

12/29/03

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08-16-2004

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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼



102764389

Original documents or copy thereof.

To the Honorable Commissioner of Patent and Trademark

1. Name of conveying party(ies):  
J. Cannon, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Vazocure, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 117 E Fayette St  
City: Syracuse State: NY Zip: 13202

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

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

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 74695174  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Internal Address: Attn: Rosemarie Duplessis  
\_\_\_\_\_

Street Address: 7532 Pebble Dr  
\_\_\_\_\_

City: Fort Worth State: TX Zip: 76118

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:  
\_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
John A Cannon  
Name of Person Signing

*John A. Cannon*  
Signature

12-17-03  
Date

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

01/05/2004 ECOOPER 00000058 74695174  
01 FC:4521 40.00 DP

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

TRADEMARK  
REEL: 002916 FRAME: 0917

This Agreement is made effective as of the date of execution by the parties as identified hereinbelow and is made by J. Cannon, Inc. (JCI) a Texas corporation, and Kye Lee, a resident of St. Louis, Missouri, and Inkoo Park, a resident of Syracuse, New York, individually and doing business as VazoCure® Company (LPV) for the following purposes and subject to the following terms and conditions:

WHEREAS, JCI has agreed to sell and LPV has agreed to purchase a product line of JCI known under the trademark brand of VazoCure® under an agreement entitled "VazoCure® Inventory and Component Purchase Agreement," a copy of which is attached hereto, marked "Exhibit One (1)," and is incorporated herein for all purposes; and

WHEREAS, JCI has also agreed to act as a contractor to warehouse and ship VazoCure® product for LPV by agreement entitled "VazoCure® Warehouse and Shipping Agreement," a copy of which is attached hereto, marked "Exhibit Two (2)," and is incorporated herein for all purposes; and

WHEREAS, JCI has also agreed to manufacture the VazoCure® product line for LPV and be paid a manufacturing fee in excess of cost or a six percent (6%) royalty in the event its manufacturing duties are terminated by an agreement entitled "VazoCure® Manufacturing and Royalty Agreement," a copy of which is attached hereto, marked "Exhibit Three (3)," and is incorporated herein for all purposes; and

WHEREAS, JCI has also agreed to sell to LPV the VazoCure® trademark and formulation by an agreement entitled "VazoCure® Trademark and Product Formulations Purchase Agreement," a copy of which is attached hereto, marked "Exhibit Four (4)," and is incorporate herein for all purposes; and

WHEREAS, even though the four agreements referenced hereinabove, relating to various aspects of the sale, warehousing, manufacturing and shipping of VazoCure® product and the ownership, sale and assignment of the trademark are written in separate agreements, they all relate to a common product and intent of the parties to this Agreement to divest JCI over a period of time of any ownership interest in the product, inventory, or trademark and to vest the same in LPV in accordance with the terms and conditions of each specific referenced agreement; but also subject to the overriding and comprehensive terms and conditions of this Agreement as follows:

1. The parties hereto contract and agree that there is a common intent and purpose for JCI to sell its interest in all aspects of the VazoCure® product and trademark to LPV for the considerations and within the time lines as set forth in the four (4) separate agreements referenced herein.

2. Should there be any conflicts or discrepancies between the four (4) referenced agreements and/or this Agreement, this Agreement shall be controlling and shall take precedence for all purposes over the four (4) separate agreements.

**Copy**

3. It is the intent of the parties hereto that all four (4) separate, referenced agreements are to be performed in all respects according to their terms and that any conflicting individual provisions be reconciled by the parties to carry out and perform the overall general intents and purposes expressed in this Agreement. A default by either party hereto to any of the four (4) separate, referenced agreements shall likewise constitute that party's default in the remaining terms and conditions of any unperformed portions of any or all the four separate, referenced agreements as well as this Agreement.

4. The parties hereto further agree that this Agreement and its four (4) attached Exhibits constitute the entire agreement and understanding of the parties and may not be amended or modified in any respect unless by the written agreement and consent of all parties.

5. This Agreement and its Exhibits are to be performed in Tarrant County, Texas, where exclusive jurisdiction is conferred for all purposes.

6. In the event of any dispute herein, Texas law shall govern the conduct and transactions of the parties for all purposes.

