

## LICENSE AGREEMENT

THIS AGREEMENT made as of the 10th day of November 2017. ("Effective Date")

BETWEEN:

**OVATION SCIENCE INC.**, a British Columbia company having its registered office at Suite 704, 595 Howe Street, Vancouver, BC V6C 2T5 ("OVATION");

AND:

**LIGHTHOUSE STRATEGIES, LLC**, a Nevada company with its registered office at Suite 520, S 4th St., Las Vegas, NV 89101 ("LIGHTHOUSE").

WHEREAS:

- A. OVATION is a subsidiary of Skinvisible Pharmaceuticals, Inc. ("SKINVISIBLE"). Skinvisible is in the business of licensing its proprietary recipes, processes, product specifications, standards, trademarks, procedures, rules and methods ("Formulations") and selling its polymer delivery systems to established brand manufacturers and providers of prescription and over-the-counter cosmetic and skin-care products. SKINVISIBLE has exclusively licensed its Formulations made with cannabis and has assigned all existing cannabis license agreements, proprietary manufacturing of both the Polymers and finished Products using the Polymers plus the use of all applicable trademarks to OVATION;
- B. OVATION is the licensee of the Trademarks as set forth on Schedule D that distinguish the Products, the trademark consisting of the intellectual property embodied in the distinctive trade dress, other design devices and packaging elements associated with the Products (the foregoing trademarks, the intellectual property embodied in the distinctive trade dress, other design devices and packaging elements associated with the Products and any additional trademarks that OVATION may adopt from time to time to distinguish the Products are hereinafter referred to as the "Trademarks");
- C. LIGHTHOUSE is in the business of the marketing and distribution of recreational and medical marijuana products and wishes to acquire an exclusive license from OVATION to use the Trademarks, Formulations and Polymer in connection with the manufacturing, packaging, distribution, promotion and sale of the Dispensary Products for Licensed marijuana dispensaries ("Dispensaries") in and throughout the United States and the non-exclusive rights for Non-Dispensary Products in and through-out the United States (together, the "Purpose");
- D. OVATION wishes to grant the requested license to LIGHTHOUSE under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein set forth and other good and valuable consideration, OVATION and LIGHTHOUSE (the "Party" or jointly the "Parties") agree as follows:

## 1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

“**Affiliate**” shall mean any individual or entity directly or indirectly controlling, controlled by or under common control with a Party to this Agreement. For purposes of this Agreement, the direct or indirect ownership of over fifty-percent (50%) of the voting rights of an entity shall be deemed to constitute control.

“**Confidential Information**” means any and all technical or business information, data, designs, concepts, ideas, Product, processes, methods, techniques, specifications, formulas, compositions, samples, know-how, trade secrets, and improvements of a confidential or proprietary nature, whether in tangible form or not, which relate to the Product, or the development, manufacture, end-use, or commercialization thereof, and were disclosed by one Party to the other Party under this Agreement. In addition, Confidential Information includes the terms of this Agreement and its existence. As used herein, “Confidential Information” shall not include information a Party can demonstrate through its records:

- (a) is, at the time of disclosure, available to the general public or;
- (b) becomes at a later date available to the general public through no fault of the receiving Party, and then only after said later date or;
- (c) was already in the possession of the receiving Party without restriction prior to the date of disclosure or;
- (d) is disclosed to the Party without secrecy obligations by a third Party who had a lawful right to disclose it; or
- (e) is independently developed by personnel of the receiving Party who had no direct or indirect access to the Confidential Information of the disclosing Party.

“**Formulation(s)**” shall mean the specific raw ingredients, composition, and process for preparing the Products and its use is part of the Packaging Fee.

“**Launch**” shall mean the first wholesale sale of a Product within the Territory or the first retail sale if the seller is LIGHTHOUSE.

“**Net Revenue**” shall mean annual sales volume net of all returns, discounts and sales taxes.

“**Packaging**” shall mean the combination of OVATION’S Trademarks, Formulations, Patents and Product Specifications as further defined in Schedule A.

“**Patents**” shall mean all those patents whose claims cover the Product including and without limitation, U.S. Patent No. 6,756,059 issued June 29th, 2004 for “Methods of Manufacturing and Using” as part of original Patent Appl. No. 09/933,275 filed August 20, 2001 “Topical Composition, Topical Composition Precursor, Methods for Manufacturing and Using the Same”; and all divisions, continuations, continuation-in-parts, reissues, reexamination applications; extensions, and patents issuing there from, including international patents, which are owned or controlled by Skinvisible and licensed to OVATION pertaining to the Product, Confidential Information, and Improvement Inventions.

“**Polymer**” means the proprietary and patented Invisicare® delivery system technology for use with cannabis which is protected by the Patents or Patents pending.

“**Product(s)**” means topical and transdermal products using non-synthetic, non-engineered cannabinoids for human use and formulated with the Invisicare® Polymer delivery system and defined as:

- (1) From marijuana including but not limited to Cannabidiol (CBD) and / or Tetrahydrocannabinol (THC) and sold exclusively in state licensed recreational or medical marijuana dispensaries (“Dispensary Products”), and;
- (2) Products formulated with non-THC cannabinoids from hemp or marijuana (i.e. CBD) will be non-exclusive for sale outside of state licensed recreational or medical marijuana dispensaries (“Non-Dispensary Products”). Additionally, OVATION, or its affiliates or assigns, retains the right to launch its own Non-Dispensary Products in the United States to sell outside of licensed dispensaries, and
- (3) Exclusions include (a) Synthetic cannabinoids or cannabinoids engineered from any other source other than the hemp or marijuana plant and (b) Products containing hemp seed oil; and (c) Products requiring FDA prescription drug approval.

“**Product Specifications**” shall mean the specifications for the formula for the Product.

“**R&D**” shall mean OVATION’s research and development of the Products.

“**Territory**” shall mean the United States for the markets as defined under Products (i.e. Licensed dispensaries, online and mainstream retail outlets, etc.).

