

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Cooperation Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Speidel, Inc.		01/22/2007	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Speidel, LLC, fka, FNL, LLC		
<b>Street Address:</b>	25 Fairmount Ave		
<b>City:</b>	East Providence		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02914		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0679989	MEDILOG	
Registration Number:	2128491	MY FIRST ID	
Registration Number:	2128492	MY FIRST ID BY SPEIDEL	
Registration Number:	2048302	SPEIDEL ID'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(401)277-9600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tmdocket@haslaw.com, kfeisthamel@haslaw.com		
<b>Correspondent Name:</b>	Karen L. Feisthamel		
<b>Address Line 1:</b>	50 Kennedy Plaza, Suite 1500		
<b>Address Line 2:</b>	Hinckley, Allen & Snyder, LLP		
<b>Address Line 4:</b>	Providence, RHODE ISLAND 02903		
<b>ATTORNEY DOCKET NUMBER:</b>	32068/128628		
<b>NAME OF SUBMITTER:</b>	Karen L. Feisthamel		

OP \$115.00 0679989

Signature:

/Karen L. Feisthamel/

Date:

03/09/2007

**Total Attachments: 11**

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## COOPERATION AGREEMENT

This Cooperation Agreement (“Agreement”) is made as of the 22<sup>nd</sup> day of January, 2007 (the “Effective Date”), by and between **SPEIDEL INC.**, a New Jersey corporation, or its nominee (“Seller”) and **FNL, LLC**, a Rhode Island limited liability company, (“FNL”), on the other. Capitalized terms not defined below shall take their meaning from a certain Asset Purchase Agreement, dated as of the date hereof, by and among Seller, PROVIDENCE WATCH HOSPITAL, INC., a New Jersey corporation, JRM Holding Inc., a Delaware limited liability company, and FNL (the “Asset Purchase Agreement.”)

WHEREAS, pursuant to Section 1.1(a) of the Asset Purchase Agreement FNL has acquired certain assets from Seller related to the Business, as that term is defined in the Recitals of the Asset Purchase Agreement;

WHEREAS, pursuant to Section 1.1(a)(ii) of the Asset Purchase Agreement, such assets include all the Intellectual Property, including the trademark, SPEIDEL, the federal registrations thereof and associated goodwill (the “Speidel Marks”); however, that Seller has retained ownership of the Retained Speidel Marks (the “Speidel ID Marks”), as set forth on Schedule A, attached herewith; and,

WHEREAS, a condition of the obligation of FNL to finalize the Asset Purchase Agreement, as contained in Section 7.1(e) of the Asset Purchase Agreement, was the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. No Confusion. The parties do not anticipate any likelihood of confusion between their actual respective uses of “SPEIDEL” as set forth in the Speidel Marks and the Speidel ID Marks, if the terms of this Agreement are honored by the parties.

2. Limitations of Use. Seller agrees to use the Speidel ID Marks only: (a) in connection with the manufacture and sale of identification bracelets, and (b) with the additional qualifying words “Identification Bracelets” or words of similar import.

3. No other Use of Speidel Marks or Name. Except as provided in Section 2, Seller agrees that it shall never use any other trademark or trade name incorporating the term SPEIDEL in any manner.

4. Cooperation. In the event that any confusion from the parties’ respective uses of the term SPEIDEL arises, each party agrees to cooperate with the other to find ways to eliminate or minimize such confusion.

5. No Contestability. Seller further agrees that it shall not at any time, whether during the term of this Agreement, or thereafter, (a) do or cause to be done anything that would challenge, contest, impair, invalidate or tend to impair or invalidate, any of FNL’s rights in the Speidel Marks; (b) prosecute any applications to register any trademarks which includes the term SPEIDEL, except for the maintenance of the existing federal registrations for the Speidel ID Marks; (c) attack the validity of this Agreement; or (d) contest the fact that Seller’s rights under the Agreement cease upon the expiration or termination of this Agreement.

6. Infringement. In the event that Seller learns of any infringement or imitation of the Speidel ID Marks or of the Speidel Marks, it shall promptly notify FNL thereof. If requested to do so by FNL, Seller shall upon FNL’s reasonable request, and at FNL's expense, cooperate with FNL in all respects in any enforcement matter FNL may choose to bring in connection with

the Speidel Marks. Such cooperation shall, and at FNL's expense, include, without limitation, Seller being a plaintiff or co-plaintiff and causing its shareholders or officers to subscribe pleadings and other necessary documents and to devote appropriate time to such litigation and/or disposition of any matter within the purview of this Section. Any monetary recovery in such case shall be owned by FNL. In no event shall FNL be required to take any action if in its sole discretion it deems it inadvisable to do so. If FNL declines to take action requested in writing by Seller, Seller may commence such action as it deems advisable in its own name(s) upon the prior written consent of FNL, such consent not to be unreasonably withheld. Any such action shall be at the sole risk and expense of Seller, and any monetary recovery in such case shall be owned by Seller. In no event shall any settlement be entered into, nor any other action taken, which would adversely affect in any way the rights of FNL, in and to any of its trademarks, without the prior written consent of FNL.

