

LICENSE AGREEMENT BETWEEN ISE AND SYNOGEN

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License Agreement between ISE and Synogen

This Agreement is made effective the 23rd day of September, 2014 (the "Effective Date") by and between ISE Professional Testing & Consulting Services, Inc. ("LICENSOR"), a Florida corporation having a principal address at 2007 NW 5th St., Gainesville, FL, 32603, and Synogen Management Group, Inc. (hereinafter called "LICENSEE") a Florida corporation having a principal address at 6565 NW 81st Blvd., Gainesville, FL 32653 (each of LICENSOR AND LICENSEE a "Party" and collectively the "Parties").

WHEREAS, LICENSOR owns certain inventions that are described in the "Licensed Patents" and "Licensed Know-How" defined below, and LICENSOR is willing to grant a license to LICENSEE under the Licensed Patents and Licensed Know-How and LICENSEE desires a license under all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties covenant and agree as follows:

Section 1: Definitions

- 1.1 "Affiliate" means: (a) any person or entity which controls at least fifty percent (50%) of the equity or voting stock of the LICENSEE or (b) any person or entity fifty percent (50%) of whose equity or voting stock is owned or controlled by the LICENSEE or (c) any person or entity of which at least fifty percent (50%) of the equity or voting stock is owned or controlled by the same person or entity owning or controlling at least fifty percent (50 %) of LICENSEE.
- 1.2 "Change of Control" shall mean
 - (a) any consolidation, merger, combination, reorganization or other transaction in which LICENSEE is not the surviving entity other than a transaction, the principal purpose of which is to effect a change in domicile or the form of entity of LICENSEE
 - (b) the shares of stock of LICENSEE constituting in excess of fifty percent (50%) of the voting power of LICENSEE are exchanged for or changed into other stock or securities, cash, and/or other property other than in the context of a financial transaction
 - (c) a sale or other disposition of all or substantially all of the assets of the LICENSEE, or the assignment of this Agreement to a Third Party or Affiliate pursuant to Section 12.
- 1.3 "Control" and its correlative terms, "Controlled" or "Controls" shall mean, with respect to any intellectual property right or other intangible property, that a Party or one of its Affiliates owns or has a license or sublicense to such item or right, and has the ability to grant access, license or sublicense in or to such right without violating the terms of any agreement or other arrangement with any Third Party
- 1.4 "Development Plan" means a written report summarizing the development activities that are to be undertaken by the LICENSEE to bring Licensed Products and/or Licensed Processes to the market. The Development Plan is attached as Appendix A.
- 1.5 "Development Report" means a written account of LICENSEE's progress under the Development Plan having at least the information specified on Appendix B to this Agreement, and shall be sent to the address specified on Appendix B
- 1.6 "Improvements" means any improvement, enhancement or modification arising from the research and development under Section 2.3 and which relate to Urodeles. Improvements will be included as Licensed Patents to the extent such Improvements are patentable and will be included as Licensed Know-How to the extent such Improvements are not patentable.
- 1.7 "Licensed Know-How" means unpatented trade secret process technology, know how, and related proprietary information solely as applied to or used for decellurization of urodele derived tissue Controlled by ISE.

- 1.8 "Licensed Field" means all fields permitted by law. For the avoidance of doubt, LICENSOR is not providing and cannot provide a license to intellectual property of third parties not controlled by LICENSOR which now or in the future overlaps with the scope of the claims in Licensed Patents.
- 1.9 "Licensed Patents" means all of the following LICENSOR intellectual property.
- 1.9.1 PCT application Serial Number PCT/US2014/010890 entitled "Decellularized Biomaterial from Non-Mammalian Tissue, filed January 9, 2014, inventor Ryanne Early and United States Patent application Serial Number 61/750,555, entitled "Decellularized Biomaterial from Non-Mammalian Tissue", filed January 9, 2013, inventor Ryanne Early; and all United States and foreign patents and patent applications based on this PCT and this U.S. application;
- 1.9.2 any and all United States and foreign patent applications based on or claiming priority to any of the patent applications identified in section 1.9.1; and
- 1.9.3 any and all patents issuing from the patent applications identified in Section 1.9.1 and 1.9.2, including, but not limited to, letters patents, patents of addition, divisionals, reissues, re-examinations, term extensions, term restorations, term adjustments and supplementary protection certificates.
- 1.10 "Licensed Product" means any product or method, or part thereof, developed by LICENSEE or its Sublicensee that utilizes Urodele extracellular matrix tissue, in any form, or utilizes material isolated or extracted from Urodele extracellular matrix tissue.
- 1.11 "Licensed Territory" means the world.
- 1.12 "Sublicense" means, directly or indirectly, to sublicense or grant any other right with respect to any right licensed to LICENSEE under this Agreement.
- 1.13 "Sublicensee" means any entity to which LICENSEE grants a sublicense.
- 1.14 "Third Party" means any entity that is not a Party or an Affiliate of a Party.
- 1.15 "Valid Claim" means a claim of any issued, unexpired patent that has not been revoked or held unenforceable or invalid by a decision of a court or governmental authority of competent jurisdiction from which no appeal can be taken, or with respect to which an appeal is not taken within the time allowed for appeal, and that has not been disclaimed or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

