, distribution, packaging, marketing and licensing of the Products in the Territory provided that any sublicense:
 - a. shall be on terms and conditions substantially similar to and consistent with the terms and conditions of this Agreement;
 - b. shall not reduce or otherwise affect the Licensee's obligations under this Agreement, including, without limitation, the obligation to pay royalties; and
 - c. shall be subject to the prior approval of the Licensor and shall provide that the Licensee shall serve as Licensor's agent for the purpose of maintaining the quality standards in this Agreement.
- 1.3 Licensor may make additions to Schedule "A" from time to time as it sees fit.
- 1.4 Licensor may not delete any item from Schedule "A" without giving the Licensee thirty (30) days written notice stating Licensor's reasons for proposed deletions.
- 1.5 The Licensee has thirty (30) days in which to make written objections.
- 1.6 If Licensor and Licensee cannot reach agreement within thirty (30) days of Licensor' receipt of objections, the parties shall submit their dispute to binding arbitration before a neutral arbitrator of the American Arbitration Association in Miami, Florida.

2. QUALITY STANDARDS

- 2.1 The Licensee shall make all reasonable, commercially viable efforts in the course of producing and distributing the Products under this license, and shall require each of its sublicensees to make all reasonable,

commercially viable efforts, to maintain and adhere to the reputation enjoyed by the Intellectual Property listed in Schedule "A".

- 2.2 To ensure that quality standards are maintained, the Licensor and its authorized agents shall have the right to enter on the premises of any office or facility operated by the Licensee or any sublicensees with respect to the Products at all reasonable times, without prior notice, to inspect samples of the Products.
- 2.3 On request from the Licensor, the Licensee shall furnish the Licensor, without cost to the Licensor, a reasonable number of samples of the Products.
- 2.4 On request from the Licensor, the Licensee shall cause any sublicensee to furnish the Licensor, without cost to the Licensor, a reasonable number of samples of the Products.

3. UNDERTAKINGS OF LICENSOR

- 3.1 Licensor warrants that it owns all rights, title to and interest in the Intellectual Property listed in Schedule "A" and has the full right to grant to the Licensee the license rights contained in this Agreement.
- 3.2 Licensor warrants that it has not granted any other licenses in respect to the Intellectual property listed in Schedule "A".
- 3.3 Licensor warrants that, during the term of this Agreement, Licensor will not use or exploit or license others to use or exploit the Intellectual Property listed in Schedule "A" in the Territory with respect to the Products.

4. OWNERSHIP OF LICENSED INTELLECTUAL PROPERTY

- 4.1 Licensee acknowledges Licensor's exclusive right, title to and interests in the Licensed Intellectual Property and acknowledges that nothing in this Agreement shall be construed as to accord the Licensee any rights in the Licensed Intellectual Property except as otherwise expressly provided.
- 4.2 Licensee further acknowledges that its use of the Licensed Intellectual Property in the territory will not create any rights, title to or interest in the Licensed Intellectual Property and that all such uses of the Licensed Intellectual Property in the Territory and the goodwill generated thereby shall inure to the benefit of the Licensor.
- 4.3 Licensee warrants and represents that:
 - a. Licensee will not at any time challenge the Licensor's right, title to or interest in the Licensed Intellectual Property or the validity, scope of rights of, or any registration of any of the Licensed Intellectual Property;
 - b. Licensee will not do or cause to be done or omit to do anything, the doing causing or omitting of which would contest or in any way impair or intend to impair the rights of the Licensor in the Licensed Intellectual Property.

- c. License will not represent that it has any ownership in or rights with respect to the Licensed Intellectual property in the Territory other than the rights conferred by this Agreement; and
- d. Licensee will not, either during or subsequent to the term of this Agreement, use in the Territory anything that is confusingly similar to or a colorable imitation of any of the Licensed Intellectual Property.

5. UNDERTAKINGS OF LICENSEE

- 5.1 **Markings.** The Licensee shall, and shall require each of its sublicensees to, cause the appropriate ™, ©, or ® symbols and all appropriate © notices on the Products so as to protect the rights of the Licensor in the Licensed Intellectual Property according to prevailing law.
- 5.2 However, the Licensee shall have the right to use its name in any Notice of © that is within the scope of this Agreement.
- 5.3 Licensor has the right to object to any other ™, ©, or ® symbols and © notices placed on the products that do not pertain to the Licensed Intellectual Property.
- 5.4 **Maintenance.** Licensee shall pay any continuing governmental fees respecting state or federal registrations of the Licensed Intellectual Property.

