

ESTTA Tracking number: **ESTTA1061685**Filing date: **06/12/2020**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92065804
Party	Defendant Charles E. Runels, Jr.
Correspondence Address	PATRICK J ARNOLD JR MCANDREWS HELD & MALLOY LTD 500 W MADISON ST, 34TH FL CHICAGO, IL 60661 UNITED STATES parnold@mcandrews-ip.com, kramlose@mcandrews-ip.com, dscott@mcandrews-ip.com, sld@nixonvan.com, nixonptomail@nixonvan.com 312-775-8000
Submission	Testimony For Defendant
Filer's Name	Patrick J. Arnold Jr.
Filer's email	parnold@mcandrews-ip.com, bpersichetti@mcandrews-ip.com, dscott@mcandrews-ip.com
Signature	/Patrick J. Arnold Jr./
Date	06/12/2020
Attachments	Runels_Roy_TTAB_Trial_Testimony FINAL 6-12-20.pdf(424206 bytes) Exhibit 2.pdf(836490 bytes) Exhibit 4.pdf(2894238 bytes) Exhibit 5.pdf(902589 bytes) Exhibit 6.pdf(1033359 bytes) Exhibit 7.pdf(2929278 bytes) Exhibit 9.pdf(1079357 bytes) Exhibit 12.pdf(1110835 bytes) Exhibit 13.pdf(957897 bytes) Exhibit 14.pdf(989395 bytes) Exhibit 15.pdf(1052369 bytes) Exhibit 17.pdf(904873 bytes) Exhibit 18.pdf(918967 bytes) Exhibit 19.pdf(1194397 bytes) Exhibit 21.pdf(978229 bytes) Exhibit 22.pdf(970214 bytes) Exhibit 23.pdf(1071696 bytes) Exhibit 24.pdf(1125850 bytes) Exhibit 25.pdf(1144329 bytes) Exhibit 27.pdf(973759 bytes) Exhibit 28.pdf(1593327 bytes) Exhibit 31.pdf(981351 bytes) Exhibit 44.pdf(1028792 bytes) Exhibit 46.pdf(945942 bytes) Exhibit 47.pdf(1371991 bytes) Exhibit 48.pdf(1283401 bytes) Exhibit 50.pdf(965659 bytes) Exhibit 53.pdf(889750 bytes) Exhibit 63.pdf(902741 bytes) Exhibit 64.pdf(1011095 bytes) Exhibit 71.pdf(1333209 bytes) Exhibit 75.pdf(1025552 bytes)

	Exhibit 77.pdf(1054278 bytes) Exhibit 90.pdf(1119391 bytes) Exhibit 91.pdf(1191512 bytes) Exhibit 94.pdf(2138485 bytes) Exhibit 100.pdf(1116812 bytes) Exhibit 102.pdf(1182509 bytes) Exhibit 103.pdf(1181952 bytes) Exhibit 104.pdf(1129863 bytes) Exhibit 105.pdf(1025563 bytes) Exhibit 106.pdf(1025360 bytes) Exhibit 107.pdf(1027199 bytes) Exhibit 108.pdf(1025613 bytes) Exhibit 109.pdf(1025245 bytes) Exhibit 110.pdf(1025926 bytes)
--	--

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

LISBETH W. ROY, DO, PA.	)	
	)	
Petitioner,	)	
	)	Cancellation No. 92065804
	)	
v.	)	
	)	
CHARLES E. RUNELS JR., MD,	)	
	)	
Registrant.	)	
	)	
	)	

**DEFENDANT'S TRIAL TESTIMONY VIA DECLARATION OF
DR. CHARLES E. RUNELS JR. PURSUANT TO 37 C.F.R. § 2.123
(EXHIBITS 1, 3, 8, 10-11, 16, 20, 26, 29-30, 32-43, 45, 49, 51-52, 54-62, 65-70, 72-74,
76, 78-89, 92-93, 95-99, 101, 119-137, 144-148, 153, 155, 159-168 FILED UNDER SEAL)**

I, Charles E. Runels Jr., MD, declare as follows:

Background and Medical Practice

1. I was born in 1960 and raised in Birmingham, Alabama. I decided when I was seven years old that I wanted to be a medical doctor, and particularly one who could say that he contributed something of value to people. Since 1991, I have lived in Fairhope, Alabama, which has for many years now been a haven for artists, writers and craftsmen of all kinds. In fact, it is this spirit of creativity and artistry that I have attempted to bring to bear in my medical practice, especially in the field of cosmetic procedures.

2. I graduated from the University of Alabama in Birmingham School of Medicine in 1988. I have been licensed to practice medicine in the state of Alabama from 1988 to date uninterrupted. I did my residency in internal medicine, and, at the

same time, worked in various emergency rooms, having privileges in 14 different hospitals. After my residency, I practiced at the Mobile Infirmary Emergency Room in Mobile, Alabama and at South Baldwin Hospital in Foley, Alabama, until the year 2000. In 2000, I opened a private practice in both internal medicine and cosmetic procedures, and I also ran a wound care center and did hyperbaric medicine at Spring Hill Hospital in Spring Hill, Alabama.

3. In March 2009, the Medical Licensure Commission of Alabama brought an administrative complaint against me related to clinical trials I conducted regarding hormone replacement therapy ("HRT"). HRT was a new field at the time and I was interested in helping those suffering from endocrine problems and worked as a Principal Investigator in several clinical studies. The Alabama Medical Licensure Commission decided to temporarily restrict me from performing HRT in my practice. I was allowed to continue my cosmetic medical practice unrestricted including cosmetic injections. In compliance with the Commission's Order, I submitted practice plans that informed the Commission I was continuing to perform cosmetic injections during the period I was restricted from performing HRT. I have included the complete Commission file as Exhibit 1 (Bates Nos. 5843-5963, 7616-20) that has my practice plans (see Nos. 5850-55, 5902-03, and 5907-08), all of which I produced during discovery and long-prior to my deposition in this case. Plaintiff's counsel, notably, never showed me these practice plans during my deposition or included them as part of Dr. Roy's proffered evidence (see Roy Trial Exhibit 35), which practice plans, of course, demonstrate conclusively that I was always allowed to practice the cosmetic procedures for which I have registered the trademarks that are the subject of this proceeding. Incidentally, in 2013

the Commission removed my HRT practice restriction and changed my medical license status to unrestricted. See Roy Trial Exhibit 35, page 1.

Summary of Testimony

4. Below I provide testimony concerning my first use of the trademarks at issue, all of which I had used in commerce at the time I filed applications to register the respective trademarks. My testimony here includes many exhibits consisting of my notes, computer records, and emails to demonstrate my early use and continuous use thereafter to date. I also provide testimony about my licensing and quality control measures with respect to the trademarks, including but not limited to the training I provide myself and then through other educator physicians (of which Roy was once one). I also submit evidence of my marketing and publicly available, unsolicited articles recognizing me as the source of the services associated with my trademarks. Also, I provide testimony and documentary evidence showing my enforcement and policing efforts, which have been ongoing and continuous since I began, and have involved many hundreds of letters and correspondence with infringers. I also provide testimony on Roy's prior relationship as a licensee and educator under my trademarks, and how she benefited from that relationship before her license was terminated. Finally, I provide testimony and documentary evidence showing that there already is a generic, descriptive term for the type of services involved here (*i.e.*, "PRP"), and that Dr. Gallo is incorrect in his testimony for Dr. Roy when Dr. Gallo says he was not a licensed provider of mine. He was.

Evidence of First Use of VAMPIRE FACELIFT

5. With respect to the trademark VAMPIRE FACELIFT (U.S. Registration No. 3965319), I stated to the Trademark Office at the time I filed the application (September 12, 2010) that I had first used the trademark in commerce at least as early as April 20, 2010. I was telling the truth when I made that statement, as supported by the attached Exhibits 2-55, which are comprised of both notes from my personal medical practice journals, files, and emails for the April 2010 through September 2010 time period (and after), all of which I have made and maintained in the ordinary course of my business. It was at the time and continues to be my regular practice to make notes and retain emails like those shown in Exhibits 2-55. The mark VAMPIRE FACELIFT is used in conjunction with a procedure I developed which involves the injection of blood-derived growth factors, including platelet rich fibrin matrix, into the face for the purpose of rejuvenation of the face. At the time I began using the mark VAMPIRE FACELIFT as a trademark for these services, I had been aware that someone in the press had used the terms “vampire therapy” and “dracula therapy” when referring to the use of platelet-rich plasma therapies, but I was not aware at the time --- and I have not been made aware or become aware since that time either – of any person or entity who was using or had the right to use the mark VAMPIRE FACELIFT or any other VAMPIRE mark as the name for services like mine or any other services or products.

6. Turning to the details of these Exhibits, Exhibit 2, which was produced during the discovery period in this case with Bates No. Runels 3808, is a screenshot of an email dated April 12, 2010, which shows my communication with one of the first people to make an appointment and to pay for a Vampire Facelift® procedure.

7. Exhibit 3, which was produced during the discovery period in this case with Bates Nos. Runels 3812 and 4004, is a screenshot of my computer calendar in April 2010 showing that a marketing email was sent by me through Constant Contact on April 12, 2010 titled "The Vampire Face Lift".

8. Attached as Exhibit 4, which was produced during discovery with Bates Nos. Runels 5319-5321, is a copy of my notes from my medical journal of April 12, 2010, which shows me planning a podcast about the Vampire Facelift.

