

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**1. Name of conveying party(ies):**

George L. Upham and Paul E. Blackmer

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

Citizenship (see guidelines) USAAdditional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance /Execution Date(s) :**Execution Date(s) June 13, 2008

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other License and Option Agreement

**2. Name and address of receiving party(ies)**Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Mark L. Anderson

Internal

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

Street Address: 303 South McKay AvenueCity: Spring ValleyState: WICountry: USAZip: 54767

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Individual Citizenship USA

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)

2,086,105

Additional sheet(s) attached? ☐ Yes ☒ No**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

CALF-MAID

**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Carol N. SkinnerInternal Address: Skinner and AssociatesStreet Address: 212 Commercial StreetCity: HudsonState: WI Zip: 54016Phone Number: 715-386-5800Fax Number: 715-386-6177

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

/Carol N. Skinner/

Signature

5/18/2009

Date

Carol N. Skinner

Name of Person Signing

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

9

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

**PATENT AND TRADEMARK LICENSE AND OPTION AGREEMENT  
AND MOLD LEASE**

**THIS AGREEMENT**, made and entered into to be effective as of June 13, 2008, 2008, by and between George L. Upham, an individual residing at 10468 Gunpowder Falls St., Las Vegas, NV 89183 (hereinafter "Upham") and Paul E. Blackmer, an individual residing at 15910 Tradition Court, Bakersfield, CA 93314 (hereinafter "Blackmer"), and Mark L. Anderson, an individual residing at 303 South McKay Ave., Spring Valley, WI 54767 (hereinafter "Anderson").

WHEREAS, Upham and Blackmer jointly own, as tenants in common, all right, title and interest in and to U.S. Patent No. 5,769,285 entitled CALF NIPPLE (hereinafter the "Patent") and the trademark CALF-MAID (the "Mark") which is registered in the U.S. Patent and Trademark Office as Registration No. 2,086,105 (the "Registration") for goods and services identified as "nipples for calf bottles and calf bottles;"

WHEREAS, Upham and Blackmer jointly own, as tenants in common, all right, title and interest in and to a 12 cavity chrome-plated calf nipple mold located at DeLaval Manufacturing in Chillicothe, Missouri (the "Nipple Mold"), and also jointly own, as tenants in common, all right, title and interest in and to a 2 cavity calf bottle blow mold located at Artisan Screenings, Inc. in Azusa, California (the "Bottle Mold"); and

WHEREAS, Anderson is desirous of using the Mark and making, using, selling, offering for sale, importing and exporting and otherwise commercially exploiting the Patent, and acquiring an option to purchase the entire right, title and interest in and to the aforesaid Patent and the Mark together with the goodwill represented by the Mark; and

WHEREAS, Anderson is also desirous of leasing the Nipple Mold and the Bottle Mold for use in making calf bottles under the Mark and calf nipples under the Mark and pursuant to the Patent, with an option to purchase the Nipple Mold and the Bottle Mold; and

WHEREAS, Upham and Blackmer on the one hand and Anderson on the other hand desire to enter into this Patent and Trademark License and Option Agreement and Mold Lease (the "Agreement") under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Upham, Blackmer and Anderson agree as follows:

1. Upham and Blackmer hereby grant to Anderson an exclusive right and license to use the Mark CALF-MAID in connection with calf nipples and calf bottles. The scope of this license shall be not be limited in territory, it being understood that

Upham and Blackmer have only sought and obtained registration under the Mark within the United States. The term of this license shall be for a period of one year, and shall be automatically renewed for successive one year periods upon satisfaction of the payment of the royalty and lease payments as provided herein. During the term of the license, all use of the Mark shall inure to the benefit of Upham and Blackmer as joint owners of the Mark.

