

06-23-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027

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



103263374

R SHEET

TRADEMARKS ONLY

2:24

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-21-06

1. Name of conveying party(ies):

PharmaLogic Holdings Corp.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 20, 2006

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: P.E.T. Net/PharmaLogic, LLC.

Internal

Address: c/o JBH Systems, Inc.

Street Address: One South Ocean Blvd., Suite 206

City: Boca Raton

State: Florida

Country: USA Zip: 33432

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Limited Liability Company - U.S.

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,825,794; 2,666,078; 2,718,736

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PHARMALOGIC - Class 5

PHARMA-LOGIC - Classes 1, 5, 35 and 40

PHARMA-LOGIC THE LOGICAL CHOICE and design - Classes 1, 5, 35 and 40

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

Name: R. Kent Roberts

Internal Address: Hodgson Russ LLP

Street Address: One M&T Plaza, Suite 2000

City: Buffalo

State: New York Zip: 14203-2391

Phone Number: (716) 848-1510

Fax Number: (716) 819-4635

Email Address: kroberts@hodgsonruss.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-2442

Authorized User Name R. Kent Roberts

9. Signature:

R. Kent Roberts

June 16, 2006

Date

BYRNE 00000002 082442 2825794 Signature

40.00 DA
50.00 DA

R. Kent Roberts
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/22/2006
01 FC:8521
02 FC:8522

Recordation Form Cover Sheet
TRADEMARKS ONLY

Continuation of Box 2:

2. Name and address of receiving party(ies)

Name: Societe PharmaLogic P.E.T. Services de Montreal
a/k/a PharmaLogic P.E.T. Services of Montreal Company

Street Address: 1855 32nd Avenue

City: Lachine

Province: Quebec

Country: Canada

Zip: H8T 3J1

Other: Unlimited Liability Company

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this “**Agreement**”) is made as of the date of the later signature below (the “**Effective Date**”), by and between PharmaLogic Holdings Corp., a Delaware corporation (“**Licensor**”), and P.E.T. Net/PharmaLogic, LLC, a Tennessee limited liability company (“**P.E.T. Net**”), and Société PharmaLogic P.E.T. Services de Montréal a/k/a PharmaLogic P.E.T. Services of Montreal Company, a Nova Scotia unlimited liability company (“**Société**”) (together referred to in this Agreement as the “**Licensees**” and each, individually, as a “**Licensee**”).

RECITALS

WHEREAS, as part of a larger transaction, Licensor acquired ownership of the trademarks identified on Schedule A attached to this Agreement (collectively, the “**Licensed Marks**”) and Licensor agreed to provide to each Licensee a license to use the Licensed Marks;

WHEREAS, Licensor owns the Licensed Marks;

WHEREAS, each Licensee desires to license the Licensed Marks from Licensor for the uses described in this Agreement, and Licensor desires to license the Licensed Marks;

NOW, THEREFORE, in consideration of the promises and property exchanged in the larger transaction, and the mutual representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Grant of License

Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensees the perpetual, nonexclusive, fully paid, and royalty-free rights to use the Licensed Marks as follows:

1.1 P.E.T. Net shall have the right to use the Licensed Marks solely in connection with the business it conducts as of the Effective Date relating to (a) activities identified in the registrations listed on Schedule A; (b) cyclotron services related to creation of radioactive compounds; and (c) medical imaging.

1.2 Société shall have the right to use the Licensed Marks solely in connection with the business it conducts as of the Effective Date relating to (a) activities identified in the registrations listed on Schedule A; (b) manufacturing, compounding, and synthesizing of radiopharmaceuticals; (c) cyclotron services related to creation of radioactive compounds; (d) medical imaging; and (e) radiopharmacy services. Upon written approval of Licensor, which approval shall not be unreasonably withheld, Société shall have the right to sublicense the rights granted to it under this Section 1.2, provided that the sublicensee is in good standing and the sublicense shall solely be for use of the Licensed Marks in connection with non-technetium

based businesses in Canada. Any permitted sublicensee under this Section shall agree to be bound by the terms of this Agreement.

1.3 Each Licensee acknowledges that its rights to use the Licensed Marks are strictly limited to the uses described in this Section 1. Nothing contained herein shall preclude Licensor (or any affiliate of Licensor) from using the Licensed Marks anywhere in the world and for any and all purposes and in connection with any and all products and services.

1.4 Each use of a Licensed Mark by a Licensee, Licensor, a permitted sublicensee of a Licensee, or a sublicensee of the Licensor shall, when appropriate, be followed by the TM indicator, or the ® symbol if the Licensed Mark is registered.

2. Term

The term of each License shall commence upon the Effective Date of this Agreement and shall continue in full force and effect, and each License granted under this Agreement with respect to the Licensed Marks will remain in effect, in perpetuity.