Section 2: Grant

2.1 License

2.1.1 License under Licensed Patents

Subject to the terms of this agreement, LICENSOR hereby grants to LICENSEE an exclusive license, in the Licensed Field and in the Licensed Territory, under the Licensed Patents and the patentable Improvements to make, have made, develop, use, lease, import, export, offer to sell, sell and have sold Licensed Products

2.1.2 License under Licensed Know-How

Subject to the terms of this agreement, LICENSOR hereby grants to LICENSEE a non-exclusive license, in the Licensed Field and in the Licensed Territory, to use the Licensed Know-How and the Improvements that are not patentable in the making, development, use, lease, import, export, offer to sell, and sale of Licensed Products.

2.2 Sublicense

2.2.1 "LICENSOR and LICENSEE will agree upon an initial list of companies to which a Sublicense may not be granted, which list shall be attached hereto as Appendix C (the "Excluded Sublicensees"). LICENSOR and LICENSEE will meet annually to review and update the list of Excluded Sublicenses and as deemed appropriate by each Party. LICENSOR and LICENSEE agree that they will act in good faith in the review and updating of the list and will not unreasonably prohibit the removal or addition of a company from or to the list of Excluded Sublicensees. In the event of a dispute with regard to the list of the Excluded Sublicensees, or in the event that one party believes that the other party is acting unreasonably or not in good faith then the parties shall proceed through mediation as required under Section 13. LICENSEE may grant, in its sole discretion, written Sublicenses to third parties which are not Excluded Sublicensees through one or more tiers. For the avoidance of doubt, LICENSEE may not and will not sublicense the Licensed Patents, whether in or out of the Licensed Field and Licensed Territory, to any individual, entity or party not explicitly permitted under this Agreement without the express written consent of LICENSOR. Any agreement granting a Sublicense shall be consistent with the terms and conditions of this Agreement. In the event of termination of this Agreement by LICENSOR, any Sublicense shall, at the Sublicensee's option, survive such termination, provided that the Sublicensee is not in material breach of any of its obligations under such Sublicense and provided that the Sublicensee and LICENSOR enter into a direct license on substantially the same terms as the sublicense. Licensor shall not be required to undertake obligations in addition to those required by this Agreement, and LICENSOR's rights under such direct license shall be consistent with its rights under this Agreement, taking into account the scope of the license granted under such direct license.

2.2.2 In respect to Sublicenses granted by LICENSEE, LICENSEE shall not receive from Sublicensees anything of value in lieu of cash payments in consideration for any Sublicense under this Agreement without the express prior written permission of LICENSOR.

2.2.3 LICENSEE shall provide LICENSOR with a copy of each sublicense agreement within ten (10) days after the execution of any Sublicense and further agrees to forward to LICENSOR annually a copy of all reports received by LICENSEE from its Sublicensees pertinent to payments received under said Sublicense.

2.3 Grant Back

Subject to the terms and conditions of this Agreement, LICENSOR hereby retains the rights under the Licensed Patents and patentable Improvements, to make and use Licensed Products solely for the purpose of conducting internal research at LICENSOR's or LICENSEE's premises.

Section 3: Due Diligence

3.1 Development

LICENSEE agrees and warrants to use commercially reasonable efforts to pursue the development of the technology embodied in the Licensed Patents, principally through sublicensing the Licensed Patents to Third Parties, not including the Excluded Sublicensees;

3.2 Reports

LICENSEE agrees to provide LICENSOR with an annual Development Report fifteen (15) days after the end of the calendar year, respecting efforts taken by LICENSEE and any Sublicensee to develop Licensed Patents. Failure to provide the required reports constitutes a material breach of this Agreement and grounds for termination of the Agreement and the license if not cured according to Section 11 herein.