## 2. APPOINTMENT, TERRITORY AND PRODUCT

- 2.1 Subject to the terms hereof, OVATION hereby appoints LIGHTHOUSE and grants to LIGHTHOUSE the exclusive right to, utilize OVATION’S Packaging as defined in Schedule A and Polymer as defined in Schedule B for the Products including the manufacture, distribution, selling, marketing and promotion of the Dispensary Products within the Territory and the non-exclusive right to, manufacture, distribute, sell, market and promote the Non-Dispensary Products within the Territory, including the right to use the subject matter of the Patents which cover the Products. In the event of a change of control of either Party the Agreement will survive the change unless the Parties mutually agree to terminate the Agreement.
- 2.2 LIGHTHOUSE will use the Packaging exclusively for the preparation, packaging, promotion and sale of the Products. LIGHTHOUSE exclusively retains all brand equity rights to the Products which include logos, marketing, brand names and other distinctive marks as well as any clinical or marketing studies generated by LIGHTHOUSE.
- 2.3 OVATION retains the sole and exclusive right at any time to alter or modify the Packaging.

- 2.4 LIGHTHOUSE shall be restricted, except under the direction or consent of OVATION, which shall not be unreasonably withheld, from integrating the Polymer, the Packaging or the Products into the manufacture and production of a separate finished formulation to be distributed, sold, marketed and promoted by or on behalf of LIGHTHOUSE or its permitted agents, associates, or affiliates.
- 2.5 OVATION agrees, at LIGHTHOUSE's request and expense, to place the information and all relevant documentation and instructions necessary to manufacture the Polymer as defined in the License Agreement only (the "Escrow Materials") with an agreed upon escrow agent in the event that OVATION becomes insolvent or bankrupt or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings. The Escrow Materials will be released to LIGHTHOUSE after LIGHTHOUSE makes written request to the escrow agent asserting that OVATION has failed to provide Polymer due to OVATION's insolvency and there is no third-party to which the Polymer is assigned to. LIGHTHOUSE agrees that the Escrow Materials will be used only in accordance with the terms of the License Agreement and only if LIGHTHOUSE continues to be in compliance with the terms of the License Agreement.

3. **LICENSEE NOT MADE AGENT OR LEGAL REPRESENTATIVE**

- 3.1 This Agreement does not render LIGHTHOUSE an agent or legal representative of OVATION for any purpose whatsoever. LIGHTHOUSE is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of OVATION or to bind OVATION in any manner or thing whatsoever.

4. **OBLIGATIONS OF LIGHTHOUSE**

- 4.1 LIGHTHOUSE agrees to provide development space and supplies for OVATION as defined here within ("Development"): LIGHTHOUSE agrees to provide R&D space within 30 days of the Effective Date of this Agreement, R&D equipment, R&D cannabis (CBD & THC or other cannabinoid oils if required) and analytical testing (in-house or at an authorized laboratory) for the development of the Packaging for the Products for a six (6) month period. If required, LIGHTHOUSE will facilitate the process for an agent card(s) for OVATION R&D employee(s). OVATION agrees to develop a minimum of 1 Products using cannabinoids and formulated with the Invisicare® Polymer for LIGHTHOUSE. Development will include formulation research, in-house testing including; accelerated non-GMP stability, release testing and Franz Cell Analysis for transdermal Product(s). All test results, analyses, observations and measurements on the Product (collectively the "OVATION Test Results") shall be provided to LIGHTHOUSE and marked as "OVATION Confidential Information" and subject to the terms of Section 9 Confidentiality. OVATION retains ownership to all Packaging and Products developed under this Agreement and within the R&D space. OVATION does not guaranty it can successfully develop the Products or meet US regulatory approval based on the

product specifications determined by LIGHTHOUSE. OVATION has the right to cease development of a Product if it determines it will be unsuccessful.

4.2 LIGHTHOUSE agrees to Launch the Products within [redacted] of development completion and nationally brand and sell a minimum of [redacted] Dispensary Products and [redacted] Non-Dispensary Products within the Territory including a [redacted] product. LIGHTHOUSE agrees, at their expense, to obtain all approvals necessary for the manufacturing and sale and any regulatory approvals and testing of the Product(s). OVATION makes no guaranty that the Product can or will receive regulatory approval in any jurisdictions of the Territory.

4.3 LIGHTHOUSE agrees not to engage in the marketing and promotion of topical or transdermal cannabis products other than OVATION's with the exception of the [redacted] in the state of Nevada. LIGHTHOUSE further agrees to promote OVATION Products in Nevada with similar or greater marketing efforts as it does with [redacted] products.

4.4 LIGHTHOUSE covenants and agrees with OVATION to reasonably prepare, package, distribute and sell such quantities of the Products as shall satisfy demand for the Products within the Territory.

4.5 LIGHTHOUSE recognizes that OVATION has entered into or may enter into agreements similar to this Agreement with other parties outside the Territory and accepts the reasonable limitations such agreements may reasonably impose on LIGHTHOUSE in the conduct of its business under this Agreement.

4.6 LIGHTHOUSE shall submit to OVATION, upon OVATION's reasonable request and at LIGHTHOUSE's expense, THC level, ingredient analysis, and other Product quality control testing results. Such testing shall be performed by a laboratory in the Territory as reasonably selected or approved by the state where the Products are manufactured.

4.7 LIGHTHOUSE agrees to purchase the Polymer from OVATION as required and pay a packaging fee per Product which includes the use of Ovation's Trademarks, Formulations and Product Specifications ("Packaging Fee") monthly as defined in Schedule A. The Packaging Fee payment is due 30 days following the last day of the previous month so that LIGHTHOUSE can complete an accurate calculation and report to OVATION of the Packaging use including but not limited to:

- (a) Amount of Product(s) manufactured and sold by LIGHTHOUSE;
- (b) Total billings for Product(s) sold by LIGHTHOUSE;

4.8 LIGHTHOUSE agrees to pay OVATION a quarterly minimum Packaging Fee ("Quarterly Minimums") as follows:

- a) A quarterly minimum Packaging Fee begins [redacted] first commercial sale for the Product ("Launch") [redacted] Dispensary Products and [redacted] Non-Dispensary Products where the Launch occurs in a minimum of [redacted] states prior to [redacted] ("Minimum Date") followed by a Launch in a minimum of [redacted] states per year from the Minimum Date, until a