3. Quality Control

Each Licensee acknowledges the prestige, high reputation, and goodwill associated with the Licensed Marks. Each Licensee further acknowledges that, in order to preserve the prestige, reputation, and goodwill associated with the Licensed Marks, it is critical that, at all times, the usages by each Licensee, and the products and services in connection with which such usages are conducted, shall meet the same standards of quality as heretofore in effect with respect to such products, services, and usages. Each Licensee shall comply at all times with the provisions of this Section 3.

4. Use of Licensed Marks Inures to Licensor

Licensees agree that this Agreement does not give any Licensee any right, title, or interest in the Licensed Marks, that the Licensed Marks are the sole property of Licensor, and that the goodwill arising from any use of the Licensed Marks by the Licensees shall inure solely to the benefit of Licensor. None of the Licensees is obligated to make use of any of the Licensed Marks.

5. Registration and Use Restrictions

Each Licensee agrees that it will not register or seek to register as a trademark, service mark, or trade name, either in the United States Patent and Trademark Office or any state or foreign country, the Licensed Marks or a trademark, trade name, or service mark that is confusingly similar to the Licensed Marks. Absent written consent of Licensor, Licensee further agrees that it will not use a trademark, trade name, or service mark that is confusingly similar to the Licensed Marks. Licensor shall have the right, but, not the obligation, to seek and maintain registration of the Licensed Marks. Each Licensee shall provide Licensor with any assistance and cooperation that Licensor may deem reasonably necessary to obtain or maintain such registration, but the reasonable costs of doing so shall be borne by Licensor.

6. Trademark Validity

Each Licensee agrees not to raise or cause to be raised any question or objection to the validity and enforceability of the Licensed Marks or Licensor's right to the Licensed Marks on any grounds whatsoever in any court of law or before any agency, including, but not limited to, the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

7. Representations and Warranties of Each Licensee

Each Licensee represents and warrants that it has the full legal right, power, and authority to enter into this Agreement and to be bound by its terms.

8. Representations and Warranties of Licensor

Licensor represents and warrants that it has the full legal right, power, and authority to enter into this Agreement, to license the Licensed Marks to Licensees, and to be bound by the terms of this Agreement. Licensor represents that, as of the Effective Date, it owns the Licensed Marks, but only to the extent such ownership was conveyed by PharmaLogic Ltd. pursuant to that certain Stock Purchase Agreement, entered into as of even date hereof, by and among the Stockholders of PharmaLogic Ltd., the Stockholders of Janus Holding, Inc., PharmaLogic Holdings Corp., and PharmaLogic Ltd.

9. Indemnification and Limitation of Liability

9.1 Licensor hereby agrees to indemnify, defend, and hold each Licensee harmless from and against any and all claims, damages, liabilities, costs, and expenses (including all reasonable attorney's fees) arising out of any third-party claim relating to the breach or alleged breach of any representation or warranty made by Licensor under this Agreement.

9.2 Each Licensee hereby agrees to indemnify, defend, and hold Licensor harmless from and against any and all claims, damages, liabilities, costs, and expenses (including all reasonable attorney's fees) arising out of any third-party claim relating to the breach or alleged breach of any representation or warranty made by such Licensee under this Agreement.

9.3 EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS ESTABLISHED BY THIS SECTION 9, NO PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY ANY OTHER PARTY, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

10. Infringement by Third Parties

10.1 In the event that an infringement of the Licensed Mark(s) by a third party becomes known to a Licensee, that Licensee shall promptly notify Licensor in writing.

10.2 Licensor shall have the first opportunity to sue for any infringement of the Licensed Mark(s).

10.3 Licensor shall promptly decide whether Licensor will sue for an infringement of the Licensed Mark(s), and shall promptly notify Licensees of Licensor's decision.

10.4 If Licensor decides not to sue for infringement of the Licensed Mark(s), Licensor shall promptly notify Licensees, in writing, that Licensor does not desire to sue for the particular infringement. Each Licensee shall promptly decide whether it desires to sue for the infringement and shall promptly notify Licensor of Licensee's decision. Each Licensee acknowledges that if Licensor decides not to sue for infringement of the Licensed Mark(s), then

(a) P.E.T. Net will have the right to sue for infringement of the Licensed Mark(s), provided that P.E.T. Net promptly notified Licensor of its desire to sue for the infringement.

(b) if P.E.T. Net does not promptly notify Licensor of its desire to sue for infringement, then Soci t  will have the right to sue for infringement of the Licensed Mark(s), provided that Soci t  promptly notified Licensor of its desire to sue for the infringement.

10.5 If a Licensee is given the right to sue for infringement of the Licensed Mark(s), then that Licensee will sue for the particular infringement and will retain any and all damages.

10.6 The party bringing the suit shall be responsible for all of the costs and expenses of the suit.

10.7 Each party will, at the suing party's expense, cooperate with the suing party in the prosecution of any such action and, if it is necessary for the applicable court to exercise jurisdiction over the action, each party agrees to be joined as a party to the suit.