Section 4: Payments

4.1 Payment of past Intellectual Property Costs

LICENSEE is responsible for settlement and/or payment of all outstanding debt owed by LICENSOR to Foley and Lardner through the Effective Date of this Agreement, including but not limited to, settling and/or paying any and all past, present and future costs, fees and expenses (including without limitation any and all legal fees) related to or associated with the preparation, filing, prosecution, issuance and maintenance of any and all patent or intellectual property protection in the Licensed Territory for the Licensed Patents and the Licensed Products, and the licensing and/or sale of the Licensed Patents and Licensed Products. LICENSOR agrees the amount owed by LICENSEE shall not be materially in excess of that already identified by ISE to LICENSEE as outstanding, which is \$47,154.45. All payments for outstanding debt and past and present fees and expenses (including without limitation any and all legal fees) shall be paid by LICENSEE to Foley and Lardner, provided that LICENSEE and Foley and Lardner may negotiate and agree upon a lower payment in full settlement of the debt or a structured payment arrangement as deemed appropriate.

4.2 Payments respecting amounts received for Sublicenses

LICENSEE shall pay LICENSOR fifty percent (50%) of all consideration received for the Sublicense of the Licensed Patents, including fifty percent (50%) consideration received based on running royalties and fifty percent (50%) of any non-royalty consideration received such as minimum royalties, milestone payments or other payments for a Sublicense of the Licensed Patents. For the avoidance of doubt, for consideration to qualify, the consideration must be consideration for the Sublicense of the Licensed Patents, and not consideration for items like advance payment or reimbursement for product development, payment for equity sold at fair market value, payment for reimbursement of patent costs, payment for a sublicense of other rights, and the like.

4.3 Payments for sales by LICENSEE

In the event that LICENSEE itself develops a Licensed Product, the Parties shall negotiate in good faith commercially reasonable terms for a running royalty or licensee fee to be paid by LICENSEE. In the event that the Parties are unable to agree upon commercially reasonable terms within sixty (60) days of initiating such negotiations, then, at LICENSEE's request, the Parties must submit the determination of commercially reasonable terms to an independent referee agreed upon by Parties who has significant relevant experience in the licensing of medical products. If hired, the referee will work with the parties to resolve the dispute without further action. If the Parties do not agree on a referee within fifteen (15) days after the termination of the sixty (60)-day period immediately following such election, or the parties are unable to resolve the dispute with the referee within thirty (30) days after selection, then either Party may request that an independent accounting or consulting firm ("consultant") be hired to review and decide either the royalty amount or license fee based on current market factors and research that it decides in its sole discretion. The consultant must deliver to the Parties as promptly as practicable (but in any case no later than thirty (30) days from the date of engagement), a report setting forth its determination of the royalty or license fee. The decision of the consultant will be final and non-appealable. The referee's and/or consultant's fees and expenses will be shared equally by the Parties. Each Party shall otherwise bear its own costs. The parties further agree (1) to require the referee or the consultant to execute a non-disclosure agreement and (2) to cooperate fully in the resolution of any dispute hereunder.

4.4 Accounting for Payments

4.4.1 Any amounts that remain unpaid after the date they are due to LICENSOR under this Section 4, Section 7, or any other section of this Agreement will begin to accrue interest at the rate of one and one-half percent

(1.5%) per month commencing the day after the payment is due. However, in no event shall this interest provision be construed as a grant of permission for any payment delays. LICENSEE is responsible for repayment to LICENSOR of any attorney, collection agency, or other out-of-pocket LICENSOR expenses required to collect overdue payments due from this Section 4, Section 7, or any other applicable section of this Agreement

- 4.4.2 Except as otherwise directed, all amounts owing to LICENSOR under this Agreement shall be paid in U.S. dollars to LICENSOR at the following address:

ISE Professional Testing & Consulting Services, Inc,
2007 NW 5th St.
Gainesville, FL, 32603
Attention: RYANNE EARLY

All monies owing stated in currencies other than U.S. dollars shall be converted at the rate shown in the Federal Reserve Noon Valuation - Value of Foreign Currencies on the day preceding the payment due date.