9. Attached as Exhibit 5, which was produced during discovery with Bates No. Runels 5828, is a screenshot indicating that I registered the vampirefacelift.com domain name on April 13, 2010.

10. Exhibit 6, which was produced during the discovery period in this case with Bates Nos. Runels 3809-3811, is an email dated April 18, 2010, that I sent out to a potential patient which displays a large advertisement for my VAMPIRE FACELIFT anti-aging treatment, even offering a discount on the procedure.

11. Attached as Exhibit 7, which was produced during discovery with Bates Nos. Runels 5322-5325, is a copy of my notes from my medical journal of April 26 and 27, 2010, which shows that I was paid for performing three Vampire Facelifts and shows my notes/diagrams for two of those procedures.

12. Exhibit 8, which was produced during the discovery period in this case with Bates Nos. Runels 5288-5291, is a copy of my patient scheduling notes for April and May 2010 which show that I performed two Vampire Facelifts on May 4, 2010, (these are the patients with "Selphyl" beside their names--I used the Selphyl centrifuge

and kits to prepare the PRP at that time and the name alerted my nurse as to what materials would be needed.)

13. Exhibit 9, which was produced during the discovery period in this case with Bates Nos. Runels 5376-5382, is a copy of an email I forwarded from myself on May 12, 2010, which shows that I was already advertising the Vampire Facelift at that time.

14. Attached as Exhibit 10, which was produced during discovery with Bates No. Runels 5462, is a screenshot of an email dated June 17, 2010, which shows I had been using the VAMPIRE FACELIFT mark for a number of weeks at that time.

15. Attached as Exhibit 11, which was produced during discovery with Bates Nos. Runels 5334-5338, is a copy of an email correspondence between a prospective patient and me, dated June 17, 2010 and June 18, 2010, in which I advertise weeks of performing VAMPIRE FACELIFT procedures.

16. Attached as Exhibit 12, which was produced during discovery with Bates Nos. Runels 5451-5460, is a copy of an email correspondence between Jane Tabachnick, and me, dated June 21, 2010, which indicates that I was using the Vampire Facelift mark at that time with a link to Runels.com/vampire.

17. Attached as Exhibit 13, which was produced during discovery with Bates Nos. Runels 5449-5450, is a copy of an email correspondence between Jeanne Sanborn (my landlord at a prior office location) and me, dated June 25, 2010, which indicates my use of the VAMPIRE FACELIFT mark in advertising.

18. Attached as Exhibit 14, which was produced during discovery with Bates Nos. Runels 5445-5448, is a copy of an email I sent myself on June 28, 2010 which

shows I was using the Vampire Facelift mark at that time with a link to Runels.com/vampire.

19. Attached as Exhibit 15, which was produced during discovery with Bates Nos. Runels 5435-5444, is a copy of an email I received from support@constantcontact.com, my email marketer, on July 3, 2010 which indicates my use of the VAMPIRE FACELIFT mark in advertising.

20. Attached as Exhibit 16, which was produced during discovery with Bates No. Runels 5422, is a copy of an email correspondence between a prospective patient and me, dated July 8, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

21. Exhibit 17, which was produced during the discovery period in this case with Bates Nos. Runels 5421, shows that on July 10, 2010, I sent out a message via Twitter that directed people to my VampireFacelift.com and VampireBreastLift.com websites.

22. Attached as Exhibit 18, which was produced during discovery with Bates No. Runels 5827, is a copy of an email correspondence between Notoma Dawson, my employee, and me, dated July 15, 2010, discussing my promotion of the VAMPIRE FACELIFT mark on television.

23. Attached as Exhibit 19, which was produced during discovery with Bates Nos. Runels 5423-5434, is a copy of an email I received from support@constantcontact.com, my email marketer, on July 19, 2010 which indicates my use of the VAMPIRE FACELIFT mark in advertising.

24. Exhibit 20, which was produced during discovery under Bates No. Runels 5292, shows a screenshot of a computer reminder to myself dated July 20, 2010 that I was to perform a VAMPIRE FACELIFT procedure that day on the patient mentioned in the note.

25. Attached as Exhibit 21, which was produced during discovery with Bates Nos. Runels 5407-5408, is a copy of an email I received from Google AdWords on July 21, 2010 indicating my advertisement of the VAMPIRE FACELIFT mark.

26. Attached as Exhibit 22, which was produced during discovery with Bates Nos. Runels 5825-5826, is a copy of an email press release between Notoma Dawson, my employee, and WPMI television in Mobile, Alabama, dated July 24, 2010, which demonstrates my promotion of the VAMPIRE FACELIFT mark through a press release sent to local television stations to generate television interviews.

27. Attached as Exhibit 23, which was produced during discovery with Bates Nos. Runels 5409-5418, is a copy of an email I received from support@constantcontact.com, my email marketer, on July 25, 2010 which shows I was using the Vampire Facelift mark at that time with a link to Runels.com/vampire.

28. Attached as Exhibit 24, which was produced during discovery with Bates Nos. Runels 5401-5405, is a copy of an email I forwarded to myself on August 15, 2010, which shows I was using the Vampire Facelift mark at that time with a link to Runels.com/vampire.

29. Attached as Exhibit 25, which was produced during discovery with Bates No. Runels 5312, is a copy of my handwritten notes made on August 23, 2010,

indicating where the plasma was injected as part of a Vampire Facelift, and correlates with my calendar entry with the patient's name "Melanie" and the word "Vampire".

30. Attached as Exhibit 26, which was produced during discovery with Bates No. Runels 5313, is a copy of my handwritten notes from my medical journal made on August 24, 2010, indicating that I am emailing to my list of patients that I will be doing Vampire Facelifts for \$600 in a class that I would be teaching.

31. Attached as Exhibit 27, which was produced during discovery with Bates Nos. Runels 5393-5395, is a copy of an email I forwarded to myself on August 24, 2010, which shows I was using the Vampire Facelift mark at that time with a link to Runels.com/vampire.

32. Exhibit 28, which was produced during the discovery period in this case with Bates Nos. Runels 5964-5965, is a printout from the Web Archive, which was printed on July 24, 2019, showing the top stories page of the website for WEAR television, Pensacola, Florida, on August 26, 2010, which includes an article/interview summary about me performing a VAMPIRE FACELIFT procedure.

33. Attached as Exhibit 29, which was produced during discovery with Bates No. Runels 5315, is a copy of my notes from my medical journal dated August 27, 2010, when I performed a VAMPIRE FACELIFT procedure.

34. Attached as Exhibit 30, which was produced during discovery with Bates Nos. Runels 5396-5397, is a copy of an email correspondence between a prospective patient, a resident of Florida, and me, dated August 27, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

35. Attached as Exhibit 31, which was produced during discovery with Bates Nos. Runels 5384-5387, is a copy of an email I forwarded to myself on August 28, 2010, in which I describe how I was interviewed by WEAR television in Pensacola, Florida, on August 26, 2010, while performing a VAMPIRE FACELIFT procedure.

36. Attached as Exhibit 32, which was produced during discovery with Bates Nos. Runels 5316-5318, is a copy of my notes from my medical journal dated August 27, 2010, showing a Vampire Facelift scheduled for 1 pm that afternoon. Also, my August 28, 2010, notes show Vampire Facelifts scheduled for 10 am, 11 am, and 12 pm that day.

37. Exhibit 33, which was produced during discovery with Bates Nos. Runels 5293-5297, shows screenshots of my calendar for the months August 2010 and September 2010, with several notes indicating that I provided the VAMPIRE FACELIFT procedure to four separate patients on August 5, 2010 and September 7, 2010. I even gave an interview to WALA television in Mobile, Alabama, on September 1, 2010, which also served as an advertisement for my VAMPIRE FACELIFT procedure.

38. Attached as Exhibit 34, which was produced during discovery with Bates Nos. Runels 5463-5824, is a collection of email correspondences with patients and prospective patients dated prior to September 12, 2010, which indicate my use of the VAMPIRE FACELIFT mark.

39. Attached as Exhibit 35, which was produced during discovery with Bates Nos. Runels 5331-5333, is a copy of an email correspondence dated September 1, 2010, between a prospective patient and me, in which I describe how I'm going to be interviewed by WALA television in Mobile, Alabama, regarding the Vampire Facelift later

that day, and how I was interviewed by WEAR television in Pensacola, Florida (also regarding the Vampire Facelift) on August 26, 2010. Also, I was already using (in this email) Vampire Facelift™. Although the email is dated Sept. 1, 2010, I mistakenly state that I was interviewed two days prior by WALA television, when it was six days prior on August 26, 2010. I was mistaken about the number of days that had elapsed since the interview.

40. Attached as Exhibit 36, which was produced during discovery with Bates Nos. Runels 5339-5343, is a copy of an email correspondence between a different prospective patient and me, in which I describe how I was interviewed by WEAR television in Pensacola, Florida on August 26, 2010 regarding the Vampire Facelift procedure (I was performing a VAMPIRE FACELIFT procedure to promote and advertise the procedure), and how WALA television in Mobile, Alabama, would be similarly interviewing me on air on September 1, 2010, performing a VAMPIRE FACELIFT procedure. Although the email is dated Sept. 1, 2010, I mistakenly state that I was interviewed two days prior by WALA television, when it was six days prior on August 26, 2010. I was mistaken about the number of days that had elapsed since the interview.

41. Attached as Exhibit 37, which was produced during discovery with Bates Nos. Runels 5389-5391, is a copy of an email correspondence between a prospective patient and me, dated September 1, 2010, regarding the sale and performance of a VAMPIRE FACELIFT procedure for the prospective patient.