6. LICENSE FEE

For the purposes of this clause, the terms are defined as follows:

- “**Royalty Bearing Products**” each of the Products distributed in the Territory under the Licensed Intellectual Property
- “**Net Revenues**” gross revenues realised by the Licensee from the sale of Royalty Bearing Products adjusted for returns, allowances and refunds granted by the Licensee in accordance with standard industry practice.

- 6.1 Licensee shall pay to Licensor or its successors in interest license fees in U.S. dollars to the Licensor in accordance with the provisions of this clause.
- 6.2 Commencing January 1, 2000, on the thirtieth day (30th) following the end of each fiscal quarterly period, the Licensee shall pay to the Licensor a fee of 0.5% (zero point five per cent) of the net revenues realized on royalty bearing products.
- 6.3 Each payment shall be accompanied by a report summarizing by type all transactions producing revenues from Royalty Bearing Products and that

sets forth gross revenue and adjustments for returns, allowances and refunds.

- 6.4 Within ninety days after the end of the Licensee's fiscal year, the Licensee shall provide a report on all net revenues realized on Royalty bearing products certified by an independent public accountant.
- 6.5 In the event that the public accountant's report determines that additional fees should have been paid to the Licensor during the fiscal year, such additional fees shall be due and payable immediately, with interest.
- 6.6 In the event that the public accountant's report determines that an excess of fees have been paid to the Licensor during the fiscal year, that excess, with interest, shall constitute a credit against the next license fee payment by the Licensee.
- 6.7 Time is of the essence with respect to all payments by the Licensee and interest at the rate of interest publicly announced by Citibank, from time to time as its base rate on the date that payment is due plus 2 per centage points shall accrue on any amount due the Licensor from the date upon which payment is due until the actual date of payment.
- 6.8 The interest so charged shall be calculated quarterly and payable on demand.
- 6.9 The payment of interest in accordance with the terms and conditions of this Agreement is in addition to all other remedies available to the Licensor in the event of default or termination.
- 6.10 Licensee acknowledges that the expectancy of the Licensor of receipt of license fees pursuant to this Agreement constitutes a material inducement to the Licensor to enter into this Agreement. Accordingly, Licensee undertakes to employ its reasonable best efforts during the term of this Agreement to promote the distribution and sale of the Products under the Licensed Intellectual property in order to generate such fees.
- 6.11 Notwithstanding clause 6.10, the Licensee (for itself and its sublicensees) expressly reserves the right to discontinue the distribution and sale of any Product if such Product is determined by the Licensee, on reasonable grounds, to be unprofitable.

7. PROSECUTION AND DEFENSE OF INFRINGEMENT CLAIMS

- 7.1 **Prosecution of claims.** Licensee and Licensor shall each provide the other with prompt notice of any apparent infringement of the Licensed Intellectual property within the Territory including but not limited to any petition to cancel any of the registered marks forming part of the Intellectual Property, any attempted use or application to register any mark confusingly similar to any registered mark forming part of the Intellectual property, and any infringement of copyright or trade-dress.
- 7.2 Licensor shall have primary responsibility to:
 - a. Institute and prosecute any actions for such infringement of the Licensed Intellectual Property within the Territory;