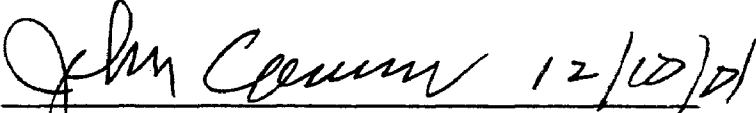
7. This Agreement and its Exhibits shall be binding on the parties, their respective heirs, successors, assigns and personal representatives until fully performed.

8. Any party which may seek redress or Court protection to enforce any aspect of this Agreement or its Exhibits shall be entitled to recover from any defaulting party or responsible party its costs and expenses (including reasonable attorney's fees) to enforce the terms of this Agreement and its Exhibits.

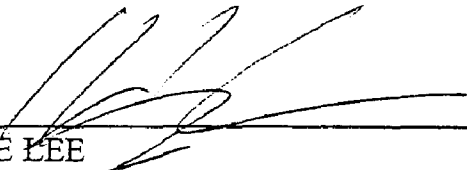
Signed and Executed Effective the 10<sup>th</sup> day of December, 2001.

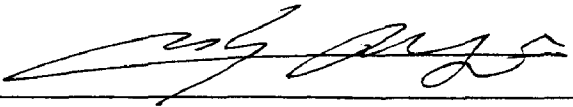
**Copy**

J. CANNON, INC., a Texas corporation

  
By: JOHN CANNON, President

KYE LEE and INKOO PARK, doing business  
as VazoCure® <sup>DVC</sup> ~~Company~~, and individually

By:   
KYE LEE

By:   
INKOO PARK

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared JOHN CANNON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and who acknowledged to me that the same was the act of the said J. CANNON, INC., a Texas corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of December, 2001.



*Ginger Lerae Harris*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: GINGER LERAE HARRIS  
My Comm Expires: July 17, 2005

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me this 10<sup>th</sup> day of December, 2001, by KYE LEE.

**Copy**



*Ginger Lerae Harris*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: GINGER LERAE HARRIS  
My Comm Expires: July 17, 2005

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

This instrument was acknowledged before me this 10<sup>th</sup> day of December, 2001, by INKOO PARK.



*Ginger Lerae Harris*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name: GINGER LERAE HARRIS  
My Comm Expires: July 17, 2005

EXHIBIT ONE (1)

VazoCure® Inventory and Component Purchase Agreement

I.

- 127 East Fayette St  
Syracuse NY 13202
- a) J. Cannon, Inc., (JCI) a Texas corporation, Seller, hereby sells to Mr. Kye Lee and Mr. Inkoo Park, DBA as VazoCure® company, (LPV) the Buyer, VazoCure®'s ~~INC.~~ finished goods inventory and product components. The purchase transaction will be executed the 10<sup>th</sup> day of December, 2001.
  - b). VazoCure® finished good inventory will be sold to LPV at JCI's manufacturing cost. See attachment "A" for list of products, sized and finished goods cost that represent the total sale.
  - c). The value of VazoCure® finished goods at cost is \$59,339.55 to be paid at time of closing December 10, 2001.

II

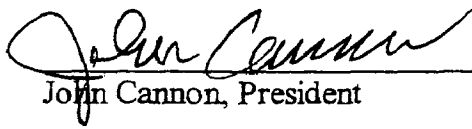
- a). VazoCure® product components: (bottles, caps, cartons and shippers) to be used in future production will be purchased by LPV at actual cost over a six month period, in three equal payments.
- b). The value of VazoCure® components is \$11,301.24. First payment, at closing December 10, 2001, shall be the sum of \$3,767.08; second payment due in the amount of \$3,767.08 March 10, 2002; final payment in the amount of \$3,767.08 June 10, 2002. A \$300.00 penalty will be imposed if a payment has not been received by JCI the 15<sup>th</sup> day of the payment month. At closing a promissory note shall be executed by Buyer to Seller for the deferred payment.
- c). So long as part of the purchase price remains unpaid, Buyer may not remove its property from JCI's warehouse and control.