42. Attached as Exhibit 38, which was produced during discovery with Bates No. Runels 5392, is a copy of an email correspondence between a prospective patient

and me, dated September 1, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

43. Attached as Exhibit 39, which was produced during discovery with Bates Nos. Runels 5326-5329, is a copy of my notes from my medical journal from September 1, 2010 and September 2, 2010, which shows where I performed three Vampire Facelift procedures using Aesthetic Factors (Selphyl) PRP kits on September 1, 2010. Page 5329 contains a note for me to apply for a trademark for Vampire Facelift ("TM vampire facelift").

44. Exhibit 40, which was produced during the discovery period in this case with Bates Nos. Runels 5298-5300, shows that on September 3, 2010, I sent an email to a patient directing her to my website page <http://www.runels.com/vampire> which advertised my VAMPIRE FACELIFT procedure.

45. Attached as Exhibit 41, which was produced during discovery with Bates No. Runels 5388, is a copy of an email correspondence between a prospective patient and me, dated September 6, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

46. Attached as Exhibit 42, which was produced during discovery with Bates No. Runels 5383, is a copy of an email correspondence between a prospective patient and me, dated September 7, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

47. Exhibit 43, which was produced during the discovery period in this case with Bates Nos. Runels 6071-6096, is a copy of my handwritten notes made on

September 6, 7 and 8, 2010, in my medical journal, which I made in preparation for performing VAMPIRE FACELIFT and PRIAPUS SHOT procedures.

48. Attached as Exhibit 44, which was produced during discovery with Bates Nos. Runels 5357-5361, is a copy of an email sent to me by support@constantcontact.com, my email marketer, dated September 9, 2010, which shows my use in advertising of the VAMPIRE FACELIFT mark.

49. Attached as Exhibit 45, which was produced during discovery with Bates No. Runels 5375, is a copy of an email correspondence between a prospective patient and me, dated September 9, 2010, in which the prospective patient inquires about the VAMPIRE FACELIFT procedure.

50. Attached as Exhibit 46, which was produced during discovery with Bates Nos. Runels 5373-5374, is a copy of an email I forwarded to myself on September 11, 2010, documenting that I uploaded to Google Buzz the limitations and benefits of the Vampire Facelift. In this post I put a link to VampireFacelift.com and used the TM symbol.

51. Attached as Exhibit 47, which was produced during discovery with Bates Nos. Runels 5362-5367, is a copy of an email sent to me on September 12, 2010 indicating that I commented on and explained the VAMPIRE FACELIFT procedure in an article about the VAMPIRE FACELIFT procedure.

52. Exhibit 48, which was produced during discovery with Bates Nos. Runels 5188-5193, is a copy of a specimen of my website that I submitted to the USPTO on September 12, 2010 indicating my use of the VAMPIRE FACELIFT mark.

53. Attached as Exhibit 49, which was produced during discovery with Bates Nos. Runels 5352-5353, is a copy of an email correspondence generated by my shopping cart (1ShoppingCart) identifying an order for a Vampire Facelift placed on September 22, 2010.

54. Attached as Exhibit 50, which was produced during discovery with Bates Nos. Runels 5350-5351, is a copy of an email I forwarded to myself on September 25, 2010, which included a link to Google Buzz (a social networking and microblogging tool which was developed by Google and later discontinued) that publicized my performance of a VAMPIRE FACELIFT procedure.

55. Attached as Exhibit 51, which was produced during discovery with Bates No. Runels 5330, is a copy of an email from Sanjay Batra of Aesthetic Factors sent to me, dated December 14, 2010, with my handwritten notes discussing a proposed sale and licensing of the VAMPIRE FACELIFT mark.

56. Exhibit 52, which was produced during discovery with Bates Nos. Runels 6026-6035, is a copy of multiple email correspondences between Caroline Higgins, a writer for Technorati (which was a search engine and publisher/advertiser platform), and me, dated July 3, 2011 which shows my advertisement and promotion of the VAMPIRE FACELIFT and ORGASM SHOT marks.

57. Exhibit 53, which was produced during discovery with Bates No. Runels 5985, is a copy of an email I received from Judy Shuman (using her husband's email address) on February 14, 2012, referencing the VAMPIRE FACIAL procedure and confirming instructions for the VAMPIRE FACELIFT procedure.

58. Exhibit 54, which was produced during discovery with Bates Nos. Runels 5980-5983, is a copy of an email I received on January 12, 2013 from Tom O'Brien, President of Eclipse Aesthetics, which includes a schedule for the 2013 Building the Machine sales meeting indicating that I was scheduled to speak regarding the VAMPIRE FACELIFT procedure.

59. Exhibit 55, which was produced during discovery with Bates Nos. Runels 5966-5967, shows a picture of my calendar for the month of January 2013, with several notes indicating that I provided the VAMPIRE FACELIFT procedure to particular patients.

Evidence of First Use of VAMPIRE FACIAL

60. With respect to the trademark VAMPIRE FACIAL (U.S. Registration No. 4402898), I stated to the Trademark Office at the time I filed the application (January 18, 2013) that I had first used the trademark in commerce at least as early as January 18, 2013. I was telling the truth when I made that statement, as supported by the attached Exhibits 56-63, which are comprised of my personal notes, files, and emails from around the January 2013 time period, all of which I have made and maintained in the ordinary course of my business. It was at the time and continues to be my regular practice to make notes and maintain emails like those shown in Exhibits 56-63. The mark VAMPIRE FACIAL is used in conjunction with a procedure I developed which involves using topically applied blood-derived growth factors, including platelet rich fibrin matrix, on the skin for rejuvenation of the skin.

61. Turning to the details of these Exhibits, attached as Exhibit 56, which was produced during discovery with Bates No. Runels 5968-69, are screenshots indicating that I registered the vampirefacial.com domain name on September 27, 2010.

62. Exhibit 57, which was produced during discovery with Bates No. Runels 5979, is a copy of an email inquiry I received on September 27, 2010 from a prospective patient regarding the VAMPIRE FACIAL procedure.

63. Exhibit 58, which was produced during discovery with Bates No. Runels 5978, is a copy of an email inquiry I received from a prospective patient located in Texas, dated November 26, 2010, inquiring about the VAMPIRE FACIAL procedure and whether any doctors in Texas were trained to perform the VAMPIRE FACIAL procedure.

64. Exhibit 59, which was produced during discovery with Bates Nos. Runels 5976-5977, is a copy of an email correspondence between Judy Shuman and me (using her husband's email account) dated December 7, 2011, regarding her results personally, and with her patients, after taking my class where I taught her the VAMPIRE FACIAL procedure. She also has questions about the procedure.

65. Exhibit 60, which was produced during discovery with Bates Nos. Runels 5974-5975, is a copy of an email correspondence between Terese Torgersen, a student journalist at Cal. State Northridge University, and me, dated March 8, 2012, requesting to interview me about the VAMPIRE FACIAL procedure.

66. Exhibit 61, which was produced during discovery with Bates No. Runels 5973, is a copy of an email correspondence between Laura Stanley, a nurse practitioner, and me, dated September 17, 2012, which shows that Laura requested to be trained to perform VAMPIRE FACIAL procedures.

67. Exhibit 62, which was produced during discovery with Bates Nos. Runels 5971-5972, is a copy of an email correspondence between Tom O'Brien of Eclipse Aesthetics and me, dated November 30, 2012, indicating my promotion of the VAMPIRE FACIAL mark.

68. Exhibit 63, which was produced during discovery with Bates Nos. Runels 5212-5213, is a copy of a specimen from TempleRepair.com (my personal website at the time) which I submitted to the USPTO on January 18, 2013 indicating my use of the VAMPIRE FACIAL mark.

Evidence of First Use of PRIAPUS SHOT

69. With respect to the trademark PRIAPUS SHOT (U.S. Registration No. 4402898), I stated to the Trademark Office at the time I filed the application (September 12, 2010) that I had first used the trademark in commerce at least as early as September 12, 2010. I was telling the truth when I made that statement, as supported by the attached Exhibits 64-74, which are comprised of my personal notes, files, and emails from around the September 2010 time period, all of which I have made and maintained in the ordinary course of my business. It was at the time and continues to be my regular practice to make notes and maintain emails like those shown in Exhibits 64-74. The mark PRIAPUS SHOT is used in conjunction with a procedure I developed which involves using blood-derived growth factors including platelet rich fibrin matrix to enhance the size or function of the penis.

70. Turning to the details of these Exhibits, attached as Exhibit 64, which was produced during discovery with Bates Nos. Runels 5398-5400, is a copy of an email I forwarded to myself on August 17, 2010, which shows my advertising the Priapus Shot

with a hyperlink connected to the phrase “enlargement of the pencil [purposely misspelled]” that redirects to Runels.com/growpenis –which advertises the Priapus Shot procedure.

71. Exhibit 65, which was produced during discovery with Bates Nos. Runels 6065-6070, is a copy of an email correspondence between a patient and me, dated August 23, 2010, discussing the sale and performance of a PRIAPUS SHOT procedure.

72. Exhibit 66, which was produced during discovery with Bates Nos. Runels 6063-6064, is a copy of an email correspondence between a patient and me dated September 8, 2010, where I ask for an update about his “size and function” after I performed a Priapus Shot procedure for him. In the email I’m requesting that he complete payment for the procedure (he paid ½ when he booked the procedure and I was requesting payment of the balance). Then on September 13, 2010 he replies and requests the link again so that he can make his payment.