2. Upham and Blackmer hereby grant to Anderson an exclusive right and license under the Patent, including but not limited to the right to make, use, sell, offer for sale, import and export calf nipples covered by one or more claims of the Patent. The scope of this license shall not be limited in territory, it being understood that the Patent has only been granted in the United States. The term of this license shall be for a period of one year, and shall be automatically renewed for successive one year terms for the remaining life of the Patent upon satisfaction of the payment of the royalty and lease payments as provided herein.
3. Upham and Blackmer hereby grant to Anderson a lease of the Nipple Mold and the Bottle Mold for a period of one year, and such lease shall be automatically renewed for successive one year terms upon satisfaction of the payment of the royalty and lease payments as provided herein. Anderson shall take possession of the Nipple Mold at DeLaval Manufacturing in Chillicothe, Missouri, and of the Bottle Mold at Artisan Screenings, Inc. in Azusa, California, and shall be responsible for any shipping or handling costs in connection with the transfer to any other location.
4. Upon execution of this Agreement, Anderson shall pay \$40,000.00 (forty thousand dollars, U.S.) as a royalty, option and lease payment to Upham and Blackmer for the initial one year term of the licenses and lease. Payment of the aforementioned \$40,000.00 thus includes the option set forth in paragraph 7, provided the other payments set forth in paragraph 5 are made.
5. In order to maintain the licenses and lease in effect, Anderson shall make the following additional royalty and lease payments on or before the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> anniversaries of the effective date of this Agreement:

<u>Anniversary</u>	<u>Payment Amount</u>
1 <sup>st</sup>	\$61,333.00 (U.S.)
2 <sup>nd</sup>	\$58,666.35 (U.S.)
3 <sup>rd</sup>	\$56,000.65 (U.S.)

In the alternative, Anderson may satisfy the remaining royalty and lease payments of paragraph 5 of this Agreement by paying:

\$168,000.00 on the 1<sup>st</sup> anniversary; or, if the amount due at the 1<sup>st</sup> anniversary has been timely paid, \$112,000.35 on the 2<sup>nd</sup> anniversary.

If Anderson fails to make the payments above within one month after the end of any anniversary as provided above, then the licenses for the Patent and the Mark, and the lease for the Bottle Mold and the Nipple Mold, shall be terminated immediately, whereupon Anderson shall immediately deliver the Bottle Mold and the Nipple Mold to the possession of Upham and Blackmer at the locations in Azusa CA and Chillicothe, MO listed above, and shall immediately discontinue any and all use of the Mark and any manufacture, sale, use, import or export of any calf nipples according to any claims of the Patent.

6. Upham and Blackmer agree that they shall equally divide all payments received pursuant to this Agreement.
7. Upham and Blackmer hereby grant an option to Anderson to acquire all right, title and interest in and to the Patent and the Mark, including the registration thereof, and the Nipple Mold and the Bottle Mold. Prompt payment in full of the payment set forth in paragraphs 4 and 5 shall, when completed, be deemed Anderson's exercise of the option. Provided that all of the other terms and conditions of this Agreement have not been breached, upon receipt of the prompt payment in full, Upham and Blackmer shall execute and deliver to Anderson the Patent Assignment appended hereto and incorporated herein as Exhibit A, and the Trademark Assignment, including the goodwill of the mark, appended hereto as Exhibit B, and shall execute such documents as are reasonably requested by Anderson to transfer title to the Nipple Mold and the Bottle Mold. In view of the option granted herein, Upham and Blackmer agree not to assign or transfer ownership of the Patent or Mark, other than by operation of law or upon death, during the pendency of the license granted herein but any such transfer of ownership by Upham and Blackmer by operation of law or upon death shall be subject to the license, lease and option granted as well as the other terms of this Agreement.
8. During the term of this Agreement, Anderson agrees that the calf nipples and the calf bottles sold under the Mark shall be from the molds leased herein, or if they are no longer usable, then substantially duplicate replacement molds. Any calf nipples or calf bottles bearing or sold under the Mark shall be of substantially the same or better quality as those heretofore made and sold by Upham and Blackmer

under the Mark. Upham and Blackmer agree that provided the calf nipples and calf bottles made and sold by Anderson under the Mark meet the foregoing standards, that they approve of the quality thereof. Upham and/or Blackmer may request and upon such request Anderson shall provide, not more frequently than once per year, specimens of a calf nipple and calf bottle sold under the Mark to ensure that the quality standards set forth herein are maintained. Anderson agrees that the calf nipples and calf bottles sold under the Mark shall bear the designation ® adjacent the Mark on the calf nipples and calf bottles, or labels or packaging therefore. Any calf nipples falling within the scope of one or more claims of the Patent shall bear the appropriate patent marking, e.g. "Pat. 5,769,285" or the equivalent, during the term of the Agreement. Upon exercise of the option granted by paragraph 7 and transfer of the assignments of Exhibits A and B, the quality control provisions of this paragraph shall no longer apply.