- 4.4.3 An accounting statement showing how any amounts payable to LICENSOR under Section 4.2 or 4.3 have been calculated shall be submitted to LICENSOR on the date of each such payment. The accounting statements must contain a written representation signed by an executive officer of LICENSEE that states that the statements are true, accurate, and fairly represent all amounts payable to LICENSOR pursuant to this Agreement.

Section 5: Consulting services and technology transfer

5.1 Consulting services

LICENSOR will provide consulting services to LICENSEE including but not limited to technical assistance and training, as is necessary, up to fifteen (15) hours per month at a rate equal to the lowest rate charged by LICENSOR in any of its contracts for similar services, and shall use its best efforts to provide services in excess of such amount when reasonably requested by LICENSEE. LICENSEE will notify LICENSOR at least one (1) month in advance of the date services are to be rendered and reimburse LICENSOR for reasonable business and travel costs associated in providing such services.

5.2 Technology Transfer

- 5.2.1 Following the Effective Date, LICENSOR will transfer promptly at the request and expense of LICENSEE the Licensed Know-How. LICENSEE understands and agrees that the Licensed Know-How is the confidential and proprietary information of LICENSOR and LICENSEE agrees to (i) hold and protect the Licensed Know-How as LICENSEE's confidential information, (ii) use the Licensed Know-How only for the purposes of this Agreement, and (iii) disclose the Licensed Know-How only to Sublicensees who have executed an agreement protecting LICENSOR's confidentiality, proprietary and intellectual property rights in the Licensed Know-How with terms at least as restrictive as the provisions of this Agreement.
- 5.2.2 LICENSOR and LICENSEE will promptly establish a commercially viable manufacturing procedure which utilizes the Licensed Know-How for making decellularized Urodele extracellular matrix tissue, which manufacturing procedure will include a black box aspect, LICENSEE may disclose this manufacturing procedure to Sublicensees under the confidentiality provisions as set forth in 5.2.1, EXCEPT THAT, LICENSEE may NOT disclose to Sublicensees the black box aspects of the manufacture procedure.

Section 6: Confidentiality

- 6.1 For the purposes of this Agreement, the term "Confidential Information" shall mean without limitation, ideas, concepts, plans, designs, marketing techniques, sales techniques, forecasts, products, technology,

methods, procedures, pricing, costs, cost reports, customer prospects, designs, computer systems, passwords, computer software, procedures, methods, formulae, financial statements, assets, liabilities, revenues, business methods, marketing information, marketing methods, acquisition plans, contract terms, contract negotiations, compensation information, structures and plans, employee responsibilities and duties, copyright, trademark and patent applications, all business and technical information, data, know-how, costs, projections, samples, revenue projections, business plans, clinical protocols, formulae or other information which are owned or are in the possession of one or more of the parties to this Agreement, disclosed by one Party to the other, directly or indirectly, in writing or orally. Confidential Information does not include information that: (a) is or subsequently becomes part of the public domain through no fault of the Recipient (defined below); (b) is received from a Third Party under no obligation of confidentiality to the Disclosing Party and who has a lawful right to disclose the information; (c) was known by the Recipient prior to the time of first disclosure by the Disclosing Party, as demonstrated by written documentation; or (d) is independently developed by the Recipient without the aid, application or use of such Confidential Information, as demonstrated by written documentation.