73. Exhibit 67, which was produced during discovery with Bates Nos. Runels 6041-6042, is a copy of an email I sent on September 12, 2010 indicating my use of the mark PRIAPUS SHOT.

74. Exhibit 68, which was produced during discovery with Bates Nos. Runels 6043-6045, is copy of an email I received from support@constantcontact.com on September 12, 2010 indicating my use of the mark PRIAPUS SHOT in advertising.

75. Exhibit 69, which was produced during discovery with Bates Nos. Runels 6046-6048, is a copy of an email correspondence between a prospective patient and me dated September 12, 2010, in which I respond to questions regarding the PRIAPUS SHOT procedure.

76. Exhibit 70, which was produced during discovery with Bates Nos. Runels 6049-6051, is a copy of an email correspondence between a prospective patient and me dated September 12, 2010, in which I respond to questions regarding the PRIAPUS SHOT procedure.

77. Exhibit 71, which was produced during discovery with Bates Nos. Runels 5194-5197, is a copy of a specimen of my website that I submitted to the USPTO on September 12, 2010 indicating my use and advertisement of the PRIAPUS SHOT mark.

78. Exhibit 72, which was produced during discovery with Bates Nos. Runels 6055-6060, is a copy of an email correspondence between a patient and me dated September 13, 2010, in which I schedule a PRIAPUS SHOT procedure for September 20, 2010.

79. Exhibit 73, which was produced during discovery with Bates No. Runels 6040, is a screenshot from my calendar indicating that I performed a PRIAPUS SHOT procedure on September 13, 2010.

80. Exhibit 74, which was produced during the discovery period in this case with Bates Nos. Runels 6071-6147, is a copy of my handwritten notes which I made over a number of days from September 30, 2010 to October 4, 2010. On September 30, 2010 I documented a Priapus Shot procedure including a detailed diagram, the patient's name, and the Aesthetics Factors kit lot number. Also, multiple entries were made going into October showing the Priapus Shot as one of my ongoing projects, including having a non-disclosure agreement prepared for future discussions.

Evidence of First Use of the Trademarks
VAMPIRE NIPPLE LIFT and VAMPIRE BREAST LIFT

81. With respect to the trademarks VAMPIRE NIPPLE LIFT (U.S. Registration No. 4131408) and VAMPIRE BREAST LIFT (U.S. Registration No. 4121687), I stated to the Trademark Office at the time I filed the applications (August 10, 2011) that I had first used the trademarks in commerce at least as early as August 10, 2011. I was telling the truth when I made that statement, as supported by the attached Exhibits 75-89, which are comprised of my personal notes, files, and emails from around the August 2011 time period, all of which I have made and maintained in the ordinary course of my business. It was at the time and continues to be my regular practice to make notes and maintain emails like those shown in Exhibits 75-89. The mark VAMPIRE BREAST LIFT is used in conjunction with a procedure I developed which involves the isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage. The mark VAMPIRE NIPPLE LIFT is used in conjunction with a procedure I developed which involves the isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for the correction of inverted nipples.

82. Turning to the details of these Exhibits, attached as Exhibit 75, which was produced during discovery with Bates Nos. Runels 5419-5420, is a copy of an email I sent myself on July 10, 2010 which shows my advertisement for a VAMPIRE BREASTLIFT and a VAMPIRE NIPPLE LIFT.

83. Exhibit 76, which was produced during discovery with Bates Nos. Runels 6036-6037, is a copy of an email that I sent forwarding a copy of my email blast on July

10, 2010, with a link that went to a web page advertising the VAMPIRE NIPPLE LIFT and the VAMPIRE BREAST LIFT procedures.

84. Exhibit 77, which was produced during discovery with Bates No. Runels 5204, is a copy of a specimen of an email blast that I sent to my mailing list announcing and advertising the VAMPIRE BREAST LIFT and the VAMPIRE NIPPLE LIFT with a link to a website and to a video that explained the procedures, which I submitted to the USPTO on August 10, 2011, indicating my use of the VAMPIRE NIPPLE LIFT and VAMPIRE BREAST LIFT marks.

85. Exhibit 78, which was produced during discovery with Bates No. Runels 6013, is a copy of one of many emails sent as an email blast on August 14, 2011, (between me and someone on the list) which shows me advertising the VAMPIRE BREAST LIFT procedure.

86. Exhibit 79, which was produced during discovery with Bates Nos. Runels 5986-5987, is a screenshot of a YouTube video posted by me on August 17, 2011, explaining the VAMPIRE BREAST LIFT and VAMPIRE NIPPLE LIFT procedures.

87. Exhibit 80, which was produced during discovery with Bates Nos. Runels 5988-5990, includes screenshots of a YouTube video posted by me on August 17, 2011, explaining the VAMPIRE BREAST LIFT and VAMPIRE NIPPLE LIFT procedures.

88. Exhibit 81, which was produced during discovery with Bates Nos. Runels 5991-5992, includes screenshots of a YouTube video posted by me on August 17, 2011, explaining the VAMPIRE NIPPLE LIFT and VAMPIRE BREAST LIFT procedures.

89. Exhibit 82, which was produced during discovery with Bates Nos. Runels 6006-6007, is a copy of an email I received from a patient on August 17, 2011, indicating a purchase of a VAMPIRE BREAST LIFT procedure.

90. Exhibit 83, which was produced during discovery with Bates Nos. Runels 6008-6009, is a copy of an email I received from support@constantcontact.com on August 17, 2011, indicating my advertisement of the VAMPIRE BREAST LIFT and VAMPIRE NIPPLE LIFT procedures was sent to my email contacts.

91. Exhibit 84, which was produced during discovery with Bates No. Runels 6010, is a screenshot of my online shopping cart indicating a sale of a VAMPIRE BREAST LIFT procedure on August 17, 2011.

92. Exhibit 85, which was produced during discovery with Bates Nos. Runels 6011-6012, is a copy of an email I sent to myself on August 17, 2011, indicating my advertisement of the VAMPIRE BREAST LIFT and VAMPIRE NIPPLE LIFT procedures.

93. Exhibit 86, which was produced during discovery with Bates Nos. Runels 6004-6005, is a copy of an email I received from support@constantcontact.com on August 18, 2011, indicating my advertisement of the VAMPIRE BREAST LIFT and VAMPIRE NIPPLE LIFT procedures was sent to my email contacts.

94. Exhibit 87, which was produced during discovery with Bates No. Runels 5997, is a copy of an email correspondence between a Dr. Benito Villanueva and me on August 19, 2011, in which Dr. Villanueva inquires about learning how to perform the VAMPIRE BREAST LIFT procedure.

95. Exhibit 88, which was produced during discovery with Bates No. Runels 5998, is a copy of an email inquiry I received from a prospective patient dated August 19, 2011, inquiring about the VAMPIRE BREAST LIFT procedure.

96. Exhibit 89, which was produced during discovery with Bates No. Runels 6003, is a copy of an email I sent to Dr. Linda Kelly on August 19, 2011, offering to teach her the VAMPIRE BREAST LIFT procedure.

**Evidence of First Use of the Trademarks
VAMPIRE O SHOT and VAMPIRE M SHOT**

97. With respect to the trademarks VAMPIRE O SHOT (U.S. Registration No. 4232767) and VAMPIRE M SHOT (U.S. Registration No. 4232768), I stated to the Trademark Office at the time I filed the applications (December 5, 2011) that I had first used the trademarks in commerce at least as early as December 5, 2011. I was telling the truth when I made that statement, as supported by the attached Exhibits 90-91, which are comprised of specimens I submitted to the Trademark Office which I made and maintained in the ordinary course of my business. The mark VAMPIRE O SHOT is used in conjunction with a procedure I developed which involves the injection of blood-derived growth factors including platelet rich fibrin matrix within the G-spot, clitoris, and/or other vaginal structures to rejuvenate the tissue, to facilitate female sexual pleasure and to decrease urinary incontinence. The mark VAMPIRE M SHOT is used in conjunction with a procedure I developed which involves using blood-derived growth factors including platelet rich fibrin matrix to enhance the size or function of the penis.

98. Exhibit 90, which was produced during discovery with Bates Nos. Runels 5205-5207, is a copy of a specimen from my TempleRepair.com website that I

submitted to the USPTO on December 5, 2011 indicating my use and advertising of the VAMPIRE O SHOT mark.

99. Exhibit 91, which was produced during discovery with Bates Nos. Runels 5208-5211, is a copy of a specimen from my TempleRepair.com website that I submitted to the USPTO on December 5, 2011 indicating my use and advertising of the VAMPIRE M SHOT mark.

Evidence of First Use of the Trademarks O SHOT and ORGASM SHOT

100. With respect to the trademarks O SHOT (U.S. Registration No. 4103302) and ORGASM SHOT (U.S. Registration No. 4100383), I stated to the Trademark Office at the time I filed the applications (March 18, 2011) that I had first used the trademarks in commerce at least as early as March 18, 2011. I was telling the truth when I made that statement, as supported by the attached Exhibits 92-94, which are comprised of my personal notes, files, and emails from around the March 2011 time period, all of which I have made and maintained in the ordinary course of my business. It was at the time and continues to be my regular practice to make notes and maintain emails like those shown in Exhibits 92-94. The marks O SHOT and ORGASM SHOT are used in conjunction with a procedure I developed which involves the injection of blood-derived growth factors including platelet rich fibrin matrix within the G-spot, clitoris, and/or other vaginal structures to rejuvenate the tissue and facilitate the female orgasm and improve incontinence.