- b. Defend any petition to cancel any registration of any mark forming part of the Intellectual Property.
 - c. Oppose any attempted use or any application to register any mark that would be confusingly similar to or a colorable imitation of any of the marks forming part of the Intellectual Property.
- 7.3 Any damages and costs recovered through such proceedings shall be shared equitably with the Licensee. However, the Licensee shall contribute its proportionate share of costs and expenses, including attorney fees incurred in connection with the recovery of such damages.
- 7.4 Licensee shall provide any reasonably requested assistance in connection with any such proceedings. Licensor shall reimburse Licensee's reasonable out-of-pocket costs in providing such assistance.
- 7.5 Licensor shall keep Licensee informed of the status of any such proceedings and shall supply Licensee with any reasonable requested documents regarding such proceedings.
- 7.6 **Failure of Licensor to prosecute.** In the event that the Licensor fails or refuses to initiate and prosecute any action for infringement of the Licensed Intellectual Property, defend any petition to cancel any registration of any mark forming part of the Intellectual property or oppose any attempted use of or application for a mark that is confusingly similar to or a colorable imitation of any mark forming part of the Intellectual property within a reasonable period of time, the Licensee shall have the right to do so in its own name.
- 7.7 Any damages or costs recovered through such proceeding shall belong exclusively to Licensee and Licensee shall be solely responsible for all costs and expenses, including attorney fees of prosecuting such proceedings.
- 7.8 However, before entering into any compromise, settlement or stipulation with respect to such proceedings, Licensee shall obtain the approval of the Licensor, which shall not be unreasonably withheld.
- 7.9 **Notice and Defense of third-party infringement claims.** Licensor and Licensee shall each provide the other with prompt notice of any claim alleging infringement involving the use of the Licensed Intellectual Property by the Licensee or sublicensee within the Territory.
- 7.10 Licensee shall have primary responsibility for defending any claims of infringement involving the use of the Licensed Intellectual Property by the Licensee or sublicensee within the Territory.
- 7.11 Licensor shall provide any reasonably requested assistance in connection with any such proceedings. Licensee shall reimburse Licensor's reasonable out-of-pocket costs in providing such assistance.
- 7.12 Licensee shall keep Licensor informed of the status of any such proceedings and shall supply Licensee with any reasonable requested documents regarding such proceedings.
- 7.13 Except with regard to claims that are defended by the Licensor, any expenses, losses, damages or judgments (including attorney fees) in connection with claims alleging infringement involving the use of the

Licensed Intellectual Property by the Licensee or sublicensee within the Territory, shall be the sole responsibility of the Licensee without any claims over against the Licensor.

- 7.14 However, any portion of any expenses, losses, damages or judgments (including attorney fees) paid by the Licensee that were on account of any action or inaction of the Licensor, shall be paid by the Licensor.
- 7.15 Before entering into any compromise, settlement or stipulation with respect to such proceedings, Licensee shall obtain the approval of the Licensor, which shall not be unreasonably withheld.
- 7.16 **Failure of Licensee to defend.** In the event that the Licensee fails to defend any claims of infringement involving the use of the Licensed Intellectual Property by the Licensee or sublicensee within the Territory within a reasonable period of time, the Licensor shall have the right to do so.
- 7.17 Any expenses, losses, damages or judgments (including attorney fees) shall be the sole responsibility of the Licensor.
- 7.18 Before entering into any compromise, settlement or stipulation with respect to such proceedings, Licensor shall obtain the approval of the Licensee, which shall not be unreasonably withheld.

8. LICENSE DEFENSE AND INDEMNIFICATION OF LICENSOR

- 8.1 Licensee shall defend, indemnify and save harmless the Licensor from all losses, cost, liabilities, damages, claims and expenses of whatever kind and description, including attorney fees, arising out of or resulting from any act or omission of the Licensee or sublicensee relating to the production, distribution, sale or marketing of any of the Products in connection with which the licensed Intellectual Property is used, including, but not limited to;
- a. unfair or fraudulent advertising claims, warranty claims and product defect or liability claims pertaining to the Products; and
 - b. claims for unauthorized use or misuse of any patent, trademark, copyright or other proprietary right owned, used or controlled by nay third party pertaining to the production, distribution, sale or marketing of the Products.

9. COMPLIANCE WITH LAWS

- 9.1 Licensee shall comply with and require each sublicensee to comply with all municipal, state and federal laws and regulations governing the production, distribution sale and marketing of the Products.

10. RELATIONSHIP OF THE PARTIES

- 10.1 Nothing in this Agreement shall be construed to make the Licensor and Licensee a partnership or joint venture or an agent or legal representative of each other.
- 10.1 It is the express intent of the parties that the Licensee is an independent contractor.
- 10.2 The Licensee is not granted any right or authority to assume or create any obligations for, on behalf of, or in the name of the Licensor.
- 10.3 The Licensee shall require its sublicensees to agree not to incur any debt or obligation on behalf of the Licensor.
- 10.4 The Licensee shall not advertise, commit any act or make any representation in any manner that may adversely affect any right of the Licensor or be detrimental to the Licensor's good name and reputation and the Licensee shall require sublicensees to agree to the same.

11. ASSIGNMENT

- 11.1 Except as provided in Clause 1, the Licensee shall not sell, assign, transfer, convey or encumber this Agreement or any right under this Agreement or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law without the prior written consent of the Licensor.

