

11-06-2002



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2009)

Tab settings ⇌ ⇌ ⇌

OFFICE OF RE

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

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

1. Name of conveying party(ies):

Mollie Jossem



Individual(s)



General Partnership



Corporation-State



Other _____



Association



Limited Partnership

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

3. Nature of conveyance:



Assignment



Security Agreement



Other _____



Merger



Change of Name

Execution Date: 05/25/2001

2. Name and address of receiving party(ies)

Name: Mosco Holdings, LLC

Internal

Address: 711 S. Carson Street, Suite 4

Street Address: _____

City: Carson City

State: NV

Zip: 89201



Individual(s) citizenship



Association



General Partnership



Limited Partnership



Corporation-State



Other limited liability company

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 registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 236,101

Additional number(s) attached ☐ Yes ☒ No

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

Name: William G. Meyer, III

Internal Address: _____

Street Address: _____

900 Fort Street Mall, Suite 1800

City: Honolulu

State: HI

Zip: 96813

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: _____

9. Signature.

William G. Meyer, III

Name of Person Signing

Signature

October 24, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 2610 FRAME: 0960

Trademark License Agreement and Assignment of Rights

This Agreement is made this 29th day of May, 2001, by and between Mollie Jossem, of Rochester, New York, Licensor and Assignor, ("Licensor", hereinafter) and individual, and Mosco Holdings, LLC, a Nevada limited liability company, of Carson City, Nevada, the members of which are Jared H. Jossem of Honolulu, Hawaii, Susan J. Mitloff, of Sarasota, Florida, and Toby J. Silverman, of Rochester, New York, (the children of Licensor, hereinafter, collectively, "Licensee"):

Whereas Licensor is the owner of the Trademark MOSCO for use in connection with foot care and related products and more particularly, for removers of warts, corns and calli, Reg. Number 236,101, which is in force through December 6, 2007; and,

Whereas the parties hereto desire that Licensee use and exploit the mark to maximize the revenues generated thereby for the parties throughout the world;

Whereas the parties are aware that the mark has been previously assigned to Medtech, Inc. or related entities and that this Agreement and Assignment may be subject to any priority rights in the mark remaining with Medtech; and

Whereas Mollie Jossem is also a party to a License Agreement with Medtech which is or may be in default, and she wishes Licensee to fully and vigorously enforce her rights under such agreement as their rights as Assignee and Licensee hereunder;

Now Therefore in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. License: Licensor hereby grants Licensee the exclusive right to use the Mark in connection with the above entitled goods or others for foot care which may be developed, and for any other lawful purpose;
2. Assignment: Licensor assigns to Licensee all rights she has in all agreements with Medtech, Inc. or related entities in connection with the Mark, and authorizes Licensee to receive and manage all proceeds of such agreements, including the receipt of Royalties and the enforcement of such agreements and recovery of damages for any breach thereof, and to hold such proceeds and receipts for benefit of Licensor for the remainder of her life, and then for Licensee's benefit;
3. Licensor agrees that all her right, title and interest in the Mark and the agreements with Medtech are hereby transferred to Licensee, subject only to recordation and the performance of any other conditions precedent to such transfer deemed prudent by Licensee;
4. Indemnification: Licensee hereby assumes and agrees to indemnify Licensor for all liabilities, damages and claims of any sort, arising from this transaction;
5. This agreement shall operate prospectively from the date of execution and forever, unless revoked within one year of its signature date by Licensor.

May 16, 2001 License

6. Royalties: Licensor shall receive as a royalty and in consideration for the transfer of interests assigned all of the benefits and proceeds of the Medtech agreement and royalties thereunder for the remainder of her life, less operating expenses of Licensee;

7. Sublicensing; Licensee may sublicense and assign any of the rights granted herein;

8. Choice of Law: This agreement shall be interpreted under the laws of the state of New York.

9. Severability: The finding by any court that a provision of this Agreement is unenforceable shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement.

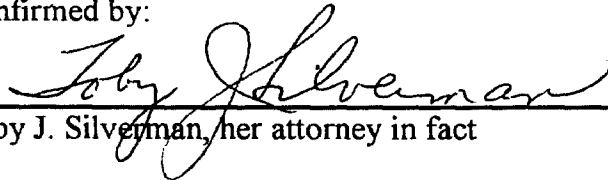
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussion or writings are superseded hereby. The terms of this License and Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs and assigns.

In Witness hereof the parties hereto execute this Agreement by their hands and/or by their duly authorized representatives or attorneys in fact on the date set forth above:



Mollie Jossem, Licensor

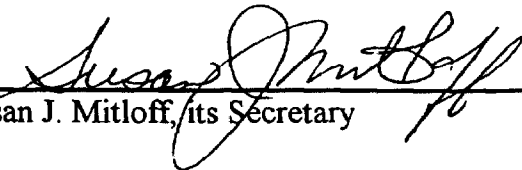
Confirmed by:



Toby J. Silverman, her attorney in fact

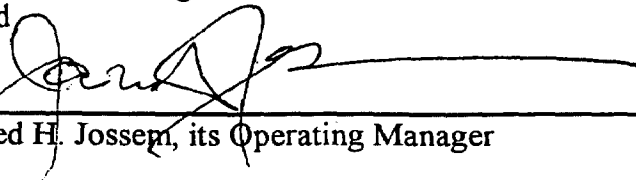
Mosco Holdings, LLC

By:



Susan J. Mitloff, its Secretary

And



Jared H. Jossem, its Operating Manager