

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
The Johns Hopkins University		10/23/2006	non-profit corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
Name:	Pelican Group Holdings, Inc.		
Doing Business As:	DBA Pelican Life Sciences		
Street Address:	13629 Reese Boulevard E., Suite 120		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2361982	PELICAN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	V. Craig Belair		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	024720.0100		
NAME OF SUBMITTER:	V. Craig Belair		
Signature:	/V. Craig Belair/		

OP \$40.00 2361982

Date:

10/24/2006

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT AND LICENSE**

This Trademark Assignment and License ("Agreement") is entered into on 10-23-06 ("Effective Date") by and between The Johns Hopkins University, a Maryland non-profit corporation with an address of 113 Garland Hall, 3400 North Charles Street, Baltimore, MD 21218 ("JHU"), Pelican Group Holdings, Inc. d/b/a Pelican Life Sciences, a Delaware corporation with an address of 13629 Reese Blvd. E., Suite 120, Huntersville, NC 28078 ("PLS"), and Dr. G. Steven Bova, an individual residing at 1000 Fell St. #510 Baltimore, MD 21231 ("Bova"), who is the Principal Investigator in and who operates the PELICAN lab at JHU. For good and valuable consideration, the parties agree as follows.

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which JHU acknowledges, JHU sells, assigns, transfers and sets over to PLS, all right and title in and to the name and trademark PELICAN, subject of U.S. Trademark Registration No. 2361982 ("Mark"), along with the goodwill associated with the Mark, in the United States and in all foreign countries, and the right to claim and recover for any infringements of the Mark.

**2. PLS:**

a. Grants Bova a non-exclusive right to use the Mark in the United States and on the Internet to identify the goods and services offered by the PELICAN lab and shown in the U.S. registration for the Mark ("Services").

b. May, on request, inspect, review and approve Bova's use of the Mark and the quality of goods and/or services offered thereunder.

c. Will notify Bova of any plans to abandon the Mark. If PLS abandons the Mark, the Mark will revert to Bova without cost.

d. Any transfer of the Mark by PLS will not constitute abandonment of the Mark, and will be subject to this Agreement, this Agreement being binding upon any PLS successor or assign.

e. Will assume all cost and expense of maintaining the Mark. This obligation will terminate in the event that the Mark reverts to Bova under paragraph 2(c) of this agreement.

**3. JHU:**

a. Represents and warrants that it has full right to convey the entire interest in the Mark assigned under this Assignment, that the Mark does not infringe on or violate the rights of any third party, and that it has not executed and shall not execute any agreement inconsistent with this Agreement.

b. Has no rights to use the Mark except in association with the Services of Bova as set forth in this Agreement.

**4. Bova:**

a. May use the Mark to identify the Services.

b. Will maintain high standards of quality Services identified by the Mark, consistent with the high standards it currently maintains.

c. May sublicense the Mark to an educational or governmental institution for the sole purpose of identifying the Services.

d. Provide PLS, on PLS's request, descriptions of Bova's Mark use or copies of Mark-

bearing materials.

e. Will comply with all laws applicable to the Services and not knowingly do anything that would impair or damage the Mark or the goodwill in the Mark.

f. Will cooperate in processing, at PLS's request and expense, all papers necessary to protect the Mark.

g. Acknowledge that, on execution of this Agreement, PLS owns the Mark and that Bova's use inures to PLS's benefit. Bova acknowledges that it gets no ownership in the Mark by using the Mark under this Agreement. Bova recognizes that Bova's unauthorized use of the Mark would cause PLS irreparable injury and that PLS may seek injunctive relief and other legal remedies if Bova uses the Mark except as allowed under this Agreement.

h. Will notify PLS of any action or dispute involving the Mark ("Action") and, on PLS's request, will cooperate with PLS to resolve that Action. PLS, in its discretion, will control the institution, prosecution or defense of all Actions, bear all related expenses and retain all awards.

i. May, upon ceasing his association with the PELICAN lab, assign this license to the individual(s) who subsequently perform the Services as part of the PELICAN lab, unless such assignees refuse to be bound by the terms of this Agreement.

**5. Consideration.** As the consideration exchanged under this Agreement and other agreements between the parties is sufficient, PLS will pay JHU \$10,000 on execution of this Agreement. JHU agrees that all such funds will be applied to the PELICAN lab at Bova's discretion.

**6. Indemnification.** Each party will defend, indemnify, and hold harmless the other party, and its respective officers, directors, employees, agents, heirs, successors in interest, and affiliated entities ("Indemnified Parties") from and against any and all liabilities, losses, damages, claims, and expenses, including reasonable legal fees, that may be incurred or suffered by one or more Indemnified Parties arising out of or related to a material breach of this Agreement or any untrue representations and warranties made in this Agreement. This Section survives Agreement termination.

**7. Termination.** This Agreement may be terminated on written notice if a) a party fails to fully cure a breach of this Agreement within 30 days of receiving notice of that breach from the non-breaching party; b) an arbitrator, court, or government entity finds that Agreement performance violates the law, or otherwise directs that either party stop Agreement performance; c) a party reasonably determines that continued Agreement performance would violate the law; or d) Bova misuses or infringes the Mark or take actions that threaten to irreparably harm PLS. The parties acknowledge that termination of this Agreement will not reverse the assignment of the Mark effected under this Agreement.

**8. Post-Termination.** On termination, Bova's license to use the Mark immediately ends. Bova must immediately stop using the Mark. This Section survives Agreement termination.


**9. Miscellaneous.** This Agreement may be modified only in writing signed by both parties. This Agreement will be interpreted and enforced under North Carolina law without regard to its conflict of law principles. This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, communications, and understandings, written or oral, between the parties with respect to its subject matter. If any provision of the Agreement is found to be unenforceable, the remaining provisions of the Agreement will continue in full force and effect as if the unenforceable portion did not exist. Any disagreement under this Agreement shall be subject to binding arbitration under the then-existing rules of the American Arbitration Association.

The parties, intending to be legally bound, sign this Agreement below.

**JOHNS HOPKINS UNIVERSITY**

**PELICAN GROUP HOLDINGS dba PELICAN LIFE SCIENCES**

By: 

By: 

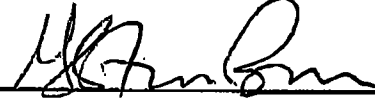
Title: VICE DEAN FOR RESEARCH

Title: CEO

Date: 10-23-06

Date: 9-7-06

**DR. G. STEVEN BOVA**

By: 

Date: 10-23-06