12. TERM

- 12.1 Unless terminated in accordance with clause 14 of this Agreement, this Agreement shall terminate ten (15) fifteen years from the date of execution of this Agreement by all parties.
- 12.2 On termination of this Agreement, the rights granted under this Agreement to all sublicensees shall likewise terminate and all sublicense agreements shall so provide.

13. EVENTS OF TERMINATION

- 13.1 If any of the following events occur, the Licensor shall have the right to terminate this Agreement pursuant to clause 14:
 - a. **Bankruptcy of Licensee.** For the purposes of this clause, bankruptcy means either a voluntary bankruptcy or an involuntary bankruptcy.
A **voluntary bankruptcy** means the inability of the licensee generally to pay its debts as such debts become due, or an admission by the licensee of its inability to pay its debts generally or a general assignment by the Licensee for the benefit of creditors; the filing of a petition or answer by the Licensee seeking to adjudicate it a

bankrupt or insolvent, or seeking for itself any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of Licensee or its debts under any law relating to bankruptcy, insolvency or relief of debtors, or seeking to, consenting to, or acquiescing in the order for relief or the appointment of a receiver, trustee, custodian, or other similar official for the Licensee or for any substantial part of its property; or corporate action taken by the Licensee to authorize any of the above actions.

An **involuntary bankruptcy** means without the consent or acquiescence of the Licensee, the entering of an order for relief or approving the petition for relief or reorganization or any other petition seeking any liquidation, winding-up, reorganization, arrangement, adjustment, protection, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any petition against the Licensee, which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of the Licensee, the entering of an order appointing a trustee, custodian, receiver or liquidator of the Licensee or of all or any substantial part of the property of the Licensee which order shall not be dismissed within sixty (60) days.

- b. **Fee Payment default.** Licensee defaults in the payment of any amount owed to the Licensor for fees payable pursuant to section 6 when such fees become due and payable.
- c. **Breach of Agreements.** Licensee fails to perform in accordance with any of the material terms and conditions contained in this Agreement (except to the extent that such failure to perform constitutes a fee payment default subject to (b) above).

14. TERMINATION OF AGREEMENT

14.1 Licensor may, without prejudice to other remedies it may have, terminate this Agreement by giving written notice of such termination to the Licensee as follows:

- a. immediately, upon the occurrence of any Event of Termination pursuant to clause 13.1(a);
- b. after the expiration of two (2) business days following the occurrence of an Event of termination pursuant to clause 13.1(b) and delivery of written notice of such payment default to Licensee, if such payment default is then still uncured; or
- c. after the expiration of thirty (30) days from Licensee's receipt of notice from Licensor of the occurrence of an Event of Termination pursuant to clause 13.1(c), if such Event of termination is still uncured.

- 14.2 Licensee agrees that the remedy at law of the Licensor for any act or event that constitutes an Event of termination under this Agreement, other than the failure of the Licensee to pay any monies when due, will be inadequate. The Licensor shall therefore be entitled to injunctive relief, forfeiture of the Products, specific performance or other such equitable relief and the Licensee shall not urge in any proceedings that an adequate remedy exists at law.

15. POST-TERMINATION OBLIGATIONS OF LICENSEE

- 15.1 On termination of this Agreement for any reason, all right of the Licensee any sublicensee under this Agreement shall immediately cease.
- 15.2 The Licensee or any sublicensees shall not operate or conduct any business under any name or in any manner in the territory that might tend to give the general public the impression that this Agreement is still in force or that the Licensee or any sublicensee has any right to use the Licensed Intellectual Property in the territory.

16. FORCE MAJEURE

- 16.1 If either party is prevented or delayed in the performance of any of their obligations pursuant to this Agreement by force majeure, that party shall be excused from the performance of or the punctual performance of any of its obligations from the date of notice for so long as the cause of prevention or delay shall continue if:
- a. that party gives notice to the other party of the circumstances and matters constituting the force majeure; and
 - b. provides satisfactory evidence of the force majeure; and
 - c. gives a reasonable estimate of the time the prevention or delay will continue.
- 16.2. For the purposes of this Agreement, "Force Majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party and without limiting the generality of the foregoing shall include:
- a. strikes, lock-outs or other industrial action;
 - b. civil commotion, riot, invasion, war, threat of or preparation for war;
 - c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural physical disaster;
 - d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of private or public transport;
 - e. political interference with the normal operations of any party.

17. CONFIDENTIALITY

- 17.1 Except as provided in this clause, Licensor and Licensee, during the term of this Agreement and for an additional period of ten (10) years after its termination, shall not disclose to any person or entity, other than the parties regularly engaged attorneys and accountants, any information about this Agreement, including but not limited to, information as to the amount of fees paid.
- 17.2 The restrictions of this clause do not apply:
- a. in the event of termination of this Agreement pursuant to clause 4.1 or a liquidation of the Licensor; or
 - b. to any disclosures required by law or by order of competent courts or governmental agencies after prior notice by one party to the other and affording the other party the right to object thereto.

18. GENERAL

- 18.1 This Agreement shall bind and inure to the benefit of the successors, legal representatives and assigns of the Licensor and shall be personally binding on and inure solely to the benefit of the Licensee, its successors and permitted assigns.
- 18.2. If any provision of this Agreement is found by a Court of Competent Jurisdiction in a final decision to be illegal, void or unenforceable or if any provision of this Agreement is illegal, void or unenforceable under any law that is applicable thereto, this Agreement shall continue to be in full force and effect save for the provision deemed to be illegal, void or unenforceable from the date that the provision is deemed illegal, void or unenforceable or from any such earlier date as the parties may determine.
- 18.3. A failure by either party to exercise or enforce any rights under the terms and conditions of this Agreement shall not be deemed as a waiver of such rights or operate so as to bar the exercise or enforcement thereof.
- 18.4 Any notice required to be given under the terms and conditions of this Agreement shall be in writing and shall be sent to the other party by certified, registered or recorded delivery. Such notice shall be deemed delivered three (3) days after mailing or when actually received by the party for whom intended, whichever is earlier.
- 18.5 A party must notify the other party of any change of address, telephone or fax numbers.
- 18.6 All notices, documents, communications or other data shall be in the English language, unless otherwise agreed.
- 18.7 The performance of this Agreement as to the Licensee shall be governed by U.S. law.
- 18.8 All disputes arising out of or affecting this Agreement as to the Licensee shall be submitted to binding arbitration before a panel of three neutral arbitrators of the American Arbitration Association in Miami, Florida.

- 18.9 This Agreement contains the entire Agreement between the parties. No modification shall be made to this Agreement except in a writing signed by both parties.
- 18.10 This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together constitute one agreement. A facsimile copy of this Contract and any initials of signature thereon shall be deemed as original.

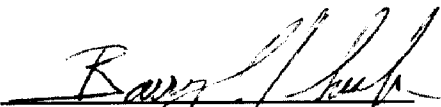
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date set out below.

The officers signing on behalf of the parties have been duly authorized to execute this Agreement.

LICENSOR
HUDSON ENTERPRISES, LTD.

LICENSEE
MADE E-Z PRODUCTS, INC.

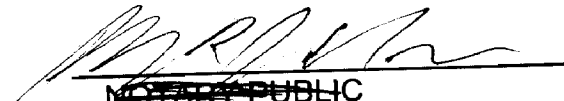
BY: 
Barry S. Chesler, President

BY: 
Barry S. Chesler, President

EXECUTED this 15 day of May 2001, at 384 South Military Trail,
Deerfield Beach, FL 33442.

State of Florida SS:
County of Broward

Before me personally appeared said Barry S. Chesler and acknowledged the foregoing instrument to be his free act and deed this 15 day of May, 2001.


NOTARY PUBLIC
6077 018 55

SCHEDULE "A"

- (i) E-Z LEGAL BOOKS filed as an Actual Use Application on December 6, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75864663;
- (ii) E-Z (with graphic) filed as an Actual Use Application on October 12, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75821678;
- (iii) MADE E-Z filed as an Actual Use Application on November 6, 1999 and pending registration on the Principal Register at the U.S. Patent and Trademark Office, Serial No. 75842467;
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- (v) E-Z LEGAL for business forms, registered on the Supplemental Register June 9, 1992, as Reg. No. 1693742.
- (vi) EZ LEGAL FORMS registered February 4, 1997 on the Principal Register at the U.S. Patent and Trademark Office, Registration No. 2035044.
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- (viii) WHEN YOU NEED IT IN WRITING, for business forms, registered on Principal Register June 16, 1992, as Registration No. 1695334.

HUDSON ENTERPRISES, LTD.

Licensor

And

MADE E-Z PRODUCTS, INC.

Licensee