- 6.2 This Agreement applies to all Confidential Information disclosed from one party (the "Disclosing Party") to the other (the "Recipient"), as of the Effective Date of this Agreement and does not affect or supersede or novate any prior Agreement, which applies only to information up until the Effective Date of this Agreement.
- 6.3 Each Party agrees not to use the Confidential Information received for any purpose other than in connection with the Licenses granted herein. The Recipient agrees to limit disclosure of the Confidential Information to its employees, officers, directors, Affiliates and consultants with a bona fide need to know, but only to the extent necessary in connection with the Licenses. All individuals receiving access to the Confidential Information must previously have entered into a confidentiality agreement with the Recipient or otherwise be bound under terms at least as restrictive as those contained herein.
- 6.4 Recipient shall hold Confidential Information in strict confidence and agrees to take all reasonable efforts to prevent disclosure of any Confidential Information to persons outside of its own organization and unauthorized use for a period of seven (7) years or in the event that the Confidential Information also constitutes a trade secret, then as long as it remains a trade secret under applicable law.
- 6.5 Any materials or documents of one Party that are furnished to the other Party will be promptly returned to the Disclosing Party, accompanied by all copies of the documentation made by the Recipient, at the Disclosing Party's request, except that one copy of any written information may be retained by the Receiving Party in legal archives.
- 6.6 This Agreement is binding upon and for the benefit of the parties, and the right to the Confidential Information granted to the Recipient may not be assigned; (ii) This Agreement shall not be construed to grant any license or other rights except as specified herein; (iii) Each Disclosing Party warrants that it believes that (a) it is the owner or licensee of its Confidential Information or otherwise has the right to disclose such Confidential Information in its possession and (b) it has the right to enter into the Agreement without any breach of its obligations to others; (iv) Each Disclosing Party makes no other warranty relating to the Confidential Information and the use to be made thereof by the Recipient and disclaims all implied warranties.
- 6.7 The parties agree that the disclosure of Confidential Information by recipient without the Disclosing Party's written permission may cause the Disclosing Party irreparable harm and that any breach of this Agreement may entitle a party injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction.
- 6.8 In the event that any Confidential Information is requested from a Recipient by legal process, such as a subpoena or a request for production, is required to be disclosed by law, or pursuant to the direction of a court or government agency ("Request"), the Recipient must provide the Disclosing Party with prior written notice of the Request within two (2) business days and shall not disclose the Confidential Information absent consent of the Disclosing Party. The Recipient and the Disclosing Party agree to take

all reasonable efforts, collectively and independently, to limit disclosure of the Confidential information in accordance with the law.

Section 7: Certain Warranties and Disclaimers of LICENSOR

- 7.1 LICENSOR represents that it is the owner of the Licensed Patents or otherwise has the right to grant the licenses granted to LICENSEE in this Agreement. However, nothing in this Agreement shall be construed as:
- 7.1.1 a warranty or representation by LICENSOR as to the validity or scope of any right included in the Licensed Patents;
- 7.1.2 a warranty or representation that anything made, used, sold or otherwise disposed of under the license granted in this Agreement will or will not infringe patents of Third Parties;
- 7.1.3 an obligation to bring or prosecute actions or suits against Third Parties for infringement of Licensed Patents; or
- 7.1.4 an obligation to furnish any services other than those specified in this Agreement.
- 7.2 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND VALIDITY OF PATENT RIGHTS CLAIMS, ISSUED OR PENDING. LICENSOR ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY LICENSEE, ITS SUBLICENSEE(S), OR THEIR VENDEES OR OTHER TRANSFEREES OF PRODUCT INCORPORATING OR MADE BY USE OF INVENTIONS LICENSED UNDER THIS AGREEMENT.

Section 8: Record Keeping

- 8.1 LICENSEE and its Sublicensee(s) shall keep books and records sufficiently to verify the accuracy and completeness of LICENSEE's and its Sublicensee(s)'s accounting referred to above, including without limitation inventory, purchase, and invoice records, manufacturing records, sales analysis, general ledgers, financial statements, and tax returns relating to the Licensed Products. All books and records must be preserved for a period not less than three years after they are created or as required by federal law, both during and after the term of this Agreement.
- 8.2 LICENSEE and its Sublicensee(s) agree to take all steps necessary so that LICENSOR may, within thirty (30) days of its written request, audit, review and/or copy all the books and records at a single U.S. location to verify the accuracy of LICENSEE's and its Sublicensee(s)'s accounting. The review may be performed by any authorized employees or contractors of LICENSOR as well as by any attorneys and/or accountants designated by LICENSOR, upon reasonable notice and during regular business hours. If a deficiency, as determined by LICENSOR, with regard to any payment hereunder is determined, LICENSEE and/or its Sublicensee(s) agree to pay the deficiency within thirty (30) days of receiving notice thereof along with applicable interest as described in Section 4. If a payment deficiency for a calendar year exceeds six percent (6%) of the royalties paid for that year, then LICENSEE and its Sublicensee(s) are be responsible for paying LICENSOR's out-of-pocket expenses incurred with respect to such review.

Section 9: Patent Prosecution

- 9.1 LICENSEE shall prosecute and maintain the Licensed Patents using counsel of its choice. LICENSEE shall not be able to delegate this responsibility to a Third Party or an Affiliate. LICENSEE shall provide LICENSOR with advance copies of all patent applications, amendments, and other filings with the United States Patent and Trademark Office and foreign patent offices and all related correspondence. LICENSEE will also provide LICENSOR with copies of office actions and other communications and correspondence

relating to Licensed Patents and received by LICENSEE from the United States Patent and Trademark Office and foreign patent offices. LICENSOR agrees not to disclose any information received to a Third Party. LICENSOR retains the right to comment on prosecution, and LICENSEE shall take into account the reasonable comments made by LICENSOR.