- minimum of \_\_\_\_\_ of all licensed states are reached and maintained by Year \_\_\_\_\_ and for the term of the agreement; and
- b) Beginning in Year 2 after Launch, the Quarterly Minimums will be equivalent to \_\_\_\_\_ (the “Payment”) \_\_\_\_\_ for Dispensary Products with an annual minimum of \_\_\_\_\_ per year. Beginning in Year 2 after Launch, the Quarterly Minimums for Non-Dispensary Products will be equivalent to \_\_\_\_\_; and
- c) Should LIGHTHOUSE cease selling a Product line in the Territory (i.e. CBD only Product), LIGHTHOUSE will inform OVATION in writing that it is relinquishing the rights to the Product and the Quarterly Minimums will be adjusted to exclude the Product in its calculations and OVATION then has the right to Launch or license that Product to a third party.
- 4.9 OVATION shall be entitled to audit the accuracy of the Packaging Fee by receiving the accurate and current information on production, distribution and sales of the Products at such intervals, in such detail and in such form as may be reasonably requested by OVATION once per calendar year. OVATION shall incur the expense of the audit only if it is determined that OVATION received ninety percent (90%) or more of the amounts owed for the period audited and in all other circumstances. LIGHTHOUSE therefore shall incur the expense of the audit if it is determined the amounts owed are less than 90%. The existence of an audit does not suspend or relieve LIGHTHOUSE from their obligation to pay OVATION as set here within this Agreement.
- 4.10 Payments made under this Section 4 are separate and in addition to payments to be made under Section 5 for the Polymer.
- 4.11 All payments by LIGHTHOUSE to OVATION to be made hereunder shall be in United States dollars and payable by wire transfer or electronic funds transfer. Wiring instructions are available in Schedule C.
- 4.12 LIGHTHOUSE agrees to provide samples of the Products to OVATION at cost if requested.
- 4.13 LIGHTHOUSE will alert OVATION before the first Launch of any Products. After the first Launch of a Product, LIGHTHOUSE shall annually provide projections by Product and Product Line (Dispensary and Non-Dispensary) for the coming year.
- 4.14 LIGHTHOUSE covenants and agrees with OVATION:
- (a) that at all times LIGHTHOUSE shall have and maintain, in good standing, all licenses, permits, and approvals necessary and required by state and municipal government organizations within the Territory for LIGHTHOUSE to use Ovation’s Packaging to procure, cultivate, prepare, store, distribute, and sell the Products within the Territory as contemplated under this Agreement;
- (b) LIGHTHOUSE shall comply with all applicable requirements of state and municipal laws regarding regulated marijuana in the Territory, including, but not limited to, all state and municipal laws related to cultivation, storage, preparation,

testing, taxation, security, employee qualifications, and equity ownership restrictions;

- (c) LIGHTHOUSE, and not OVATION, shall be solely responsible for the procurement and/or cultivation of all marijuana and other supplies, ingredients and materials that are required for the proper preparation of the Products per the Packaging requirements; and
- (d) LIGHTHOUSE shall not sell any Products outside of the Territory, nor shall LIGHTHOUSE sell the same to any person or business that LIGHTHOUSE reasonably suspects will transport such items outside of the Territory; and
- (e) LIGHTHOUSE shall not prepare, package, distribute and/or sell any Products without the prior written consent of the Company, which may be withheld, conditioned or delayed in OVATION's reasonable discretion; and
- (f) LIGHTHOUSE shall only package, distribute, and sell the Products that meet OVATION's Product Specifications.

4.15 LIGHTHOUSE shall obtain and maintain a policy of insurance with insurance carriers satisfactory to OVATION giving full and comprehensive coverage both as to amount and risks covered in respect of matters (including the indemnity contained in this Agreement) and shall on request produce evidence satisfactory to OVATION of the existence of such insurance.

4.16 LIGHTHOUSE shall be solely responsible in carrying out its obligations under this Agreement for compliance with all statutes, regulations and by-laws issued by government or local or other competent authorities applicable in the Territory, including, without limitation LIGHTHOUSE's responsibilities set forth in Section 4, and shall inform OVATION immediately of any provision thereof which would prevent or limit in any way strict compliance by LIGHTHOUSE with its obligations under this Agreement.

4.17 LIGHTHOUSE acknowledges and agrees that all costs associated with a recall that are not a result of an act or omission of OVATION shall be the obligation of LIGHTHOUSE, this is to include costs to wholesale value, cost of collection, cost of destruction, legal defense and support costs. Further, LIGHTHOUSE agrees to indemnify and hold harmless OVATION for all ensuing actions, events, and associated costs. Ovation acknowledges and agrees that all costs associated with a recall resulting from an act, omission, or a defect in the Product provided by Ovation (other than an act or omission of Lighthouse) shall be the obligation of Ovation, this is to include costs to wholesale value, cost of collection, cost of destruction, legal defense and support costs. Further, Ovation agrees to indemnify and hold harmless Lighthouse for all ensuing actions, events, and associated costs.

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4.18 Without limiting the generality of the foregoing, LIGHTHOUSE covenants and agrees to comply at all times with (i) all environmental, health and safety laws, regulations, and other legal requirements issued by government authorities applicable to medical marijuana establishments within the Territory by participating regulatory agencies and (ii) OVATION's product standards and specifications, if any, as issued from time to time in writing.

- 4.19 LIGHTHOUSE agrees to provide its own finances required for the Purpose of this Agreement and use its reasonable efforts to brand the Products nationally, use its reasonable efforts to find state licensed producers nationally and use its reasonable efforts to obtain sales for the Products.

5. **TERMS AND CONDITIONS OF POLYMER ORDERS**

The Polymer shall be sold to the LIGHTHOUSE by OVATION according to the terms and conditions and at the pre-determined prices defined in Schedule B: "Terms and Conditions of Polymer Orders".

6. **OBLIGATIONS OF OVATION**

- 6.1 OVATION shall at all times during the Term of the Agreement:
- (a) Provide research and development ("R&D") for the Products as demand requires however both Parties acknowledge that the amount of time allocated to R&D is at the discretion of OVATION;
  - (b) Permit LIGHTHOUSE to use OVATION's Invisicare, and Ovation Science trademarks (collectively "Trademarks") for the sole purpose of advertising, marketing and distributing the Product within the Territory, and strictly in accordance with the terms and conditions of the Trademark License Agreement of Schedule D, and trademark specifications outlined in Schedule D.
- 6.2 OVATION hereby grants LIGHTHOUSE a royalty-free, non-exclusive, non-transferable license to use OVATION's Confidential Information, Improvement Inventions, and Patents that are directly relevant to the advertising, marketing, distribution, and sale of the Product within the Territory under this Agreement, and the manufacture by LIGHTHOUSE of the Product, where applicable under Section 7. This license is limited in scope, and shall not authorize LIGHTHOUSE to use OVATION's Confidential Information, Improvement Inventions, or Patents outside of this Agreement without OVATION's prior, written consent.