10.8 The party bringing suit will receive and retain any monetary award arising from having brought the suit.

11. Notice

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (i) if by hand delivery, then upon receipt thereof; (ii) if mailed, then five (5) days after deposit in the U.S. mail, postage prepaid, certified mail return receipt requested; or (iii) if sent via overnight courier, then upon receipt. Unless the sending party is notified in writing of a change of address, in which case notice shall be sent to the new address, notices shall be addressed as follows:

LICENSOR:

PharmaLogic Holdings Corp.
c/o MCG Capital Corporation
1100 Wilson Boulevard
Suite 3000
Arlington, VA 22209
Attention: Samuel G. Rubenstein, Esq.
Phone: (703) 247-7540
Fax: (703) 247-7545

LICENSEE:

P.E.T. Net/PharmaLogic, LLC
c/o JBH Systems, Inc.
One South Ocean Blvd.
Suite 206
Boca Raton, Florida 33432
Attention: Howard Chatoff
Phone: (561) 416-0085
Fax: (561) 416-0083

LICENSEE:

Société PharmaLogic P.E.T. Services
de Montréal a/k/a PharmaLogic P.E.T.
Services of Montreal Company
1855 32nd Avenue
Lachine, Quebec H8T 3J1
Canada
Attention: Howard Chatoff
Phone: (514) 636-5955
Fax: (514) 636-8003

12. Miscellaneous

12.1 Each Licensee agrees that it may not assign, transfer, or otherwise convey its rights, duties, or obligations under this Agreement, whether by operation of law or otherwise, to any person or entity without the prior written consent of Licensor. For avoidance of doubt, any Change of Control (as that term is defined in this Section 12.1) shall be deemed to be an assignment prohibited under this Section. **“Change of Control”** shall mean: (i) a merger, equity exchange, or consolidation in which any person(s) or entity(ies) possessing more than 50% of the total combined voting power of the outstanding equity interests in the applicable Licensee is transferred to any person(s) or entity(ies) other than the person(s) or entity(ies) that held such outstanding equity interests as of the Effective Date, (ii) the acquisition, sale or transfer of more than 50% of the outstanding equity interests in the applicable Licensee to any person(s) or entity(ies) other than the person(s) or entity(ies) that held such outstanding equity interests as of the Effective Date, or (iii) the sale or transfer, in one transaction or a series of transactions, of all or substantially all of the assets of the applicable Licensee. Any assignment or attempted assignment in contravention of this Section shall result in the termination of the rights granted to such Licensee under this Agreement.

12.2 Each Licensee is authorized to file this Agreement on the public records, including but not limited to those managed by the U.S. Patent and Trademark Office.

12.3 All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to Virginia’s rules governing conflicts or choice of laws.

12.5 This Agreement shall not constitute, create or in any way be interpreted as creating a joint venture, partnership or formal business organization of any kind. No party shall have the authority to bind or create any obligations for any other party, nor shall any party represent that it is the agent or authorized representative of any other party.

12.6 The failure of a party to enforce any right under this Agreement or to take action against any other party for breach of the Agreement shall not be deemed a waiver of any right relating to a subsequent breach of that provision or any of its provisions. Any waiver must be specific, in writing, and executed by the waiving party, and shall not be continuing unless it so states explicitly.

12.7 Section headings are for convenience only and shall not be used in any manner to construe this Agreement.

12.8 This Agreement represents the complete and exclusive statement of the agreements concerning the subject matter hereof between the parties and supersedes all prior agreements and representations between the parties regarding such subject matter. Any amendment of this Agreement must be in a writing that is signed by each party.

12.9 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall continue in full force and effect.

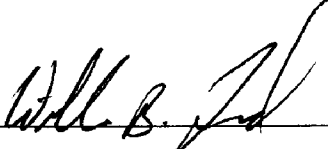
12.10 This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement, which shall each be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Accepted By:

PharmaLogic Holdings Corp. (Licensor)

By: 

Print name: William Ford

Title: Vice President

Date: _____

Accepted by:

P.E.T. Net/PharmaLogic, LLC (Licensee)

By: _____

Print name: _____

Title: _____

Date: _____

Accepted by:

Soci t  PharmaLogic P.E.T. Services de Montr al a/k/a PharmaLogic P.E.T. Services of Montreal Company (Licensee)

By: _____

Print name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Accepted By:

PharmaLogic Holdings Corp. (Licensor)

By: _____

Print name: William Ford

Title: Vice President

Date: _____

Accepted by:

P.E.T. Net/PharmaLogic, LLC (Licensee)

By: 

Print name: Howard Chabot

Title: Operational Director

Date: 1-20-06

Accepted by:

Société PharmaLogic P.E.T. Services de Montréal a/k/a PharmaLogic P.E.T. Services of Montreal Company (Licensee)

By: 

Print name: Howard Chabot

Title: Pres.

Date: 1-20-06

SCHEDULE A

LICENSED MARKS

Mark	Reg. No.	Reg. Date	Class(es)
PHARMALOGIC	2,825,794	March 23, 2004	5
PHARMA-LOGIC	2,666,078	December 24, 2002	1, 5, 35 and 40
PHARMA-LOGIC THE LOGICAL CHOICE and design	2,718,736	May 27, 2003	1, 5, 35 and 40