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TRADEMARKS ONLY

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Edward F. Keefe

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional name(s) of conveying party(ies) attached? Yes [] No [checked]

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: 4/7/99

2. Name and address of receiving party(ies):

Name: Florida Medical Industries, Inc.

Internal Address:

Street Address: P.O. Box 49300 City: Leesburg State: FL MAY 14 2001 Zip: 34749

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Florida [checked] Other []

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [] No [checked] (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes [] No [checked]

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

533,128

Additional number(s) attached Yes [] No [checked]

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Vincent N. Palladino

Internal Address:

Street Address: Fish & Neave 1251 Avenue of the Americas City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number:

06-1075

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca B. Gibbs

Name of Person Signing

Rebecca Gibbs

Signature

5/4/01

Date

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

05/17/2001 DBYRNE 00000222 533128

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

FC:481

40.00 05

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into this 1st day of May, 1995, by and between FLORIDA MEDICAL INDUSTRIES, INC., a Florida corporation ("FMI"), and E. F. KEEFE, d\b\a LINACRE LABORATORIES ("LINACRE").

Whereas, LINACRE represents and warrants that E. F. KEEFE is the sole owner of and has the right to grant an exclusive license with respect to the following United States Trademark Application: Serial No. 71-577,480, filed April 21, 1949, and renewed January 1, 1991, for the Trademark Ovulindex.

Whereas, FMI is desirous of obtaining an exclusive three (3) year license for the above listed Trademark, and the option to purchase the Trademark as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the adequacy and receipt of which are hereby acknowledged by the parties hereto, it is hereby agreed by and between the parties as follows:

1. License. LINACRE grants to FMI during the term of this Agreement the exclusive license to use, market, and sell ovulation thermometers ("Product") under the Trademark Ovulindex (hereinafter referred to as "Trademark").

2. Term. The term of this Agreement shall be for a period of three (3) years, commencing the 1st day of May, 1995 and ending the 30th day of April, 1998.

3. Royalty. FMI will pay LINACRE royalties on the Product sold by FMI during the term of this Agreement as follows:

(a) During the first twelve (12) month period of the Agreement, FMI will pay LINACRE Fifteen (15%) percent of all gross proceeds collected by FMI from the sale of the Product.

(b) During the second twelve (12) month period of the Agreement, FMI will pay LINACRE Ten (10%) percent of all gross proceeds collected by FMI from the sale of the Product.

(c) During the third twelve (12) month period of the Agreement, FMI will pay LINACRE Eight (8%) percent of all gross proceeds collected by FMI from the sale of the Product.

FMI shall render to LINACRE a written statement within thirty (30) days after each March 31st, June 30th, September 30th, and December 31st. The written statement shall be true and accurate and certified by an officer of FMI and shall set forth the number of Product sold, the gross proceeds received from the sales of the Product, and the royalties due LINACRE for the period covered by the statement. The statement shall be accompanied by a payment for the total amount of royalties due for each period.

Royalties paid on Product returned by customers shall be credited against future royalty payments. No royalties shall be paid on Product furnished to a customer without charge to replace defective or returned Product on which royalties had previously been paid.

4. Option to Purchase. LINACRE hereby grants to FMI an option to purchase the Trademark, which option must be exercised in writing by FMI after the term of this Agreement, but no later than ninety (90) days after the termination of this Agreement (April 30, 1998 "Termination Date"). In the event FMI shall exercise the option, the purchase price of the Trademark shall be One Thousand (\$1,000.00) Dollars. The purchase price shall be payable in cash or cashiers check at closing. In the event such option is not exercised within ninety (90) days after Termination Date, all rights granted under this Agreement shall cease and be of no further force and effect.

5. Quality Standards. The rights and privileges granted under this Agreement to FMI are all expressly conditioned upon FMI using the highest standards in the industry, which shall include the Certificate of Accuracy currently used by Linacre.

6. Invalidity of Trademark. If any claim of any Trademark under which this license is granted shall be declared invalid by a final decision of a court of competent jurisdiction, whether an appellate court or a lower court whose decision becomes final by failure to appeal therefrom, or if, as a result of a final decision, any such claim shall be hereinafter awarded to another, FMI shall be relieved of all obligations hereunder. In the event that any claim of any patent application under which this license is granted shall be finally rejected, such claim shall thenceforth be treated as if it did not exist, unless and until such final rejection shall be withdrawn or reversed and such claim allowed.

7. Representation and Warranties by LINACRE. LINACRE makes the following representations and warranties which shall survive the execution hereof and closing hereunder, and the sale and delivery of the Trademark:

(a) LINACRE has good and marketable title to the Trademark free and clear of all liens, claims, security interests or encumbrances of whatsoever kind or nature.

(b) LINACRE has the legal power and right to enter into and perform this Agreement and consummation of the transaction contemplated by this Agreement will not result in breach of termination of any term or provisions of or constitute a default under any contract, mortgage, or other instrument to which LINACRE is a party, or by which it is bound.

8. Representation and Warranties by FMI. FMI makes the following representations and warranties which shall survive the

execution hereof and closing hereunder, and the sale and delivery of the Trademark:

FMI has the legal power and right to enter into and perform this Agreement and consummation of the transaction contemplated by this Agreement will not result in breach of termination of any term or provisions of or constitute a default under any contract, mortgage, or other instrument to which FMI is a party, or by which it is bound.

9. Arbitration. All disputes which may arise in connection with this Agreement that are not adjusted by the parties themselves shall be submitted to arbitration under the rules and regulations then pertaining of the American Arbitration Association relating to voluntary arbitration. All costs of arbitration shall be divided equally between the parties. The award shall be binding and conclusive upon each of the parties, and it may be sued on or enforced by the party in whose favor it runs in any court of competent jurisdiction in Orlando, Florida, at the option of the successful party.

10. Indemnification of Licensor. Linacre agrees that it will indemnify and save harmless FMI from any and all fines, suits, proceedings, claims, demands, actions, liabilities or expenses, including attorney fees, arising from or otherwise connected with the Trademark.

11. Set-Off. FMI shall be entitled to apply any amount to which it may be entitled by way of indemnification as a set-off against any royalty payment due LINACRE under this Agreement; provided, however, that exhaustion of any such payments owed to LINACRE under this Agreement shall not exhaust or affect FMI's right to indemnification.

12. Notices. Any notice required under this Agreement shall be given in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, to the parties to this Agreement at the following addresses:

FLORIDA MEDICAL INDUSTRIES, INC.
Stephen P. Angelillo, President
3131 Highway 27-441
Fruitland Park, FL 34731

LINACRE LABORATORIES
E. F. KEEFE
~~74-52 Cypress Hills Street~~
~~Glendale, New York 11365~~

5 Field Point Drive
Greenwich CT 06830

13. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

15. Prior Agreements. This Agreement contains the entire understanding between the parties relating to the subject matter herein, and all prior proposals, discussions and writings by and between the parties and relating to the subject matter herein and superseded hereby.

16. Severability. In the event any term or provision of this Agreement shall for any reason be judicially held to be invalid, illegal or unenforceable in any respect, FMI, in its sole discretion, shall have the right to either terminate this Agreement or declare, by written notification to LINACRE, that such invalidity, illegality or unenforceability shall not affect any other term or provision hereof. In the latter event, this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective for all purposes as of the day and year first above written.

Witnesses:
INC.

Allen W. Dean

As to Stephen P. Angelillo

James W. Hughes
My Commission Exp. Mar. 31, 2000

As to E. F. Keefe

FLORIDA MEDICAL INDUSTRIES,

By: Stephen P. Angelillo
Stephen P. Angelillo,
President

E. F. Keefe
E. F. KEEFE, d/b/a LINACRE
LABORATORIES



April 7, 1999

Florida Medical Industries, Inc.
P.O. Box 49300
Leesburg, FL 34749-3000

Attention: Mr. Angellilo

You own the Ovulindex trademark now by paying \$1,000.00 on July 15, 1998 in accordance with the Linacre agreement. It will be your responsibility to renew the trademark. That next renewal date will be January 1, 2001. The renewal should occur before the 1-1-2001 date.

With best wishes,



Edward F. Keefe

encs (3)

- Voucher: 7-15-88
- Copy of transmittal to Scot Duke
- Certificate of Trademark