101. Turning to the details of these Exhibits, attached as Exhibit 92, which was produced during discovery with Bates No. Runels 6147, is a screenshot from my calendar indicating that I performed an O SHOT procedure on March 16, 2011.

102. Exhibit 93, which was produced during discovery with Bates Nos. Runels 6038-6039, is a copy of an email I received on March 18, 2011 indicating that I purchased domain names that included O SHOT and ORGASM SHOT.

103. Exhibit 94, which was produced during discovery with Bates Nos. Runels 5198-5203, is a copy of a specimen of my website that I submitted to the USPTO on March 18, 2011 indicating my use and advertising of the O SHOT and ORGASM SHOT marks.

Continuous and Lengthy Use, Advertising, and Sales Under the Trademarks

104. Since I began use of each of these trademarks, I have used them continuously in commerce both in connection with procedures that I perform and with those provided by my many licensees. As I set forth specifically in response to Roy's interrogatory no. 16, I have approximately 1400-2000 licensees for each of the trademarks. All of these licensees advertise the services for these trademarks on their own websites and social media, and my licensees are nationwide in scope. While I do not have access to the amount of sales that my licensees have made of these procedures under the licensed trademarks (because my royalty is a monthly fee), I am aware by past surveys that my licensees provide, on average, several of these procedures per month, with some providing 8 to 10 per day and many providing 8 to 10 per week. Just to be very conservative, however, in order to provide a fair representation of the sales over the years, I have assumed that my licensees provide only one procedure per month under my VAMPIRE FACELIFT, O SHOT, and P SHOT trademarks, and two procedures per month under my VAMPIRE FACIAL trademark. The VAMPIRE FACIAL is a less complicated, less expensive procedure and therefore

generates a lot more procedures from patients. Using those assumptions, and taking into account the number of licensees I have had each year to the present (with the number of licensees starting out small and growing each year), I have conservatively estimated that total sales dollars for the procedures performed under my trademarks are as follows:

VAMPIRE FACELIFT / VAMPIRE BREAST LIFT	\$91,000,000
VAMPIRE FACIAL	\$180,000,000
O SHOT / ORGASM SHOT	\$88,000,000
PRIAPUS SHOT / P SHOT	\$90,000,000
TOTAL	\$449,000,000

Licensing and Control of the Trademarks

105. I have licensed the ability to use my registered marks to certain service providers via written licensing agreements. Pursuant to the agreements, I had and have a right to supervise and control and did and do in fact supervise and control the service provider licensees in their performance of the services offered under my registered marks. For example, I have provided hands-on training and first-hand observation and oral discussions with attendees/licensees (including Dr. Roy). Other licensees have received hands-on training by my educators who have experienced hands-on training with me. These educators then submit to me a signed form confirming a passing performance of the licensees.

106. I am the owner of all of the trademarks at issue. Prior to September 25, 2015, I personally administered the licensing of all of my trademarks. On September

25, 2015, I created the American Cosmetic Cellular Medicine Association (“ACCMA”), which I then used as my licensing agent to handle all licensing and serve as the licensing entity to my licensees. On March 15, 2017, I shortened the name to the “Cellular Medicine Association” (“CMA”).

107. In order to qualify as an educator, an educator must: maintain an active membership with my Cellular Medicine Association (CMA) provider group; have undergone hands-on training with me for the procedures he/she intends to teach; have been practicing the procedure he/she intends to teach for at least six months; be a licensed medical professional with the credential of Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO), or registered nurse (RN), or nurse practitioner (NP) in compliance with his/her state of residence licensing requirements; have completed the online CMA Teacher Application; obtain my personal official approval; sign and submit the CMA Confidentiality agreement, the CMA Trainee Agreement, the CMA Membership Application/Licensing Agreement, click and agree to the CMA Teachers Agreement, and undergo a verbal orientation to learn how to navigate the CMA faculty website modules, policies and procedures, and discuss future course dates and curriculum plans.

108. Since the very beginning in 2010, I have always confirmed (either myself or through my employees) that potential licensees have appropriate previous training or licensing that would enable them to perform the services offered under my registered marks. For example, since PRP is itself a filler with a much safer side-effect profile than Juvederm, training in Juvederm (a type of filler inserted into the face) and having an Allergan account to perform Juvederm would indicate a skill level that would make a

VAMPIRE FACELIFT procedure a relatively simple procedure to learn by indicating an understanding of the use of HA (hyaluronic acid) fillers. As another example, having experience in placing foley catheters or doing a pelvic exam (intensive care nurse or family practitioner) would indicate an understanding of anatomy that would allow understanding of the O SHOT procedure. I have regularly denied applications of those who are not properly qualified to license my registered marks. If an individual signs up for on-line training, he/she is not given access to the training materials until I or my employees research his/her qualifications, and I return the money of those who do not qualify and do not give them access to the training. I provide online testing to confirm the understanding of those who have studied online materials. For the past 10 years I have had frequent conversations with licensed service providers to confirm their understanding and to help further their understanding of the procedures offered under the registered marks. I also host a weekly webinar that covers new research and new developments in the procedures. These webinars are also co-hosted by other educators in my group. These webinars are transcribed and posted to the membership sites, and a postcard and an email with a link to the webinar is sent to every member of the group of licensed service providers telling them about the updates. This process allows me to systematically answer questions and keep the licensed service providers updated and the quality of services consistent. New licensed service providers undergo an orientation with one of my full time employees dedicated to familiarizing them with my membership website and content.

109. Since the very beginning in 2010, if a patient reports a negative outcome, I contact the patient to see who performed the procedure. If the person who performed

the procedure is not a licensed service provider, I send out a cease and desist letter to that person. If the person is a licensed service provider, then I contact the provider to insure quality control and discuss the case as a way to correct the provider. If the provider is not performing the procedure correctly, the practice is either corrected, or the provider loses his/her license to use the trademark procedure name.

110. Since the very beginning in 2010, I have made multiple calls to providers when I received a negative report from a patient so that I can go over the procedure with the provider. For example, the Plaintiff, Dr. Lisbeth Roy, had a patient who experienced overflow obstruction (the patient had to wear a diaper for a few days). Dr. Roy had decided on her own to increase the volume injected into the anterior wall of the vagina which blocked the flow of urine until the bladder was so full the pressure was causing urine to dribble out. After I explained to her what happened, she then agreed not to increase the volume of PRP injected into the anterior wall and no further action was needed.

111. Exhibits 95-137, which are comprised of my personal notes, files, and emails, all of which I have made and maintained in the ordinary course of my business, help to demonstrate my licensing and control of the registered marks. It was at the time and continues to be my regular practice to make notes, files, and documents and maintain emails like those shown in Exhibits 95-137.

112. Exhibit 95, which was produced during discovery with Bates Nos. Runels 4034-4233, is a list of the registered service providers as of June 1, 2019, who have accepted the licensing agreement on my website to license the O SHOT mark.

113. Exhibit 96, which was produced during discovery with Bates Nos. Runels 4326-4394, is a list of the registered service providers as of June 1, 2019, who have accepted the licensing agreement on my website to license the PRIAPUS SHOT mark.

114. Exhibit 97, which was produced during discovery with Bates Nos. Runels 4469-4507, is a list of the registered service providers as of June 1, 2019, who have accepted the licensing agreement on my website to license the VAMPIRE BREAST LIFT mark.

115. Exhibit 98, which was produced during discovery with Bates Nos. Runels 4582-4649, is a list of the registered service providers as of June 1, 2019, who have accepted the licensing agreement on my website to license the VAMPIRE FACELIFT mark.

116. Exhibit 99, which was produced during discovery with Bates Nos. Runels 4690-4745, is a list of the registered service providers as of June 1, 2019, who have accepted the licensing agreement on my website to license the VAMPIRE FACIAL mark.

117. Exhibit 100, which was produced during discovery with Bates Nos. Runels 4783-4805, contains copies of click and agree license agreements which registered service providers must accept on my website before becoming a licensed service provider for the respective procedures listed in the agreements. While my “click and agree” agreement has evolved over the years to include further language, my first, shorter “click and agree” agreement was made a requirement on my website beginning in the fall of 2015. All of these license agreements contain express quality control provisions, including the following:

Par. 2, Runels 4783 (“[Licensee] may use the Trademark(s) for so long as You pay the Licensing Fee(s) and follow accepted ACCMA protocols”)

Par. 2, Runels 4786 (“[Licensee] may use the Trademark(s) for so long as You pay the Licensing Fee(s) and follow accepted CMA protocols developed by Runels”)

Par. 2, Runels 4793 (“[Licensee] may use the Trademark(s) for so long as You pay the Licensing Fee(s) and follow accepted CMA protocols developed by Runels”)

Par. 2, Runels 4800 (“[Licensee] may use the Trademark(s) for so long as You pay the Licensing Fee(s) and follow accepted CMA protocols developed by Runels”)

And, prior to 2015, I had always required my licensees to follow my protocols.

This was not difficult to do in these early years, as for the first few years I had only a small number of new licensees per week, so I was able to and did have extensive communication with each of them concerning my protocols and quality control.

118. Exhibit 101, which was produced during discovery with Bates Nos. Runels 7646, is a screenshot of my website indicating how an applicant would see the click and agree license agreement [e.g., Exhibits 102-104] on my website.