7. **RIGHT TO MANUFACTURE**

- 7.1 LIGHTHOUSE shall have the right to manufacture the Products and use the Packaging covered by this Agreement, provided that: (a) LIGHTHOUSE makes the Products strictly in accordance with the Formulation, and that it achieves the Product Specifications received from OVATION; (b) LIGHTHOUSE sources the Polymer for the Products from OVATION; (c) LIGHTHOUSE applies OVATION's Invisicare® Trademark in a prominent fashion to all packaging, labels, tags, advertising, and promotional materials, including electronic mediums, associated with the Products and appropriately indicates on afore mentioned promotional materials that the trademarks are under license from OVATION; and (d) LIGHTHOUSE pays OVATION the Packaging Fee and Quarterly Minimums due pursuant to Section 4.
- 7.2 LIGHTHOUSE shall mark all Product and Product packaging with the OVATION's appropriate patent number reference(s) in compliance with the requirements of U.S. law, 35 U.S.C. § 287 or equivalent applicable law in the Territory.



- 7.3 OVATION shall disclose to LIGHTHOUSE as soon as reasonably practicable the Formulations, Product Specifications, and manufacturing know-how in sufficient detail (using reasonable commercial efforts) to enable LIGHTHOUSE to make the Product. This information shall be treated as OVATION's Confidential Information pursuant to Section 9. Notwithstanding the foregoing, OVATION shall not be required to disclose any specific information to LIGHTHOUSE in the event that any agreement with a third Party would preclude OVATION from doing so.
- 7.4 LIGHTHOUSE shall bear all costs associated with the: (a) disclosure of the Formulations, Product Specifications, manufacturing know-how; (b) adapting such information or technology for its use by LIGHTHOUSE; (c) any necessary training; (d) any documentation done for LIGHTHOUSE's internal purposes; and (e) any registration, clinical safety or efficacy studies required by the regulatory authorities in the Territory for Product registration and commercialization. If any studies are required or conducted by LIGHTHOUSE, LIGHTHOUSE will provide to OVATION with a copy of the protocol and the final report and OVATION will be allowed to use or refer to these studies in support of product sales outside the Territory.
- 7.5 LIGHTHOUSE shall permit duly authorized representatives of OVATION, at reasonable times, upon reasonable notice, and in the company of LIGHTHOUSE's employees, to enter any facility where the Product is being manufactured for the purpose of: (a) inspecting those portions of the facility used in the manufacture, handling, or storage of the Product; (b) ensuring that the provisions of this Agreement are being complied with by LIGHTHOUSE. Such representatives shall comply with all of LIGHTHOUSE's plant safety and other rules and regulations while at the facility.

## 8. IMPROVEMENT INVENTIONS

- 8.1 LIGHTHOUSE shall have no right to make any modifications or improvements to the Product without OVATION's prior, written permission. Modifications or improvements to the Product will not be unreasonably withheld. In the event that LIGHTHOUSE does conceive, develop, or reduce to practice any invention or other information arising from or based upon the use of OVATION's Confidential Information or Product (hereinafter "Improvement Invention"), then OVATION shall be the sole owner of such Improvement Invention, which shall be subject to the exclusive License grant of Section 2. Should LIGHTHOUSE desire modification or improvement to be made to the Product, it shall then contract with OVATION under a separate agreement to develop such modifications or improvements.
- 8.2 Only OVATION shall have the right, in its sole discretion, to patent the Product(s) and Improvement Inventions.

## 9. CONFIDENTIALITY

- 9.1 Each Party recognizes the importance to the other Party that of that other Party's Confidential Information, and such information is critical to the business of the

disclosing Party. Each Party recognizes that neither Party would enter into this Agreement without assurance that its Confidential Information and the value thereof will be protected as provided in this Section 9 and elsewhere in this Agreement. Accordingly, and without limitation, OVATION acknowledges and agrees that it shall not be entitled to disclose the existence of this Agreement without LIGHTHOUSE's prior written consent.

- 9.2 All Confidential Information shall remain the property of the disclosing Party. The receiving Party shall hold in strict confidence the disclosing Party's Confidential Information and with no less than the same degree of care that it holds its own confidential and proprietary information and it will take all reasonable precautions to protect such Confidential Information. The receiving Party shall make the Confidential Information received under this Agreement available only to those of its employees who have a need to know the same in connection with their work assignments to further the objectives contemplated under this Agreement. No disclosures to third parties shall be made by the receiving Party of such Confidential Information without the prior written approval of the disclosing Party. The receiving Party will use the disclosing Party's Confidential Information only for the purposes and under the circumstances provided in this Agreement.
- 9.3 Upon any termination of this Agreement, or earlier at a Party's request, each Party will return the other Party's Confidential Information and all documents or media containing any such Confidential Information to the other Party, except that the receiving Party has the right to keep one copy of such information for legal purposes (which shall remain subject to the confidentiality provisions set forth herein), including, but not limited to, copies of all documentation required by any regulatory body within the Territory.
- 9.4 Each Party acknowledges and agrees that the other Party shall be entitled to appropriate equitable relief in addition to whatever remedies it may have at law in the event of a breach by the other Party of its covenants contained in this Section 9. The foregoing provision is in addition to, and not in limitation of, any and all remedies at law, in equity or otherwise, that the non-breaching Party may have upon the other Party's breach of this Agreement.
- 9.5 Except as otherwise provided in this Agreement, either Party shall immediately notify the other Party of any private or governmental request for Confidential Information or any other information or documents relating to the Product or this Agreement. Each Party shall have the right to participate in the other Party's response to any such request. If a Party receives any legal instrument requiring the production of data, work papers, reports, or other materials relating to this Agreement, that Party shall:
  - (a) give the other Party, if possible, the opportunity to participate in quashing, modifying or otherwise-responding to any compulsory process in an appropriate and timely manner; and
  - (b) cooperate fully with the other Party's efforts to narrow the scope of any such compulsory process, to obtain a protective order limiting the use or disclosure of the information sought, or in any other lawful way to obtain continued protection of the Confidential Information.

- 9.6 If either Party becomes aware of the loss, theft or misappropriation of Confidential Information which is in its possession or control, it shall notify the other Party in writing within seven (7) days of its discovery of such loss, theft or misappropriation.
- 9.7 The rights and duties of this Section 9 shall survive the termination of this Agreement, whether upon expiration or termination by either Party.

## 10. TERM AND TERMINATION

- 10.1 This Agreement shall continue in full force and effect unless otherwise terminated as provided in Section 10.2 below, or by mutual written consent of the Parties hereto.
- 10.2 Either Party may terminate this Agreement at any time as follows:
- (a) By either Party, effective immediately, in the event that the other Party should fail to materially perform any of its material obligations under this Agreement and should fail to remedy such failure within thirty (30) calendar days after receiving written demand to remedy such failure.
  - (b) By either Party, upon thirty (30) days' written notice if a force majeure event described in Section 14.1 shall have occurred and continue for sixty (60) days.
- 10.3 OVATION may terminate this Agreement at any time if LIGHTHOUSE should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, or if such other Party should be nationalized or have any of its material assets expropriated.
- 10.4 OVATION shall have the right to cancel the license and license the Products to any third party in the event LIGHTHOUSE:
- (a) does not Launch the Product in the Territory as detailed in Section 4.2 and such failure is not attributable to the factors defined in Section 14.1 and;
  - (b) does not meet the Quarterly Minimums payments as detailed in Section 4.8.
- 10.5 Notwithstanding the provisions of Section 12 hereof, OVATION shall not, by reason only of the expiration or termination of this Agreement in accordance with the terms of this Agreement, be liable in any manner whatsoever to LIGHTHOUSE for any damage of any kind whether direct, indirect or consequential, or for any profits on anticipated sales, or for any expenditures or investments.
- 10.6 This Agreement may also be terminated by mutual agreement of the Parties.
- 10.7 Lighthouse may terminate this Agreement at any time in the event that it does not meet the Quarterly Minimums payments as detailed in Section 4.8.

## 11. EFFECT OF TERMINATION

- 11.1 The rights, duties and obligations of the Parties upon and following the expiration or termination of this Agreement however occurring shall be governed by the following provisions:

- (a) The termination of this Agreement shall not release or affect, and this Agreement shall remain fully operative as to, any obligations or liabilities incurred by either Party prior to the effective date of such termination and in the event of a breach or default by a party, the non-defaulting party shall be entitled to pursue such remedies as are available at law and in equity;
- (c) OVATION, subject to its production capabilities, shall fill all orders submitted by LIGHTHOUSE during the term of this Agreement regardless of whether any of the Polymer in such orders are to be delivered after the expiration or termination of this Agreement. During such period of time that OVATION is filling such orders, all terms of this Agreement shall apply between the Parties with respect to such production; and;
- (d)
- (e) Upon the effective date of termination of this Agreement, the Parties hereto acknowledge that the provisions set forth in Section 2 herein will no longer be in effect and that any limitations on the Parties pertaining to sales and marketing and potential customers are dissolved and the Parties are free to contract with any third Party for future business; and;
- (f) Termination or expiration of this Agreement for any reason shall not relieve the Parties of their obligations under Sections 8, 9, 11, 13, and 14 of this Agreement
- (g) Upon Termination of this Agreement LIGHTHOUSE shall have a period of  
to sell off any unsold inventory of the Product in the  
Territory.

## 12. WARRANTY AND REPRESENTATIONS

- 12.1 As an essential term of this Agreement, each Party hereby warrants and represents to the other Party that it is entitled to disclose to and license the other Party to use its Confidential Information, Improvement Inventions, and Patents under the terms of this Agreement without violating the trade secret or contractual rights of any third Party.
- 12.2 OVATION represents and warrants:
- (a) It is the sole and exclusive licensee of all right, title and interest in the Product in the Territory, free and clear of any claim, security interest, pledge, option, charge, or encumbrance;
  - (b) That it has the sole right to grant the licenses contained within this Agreement and that it has not granted any other license of the Product in the Territory to any third party except for the non-exclusive Non-Dispensary product line;
  - (c) That as of the date of this Agreement, it is not engaged in any litigation or conflict of any nature whatsoever involving the Product and no claim has been made or threatened in respect of the Product;
  - (d) That the licenses granted herein do not conflict with the OVATION's agreement with any third party and, to the best of its knowledge and belief; do not infringe on the rights of any third party.

## 13. INDEMNIFICATION

- 13.1 Each Party shall indemnify, defend and hold harmless the other Party from any and all claims, costs, liabilities, or damages (including reasonable attorney's fees) arising from its:
- (a) uncured material breach of this Agreement;
  - (a) breach of any Warranty or Representation provided pursuant to Section 12;
  - (b) grossly negligent, or willful acts or omissions. Each Party shall be responsible for any and all damages that it is subjected to by means of its own grossly negligent or willful acts or omissions.
- 13.2 In the event a third-party lawsuit is filed against a Party (the "Indemnitee") due to the grossly negligent, or wilful actions or omissions of the other Party (the "Indemnitor"), then the Indemnitee shall promptly provide notice of such suit to the Indemnitor, and permit the Indemnitor to control its defense, including the terms under which any such suit is settled. The Indemnitee shall provide all reasonable cooperation to the Indemnitor at the Indemnitor's reasonable expense in the defense of that suit.
- 13.3 Provided LIGHTHOUSE gives OVATION prompt written notice of any claim, OVATION will indemnify, defend and hold LIGHTHOUSE harmless from any and all claims, suits, actions, proceedings, costs and expenses, including reasonable attorney fees and expenses, incurred by LIGHTHOUSE arising from any claim by a third party that the Confidential Information, Improvement Inventions and Patents, Polymer or Product, of OVATION included in this Agreement infringe on the proprietary rights of a third party. The defense and settlement of any such claim will be the sole responsibility of OVATION.
- 13.4 In the event that LIGHTHOUSE believes there is a third party infringing on a OVATION Patent, LIGHTHOUSE shall provide OVATION with notification and reasonable evidence of such activities. LIGHTHOUSE will reasonably cooperate with OVATION in such enforcement action by, for example, providing OVATION with reasonable access to materials and witnesses. LIGHTHOUSE will have the right to consult with OVATION and be represented by independent counsel at their own expense. OVATION will reasonably defend its Patents and has the sole authority to settle any such enforcement action. Any monetary recovery resulting from an enforcement action or the settlement thereof shall be distributed as follows: (a) OVATION and LIGHTHOUSE shall first be reimbursed for any expenses they incurred for the enforcement action according to their respective proportion of the total expenses for OVATION and expenses pre-authorized by OVATION for LIGHTHOUSE; and (b) in the event the recovered amount is not exhausted pursuant to (a), the remaining amount of the recovery shall be applied to compensating OVATION initially, and then LIGHTHOUSE for the damages they incurred; and (c) in the event the recovered amount is not exhausted pursuant to (a) and (b), the remaining amount will be divided as determined by OVATION.