7. Rights Reserved. Seller acknowledges and agrees that nothing herein shall impair or otherwise prevent FNL from exercising, at any time, all rights and remedies it may have as owner of the Speidel Marks, or as result of this Agreement, in the event of Seller's (a) breach of this Agreement; or (b) use of the Speidel ID Marks in a manner which is not expressly permitted by this Agreement which use is not appropriately remedied within a reasonable period after written notice by FNL pursuant to Section 17.

8. Geographic Area. The geographic scope of this Agreement shall be worldwide.

9. Term and Termination.

(a) The term of this Agreement will continue in perpetuity for all rights granted hereunder, unless terminated as set forth below, or by order of a court of competent jurisdiction.

(b) Unless otherwise provided for herein, this Agreement may be terminated by

the non-defaulting party if a party defaults in its obligations pursuant to this Agreement and fails to reasonably cure such default within fourteen (14) days of receipt of written notice of the alleged default, or, if remedy is not commercially reasonable within fourteen (14) days such longer period as is reasonable. Notice of termination shall be given in accordance with Section 17 of this Agreement.

(c) It is expressly agreed that in the event of termination of the Agreement for any reason whatsoever, the parties shall be relieved of any further obligations hereunder except those obligations set forth in Sections 3, 5, and 7.

(d) In the event that the Agreement is terminated as a result of Seller's material breach, Seller shall immediately discontinue use of the Speidel ID Marks, and at FNL's request, assign the Speidel ID Marks to FNL.

(e) In the event that Seller decides to discontinue using the Speidel ID Marks, Seller will give written notice to FNL, and will thereupon surrender all remaining rights under this Agreement and at FNL's request, assign the Speidel ID Marks to FNL. This Agreement will there upon be deemed to be terminated in accordance with this Section.

(f) If either party institutes for its protection or is made a defendant in any proceeding under bankruptcy, insolvency, reorganization or receivership law, or if either party is placed in receivership or makes an assignment for benefit of creditors or is unable to meet its debts in the regular course of business, the other party may elect to terminate this Agreement immediately by written notice to the other party in accordance with Section 17 of this Agreement, without prejudice to any right or remedy the terminating party may have, including, but not limited to, damages for breach.

(g) No assignee for the benefit of creditors, receiver, trustee in bankruptcy, sheriff

or any other officer or court charged with taking over custody of Seller's assets or business, shall have any right to continue performance of this Agreement or to exploit or in any way use the Speidel ID Marks if this Agreement is terminated pursuant to Section 9(f), except as may be required by law.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which will be binding upon the parties as though each executed each counterpart original, and all of which together will constitute one and the same instrument.

11. Further Instruments. The parties to this Agreement shall execute any further documents necessary to give meaning to and effectuate the terms of this Agreement and agree that this Agreement, or such other necessary documents may be recorded at the U.S. Trademark Office against the federal registrations of the Speidel ID Marks.

12. No Partnership. Nothing herein shall be construed to place FNL and Seller in a relationship of partners, joint venturers, or licensor/licensee and none of the parties shall have the power to obligate or bind any other party in any manner whatsoever except as specifically provided for herein.

13. No Waiver. The failure of any one party to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver nor deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. A breach of this Agreement may be waived only by a written waiver signed by an authorized representative of the party granting the waiver. Any written waiver of any breach of the Agreement shall not operate or be construed as a waiver of any other similar or prior or subsequent breach of the Agreement. If any provision of this Agreement is invalid or

unenforceable, it shall not affect the validity or enforceability of the other provisions.

14. Amendment. No Agreement changing, amending, extending, superseding, rescinding, terminating or discharging this Agreement or any provision thereof shall be valid unless in writing and signed by both parties.

15. Authority. Each of the parties hereto represents and warrants to the other that each has the full right, power and authority to perform the obligations set forth herein and to execute this Agreement and to carry out all of the terms and obligations required herein. The parties further represent and warrant to the other that the individual signing on behalf of each party is authorized to sign on behalf of that party and to bind that party.

16. Assignment. This Agreement is assignable by any of the parties, and the rights and obligations hereunder shall inure to the benefit of the parties hereto and their respective successors and assigns, provided however that Seller, or any of its successors or assigns, cannot assign its rights or obligations to another party (the "Transferee") unless (i) Seller, or such of its successors or assigns, provides FNL, or its successor or assigns, with sixty (60) days written notice of its intent to assign its rights or obligations; and (ii) Transferee assumes and agrees to be bound by the terms of this Agreement, as evidenced by the Transferee's execution and delivery upon the assignment, of an Agreement to Be Bound in the form attached hereto as Exhibit A. It shall be the duty of each party to bring this Agreement to the attention of any and all of its successors or assigns.