119. Exhibits 102-104, which were produced during discovery with Bates Nos. Runels 4806-4832, contain copies of click and agree licensing and non-disclosure agreements which registered educators must accept on my website before becoming a registered educator for the respective procedures listed in the agreements.

120. Exhibits 105-117, which were produced during discovery with Bates Nos. Runels 4833-4925, are copies of further agreements between me and licensed Educators.

121. Exhibit 118, which was produced during discovery with Bates Nos. Runels 4926-4934, is a copy of an executed agreement between Eclipse Aesthetics and me which shows that Eclipse Aesthetics would include a 6-month license of the Vampire Facelift mark with the purchase of a centrifuge and kits, provided that the purchaser satisfactorily completed training.

122. Exhibits 119-120, which were produced during discovery with Bates Nos. Runels 6714-6845 and 7095-7149, are copies of printouts from my website as of July 31, 2019, which show an extensive collection of resource information for licensees and prospective licensees of the O-SHOT and ORGASM SHOT marks.

123. Exhibits 121-122, which were produced during discovery with Bates Nos. Runels 6919-7008, are copies of printouts from my website as of July 31, 2019, which show an extensive collection of resource information for licensees and prospective licensees of the PRIAPUS SHOT mark.

124. Exhibits 123-124, which were produced during discovery with Bates Nos. Runels 7173-7242, are copies of printouts from my website as of July 31, 2019, which show an extensive collection of resource information for licensees and prospective licensees of the VAMPIRE BREAST LIFT mark.

125. Exhibits 125-126, which were produced during discovery with Bates Nos. Runels 7297-7539, are copies of printouts from my website as of July 31, 2019, which show an extensive collection of resource information for licensees and prospective licensees of the VAMPIRE FACELIFT mark.

126. Exhibits 127-128, which were produced during discovery with Bates Nos. Runels 7571-7586, are copies of printouts from my website as of July 31, 2019, which

also show an extensive collection of resource information specifically for prospective educators.

127. Among the resources that I provide to all of my licensees are multiple, detailed instructional videos and updated videos on the various licensed procedures. These videos are only accessible to licensees via a password-protected, private, licensee-member website. The videos show me or my educators actually performing and commenting upon the details and intricacies of the cosmetic procedures themselves. They also show and discuss studies and research involving the procedures. Exemplary video clips are included in Exhibits 129-134, which were produced during discovery with Bates Nos. Runels 7588, 7597, 7599, 5831, 5833, 5838. I have also created numerous videos which I have distributed to the general public. While these videos only provide a more general understanding of the subject matter of my procedures, as is appropriate for the audience, these general public videos serve to further provide an association of a common source with my trademarked procedures. Examples of these latter videos are provided here as Exhibits 135-137, which were produced during discovery with Bates Nos. Runels 7601, 7602, 5835. There are literally hundreds of videos available to my licensees only, and hundreds of additional videos made for the general public. Those included here are merely examples. Just the production time for these instructional videos alone represents quite literally more than three years of my life and millions of dollars in investment. As a side note, I have poured most of my available energy into these procedures and my business over these last ten years, leaving only a fraction of my time available for my private practice. This has included the nearly half a million miles I have flown all over

this country to teach my educator licensees and other licensees. Certainly for the first few years it was not at all lucrative monetarily, though I do not deny that slowly over time that changed to the point that I have made enough money to be comfortable but am in no way wealthy. An additional reward, though, has been the near-weekly emails or calls I receive from my licensees, my patients, or patients of my licensees who are incredibly grateful for the life-changing effects that my procedures have caused them --- whether it be the alleviation of incontinence, the ability to have a sex life and the ability to start or rebuild a relationship or marriage, or the confidence that comes with the alleviation of face wrinkles.

Enforcement and Policing Efforts

128. I have been diligent in policing the registered marks. Enforcement is especially important to me in order to ensure that patients are provided service by service providers who are licensed under my trademarks and up to date on the latest research and procedures. When I learn that an unlicensed person is providing procedures under the registered marks, I send out cease and desist letters (either personally or via my attorneys or agents). We have consistently sent out cease and desist letters to hundreds of infringers.

129. I also maintain a list on my website of infringers, individuals who offer procedures in conjunction with my registered marks without a license. I also provide information on my website encouraging the public not to undergo procedures advertised with my trademarks with those not listed in my directory and to report unlisted infringers so that I can contact them and enforce my registered marks. I provide information on my website instructing the public how to report infringers.

130. Exhibits 138-158, which are comprised of my personal notes, letters and emails sent by me or my representatives, and files, all of which I have made and maintained in the ordinary course of my business, demonstrate my enforcement and policing of the registered marks. It was at the time and continues to be my regular practice to make notes, files, and preserve emails like those shown in Exhibits 138-158.

131. Exhibit 138, which was produced during discovery with Bates Nos. Runels 4005-4009, is a copy of a printout of my website page which instructs and encourages the public to report those who are infringing the registered marks.

132. Exhibit 139, which was produced during discovery with Bates Nos. Runels 4014-4018, is a copy of a printout of my website page which is an article that discusses my vigorous enforcement efforts.

133. Exhibit 140, which was produced during discovery with Bates Nos. Runels 4019-4023, is a copy of a printout of my website page which is a post which explains why I vigorously enforce my registered marks.

134. Exhibits 141-143, which were produced during discovery with Bates Nos. Runels 4025-4030, are copies of cease and desist postcards I have sent to infringers of my registered marks.

135. Exhibits 144-146, which were produced during discovery with Bates Nos. Runels 6197-6200, are copies of cease and desist emails I have sent to infringers of my registered marks.

136. Exhibit 147, which was produced during discovery with Bates Nos. Runels 6201-6202, is a copy of a cease and desist letter I have sent to an infringer of the registered marks.

137. Exhibit 148, which was produced during discovery with Bates Nos. Runels 6203-6284, is a list of infringers I have identified that is available on my website.

138. Exhibits 149-152, which were produced during discovery with Bates Nos. Runels 6287-6294, are copies of cease and desist postcards I have sent to infringers of my registered marks.

139. Exhibit 153, which was produced during discovery with Bates Nos. Runels 6299-6302, is a list of infringers who received a cease and desist letter from my attorneys.

140. Exhibit 154, which was produced during discovery with Bates Nos. Runels 1589-3896, 4963-5287, 7604-7645, is a collection of 739 correspondences between me or my representatives and infringers of my registered marks demanding that the infringers cease their infringement of my registered marks. In the vast majority of these cases, the infringement ceased after the infringer was contacted.

141. Exhibit 155, which was produced during discovery with Bates Nos. Runels 6285-6286, is a list of 110 infringers I contacted who complied with cease and desist letters sent to them at my direction as of August 6, 2019.

142. Exhibit 156, which was produced during discovery with Bates Nos. Runels 0028-0030, is a copy of an article I published on www.prnewswire.com on May 15, 2018, announcing my enforcement activity against infringers of my registered marks.

143. Exhibit 157, which was produced during discovery with Bates Nos. Runels 3765-3768, is a copy of a printout of an online article published on April 29, 2019, and publicly available as of April 30, 2019, which reported that two clients of an infringer in

New Mexico contracted HIV from a procedure done by someone who was not licensed by me or under my quality control procedures in any way.

144. Exhibit 158, which was produced during discovery with Bates Nos. Runels 3769-3773, is a copy of printout of an online article published on May 2, 2019, which reported that two clients of an infringer in New Mexico may have contracted HIV from an infringing procedure.

Recognition of the Registered Marks

145. Since I first began using the registered marks, I have invested significant time and money in promoting the registered marks. I have been interviewed on television and featured in numerous magazine, newspaper, and online articles about the registered marks. I have also posted extensively on my website and sent numerous marketing emails about the registered marks. The registered marks have received widespread attention and recognition, within the medical and cosmetic fields as well as the general public.

146. Exhibits 159-178, which are comprised of my personal notes, letters sent by me, files, and emails, all of which I have made and maintained in the ordinary course of my business, as well as publicly available articles that I have maintained in the ordinary course of my business, indicate the widespread recognition of the registered marks. It was at the time and continues to be my regular practice to make notes, files, and emails, and collect articles, like those shown in Exhibits 159-178.

147. Exhibit 159, which was produced during discovery with Bates Nos. Runels 6511-6584, is a printout of my publicly available website as of July 31, 2019, which indicates my marketing and enforcement of the registered marks.

148. Exhibits 160-164, which were produced during discovery with Bates Nos. Runels 6585-6768 and 7009-7094, are printouts of my publicly available website as of July 31, 2019, which indicate my marketing of the O-SHOT and ORGASM SHOT marks.

149. Exhibit 165, which was produced during discovery with Bates Nos. Runels 6846-6918, is a printout of my publicly available website as of July 31, 2019, which indicates my marketing of the PRIAPUS SHOT mark.

150. Exhibit 166, which was produced during discovery with Bates Nos. Runels 7150-7172, is a printout of my publicly available website as of July 31, 2019, which indicates my marketing of the VAMPIRE BREAST LIFT mark.

151. Exhibit 167, which was produced during discovery with Bates Nos. Runels 7243-7296, is a printout of my publicly available website as of July 31, 2019, which indicates my marketing of the VAMPIRE FACELIFT mark.

152. Exhibit 168, which was produced during discovery with Bates Nos. Runels 7540-7570, is a printout of my publicly available website as of July 31, 2019, which indicates my marketing of the VAMPIRE FACIAL mark.

