

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Robert Ochsendorf		07/30/2000	INDIVIDUAL: UNITED STATES
Mr. D. Dane Donohue		07/30/2000	INDIVIDUAL: UNITED STATES
Robert Ochsendorf and D. Dane Donahue		07/30/2000	JOINT VENTURE: OHIO
RECEIVING PARTY DATA			
Name:	E Med Future, Inc		
Street Address:	794 Morrison Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43230		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2620168	NEEDLEZAP	
CORRESPONDENCE DATA			
Fax Number:	(216)621-6536		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-736-7218		
Email:	drp@kjk.com		
Correspondent Name:	David R. Posteraro		
Address Line 1:	1375 East Ninth Street		
Address Line 2:	20th Floor		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	03036.005		
NAME OF SUBMITTER:	David R. Posteraro		

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Signature:

/David R. Posteraro/

Date:

09/26/2006

Total Attachments: 4

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is effective as of the Effective Date (as hereinafter defined) by and among Robert Ochsendorf, an individual residing in the State of Ohio ("**Ochsendorf**"), D. Dane Donohue, an individual residing in the State of Ohio ("**Donohue**"), the joint venture of Ochsendorf and Donahue, (the "**Joint Venture**") (collectively Ochsendorf, Donohue and the Joint Venture are referred to as the "**Licensor**") and E Med Future, Inc., a Nevada corporation (the "**Company**").

RECITALS

WHEREAS, Licensors are the owners of the trademark and federal trademark registration number 2,620,168 for the mark NEEDLEZAP® (the "Mark" as hereinafter more particularly defined); and

WHEREAS, Licensor has granted Company an exclusive right to use the Mark since the Effective Date; and

WHEREAS, Licensor and Company desire to memorialize such grant and the terms and conditions on which it has been made, and Company has agreed to accept such grant under such terms and conditions, all of which are contained herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The following terms shall have the following meaning when used in this Agreement, unless expressly noted otherwise:

(a) "Effective Date" shall mean the date of first use of the Mark.

(b) "Mark" shall mean the trademark NEEDLEZAP®, including without limitation, all common law rights, all rights of the Licensor to the United States Federal Trademark Registration for said Mark, Registration Number 2620168, and any and all goodwill associated therewith.

(c) "Territory" shall mean the geographical areas in which the Company operates, has operated, and any natural extension thereof.

(d) "Term" shall be perpetual.

2. **License Grant.**

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Company, and Company hereby accepts, a fully-paid, exclusive, perpetual, royalty-free, assignable, with the right to sublicense (as provided herein), license during the Term to use the

Mark in connection with the services, advertising, promotion, marketing and merchandising of the products manufactured and sold under the Mark by the Company and/or the businesses operated by Company, or in connection with similar products and related services which may be offered by Company in the future.

(b) Licensor agrees that it shall not use the Mark for any purpose in violation of the rights granted to the Company hereunder, provided, however, that by mutual agreement of all of the parties hereto, Licensor may license to any subsidiary or affiliate of Company under the same terms and conditions contained herein.

3. Quality Control. It is acknowledged that the Mark indicates to the public that the goods and services provided under the Mark are of commercially consistent quality and standards and that Licensor's and Company's use of the Mark have been in connection with high quality products and services. Company hereby warrants and agrees that all products and services provided by Company under the Mark have been, and shall continue to be, maintained at a level of quality at least as high, and, as to any newly offered products and/or services, in a manner consistent with the standards of Licensor for existing products and services bearing the Mark.

4. Sub-License, Binding Effect.

(a) Company may sublicense any or all of its rights and obligations hereunder to a subsidiary of Company, provided that such affiliate or subsidiary agrees to be bound by the terms of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, affiliates, successors and assigns.

5. Third Party Use of Mark. In the ordinary course of business, Company may become aware of the use and/or registration by third parties of a trademarks, service marks or trade names which are identical or confusingly similar to the Mark (a "Third Party Use"). Company agrees to notify Licensor promptly upon learning of any such Third Party Use. Company agrees to cooperate with and assist Licensor, at Company's expense, in any reasonable manner to enforce and protect Licensor's rights in the Mark. Company, in its sole discretion and at its own expense, may decide to pursue any cause of action relating to such Third Party Use and shall receive any award of damages or other relief based on such action.

6. Indemnification.

(a) Company hereby agrees to defend, indemnify and hold harmless Licensor and their respective officers, directors, employees and agents from and against any and all losses, liabilities, claims, demands, costs, obligations and expenses incurred, claimed or sustained by any third party arising out of Company's improper use of the Mark, including a claim of infringement of a third party's intellectual property rights as a result of such improper use.

(b) The indemnitee shall promptly notify the indemnifying party of any such claim, demand, suit or proceeding and, upon written request by the indemnitee, the indemnifying party

shall promptly defend and continue the defense of such claim, demand, suit or proceeding at the indemnifying party's expense. If the indemnifying party fails to undertake or continue such defense, the indemnitee shall have the right (but not the obligation) to make and continue such defense as it considers appropriate, and the expenses and costs thereof (including but not limited to reasonably attorneys' fees, out-of-pocket costs and the costs of an appeal and bond thereof, together with the amounts of any judgment rendered against the indemnitee) shall be paid by the indemnifying party upon demand. Nothing herein shall prevent the indemnitee, at its discretion, from defending any such claim, demand, suit or proceeding at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by the indemnifying party.

7. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested, to:

Robert Ochsendorf
794 Morrison Road
Columbus, Ohio 43230

D. Dane Donohue
794 Morrison Road
Columbus, Ohio 43230

E Med Future, Inc.
794 Morrison Road
Columbus, Ohio 43230

or such other address as a party may previously have indicated.

8. Enforceability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9. Governing Law. This Agreement shall be governed by the internal laws of the State of Nevada, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

10. Amendments. Company and Licensor may amend, modify and supplement this Agreement in such manner as may be agreed upon in writing between any and all Company and Licensor.

11. Waiver. Any waiver of a party's rights under this Agreement shall not be effective unless set forth in a written instrument duly executed by such party.

12. **Counterparts.** This Agreement may be executed in counterparts (including via facsimile), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect.

14. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Company, its successors and assigns and the Licensor and their successors and assigns. This Agreement supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Agreement. This Agreement constitutes the complete understanding among the parties, and no alteration or modification of any this Agreement's provisions will be valid unless made in a written instrument which all the parties sign.

15. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized representatives, executed this agreement below.

Robert Ochsendorf
(Individually and on behalf of the joint venture)



D. Dane Donohue
(Individually and on behalf of the joint venture)



E Med Future, Inc.,
a Nevada Corporation

By: 
Donald Sullivan, CEO