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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.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):

Mosco Holdings L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Nevada Limited Liability Company

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 04/15/2003

2. Name and address of receiving party(ies)

Name: Medtech IP, L.L.C.

Internal

Address:

Street Address: 3510 North Lake Creek Drive

City: Wilson State: WY Zip: 83001

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware 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) 0,236,101

Additional number(s) attached ☐ Yes ☒ No

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

Name: Micheline Kelly Johnson

Internal Address: Baker, Donelson, Bearman
& CaldwellStreet Address: 1800 Republic Centre
633 Chestnut Street

City: Chattanooga State: TN Zip: 37450-1800

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:

08-1629

DO NOT USE THIS SPACE

9. Signature.

Baker, Donelson, Bearman & Caldwell

Elaine Chomyn, Paralegal

Name of Person Signing

Signature

May 29, 2003

Date

Total number of pages including cover sheet, attachments, and document.

8

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

700031787

TRADEMARK
REEL: 002659 FRAME: 0857

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TRADEMARK RECORDATION FORM COVER SHEET

CONTINUATION OF THE INFORMATION IN ITEM 1

Additional name of conveying parties:

Estate of Mollie Fix Jossem, Individual

AMENDMENT TO TRADEMARK LICENSE AND OPTION AGREEMENTS

THIS AGREEMENT, effective as of the 15th day of April, 2003, by and between MOSCO HOLDINGS LLC, a Nevada Limited Liability Company (hereinafter called "HOLDINGS"), located at 711 S. Carson Street, Suite 4, Carson City, Nevada, 89701, and Medtech Holdings, Inc. (hereinafter called "MEDTECH"), a corporation, organized and existing under the laws of Delaware, located at 90 North Broadway, Irvington, New York 10533.

WHEREAS, HOLDINGS is the owner of the United States Trademark MOSCO bearing registration Number 236,101 (hereinafter called the "Trademark") as successor in interest to the late Mollie Fix Jossem; and

WHEREAS, Medtech Laboratories, Inc. a Wyoming corporation and predecessor in interest to MEDTECH had entered into a certain agreements including a License Agreement and an Option Agreement with the late Mollie Fix Jossem and the Moss Chemical Company dated November 20, 1984 wherein ultimately MEDTECH and its affiliated and related company entities used the Trademark to the mutual benefit of the parties; and

WHEREAS, the relationship between the parties has become more difficult due to changes in personnel and market circumstances; and

WHEREAS, MEDTECH is desirous of owning and acquiring the Trademark to continue to use the Trademark in connection with its business; and

WHEREAS, HOLDINGS is willing to now assign all of its right, title and interest in the Trademark to MEDTECH under the terms and conditions herein described.

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

1. **Assignment.** MEDTECH requests and HOLDINGS agrees that HOLDINGS shall immediately assign all of its right title and interest in the Trademark to Medtech IP, L.L.C., an affiliate of MEDTECH, utilizing the form of Trademark assignment appearing as Exhibit "A", hereto.
2. **Payments and Deliveries.** Upon acceptance and execution of this Agreement and receipt of the executed Assignment document provided for in Paragraph 1 above, MEDTECH shall pay to HOLDINGS the sum of \$125,000. MEDTECH shall also deliver to HOLDINGS a promissory note in the form of Exhibit "B" hereto (the "Promissory Note") reflecting the obligation of MEDTECH to pay HOLDINGS the sum of \$100,000 on each of the dates of April 15, 2004 and April 15, 2005. The note shall be non interest bearing if paid on or before the due date.

3. **Termination of Royalty.** Upon acceptance and execution of this Agreement and the tender of payment and deliveries provided for in Paragraph 2 above, the Royalty provided for in the License Agreement of November 20, 1984 shall cease with no further obligation on the part of MEDTECH or any of its affiliated companies to pay royalties currently, at any time in the future or for any time in the past. HOLDINGS acknowledges that it has received all royalties due and payable to date under the November 1984 License Agreement.
4. **Mutual Releases.** MEDTECH hereby releases and discharges HOLDINGS, the Estate of Mollie Fix Jossem, Jared Jossem, Susan J. Mitloff, Toby J. Silverman and each of them, together with their successors and assigns for any and all claims, causes of action, damages asserted or capable of being asserted by MEDTECH or the affiliates of MEDTECH as of the date of this agreement. HOLDINGS, the Estate of Mollie Fix Jossem, Jared Jossem, Susan J. Mitloff, Toby J. Silverman and each of them does hereby release and discharge MEDTECH, Medtech IP, L.L.C., Medtech Holdings, Inc., Medtech Products, Inc. (Delaware), Medtech Laboratories, Inc. (Wyoming), The Shansby Group or any other entity affiliated with MEDTECH, their officers, directors, employees and agents for any and all claims, causes of action, damages asserted or capable of being asserted as of the date of this agreement, including without limitation, that cause of action styled Mosco Holdings LLC, et al. Vs. Medtech, Inc., et al Case No.: 3:02cv00621 (RNC).
5. **Title to Trademark.** HOLDINGS warrants and represents that it has good and lawful title to the Trademark and that there is no lien, encumbrance or restriction which would prevent the transfer of the Trademark to MEDTECH.
6. **Mutual Cooperation.** HOLDINGS and MEDTECH each agree to cooperate in executing any further filing or form deemed reasonably necessary to give effect to the transaction contemplated herein.
7. **Indemnity by MEDTECH.** MEDTECH agrees to indemnify and save harmless HOLDINGS from any and all claims, causes of action, damages or expense, including reasonable attorney's fees, arising from the use of the Trademark by MEDTECH or a material and uncorrected breach of this Agreement by MEDTECH.
8. **Indemnity by HOLDINGS.** HOLDINGS agrees to indemnify and save harmless MEDTECH from any and all claims, causes of action, damages or expense, including reasonable attorney's fees, arising from a material and uncorrected breach of this Agreement by HOLDINGS.
9. **Authority and Good Standing.** HOLDINGS and MEDTECH warrant and represent that each of the parties is lawfully organized and in good standing. The persons actually executing this Agreement, the Trademark Assignment and the Promissory Note provided for in Section 2 herein have full authorization and authority to do so.
10. **Performance by Medtech Holdings, Inc.** It is agreed and understood that performance of any obligation of MEDTECH hereunder may be satisfied by like performance by any affiliated company of MEDTECH as fully as if done by MEDTECH.
11. **Interpretation of Agreement.** This Amendment to the Trademark License and Option Agreements shall be interpreted according to the law of Wyoming.