9. Upham and Blackmer warrant that the maintenance fees have been timely paid in connection with the Patent and that they are the owners of the Patent, and that the registration of the Mark is alive, in good standing and has been renewed. Blackmer and Upham further warrant that the Nipple Mold and the Bottle Mold are in working condition for molding. UPHAM AND BLACKMER MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT.
10. This Agreement may be terminated by reason of breach of the terms and conditions hereof. Prior to terminating the Agreement, the party asserting the breach shall give written notice to the party accused of such breach to the accused party and afford the accused party an opportunity to cure the breach. In the event the accused party has not cured the breach after notice and an opportunity to cure, then the accusing party may terminate this agreement and in that event, all use under the licenses granted herein shall be discontinued immediately. Failure of a party to assert a breach at any time shall not be deemed a waiver of the continuing or any additional breach.
11. Provided the license is renewed after its first anniversary, Anderson shall be responsible for paying the final maintenance fee due in connection with the Patent between June 23, 2009 and December 24, 2009. In the event Anderson fails to pay the maintenance fee when due, Upham and/or Blackmer may, at their option, pay the maintenance fee, and the amount of such maintenance fee, together with any surcharges or legal fees, shall be added to the royalty and lease fees due on the next anniversary date as provided in paragraph 5 herein.
12. To the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination,

cancellation, non-renewal or the like other than in accordance with applicable law, such provisions shall, to the extent such are not in accordance with the applicable law, be deemed to be amended to comply with applicable law and Upham, Blackmer and Anderson shall comply with applicable law in connection with each of these matters.

13. Nothing herein shall be construed as creating a relationship of joint venture, contract of employment, or partnership.
14. All notices or requests as provided in this Agreement shall be effective only if in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telecopied, with receipt confirmed, with a confirmation copy sent by first class mail, addressed as follows:

If to Upham: George L. Upham, 10468 Gunpowder Falls St., Las Vegas, NV 89183

If to Blackmer: 15910 Tradition Court, Bakersfield, CA 93314

If to Anderson: Mark L. Anderson, D.V.M., 303 South McKay Ave., Spring Valley, WI 54767

15. Each of the parties will promptly notify the other of any actual, threatened or potential infringement of the Patent, of the Mark, or of any registration or application to register any mark that any party reasonably believes to infringe the Mark which comes to their attention. Anderson, as the exclusive licensee, shall have the right to initiate action at his own expense against any infringement of the Mark or the Patent, at his own expense, and to retain any recovery, and Upham and Blackmer agree to cooperate, including being joined as a party plaintiff if necessary, in any action for infringement during the term of this Agreement.
16. Anderson hereby saves and holds Upham and Blackmer harmless of and from and indemnifies Upham and Blackmer against any and all losses, liabilities, damages and expenses, including without limitation attorney's fees and costs, that Upham or Blackmer may incur or be obligated to pay, or for which it may become liable or be compelled to pay in any action, claim, protest, demand or proceeding against it by reason of any acts or omissions by Anderson or any of his servants, agents or employees, related to the practice of the Patent, or use of the Mark or the Nipple Mold or Bottle Mold, by or inuring to the benefit of Anderson, excepting as regard disputes between the parties. Upham and Blackmer agree to indemnify and hold Anderson harmless from any acts or omissions of Upham and Blackmer, their agents or employees, relating to the calf bottles and nipples sold by Upham and Blackmer prior to the date of this Agreement. Upham and Blackmer agree to

hold Anderson harmless from any claims for patent, copyright, trade secret or trademark infringement in relation to the calf bottles and nipples of Upham and Blackmer sold prior to the date of this Agreement. Upham and Blackmer further warrant that to the best of their knowledge, there have been no assertions of infringement of any copyright, trademark, trade secret or patent made in relation to the calf bottles and nipples heretofore manufactured and sold by Upham and Blackmer as licensed herein, and that to the best of their knowledge manufacture of the calf bottles and nipples in accordance with the patent and under the CALF-MAID mark does not infringe the rights of any third parties.

[Intentionally left blank]

ANDERSON, UPHAM AND BLACKMER MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN.

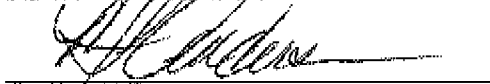
17. This Agreement, together with the assignment of the Patent (unexecuted) appended as Exhibit A and assignment of the Mark (unexecuted) appended as Exhibit B, contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations or inducements except as herein provided. The definitions, terms and provisions of this Agreement may not be modified, supplemented or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.
18. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

GEORGE L. UPHAM



MARK L. ANDERSON



PAUL E. BLACKMER