III


- a). JCI guarantees all VazoCure® finished goods to be in sellable mercantile condition and represents only products shipped direct from the factory, not returned or re-worked products.
- b). JCI guarantees the quantities of finished goods listed on attachment "A". In the course of business it is discovered that an item is less than stated JCI will produce the deficit amount at JCI's expense.
- c). LPV may examine VazoCure® finished goods stored in JCI's warehouse located at 2608 W. Eules Blvd, Eules, Texas 76010 prior to closing contract or anytime thereafter.
- d). JCI guarantees all VazoCure® components inventory to be in good usable condition; represents components exclusive to the VazoCure® line of products.
- e). JCI guarantees the quantity of components listed in attachment "A". In the course of future business if it is discovered that an item or items is less than stated, JCI will acquire the deficit amount at JCI's expense.
- f). LPV may examine and count VazoCure® component inventory at JCI's warehouse located at 2608 W. Eules Blvd., Eules, Texas 76010 prior to closing contract or anytime thereafter.

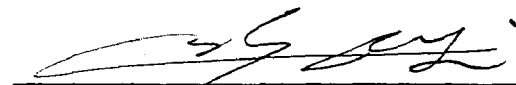
IV Both parties J. Cannon, Inc. and Mr. Key Lee and Mr. Inkoo Park agree to execute this contract as written and understand its intent.

J. Cannon, Inc., a Texas corporation

 12/10/01  
John Cannon, President

Mr Kye Lee  
Mr. Inkoo Park **INC,**  
DBA VazoCure® ~~Company~~

  
Mr. Kye Lee

  
Mr. Inkoo Park

Copy

## EXHIBIT TWO (2)

### VazoCure® Warehouse and Shipping Agreement

#### I.

- a) J. Cannon, Inc. (JCI) a Texas corporation agrees to perform Vazocure® product warehouse and shipping services for Mr. Kye Lee and Mr. Inkoo Park DBA Vazocure® Company (LPV)
- b) The agreement will commence January 1, 2002. LPV will be charged \$400.00 per month warehousing and pay JCI the first day of each month. If payment is not paid by the fifth of each month a \$50.00 late charge will be imposed.
- c) The warehouse agreement will be reviewed every six months. If the Vazocure® inventory requires more storage space than the initial space allocation, the monthly storage fee will be increased.
- d) JCI carries insurance on the warehoused Vazocure® merchandise that covers the cost to replace the products in the event they are damaged and unsaleable due to fire, flood, theft.

#### II.

- a) JCI agrees to ship Vazocure® orders to LPV customers as directed by LPV. LPV will forward via fax, e-mail, or general mail to JCI's office, a copy of customers purchase orders for processing.
- b) JCI will process orders to be shipped from JCI warehouse located 2809 W. Euless Blvd, Euless, TX 78040 within four working days upon receiving the purchase order.
- c) JCI's warehouse staff will accurately select the proper product, size, number of cases and organize them on a pallet for safe shipping. Each pallet will be shrink-wrapped. Proper shipping documents will be secured to the pallets.
- d) LPV's Vazocure® orders will be shipped collect to LPV's Vazocure® customers, unless notified to ship a different method.
- e) If LPV's Vazocure® orders are to be shipped pre-paid, LPV will be responsible for charges. Shipping charges to be sent directly to LPV for payment. LPV will be responsible for setting up accounts with trucking companies.
- f) JCI will charge LPV \$10.00 for processing one pallet order. If the order requires more than one pallet, there will be an additional charge of \$6.00 per pallet.

#### III.

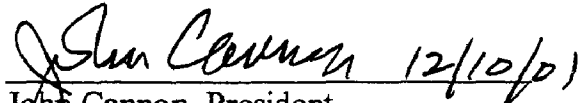
- a) LPV will be responsible for the cost of shipping Vazocure® finished goods from the Carrollton Texas factory to JCI's warehouse. The normal charge from local transfer companies is \$20 to \$25 depending on the number of pallets delivered.
- b) JCI currently uses Cowtown local shipping services to ship finished goods from the factory to warehouse and to ship components from warehouse to factory.
- c) JCI when possible can arrange Vazocure® finished goods to be shipped with JCI products from the factory on the same truck. This would be less expensive and LPV would pay a prorated cost based on the Vazocure® pallets. JCI will forward shipping invoice to LPV and indicate the portion of charges LPV is responsible for paying.