17. Notice. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered or mailed by registered mail or overnight courier service, addressed as follows:



If to FNL:

10 Cushing Street  
Providence, RI 02907  
Attention: Frederick Levinger

With a copy to:

Stephen J. Carlotti, Esq.  
Hinckley, Allen & Snyder LLP  
50 Kennedy Plaza  
Providence, RI 02903-2393

If to Seller:

SPEIDEL INC.  
25 Fairmont Avenue  
East Providence, RI 02914  
Attn: Jeffrey R. Massotti

With copy to:

Gary R. Pannone, Esq.  
Pannone Lopes & Devereaux LLC  
1800 Financial Plaza  
Providence, RI 02903

or to such other address of which the parties may, by registered mail or overnight courier services, notify the other party or parties.

18. Captions and Section Numbers. The Section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of the context of this Agreement.

19. Governing Law. This Agreement shall be governed by the laws of the State of Rhode Island, U.S.A. Any claim arising under or relating to the Agreement shall be brought in the state or federal courts located in Rhode Island and each Party to this Agreement consents to the venue and jurisdiction of such courts for purposed of resolving any such claim.

20. Complete Agreement. This Agreement is complete and contains the entire

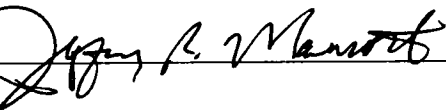
understanding of the parties with respect to the subject matter of the Agreement and supersedes any prior written or oral agreements or undertakings. Neither party of this Agreement nor its agents has made any representations, warranties or undertakings with respect to the subject matter of this Agreement that have not been expressly set forth in this Agreement.

*[Remainder of Page Intentionally Left Blank]*

The parties below have caused this Cooperation Agreement to be executed as of the date first set forth above.

SPEIDEL INC.

FNC, LLC

By: 

By: 

Jeffrey R. Massotti  
Name (printed or typed)

FREDERICK N. LEVINGER  
Name (printed or typed)

President/CEO  
Title (printed or typed)

CEO  
Title (printed or typed)

Date JANUARY 22, 2007

Date JANUARY 22, 2007

Schedule A

Mark	Country	Registration No.
MEDILOG	Australia	B 330,167
MEDILOG	Canada	TMA238,288
MEDILOG	Canada	TMA300,304
MEDILOG	Mexico	217,194
MEDILOG	U.S.A.	679,989
MY 1st ID	Canada	TMA515,628
MY FIRST ID (stylized)	U.S.A.	2128491
MY FIRST ID BY SPEIDEL	Canada	TMA472,762
MY FIRST ID BY SPEIDEL	U.S.A.	2128492
SPEIDEL ID	United Kingdom	2104780
SPEIDEL ID'S	Canada	TMA472,754
SPEIDEL ID'S	U.S.A.	2048302

**EXHIBIT A**

**AGREEMENT TO BE BOUND  
TO  
COOPERATION AGREEMENT**

\_\_\_\_\_, a \_\_\_\_\_ (the "Buyer"), as purchaser of the rights, title and interest in and to the trademarks, MY FIRST ID BY SPEIDEL and SPEIDEL ID's, and the goodwill associated therewith, (the "Speidel ID Marks"), from \_\_\_\_\_ (the "Seller") hereby assumes and agrees on its behalf, and on the behalf of its successors and assigns, to be bound by the terms and conditions of that certain Cooperation Agreement, dated as of \_\_\_\_\_, 2006, by and between FNL, LLC and SPEIDEL INC. (the "Cooperation Agreement").

The Buyer further agrees that in the event it seeks to transfer any of its rights in and to the Speidel ID Marks to a new party (the "New Buyer"), it will only transfer such assets if (a) it provides FNL, LLC, or its successor or assigns, sixty (60) days written notice of its intent to transfer the assets, such notice to be sent by registered or certified mail, postage prepaid, addressed as follows:

FNL, LLC  
245 Waterman Street, Suite 503  
Providence, RI 02906  
Attention: Frederick Levinger

with copy to:

Hinckley, Allen & Snyder, LLP  
50 Kennedy Plaza  
Providence, Rhode Island 02903  
Attention: Stephen J. Carlotti, Esq.

and (b) if New Buyer assumes and agrees to be bound by the Cooperation Agreement, as evidenced by the Buyer's delivery to FNL, LLC, or its successor or assigns of an Agreement to Be Bound executed by the New Buyer.

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

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged, accepted, consented and agreed to  
this \_\_\_ day of \_\_\_\_\_, 200\_\_ by:

FNL, LLC

By: \_\_\_\_\_  
Name:  
Title: