

UNITED STATES PATENT AND TRADEMARK OFFICE
RECORDATION FORM 1594

COMMISSIONER OF PATENTS & TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, D.C. 20231

1. Name of conveying party:

FRANK L. BROWN, FACP, FRSA, AN INDIVIDUAL U.S. CITIZEN

2. Name and address of receiving parties:

FRANK L. BROWN, FACP, FRSA
POST OFFICE BOX 17772
RICHMOND, VIRGINIA 23226-7772

LEONARD L. EDLOE, RP, PHARM D
1124 NORTH 25TH STREET
RICHMOND, VIRGINIA 23223

3. Nature of conveyance (See Attached Document): 50% ASSIGNMENT WITH NEW CO-OWNERSHIP
REGISTRATION TO READ AS FOLLOWS:

FRANK L. BROWN, FACP, FRSA
POST OFFICE BOX 17772
RICHMOND, VIRGINIA 23226-7772

LEONARD L. EDLOE, RP, PHARM D
1124 NORTH 25TH STREET
RICHMOND, VIRGINIA 23223

4. Registration Number: 2,092,666 (APOTHECARE[®])

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

FRANK L. BROWN, FACP, FRSA
AMERICAN CLINICAL INNOVATORS
POST OFFICE BOX 17772
RICHMOND, VIRGINIA 23226-7772

FRANK L. BROWN, FACP, FRSA
14311 LEAFIELD DRIVE
MIDLOTHIAN, VIRGINIA 23113-6005

6. Total number of applications and registrations involved: 1

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

8. Deposit account number: N/A

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.

Frank L. Brown Frank L. Brown 3 DECEMBER 2008
NAME OF PERSON SIGNING SIGNATURE DATE

AGREEMENT

This Agreement is made and entered into effective the 1st day of October, 2003, by and between Frank L. Brown, RP, MD (hereinafter referred to as "Brown"), and Leonard L. Edloe, RP, PharmD (hereinafter referred to as "Edloe").

WHEREAS, Brown is the sole owner of the Apothecare® service mark (registration number 2,092,666 in the United States Patent and Trademark Office) [hereinafter referred to as "service mark"], and

WHEREAS, Edloe wishes to acquire co-ownership with Brown of the afore-mentioned service mark, and

WHEREAS, Brown and Edloe intend to pursue commercial applications of the service mark,


NOW THEREFORE, in consideration of these premises, Brown and Edloe do hereby agree as follows:

1. **OWNERSHIP TRANSFER.** Upon signature of this draft document below in triplicate, which will become the originals, and receipt of the consideration setforth in paragraph 2 below, Brown and Edloe will complete assignment documents which will amend the service mark registration in the United States Patent and Service mark Office to reflect the service mark's new co-ownership by Brown and Edloe. Brown and Edloe further agree that co-ownership will convey equal rights, responsibilities, obligations, accountabilities and privileges, unless otherwise stipulated in writing, with respect to the service mark's maintenance, management, and revenue.
2. **CONSIDERATION.** Edloe shall pay to Brown the sum of Thirty Seven Hundred and Fifty Dollars (\$3,750.00) in full consideration of Edloe's acquisition rights to service mark co-ownership with Brown.
3. **RESEARCH & DEVELOPMENT.** Brown and Edloe agree that Edloe's expertise as a Doctor of Pharmacy and pharmacy corporate executive uniquely equip him to innovate and refine elements of the services within the service mark's scope. Further, Brown and Edloe agree that Edloe shall have the right to sponsor and conduct all related innovation and refinement activities without any payment due to, or from, Brown. Once the service mark innovation and refinement activities are deemed completed by Brown and Edloe, they shall jointly agree to pursue commercial applications of the service mark.
4. **CORRESPONDENCE REQUIREMENTS.** Brown and Edloe agree that any written correspondence related to this Agreement shall be hand delivered, or sent via regular U.S. Mail, or electronic mail as follows:

TO Edloe: Leonard L. Edloe, PharmD
 President & CEO
 The Professional Pharmacies
 1124 North 25th Street
 Richmond, Virginia 23223
LENRXEREV@aol.com

TO Brown: Frank L. Brown, MD
 Chairman
 American Clinical Innovators
 Post Office Box 17772
 Richmond, Virginia 23226
americlin@comcast.net

5. **RELATIONSHIP.** Brown and Edloe agree that nothing in this Agreement shall be construed to indicate that the relationship between Brown and Edloe hereunder is one of employment.

BY: 
 Leonard L. Edloe

10.27.2003
 Date

FRANK L. BROWN, RP, MD

BY: Frank L. Brown
Frank L. Brown

31 October 2003
Date

DRAFT