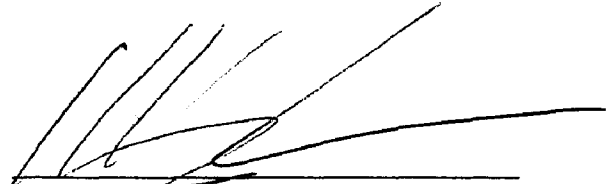
VI

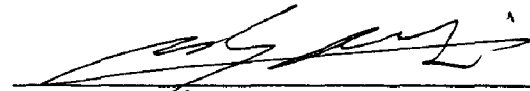
a). JCI and LPV understand the contents of principle of this agreement and agree to abide by it.

J. Cannon, Inc., a Texas corporation

  
John Cannon, President

Mr. Kye Lee  
Mr. Inkoo Park  
DBA VazoCure® Company

  
Mr. Kye Lee

  
Mr. Inkoo Park

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EXHIBIT FOUR (4)

VazoCure® Trademark and Product Formulations  
Purchase Agreement

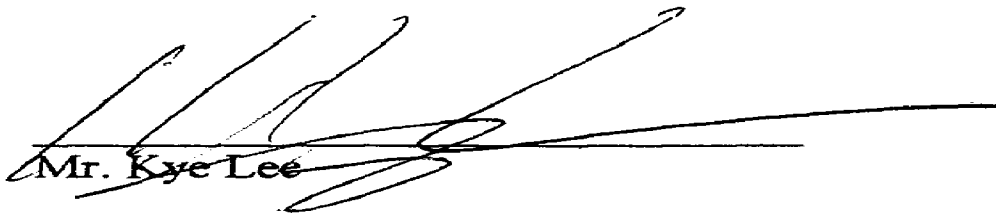
- I.
- a) J. Cannon, Inc. (JCI) a Texas corporation issues the right to Mr. Kye Lee and Mr. Inkoo Park, DBA Vazocure® Company (LPV) to use the Vazocure® trademark in conjunction with marketing Vazocure products.
  - b) LPV is granted the right to use the Vazocure® trademark in conjunction with marketing and selling existing Vazocure® products. JCI has final approval on the use of the Vazocure® trademark on all future products until the time LPV purchases the Vazocure® trademark from JCI.
  - c) JCI owns the Vazocure® trademark and will maintain ownership status at JCI expense, and comply with federal patents, and trademark association regulations.
  - d) Upon written notice to LPV, JCI shall have the absolute right to terminate the right of LPV to use the VazoCure® trademark if royalties are not paid as provided herein.
- II.
- a) JCI, owner of Vazocure® product manufacturing formulations agrees to sell the original formulations to LPV prior to January 1, 2005 for \$10,000 cash.
  - b) Upon LPV purchasing Vazocure® original product manufacturing formulations and transfers production, LPV agrees to pay JCI 6% of wholesale sales quarterly for three year. At the end of the three year royalty, JCI will transfer ownership of the VazoCure® trademark to LPV for the sum of \$5.00.
  - c) The VazoCure® trademark shall not be sold\* so long as the obligation exists for LPV to pay JCI a royalty under the related VazoCure® Manufacturing and Royalty Agreement, or the parties can agree upon a lump sum payment in lieu of royalty.
  - d) LPV will be charged an annual fee of \$1,000. for every year subsequent to December 31, 2004, beginning January 1, 2005 to JCI for maintenance and upkeep of the Vazocure® trademark.

II. JCI and LPV agree to the content and principle of this agreement

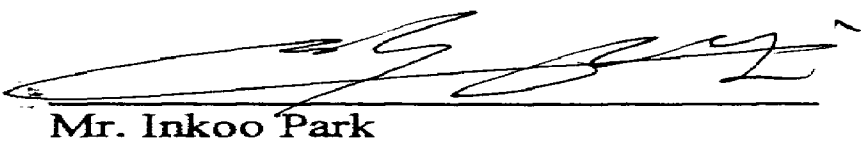
J. Cannon, Inc., a Texas corporation

 12/10/01  
John A. Cannon, President

Mr. Kye Lee  
Mr. Inkoo Park  
DBA VazoCure® Company



Mr. Kye Lee



Mr. Inkoo Park

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