- 9.2 LICENSEE is responsible for and must pay all costs and expenses incurred by LICENSEE and related to the preparation, filing, prosecution (including interferences), issuance, maintenance, defense (including oppositions) and reporting of the Licensed Patents during the term of the Agreement.
- 9.3 LICENSOR shall, at the request and expense of LICENSEE, cooperate in all respects with LICENSEE's efforts in preparing and prosecuting the Licensed Patents, and, to the extent possible and necessary, have its employees appear before patent offices and submit declarations when requested and make available relevant records, papers, information, samples, specimens, and the like.
- 9.4 Unless the Parties mutually agree to abandon a Licensed Patent, if LICENSEE declines to pay for patent expenses for any Licensed Patent or gives sixty (60) days notice that it intends to decline to pay for patent expenses for any Licensed Patent, then the license granted hereunder respecting such Licensed Patent automatically terminates after the expiration of such sixty (60) days in the involved country and/or jurisdiction.

Section 10: Infringement and Invalidity

- 10.1 LICENSEE agrees to inform LICENSOR promptly in writing of any alleged infringement of the Licensed Patents by a Third Party and of any available evidence thereof.
- 10.2 During the term of this Agreement, LICENSEE shall have the right, but shall not be obligated, to prosecute at its own expense any infringements of the Licensed Patents. If LICENSEE prosecutes any infringement, LICENSOR agrees that LICENSEE may include LICENSOR as a co-plaintiff in any suit, without expense to LICENSOR. No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without the written consent of LICENSOR, which consent shall not be unreasonably withheld. LICENSEE shall indemnify LICENSOR against any order for costs, fees and damages that may be made against LICENSOR in such proceedings.
- 10.3 If within six (6) months after having been notified of any alleged infringement, LICENSEE has been unsuccessful in persuading the alleged infringer to desist but has not brought an infringement action against the alleged infringer, or if LICENSEE shall notify LICENSOR at any time prior thereto of its intention not to bring suit against the alleged infringer, then, and in those events only, LICENSOR may, but is not obligated, to prosecute at its own expense any infringement of the Licensed Patents, and LICENSOR may, for those purposes, include LICENSEE as a co-plaintiff in any suit, without expense to LICENSEE. No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without the consent of LICENSEE, which consent may not be unreasonably withheld. LICENSOR will indemnify LICENSEE against any order for costs that may be made against LICENSEE in such proceedings.
- 10.4 In the event that a declaratory judgment action is brought against LICENSOR or LICENSEE by a Third Party alleging invalidity, unpatentability, unenforceability, or non-infringement of the Licensed Patents, LICENSEE, at its option, within twenty (20) days after commencement of such action, may take over the sole defense of the action at its own expense.
- 10.5 In the event that a Party shall undertake the enforcement by litigation and/or defense of the Licensed Patents by litigation, then the other Party shall have the right, but not the obligation, to voluntarily join that litigation, represented by its own counsel at its own expense. In the event that LICENSEE shall undertake the enforcement by litigation and/or defense of the Licensed Patents by litigation, any recovery of damages by LICENSEE for any such suit shall be applied first in satisfaction of any unreimbursed expenses and legal fees of LICENSEE relating to the suit, and next toward reimbursement of LICENSOR for any legal fees, and unreimbursed expenses. The balance remaining from any recovery will be divided equally between LICENSEE and LICENSOR. In the event that LICENSOR undertakes the enforcement by

- 12.1 LICENSEE shall have the right to assign the License Agreement, upon prior written consent from LICENSOR, not to be unreasonably withheld, to an Affiliate or to a Third Party in conjunction with the transfer or sale of substantially all of the assets or stock of the business entity to which the License Agreement relates.