153. Exhibit 169, which was produced during discovery with Bates Nos. Runels 0001-0015, is a copy of a printout from a publicly available article that was available as of January 21, 2019 which references Kim Kardashian receiving a VAMPIRE FACELIFT procedure.

154. Exhibit 170, which was produced during discovery with Bates Nos. Runels 0016-0023, is a copy of a printout from a publicly available article from Aesthetic

Medical Practitioner that was available as of January 10, 2019, which recognizes that I popularized the VAMPIRE FACELIFT procedure.

155. Exhibit 171, which was produced during discovery with Bates Nos. Runels 0024-0027, is a copy of a printout from a publicly available online newspaper article that was available as of February 21, 2019 which references that I trademarked the VAMPIRE FACELIFT procedure.

156. Exhibit 172, which was produced during discovery with Bates Nos. Runels 0035-0042, is a copy of a printout from an online article from Cosmopolitan, which was published on January 17, 2019 and publicly available as of January 18, 2019, and which references that I created the O SHOT procedure.

157. Exhibit 173, which was produced during discovery with Bates Nos. Runels 0043-0052, is a copy of a printout from an online article, which was published on January 20, 2019 and publicly available as of February 25, 2019, and which references that I created the O SHOT procedure.

158. Exhibit 174, which was produced during discovery with Bates Nos. Runels 0053-0058, is a copy of a printout from an online article from Cosmopolitan, which was published on February 13, 2019 and publicly available as of February 14, 2019, and which references that I trademarked the VAMPIRE FACIAL procedure.

159. Exhibit 175, which was produced during discovery with Bates Nos. Runels 0059-0063, is a copy of a printout from an article in Nylon Magazine, which was published on January 26, 2018, and which references that I created the ORGASM SHOT procedure.

160. Exhibit 176, which was produced during discovery with Bates Nos. Runels 0064-0066, is a copy of a printout from an online article, which was published on October 31, 2018 and publicly available as of November 1, 2018, and which references that I created the VAMPIRE FACIAL and O SHOT procedures.

161. Exhibit 177, which was produced during discovery with Bates Nos. Runels 0075-0079, is a copy of a printout from an online article published on Harper's Bazaar, which was published on January 22, 2014 and publicly available as of March 21, 2019, and which references that I created the VAMPIRE FACIAL and O SHOT procedures.

162. Exhibit 178, which was produced during discovery with Bates Nos. Runels 3777-3801, is a copy of a printout from an online article published on May 9, 2019, and publicly available as of May 13, 2019, and which references that I pioneered the PRIAPUS SHOT and O SHOT procedures.

Dr. Roy Benefited From Licensing My Registered Trademarks

163. On March 3, 2016, Dr. Roy signed a nine-page, written license agreement with me licensing the right to use, and separately to teach training seminars under, each of the VAMPIRE FACELIFT, VAMPIRE FACIAL, VAMPIRE BREAST LIFT, O-SHOT, and PRIAPUS SHOT marks ("the Licensed Marks"). Roy not only received the normal benefit of using the Licensed Marks as a licensee, but I also paid Roy money for training other licensees. Roy was a "Super Licensee," so to speak, who took full advantage of these double benefits. I specifically wanted Roy to sign a full, written agreement because I had been getting multiple reports from other licensees and potential licensees that Roy was becoming more interested in selling a centrifuge device used in my procedures than with teaching the procedures themselves.

164. Exhibit 179, which was produced during discovery with Bates Nos. Runels 4949-4957, is a copy of the trademark licensing and nondisclosure agreement between me and Dr. Lisbeth Roy, executed on March 3, 2016, pursuant to which Dr. Roy licensed the Licensed Marks. The license agreement contains detailed quality control provisions (*see, e.g.*, ¶¶ 5.8 and 5.9, Runels 4952), and Roy specifically agreed not to contest the validity of any of the Licensed Marks. Moreover, Roy specifically agreed that, upon termination of the License Agreement, Roy would immediately discontinue the use of the Licensed Marks and make no claims to any rights in the Licensed Marks.

165. On April 4, 2017, Roy filed the present action. On April 17, 2017, Roy's license was terminated pursuant to the prior notice and termination provisions of the license agreement. See Exhibit 180, Bates No. Runels 3203.

166. Exhibit 181, which was produced during discovery with Bates No. Runels 4962, is a social media post which was posted on social media by Dr. Roy on December 9, 2016, which acknowledges my positive influence on Roy including in the field of PRP.

167. Exhibit 182, which was produced during discovery with Bates Nos. Runels 0069-0071, is a copy of a printout of Roy's publicly available website as of June 20, 2018, after the filing of this action. This printout demonstrates that, long after she filed this action and her license was terminated, Roy's website continued to use the TM symbol with the O-SHOT, PRIAPUS SHOT, VAMPIRE FACIAL, and VAMPIRE FACELIFT marks.

168. Exhibit 183, which was produced during discovery with Bates No. Runels 4939, is a copy of a printout from my files which shows the sales commissions of over \$89,000 that I paid to Roy for training other licensees.

169. Roy not only signed a written agreement in 2016, as mentioned above, but also “clicked and agreed” on my website prior to that time. Exhibit 184, which was produced during discovery with Bates No. Runels 4958, is a copy of a screenshot from my online files which shows the exact time and date that licensees have “clicked and agreed” to license the VAMPIRE FACELIFT. As indicated here, Roy did so on November 13, 2015.

170. Exhibit 185, which was produced during discovery with Bates No. Runels 4959, is a copy of a screenshot from my online files which shows the exact time and date on which licensees who had entered into teacher licensing agreements with me to become Vampire Teachers to teach other licensees procedures associated with the registered marks “clicked and agreed” to my teachers license. As indicated here, Roy did so on March 28, 2016.

171. Exhibit 186, which was produced during discovery with Bates No. Runels 4960, is a copy of a printout from my online files which displays Roy’s profile in the online files I keep of licensed Vampire Teachers. As indicated in this exhibit, the screenshot shows the exact time on March 28, 2016 that Roy was registered in my system.

172. Exhibit 187, which was produced during discovery with Bates No. Runels 4961, is a copy of a printout of a webpage which identifies geographic locations associated with IP addresses. Exhibits 184-186 display an IP address associated with

Roy in my online files. Exhibit 187 here indicates that the IP address associated with Roy is located in Fort Lauderdale, Florida.

The Registered Marks Are Not Generic

173. As I described above, the registered marks are used in conjunction with medical procedures generally involving injecting platelet rich fibrin matrix, which refers to the substance formed when platelets, or platelet rich plasma (PRP), is isolated, into various parts of the body. The registered marks symbolize the unique methods I have developed and offer, along with my licensees, of injecting PRP. The registered marks are in no way descriptive, but rather are used to indicate source. In other words, the registered marks are used to indicate that the services are provided by me or by one of my registered licensees. As discussed above, each of the procedures that is offered in conjunction with a registered mark can be described using descriptive terms. In fact, I have produced evidence showing that the public uses PRP as a descriptive term.

174. Exhibit 188, which was produced during discovery with Bates Nos. Runels 0091-1577 and 7651-7755, is a collection of publicly available website advertisements and blogs posted by other doctors which use the terms “PRP” and “PRP injection” descriptively to describe procedures involving the injection of platelet rich plasma.

Dr. Gallo Was a Registered Service Provider

175. Dr. Julio Gallo provided testimony (51 TTABVUE) that he had never heard of me and had not signed any licensing agreement with me when he performed a VAMPIRE FACIAL procedure on Kim Kardashian in March 2013. Contrary to Dr. Gallo’s testimony, Dr. Gallo did sign a licensing agreement with me to use the

VAMPIRE FACELIFT mark and I had a right to supervise and control Dr. Gallo's use of the VAMPIRE FACIAL and VAMPIRE FACELIFT marks.

176. Exhibit 189, which was produced during discovery with Bates No. Runels 4937, is a screenshot of a website showing information on individuals who had become licensees and registered service providers of my VAMPIRE FACELIFT and VAMPIRE FACIAL marks, and shows that Dr. Gallo was a listed licensee and registered service provider of my VAMPIRE FACELIFT and VAMPIRE FACIAL marks beginning on December 9, 2012 through at least June 10, 2013.

177. Exhibit 190, which was produced during discovery with Bates No. Runels 4003, is a screenshot of a website showing information on individuals who had become licensees and registered service providers of my VAMPIRE FACELIFT and VAMPIRE FACIAL marks, and shows that Dr. Gallo was a listed licensee and registered service provider under my VAMPIRE FACELIFT and VAMPIRE FACIAL trademarks as of December 10, 2012.

178. Exhibit 191, which was produced during discovery with Bates No. Runels 4936, is the same screenshot as above but where I have circled the information that indicates that Dr. Gallo logged into my system on December 18, 2012, to complete the online training (which is what a provider does when he/she logs into my system) for my VAMPIRE FACELIFT and VAMPIRE FACIAL procedures.

179. Exhibit 192, which was produced during discovery with Bates No. Runels 4935, is a copy of an invoice dated December 11, 2012, from Eclipse Aesthetics, a medical equipment supplier, indicating that Dr. Gallo purchased a monthly license to use the VAMPIRE FACELIFT mark. Under an agreement that I had with Eclipse at the

time, Eclipse had the right to sublicense my trademarks. Exhibit 192 also refers to the sale to Dr. Gallo of "MicroPen Replacement Needles" --- and those needles are used for the VAMPIRE FACIAL procedure. See Exhibit 193, which was produced during discovery with Bates Nos. Runels 4926-4934. In addition, Eclipse did provide Dr. Gallo with training under the license agreement for both the VAMPIRE FACELIFT and the VAMPIRE FACIAL procedures at a workshop, and, as mentioned above, Dr. Gallo was provided online training on my website.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct,

Executed this 12th day of June, 2020 in Fairhope, Alabama.