#### 14. MISCELLANEOUS PROVISIONS

- 14.1 Neither Party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or

negligence of such Party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations which would prohibit either Party from ordering or furnishing the Polymer or Product, or from performing any other aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor, supplies or manufacturing facilities.

- 14.2 LIGHTHOUSE agrees to mark the Products sold in the USA with all applicable US patent numbers.
- 14.3 Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the Parties or under applicable law.
- 14.4 Each Party hereby acknowledges receipt of a signed copy of this Agreement.
- 14.5 Nothing contained in this Agreement shall create or shall be construed as creating a partnership, a joint venture, agency or employment relationship between the Parties. The Parties agree to perform their obligations in accordance with this Agreement at arms' length and only as independent contractors. Neither Party has the right or authority to assume nor create any obligations or responsibilities, express or implied, on behalf of the other Party, and neither Party may bind the other Party in any manner or thing whatsoever. Neither Party shall be liable, except as expressly provided otherwise in this Agreement, for any expenses, liabilities or other obligations incurred by the other.
- 14.6 OVATION and LIGHTHOUSE each represent and warrant to the other that it is duly organized, validly existing and in good standing under the laws of the State, Province, Country or Commonwealth (as applicable) in which incorporated, and that it has full corporate power and authority to carry on the business presently being conducted by it and to enter into and to perform its obligations under this Agreement.
- 14.7 OVATION and LIGHTHOUSE each represent and warrant to the other that it has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of each Party's respective obligations hereunder. Each Party's officer executing this Agreement on its behalf has the legal power, right and authority to bind the Party to the terms and conditions of this Agreement, and when he or she executes and delivers this Agreement and any instruments contemplated herein, he or she will have the power, right and authority to bind the Party thereto.
- 14.8 All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopy, facsimile transmission or other electronic means of transmitting written documents with confirmation of receipt; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier services with confirmation of receipt. The respective addresses to be used for all such notices, demands or requests shall be

as set forth on page 1 hereof or to such other person or address as either Party shall furnish to the other in writing from time to time. If personally delivered, such communication shall be deemed delivered upon actual receipt by the "attention" addressee or a person authorized to accept for such addressee; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt by the "attention" addressee or a person authorized to accept for such address; and if sent by mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 14.8.

- 14.9 Neither Party shall issue a press release or public announcement relating to this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, except that a Party may (i) once a press release or other public statement is approved in writing by both Parties, make subsequent public disclosure of the information contained in such press release or other written statement without the further approval of the other Party, and (ii) issue a press release or public announcement as required to be made by law or the regulations of any state, provincial or federal governmental agency, and (iii) use the other Party's name, URL and logo on its website, publications and for corporate and financial presentations. Without limiting the foregoing, the Parties agree that nothing herein shall constitute an endorsement of the other.
- 14.10 This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.
- 14.11 This Agreement is not intended, nor shall it be construed, to confer upon any person except the Parties hereto and its successors and permitted assigns any rights or remedies under or by reason of this Agreement, except as contemplated herein.
- 14.12 This Agreement and all matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, USA.
- 14.13 The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- 14.14 Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws as to be valid and enforceable or, if it cannot be so

amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

- 14.15 No waiver of a breach of any provision of this Agreement shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
- 14.16 This Agreement may not be assigned by LIGHTHOUSE without the prior written consent of OVATION which may not be unreasonably withheld. OVATION may assign all of its rights and obligations hereunder to a OVATION Affiliate or to any entity to which OVATION assigns the Product or Polymer rights who shall be bound by the same standards as OVATION. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 14.17 All prices quoted in this Agreement are in US funds and are exclusive of all applicable sales, use or other excise taxes (including sales tax and goods and services tax). LIGHTHOUSE is responsible for all taxes, duties and similar charges customary for a buyer of product and services as herein contemplated.
- 14.18 All disputes, claims or controversies arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be finally settled in United States under the Rules of Commercial Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Las Vegas, Nevada.
- 14.19 The Parties agree to execute such documents, make such filings and take such actions as may be reasonably necessary at the request of the other Party to give full force and effect to the provisions hereof.
- 14.20 This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same instrument. This Agreement may be delivered by personal delivery, electronic or facsimile transmission.

*[Remainder of page intentionally left blank; signature page to follow.]*



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

**OVATION SCIENCE INC.**  
A British Columbia Corporation

By: Terry Howlett

Date: NOV. 10/17

Name: Terry Howlett

Title: President / CEO

And;

**LIGHTHOUSE STRATEGIES, LLC**  
A Nevada Limited Liability Company

By: Michael Hayford

Date: November 10, 2017

Name: Michael Hayford

Title: Managing Partner

Skinvisible Pharmaceuticals, Inc. represents and warrants to Lighthouse that Ovation holds the licenses and rights granted hereunder to Lighthouse, from Ovation, pursuant to existing licensing rights and agreement(s) and such shall remain in existence throughout the term of this Agreement.

Skinvisible Pharmaceuticals, Inc.