Section 13: Dispute Resolution Procedures

- 13.1 In the event of a dispute between the Parties, they agree and each Sublicensee which enters into a direct license must agree, that all disputes will be resolved through mediation or arbitration exclusively and not in court. If any Party is forced to bring a motion to compel arbitration in court and that motion is granted, then the moving Party is entitled to recover all attorneys' fees and costs related to the court action, and the Parties agree that either the court or arbitrator is authorized to grant those fees as part of a sanction or award against the non-moving Party.
- 13.2 All controversies, claims, demands or disputes arising out of or relating to this Agreement will be resolved by arbitration by a neutral arbitrator. To initiate this process, the Party requesting arbitration must send the other Party written notice demanding arbitration (the "Demand").
- 13.3 The arbitration will be governed by the rules of the American Arbitration Association ("AAA"), but the Parties agree to try to select an arbitrator themselves without requiring the AAA to administer the arbitration. The arbitrator will be selected by mutual agreement of the parties within fifteen (15) days of the Demand being sent. The arbitrator must be an attorney with a background in intellectual property and human biologics. In the event that the Parties are unable to agree to the name of an arbitrator within fifteen (15) days of the Demand being sent, then the case will be transferred to the AAA and selection of the single arbitrator will proceed according to the AAA's rules. To effectuate the transfer, either Party may submit the written demand for arbitration in accordance with the AAA's rules within five (5) days following the expiration of the time to agree to the name of the arbitrator.
- 13.4 In any arbitration proceeding, each Party must submit or file any claim that would constitute a compulsory counterclaim (as defined by the then current rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the demand to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Party subject to the arbitration. The Parties agree that in the arbitration proceeding there will be no depositions and no exchange of information by way of interrogatory.
- 13.5 The arbitration hearing will be held in the City of Gainesville, Florida. A hearing must be scheduled within sixty (60) days of the date of Demand, or in the event that the matter is transferred to the AAA, then within sixty (60) days of the date of the appointment of the arbitrator, who must agree to this time frame prior to appointment. The arbitrator must render his or her decision within thirty (30) days of the close of the arbitration hearing record. The hearing record must close within ninety (90) days of the presentation of the Demand.
- 13.6 The Parties further agree that the award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules") or submitted directly to the AAA for appeal following an independent determination; that the award rendered by the arbitrator must, at a minimum, be a reasoned award; and that the award will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be filed within thirty (30) days of receipt of the award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the AAA. Following the appeal process, the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. If either party takes an appeal, then the award will be final only in accordance with the AAA rules.
- 13.7 At any point in time prior to or after a Demand has been made, either Party may request the other Party to agree to mediation of the dispute through a mutually agreed upon mediator. The request shall be in writing. If the parties cannot agree upon a mediator, then the Party requesting mediation will submit the request to

the AAA to select a mediator for the parties and then mediation will proceed according to the AAA's mediation rules then in effect. In the event a request for mediation is made, then mediation is mandatory. Although mediation is not binding, both Parties recognize that mediation may resolve the disputes without incurring substantial costs and agree to participate in mediation in good faith within thirty (30) days of the request for mediation being made, or as soon as possible thereafter if there is a delay caused solely by the selected mediator's schedule.

Section 14: Product Liability

- 14.1 LICENSEE and Sublicensee(s) shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold LICENSOR, and each of its directors, officers, employees, and agents, and the inventors of the Licensed Patents, regardless of whether such inventors are employed by LICENSOR at the time of the claim, harmless against all claims and expenses, including legal expenses and reasonable attorneys' fees, whether arising from a Third Party claim or resulting from LICENSOR's enforcing this indemnification clause against LICENSEE, arising out of the death or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the development, production, manufacture, sale, use, lease, consumption, marketing, or advertisement of Licensed Products or arising from any right or obligation of LICENSEE hereunder. Notwithstanding the above, LICENSOR at all times reserves the right to retain counsel of its own to defend LICENSOR's, and the inventor's interests.
- 14.2 LICENSEE covenants that (i) LICENSEE or its Sublicensee will maintain liability insurance coverage appropriate to the risk involved in the development, producing, manufacturing, clinical trials, selling, marketing, using, leasing, consuming, or advertising the products subject to this Agreement and (ii) prior to the first use of a Product in a human, LICENSEE's or its Sublicensee's insurance coverage will list LICENSOR as an additional insured. Prior to the first use of a Product in a human and thereafter annually between January 1 and January 31 of each year, LICENSEE will present evidence to LICENSOR that coverage is being maintained with LICENSOR listed as an additional insured. In addition, LICENSEE shall provide LICENSOR with at least thirty (30) days prior written notice of any change in or cancellation of the insurance coverage.

