

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ron May		02/13/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quest Products, Inc.		
Street Address:	8201 104th Street		
City:	Pleasant Prairie		
State/Country:	WISCONSIN		
Postal Code:	53158		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4070492	ALOCANE	
Registration Number:	3774643	CHIRO-GEL	
CORRESPONDENCE DATA			
Fax Number:	3193343421		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	319-334-3704		
Email:	beddy@robertseddy.com		
Correspondent Name:	Brian C. Eddy, as Attorney for Licensee		
Address Line 1:	2349 Jamestown Ave., Suite 4		
Address Line 4:	Independence, IOWA 50644		
NAME OF SUBMITTER:	Brian C. Eddy		
SIGNATURE:	/Brian C. Eddy/		
DATE SIGNED:	06/01/2015		
Total Attachments: 5			
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OP \$65.00 4070492

EXCLUSIVE TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT AND ACKNOWLEDGMENT REGARDING DISTINGUISHABLE MARK ("Agreement") is made and entered into effective as of 2-13, 2013 (the "Effective Date") by and between Ron May (the "Licensor") and Quest Products, Inc., an Illinois corporation ("Licensee").

WHEREAS, Licensor has adopted, has submitted an application with the United States Patent and Trademark Office, and is using the trademarks "Alocane," "Chiro-gel" and "Hemorrhex" (referred to as a "Trademark" or collectively the "Trademarks") throughout the world in connection with the sale and distribution of a medicated bun relief creams and topical first aid gels;

WHEREAS, Licensor owns the following domain names ("Domain Names"):

- a. ALOCANE.com
- b. ALOCANE.net
- c. ALOCANE.org
- d. CHIROGEL.com
- e. RADIATIONDERMATITIS.org
- f. RADIATIONDERMATITIS.net
- g. BURNGEL.org
- h. RADIATIONBURN.org
- i. SUNBURNGEL.org
- j. BURNA.org
- k. BURNINFORMATION.com
- l. BURNMEDICINE.org
- m. HEMORRHEX.com
- n. SUNBURNCREAM.com

WHEREAS, Licensor developed and owns the formulas (the "Formulas") for the products associated with the Trademarks;

WHEREAS, Licensee wants to acquire a license to exclusively manufacture, distribute and market the products associated with the Trademarks throughout the world (the "Territory");

WHEREAS, Licensor is willing to permit Licensee to use the Trademarks and associated Formulas, logos and Domain Names for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee an exclusive, transferable license to use the Trademarks and any and all associated Formulas, logos and Domain Names throughout the Territory.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademarks, Formulas, logos, and Domain Names, except as set forth below.

1.3 Right of First Refusal. Licensor grants Licensee the right of first refusal to purchase the Trademark(s), should Licensee desire to sell any of the Trademark(s). Licensor shall provide Licensee with thirty (30) days advance written notice of the terms of any bona fide, good faith offer for the Trademark(s), which Licensee can match or reject within thirty (30) days upon receipt of the terms of said offer. If Licensee fails to match the terms of said offer for the Trademark(s), Licensor is free to sell the Trademarks to the same party on the same terms offered to Licensee, subject to this Agreement.

Section 2 LICENSOR'S CONTROL

2.1 In order to protect and preserve Licensor's rights in the Trademark, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee's use of the Trademark, Licensee shall obtain Licensor's approval of all aspects of such use; and (ii) once Licensee's use of the Trademark is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change.

2.3 Consulting Services. Licensor agrees to provide the Licensee with consulting services regarding the Trademarks, the associated Formulas, and the business associated with each.

Section 3 USE OF THE TRADEMARK

3.1 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

3.2 Licensor's Representations and Warranties. Licensor represents and warrants to Licensee that the Trademarks do not infringe the trademarks, service marks or intellectual property rights of any third party.

3.3 Licensee's Consideration. As good and valuable consideration for the benefits derived in this Agreement, Licensee agrees to pay the Licensor a four percent (4%) royalty on all purchases from the manufacturer of the products bearing the Trademark, plus a \$4,000.00 bonus payment when the Licensee has made \$100,000.00 worth of net sales of products bearing the Trademark.

Section 4 TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for an indefinite term, unless terminated sooner as set forth herein. Notwithstanding the foregoing, either party may terminate this Agreement "with cause" by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective ninety (90) days after the date such notice is given.

4.2 Termination for Cause by Licensor. Notwithstanding the provisions of Section 5.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark, shall terminate on thirty (30) days written notice from Licensor if (i) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 2 of this Agreement; or (ii) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement. However, Licensor shall not be entitled to a termination for cause unless the Licensor first gives Licensee thirty (30) days' notice in writing of said default, and Licensee fails to cure within thirty (30) days of receipt of the notice to cure.

4.3 Termination for Cause by Licensee. Notwithstanding the provisions of Section 5.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's obligations set forth herein, shall terminate on thirty (30) days notice from Licensee if (i) Licensor attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensee's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensor engages in any act or failure to act that harms Licensee's business; or (iii) Licensor breaches any of the warranties or representations set forth herein or any other provisions of this Agreement.

Section 5 MISCELLANEOUS

5.1 Assignment. Licensee may assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement with thirty (30) days advance notice to

Licensor. Licensor shall not assign or transfer Licensor's rights or obligations under this Agreement without Licensee's written consent.

5.2 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Illinois.

5.3 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

5.4 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

5.5 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

5.6 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

Attn: Mark Milliman, CFO
Quest Products, Inc.
191 Ambrogio Drive
Gurnee, IL 60031

Ron May
OTC SOLUTIONS, LLC
150 Telford Ct.
Mt. Washington, KY 40047

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

5.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

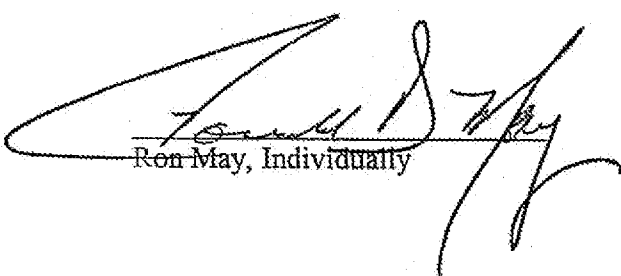
5.8 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Quest Products, Inc.

By:


Mark Milliman
Its: CFO


Ron May, Individually