By: Terry Howlett

Name: TERRY HOWLETT

Its: President/CEO

**SCHEDULE A**

**TERMS AND CONDITIONS OF PACKAGING & PACKAGING FEE**

The Packaging Fee is comprised of Ovation's Trademarks (as defined in Schedule D), Formulations and Product Specifications as defined below:

**PACKAGING FEE PER  
PRODUCT**

<b>WHOLESALE PRICE PER PRODUCT*</b>									

\*Wholesale prices may vary and can be mutually adjusted

## SCHEDULE B

### TERMS AND CONDITIONS OF POLYMER ORDERS

1. The Polymer shall be sold to LIGHTHOUSE by OVATION at the pre-determined prices set forth in Schedule B hereto. LIGHTHOUSE does not receive any payment or make any claim for revenue whatsoever based on any sale of Polymer. Any change in the price of the Polymer shall not affect orders by LIGHTHOUSE that were accepted by OVATION prior to such change. As business conditions warrant, OVATION shall have the unrestricted right to change the price of the Polymer, provided that the increase is directly attributable to higher costs of raw materials, other manufacturing costs, or an increase in the Cost of Living Index, and that OVATION provides LIGHTHOUSE ninety (90) days prior written notice of any such price increase before it becomes effective. Furthermore;

- a) LIGHTHOUSE shall pay for all orders for Polymer by electronic bank transfer in favor of OVATION.
- b) The purchase price for each order of Polymer as evidenced by invoice to LIGHTHOUSE must be paid by LIGHTHOUSE within thirty (30) days from shipment and LIGHTHOUSE shall incur all shipping, duties, custom clearance expenses and packaging costs.

2. LIGHTHOUSE shall submit a written purchase order to OVATION specifying the amount of Polymer required. OVATION agrees to provide an acceptance of an order within two (2) business days after receiving a written purchase order from LIGHTHOUSE. In the unforeseen event that raw materials are not available from suppliers due to shortages or unforeseen events, LIGHTHOUSE will be informed in writing of any delays within two (2) business days of receipt of the purchase order.

3. All of the Polymer ordered by LIGHTHOUSE shall be shipped within eight (8) weeks from the date the acceptance of an order has been delivered to LIGHTHOUSE and shall carry an expiration date balance of a minimum of six months. All Polymer orders must be shipped within five (5) business days of notification that the Polymer is ready for delivery. Delivery of all Polymer sold by OVATION to LIGHTHOUSE shall be F.O.B. US, the place of Polymer manufacture. The method and route of shipment shall be at the sole discretion of LIGHTHOUSE subject to OVATION's guidelines for the method and conditions of shipment which would provide for arrival of the Polymer at LIGHTHOUSE's point of delivery in substantially the same condition as such Polymer were at the point of shipment. These guidelines include conditions regarding temperature (which shall not exceed at a maximum of 45 degrees Celsius and at a minimum of 4 degrees Celsius) to preserve the quality and integrity of the Polymer during shipment. Failure of LIGHTHOUSE to abide by OVATION's guidelines in the shipment of the Polymer shall bar LIGHTHOUSE from making any claim whatsoever against OVATION arising from any defect in the Polymer which occurred or arose during shipment. Nothing in this section shall mean or be implied to mean that there is any shifting of the risk of loss of goods to OVATION once such goods are placed in the control of LIGHTHOUSE's carrier. All such risk of loss is borne by LIGHTHOUSE once the Polymer to be shipped has been placed in the control of the carrier.

4. Title to the Polymer shall pass from OVATION to LIGHTHOUSE once the Polymer has been placed in the control of LIGHTHOUSE's recognized commercial carrier of the Polymer for shipment to LIGHTHOUSE or approved manufacturer.

5. OVATION shall deliver the Polymer to LIGHTHOUSE free and clear of all liens, encumbrances and security interests and shall not, without the prior written consent of LIGHTHOUSE: (a) transfer, deliver or otherwise provide the Polymer as listed in the written purchase order submitted by LIGHTHOUSE to any other person or entity; or (b) assign any rights to the Polymer as listed in the written order submitted by LIGHTHOUSE to any other person or entity.

6. Prior to receiving an acceptance of the written order from OVATION, LIGHTHOUSE may cancel any order at any time, with or without cause, and LIGHTHOUSE's liability for such cancellation shall be limited to OVATION's out-of-pocket costs and expenses incurred for such cancelled order.

7. LIGHTHOUSE shall give notice to OVATION of any claims relating to the non-conformity of Polymer. LIGHTHOUSE shall make all claims with respect to the Polymer as follows:

- a) Any claim that a shipment contains a shortage of Polymer or other error in delivery, where the fault lies with OVATION and not LIGHTHOUSE's carrier, must be made by LIGHTHOUSE to OVATION in writing within five (5) days from the date of delivery to LIGHTHOUSE's manufacturer of such shipment of Polymer together with a reasonable description of the delivery error. LIGHTHOUSE's failure to make a claim in accordance with the foregoing sentence shall constitute agreement by LIGHTHOUSE that there was no error in delivery. Provided that LIGHTHOUSE makes a claim in accordance with this Section 7.1 and proves that the shipment contained a shortage of Polymer or other error in delivery, OVATION, at LIGHTHOUSE's option, shall deliver to the Customer to such location(s) previously designated by LIGHTHOUSE, at OVATION's risk and cost and expense, the number of Polymer in shortage in such shipment, or credit LIGHTHOUSE the amount of such shortage.
- b) In the event that LIGHTHOUSE claims that upon delivery any of the Polymer is non-conforming because the Polymer is not consistent with the Certificate of Analysis, LIGHTHOUSE may reject the same, provided that:
  - i. within ten (10) days after receipt by LIGHTHOUSE of such shipment of Polymer, and LIGHTHOUSE notifies OVATION in writing of the nonconformity;
  - ii. LIGHTHOUSE sends the Polymer out for further review and inspection and it is determined that the Polymer are not consistent with the Certificate of Analysis;
  - iii. LIGHTHOUSE returns to OVATION, at OVATION's request and expense, the rejected Polymer or shipment, subject to the terms and conditions hereinafter provided, within five (5) days after LIGHTHOUSE receives notice that the further review and inspection of the Polymer found the Polymer to be inconsistent with the Certificate of Analysis, and none of the Polymer has been changed from its original condition.
  - iv. LIGHTHOUSE's failure to make a claim in accordance with the foregoing sentences in this Section 7.2 shall constitute unqualified acceptance of all shipments and Polymer.
- c) Following receipt of the rejected Polymer under this Section 7.2, OVATION shall ship Polymer consistent with the Certificate of Analysis within twenty-one (21) days of OVATION receiving notification from LIGHTHOUSE and determining that replacement

is required. Provided that the rejected Polymer has been rejected by LIGHTHOUSE in accordance with the terms of this Section 7.2 and are proved to have been non-conforming, then OVATION shall credit LIGHTHOUSE for the cost of the Polymer and all costs and expenses incurred by LIGHTHOUSE in shipping the rejected Polymer back to OVATION, if such Polymer return requested is made by OVATION to LIGHTHOUSE. LIGHTHOUSE shall pay the costs of the conforming Polymer within thirty (30) days after receipt by LIGHTHOUSE.