Section 15: Use of Names

Neither Party shall use the names of the other Party, nor of any of either entity's employees, agents, or Affiliates, nor the name of any inventor of Licensed Patents, nor any adaptation of such names, in any promotional, advertising or marketing materials or any other similar form of publicity, or to suggest any endorsement by such entities or individuals, without the prior written approval of other Party, or the individual involved.

Section 16: Miscellaneous

- 16.1 This Agreement is governed by the laws of the State of Florida.
- 16.2 The Parties hereto are independent and not joint venturers or partners.
- 16.3 This Agreement constitutes the full understanding between the Parties with reference to the subject matter hereof, and no statements or agreements by or between the Parties, whether orally or in writing, may vary or modify the written terms of this Agreement. This Agreement may not be amended or modified except in writing as mutually agreed upon by the Parties.
- 16.4 Survival

The provisions of this Section shall survive the termination of this Agreement. Upon termination of the Agreement for any reason, the following sections of the License Agreement will remain in force as non-cancelable obligations:

- Section 6 Confidentiality
- Section 8 Record Keeping
- Section 11.4 Requirement to pay royalties after Agreement termination
- Section 13 Dispute Resolution
- Section 14 Product Liability
- Section 15 Use of Names

Section 17: Notices

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been given:

- if sent by facsimile transmission, when receipt thereof is acknowledged at the facsimile number of the recipient as set forth below, **or**
- the second day following the day on which the notice has been delivered prepaid to a courier service, **or**
- five (5) business days following deposit in the U.S. mail if sent certified mail, **(return receipt acknowledgement is not required to certify delivery).**

17.1 If to LICENSOR:

President
ISE Professional Testing & Consulting Services, Inc.
1909 Hickory Trace Dr.
Fleming Island, FL 32003
Facsimile Number:

With a copy to:
Geoffrey Vickers
Nelson Mullins Riley & Scarborough, LLP
150 4th Ave. N., Suite 1100
Nashville, TN 37219
Facsimile Number: 615-664-5341

17.2 If to LICENSEE:

President
Synogen Management Group, Inc.
6565 NW 81st Blvd
Gainesville, FL 32653
Facsimile Number:

With a copy to:
Edward R. Gates
WolfGreenfield
600 Atlantic Avenue
Boston, MA 02210
Fax: 617-646-8646

Section 18: Contract Authority

18.1 LICENSOR and LICENSEE hereby warrant and represent that the persons signing this Agreement have authority to execute this Agreement on behalf of the Party for whom they have signed.

18.2 Force Majeure

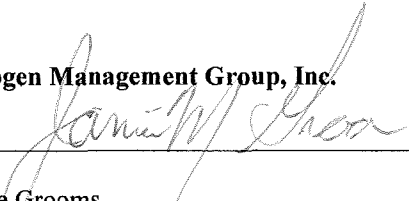
No default, delay, or failure to perform on the part of LICENSEE or LICENSOR shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, hurricane, flood, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the dates indicated below.

ISE Professional Testing & Consulting Services, Inc.

 Date: October 16, 2014
Ryanne Early
President

Synogen Management Group, Inc.

By:  Date: 10/16/, 2014
Jamie Grooms
President

Initials: 

Appendix A

1. Formation of Sublicensee companies
 - a. Last quarter 2014, form NextGen
 - b. 2015 recruit management for Next Gen
 - c. 2015 raise funds with NextGen
 - d. 2015 enter into a sublicense with NextGen
2. Last quarter 2014, establish Black Box manufacture procedure with ISE
3. Sublicensee development program
 - a. 2015 NextGen to establish a development plan for a lead product.
4. LICENSEE development program (only applicable if agreement reached under Section 4.3)
 - a. None planned

Narrative: Synogen will approach the market in two ways. The first is like NeXtGen; where Synogen will form a company, support the hiring of a team, and support fundraising to get specific technology field housed and licensed. The second is straight licensing. Work will be serial, to an extent. The primary focus at the start is the formation and funding and support of NextGen. Upon establishing NextGen to a point of stability, Synogen will start pursuing the next field opportunity, and so on.

Appendix B

1. Efforts made in connection with formation of Sublicensee companies
 - a. Company formation
 - b. Funds raised
 - c. Management recruited
2. Sublicensee development program
 - a. Development activities accomplished, specifying the activity and the date of the accomplishment.
3. LICENSEE development program (only applicable if agreement reached under Section 4.3)