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

MEDTECH HOLDINGS, INC.

By: Peter C. Mann
Peter C. Mann
President and Chief Executive Officer

MOSCO HOLDINGS L.L.C.

Agreed and consented to in their individual
and representative capacities:

By: Jared Jossem
Jared Jossem
And: Susan J. Mitloff
Susan J. Mitloff
And: Toby J. Silverman
Toby J. Silverman

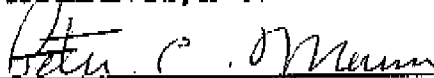
ESTATE OF MOLLIE FIX JOSSEM

Agreed and consented to in their individual
and representative capacities:

By: Jared Jossem
Jared Jossem
And: Susan J. Mitloff
Susan J. Mitloff
And: Toby J. Silverman
Toby J. Silverman

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

MEDTECH HOLDINGS, INC.

By: 
Peter C. Mann
President and Chief Executive Officer

MOSCO HOLDINGS L.L.C.

Agreed and consented to in their individual and representative capacities:

By: _____
Jared Jossem
And: _____
Susan J. Mitloff
And: _____
Toby J. Silverman

ESTATE OF MOLLIE FIX JOSSEM

Agreed and consented to in their individual and representative capacities:


By: _____
Jared Jossem
And: _____
Susan J. Mitloff
And: 
Toby J. Silverman

EXHIBIT A**Assignment of Trademark**

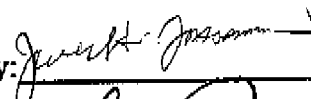
Whereas, Mosco Holdings, L.L.C., a Nevada having its principal place of business at 711 S. Carson Street, Suite 4, Carson City, Nevada 89701 (hereinafter referred to as "Assignor") owns the trademark MOSCO (the "Mark") which has been duly registered with the United States Patent and Trademark Office for use on foot care products; and

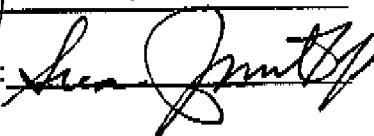
Whereas, Medtech IP L.L.C., a Delaware limited liability company having its principal place of business at 3510 North Lake Creek drive, Wilson, WY 83001 (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Mark;

Now, Therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the entire right title and interest in the Mark, including the aforementioned registrations and any and all other registrations, applications or common law rights therefor, throughout the world, and the right to recover damages for past acts of infringement of said Mark, together with all of Assignor's goodwill of the business symbolized by the Mark. Assignor consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Mark or the registration and/or application therefor issue and be delivered to Assignee, its attorneys, agents, successors or assigns.

In Witness Whereof, Assignor has caused this document to be duly and legally executed this 11th day of April, 2003.

Mosco Holdings, L.L.C.

By: 

And: 

And: _____

EXHIBIT A

Assignment of Trademark

Whereas, Mosco Holdings, L.L.C., a Nevada having its principal place of business at 711 S. Carson Street, Suite 4, Carson City, Nevada 89701 (hereinafter referred to as "Assignor") owns the trademark MOSCO (the "Mark") which has been duly registered with the United States Patent and Trademark Office for use on foot care products; and

Whereas, Medtech IP L.L.C., a Delaware limited liability company having its principal place of business at 3510 North Lake Creek drive, Wilson, WY 83001 (hereinafter referred to as "Assignee") is desirous of acquiring the entire right, title and interest in and to the Mark;

Now, Therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the entire right title and interest in the Mark, including the aforementioned registrations and any and all other registrations, applications or common law rights therefor, throughout the world, and the right to recover damages for past acts of infringement of said Mark, together with all of Assignor's goodwill of the business symbolized by the Mark. Assignor consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Mark or the registration and/or application therefor issue and be delivered to Assignee, its attorneys, agents, successors or assigns.

In Witness Whereof, Assignor has caused this document to be duly and legally executed this 14 day of April, 2003.

Mosco Holdings, L.L.C.

By: Toby J. Halperin

And: _____

And: _____