8. The warranty for defective Polymer of OVATION as from time to time in effect shall be applicable to all sales of the Polymer by OVATION to LIGHTHOUSE. Notwithstanding the provisions of Section 12 hereof, OVATION shall have no obligation or liability to LIGHTHOUSE for any loss, damage or expense of any kind caused directly or indirectly by the Polymer or the use, maintenance, repairs or adjustments of or to the Polymer except as may be provided in such warranty.

9. LIGHTHOUSE agrees to purchase the Invisicare Polymer from OVATION as per the terms and conditions here within including:

**SCHEDULE C**

**ELECTRONIC BANK WIRING INSTRUCTIONS**

The bank wire information is as follows:

**BENEFICIARY BANK:** BMO BANK OF MONTREAL  
595 BURRARD STREET  
VANCOUVER, B.C., V7X L17  
CANADA

**SWIFT CODE:** BOFMCAM2

**US ACCOUNT NUMBER:**

**BENEFICIARY NAME:** OVATION SCIENCE INC.  
1085-555 BURRARD ST.  
VANCOUVER, BC CANADA V7X1M8

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## SCHEDULE D

### TRADEMARK LICENSE AGREEMENT

BY AND BETWEEN;

**OVATION SCIENCE INC.**, a company having its registered office at Suite 704, 595 Howe Street, Vancouver, BC V6C 2T5 ("OVATION");

AND

**LIGHTHOUSE STRATEGIES, LLC**, a company with offices c/o 520 S 4th St Las Vegas, NV 89101 ("LIGHTHOUSE").

WITNESSETH:

WHEREAS, OVATION is the owner of the trademark OVATION, and a licensee of the trademark Invisicare from Skinvisible Pharmaceuticals, Inc. which are the subject of Trademark Registrations in the Territory (collectively "Trademarks");

WHEREAS, LIGHTHOUSE desires to obtain a license to use the said Trademarks in connection with the use of the Packaging for the advertising, marketing, distribution, and sale of the Product within the Territory under the terms and conditions of the License Agreement between the Parties of even date herewith ("Agreement"), as such Product and Territory terms are defined therein; and

WHEREAS, OVATION is willing to permit LIGHTHOUSE to use the Trademarks under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and obligations herein contained, the Parties agree as follows:

1. OVATION hereby grants to LIGHTHOUSE, subject to all the terms and conditions herein contained, a non-exclusive, royalty-free, non-transferable license to use the Trademarks for the sole purpose of manufacturing, advertising, marketing, distributing, and selling the Product within Territory strictly in accordance with the terms and conditions of the Agreement.
2. LIGHTHOUSE agrees that it will use the Invisicare Trademark on all Product or on the packages for such Product, but only on Product which are produced and packaged in strict compliance with the standards and directions laid down in writing by OVATION; and further agrees that it will use the Trademark only on or in connection with Product which meets or exceeds OVATION's standards.
3. OVATION shall have the right at all reasonable times to inspect and examine the methods, processes, containers, and materials used by LIGHTHOUSE in producing the

Product on which LIGHTHOUSE uses the Trademarks, and to request samples of such Product and associated materials, and LIGHTHOUSE agrees to permit such inspections and examinations and to furnish such samples.

4. LIGHTHOUSE shall have the right to refer to the Trademarks in advertising and promotional literature and the like, as well as on labels for the Products sold under the Trademarks. LIGHTHOUSE agrees that, on each label, advertisement, or other piece of material for the Product, such Trademarks shall be conspicuously displayed and shall be keyed by a footnote reading "Invisicare® is a registered trademark used under license from OVATION Science Inc." ("Licensing Footnote") LIGHTHOUSE further agrees that all labels, advertising, and other materials must display Trademarks and Licensing Footnote, and which have not been supplied to LIGHTHOUSE by OVATION, must have the prior approval of OVATION, and LIGHTHOUSE agrees to submit samples of all such labels, materials, etc. to OVATION prior to their production and use.
5. LIGHTHOUSE acknowledges OVATION's exclusive ownership of all right, title, and interest in and to the Trademarks, and agrees that LIGHTHOUSE's use of the Trademarks shall inure to the benefit of OVATION. LIGHTHOUSE further agrees that it will in no way dispute, impugn, or attack the validity of said Trademarks or rights thereto.
6. The term of this Trademark License Agreement shall be the same as the term set forth in Section 10 of the licensing Agreement. Once LIGHTHOUSE ceases to distribute and sell the Product, it shall immediately stop using the Trademarks.
7. If, at any time, LIGHTHOUSE should use the Trademarks for goods not produced in accordance with the standards and directions laid down by OVATION, or for goods not meeting the quality standards set forth in the Licensing Agreement, or if, at any time, LIGHTHOUSE breaches any other provision of this Agreement or fails to observe any of its obligations hereunder, then the license granted herein shall terminate thirty (30) days after receipt of written notice from OVATION to that effect, provided that LIGHTHOUSE has not cured any breach or default to the satisfaction of OVATION by the end of said thirty (30) day period.
8. This Agreement may not be assigned or otherwise transferred by LIGHTHOUSE (by operation of law or otherwise) to any entity without prior written consent of OVATION which will not be unreasonably withheld.
9. LIGHTHOUSE agrees to notify OVATION immediately of any apparent infringement of the Trademarks. OVATION shall take such action regarding such infringement as it deems, in its reasonable discretion, to be necessary or desirable, and LIGHTHOUSE agrees to reasonably cooperate therein.
10. OVATION will maintain its current Trademark registrations at its own cost.