By: Charles E. Runels Jr.

Dr. Charles E. Runels Jr.

CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, a copy of the foregoing was served by e-mail on counsel for Petitioner, Courtney L. Stuart-Alban, to: Courtney@StuartAlbanLaw.com

Date: June 12, 2020

By: /Donna B. Scott /
Donna B. Scott

**DEFENDANT
TRIAL EXHIBIT**

2

Natalie
 Re: Interested in the Selphyl injections
 To: Charles Runels, MD
 April 12, 2010 at 9:04 PM

I will see if I can make arrangements.
 thanks
 Natalie

* Charles Runels, MD
 Re: Interested in the Selphyl injections
 To: Natalie
 April 12, 2010 at 8:32 PM

goes where ever most needed. you could come in tomorrow for me to take a look if you want. I could work you in between 2 and 6 pm
 344-4049 for an appointment. or you can just call my cell if you have questions...648-7704

--
 Charles Runels, MD
<http://TempleOfPain.com>
<http://SexEnergyDoctor.com>
charles@runels.com
 251-648-7704

Natalie
 Interested in the Selphyl injections
 To: Charles Runels
 April 12, 2010 at 8:27 PM

How much will you inject?
 Where on the face to the injections go?
 thanks
 Natalie

Charles Runels, MD
 888-920-5311

Runels.com
VampireFacelift.com
QShot.com
VampireFacial.com
VampireBreastLift.com
PriapusShot.com
LichenSclerosusTreatment.com
OrgasmsSystem.com

Roy v. Runels
 (Cancellation No. 92065804)

Runels3808

DEFENDANT TRIAL
 EXHIBIT

2

Case no. 92065804
 Offered by: Charles E. Runels Jr., MD

**DEFENDANT
TRIAL EXHIBIT**

4

Benefit

- 4 years of ~~working~~
- ~~lasts year~~ (4)
- ~~natural~~
- upper fuel
- symmetrical scar
- well used ~~with~~

- lasts year (4)
- natural

- What can do
- What is
- how it works
- why better than

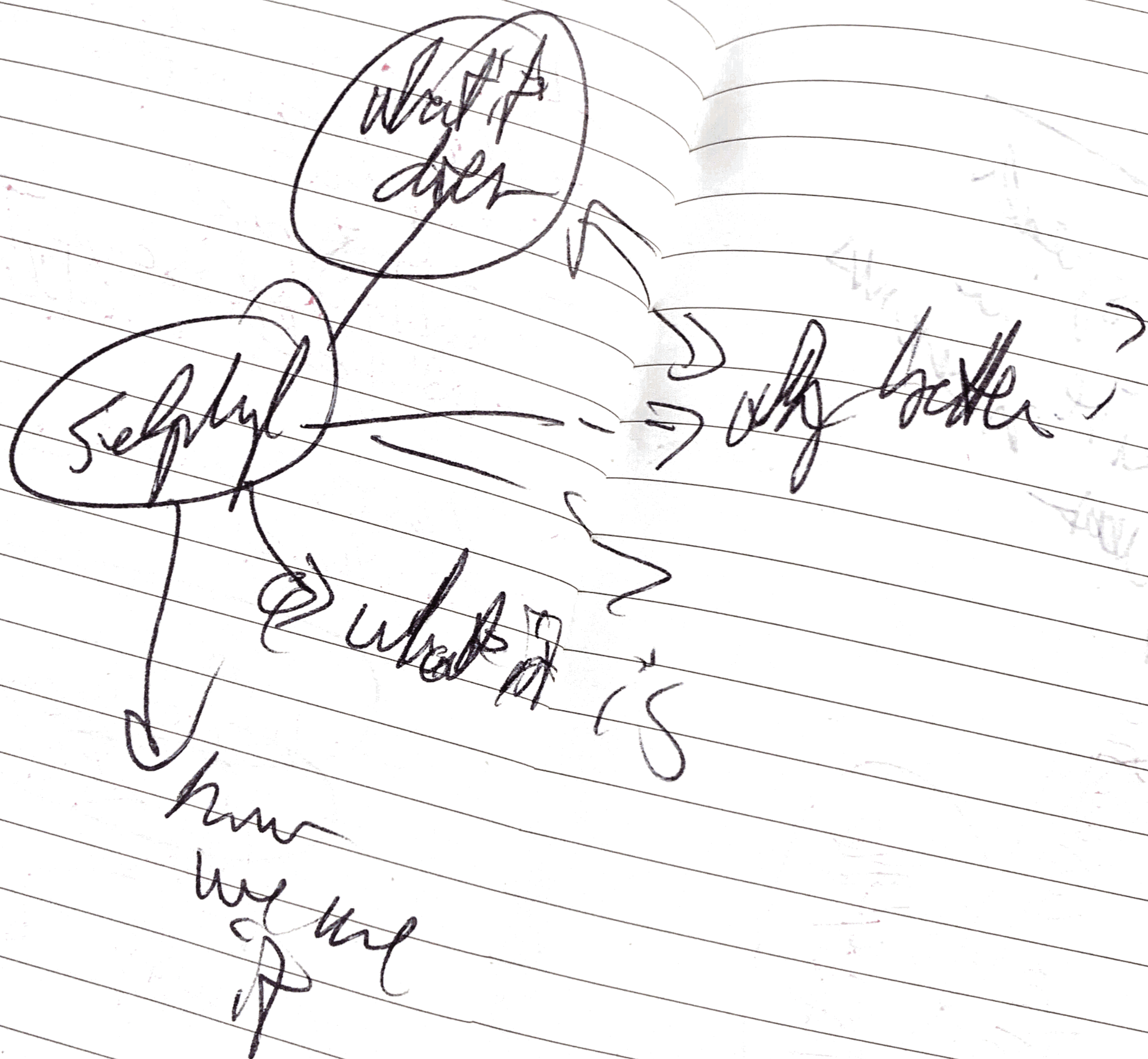
want Karen

2:58 supply problem.

- what the questions
are?
problem solved?

The Bad

current notations



**DEFENDANT
TRIAL EXHIBIT**

5

vampirefacelift.com

Domain Name: VAMPIREFACELIFT.COM

Registry Domain ID: 1592603118_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.launchpad.com

Registrar URL: LaunchPad.com

Updated Date: 2019-03-29T03:20:52Z

Creation Date: 2010-04-13T09:42:42Z

Registrar Registration Expiration Date: 2020-04-13T09:42:42Z

Registrar: Launchpad, Inc. (HostGator)

Registrar IANA ID: 955

Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>

Registry Registrant ID: Not Available From Registry

Registrant Name: Charles Runels

Registrant Organization: TempleRepair Skin Care

Registrant Street: 52 South Section St. Suite A

Registrant City: Fairhope

Registrant State/Province: AL

Registrant Postal Code: 36532

Registrant Country: US

Registrant Phone: +1.2516487704

Roy v. Runels
(Cancellation No. 92065804)

Runels5828

DEFENDANT TRIAL
EXHIBIT

5

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

**DEFENDANT
TRIAL EXHIBIT**

6

From: Marian Mason <mdsmason@yahoo.com>
Subject: Re: Another birthday for me, but 13.6 teenagers will today lose the chance
Date: April 18, 2010 at 7:52:18 PM CDT
To: charles@runels.com

Charles,

Another preventable tragedy....I cried when I read this email. I only hope it impacts your son to the point that he will never forget his friend or this lesson.

More adolescents are affected by TBI than any other age group, usually due to vehicular accidents.

Thanks for passing on this very important information.

Marian

--- On Sun, 4/18/10, Charles Runels, MD <charles@runels.com> wrote:

From: Charles Runels, MD <charles@runels.com>
Subject: Another birthday for me, but 13.6 teenagers will today lose the chance
To: mdsmason@yahoo.com
Date: Sunday, April 18, 2010, 4:21 PM

Having trouble viewing this email? [Click here](#)

Hello Marian

Two weeks ago, my middle son (age 16), came home from spring break to tell me that he lost a very good friend in a car accident.

I lost a first cousin and a friend to the same when I was in high school.

I will have another birthday next week (my 50th). **As that birthday approaches, I tried to think of what I could do to make sure my sons make it to their 50th.**

Here are the stats:

Each Year over 5,000 teens ages 16 to 20 die due to fatal injuries from car accidents (that's an average of 13.6 per day or about one every 30 minutes 24 hours per day).

Here's the free solution that I came up with as a way to show gratitude for my 50th birthday. I hope you find it useful for you or your family.



Peace & Health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive.

Charles

Charles Runels, MD

Quick Links...

~~~~~

[Our Website](#)  
[Anytime...for as Long as You Want](#)

[#1 Weight Loss Secret](#)  
[Practical Application of IST \(now as an immediate download\)](#)  
[The 3-Day Fat Burn](#)

[About Dr. Runels](#)

#### Contact Information

~~~~~  
phone: 251-344-4049
~~~~~

[Join Our Mailing List!](#)

**Save \$1,000 off of the most space-age  
anti-aging treatment for the face--the  
Vampire Face Lift (this will be bigger  
than Botox): [Selphyl](#)**

**Offer Expires: May 1**

[If this helped you, forward email](#)

✉ [SafeUnsubscribe®](#)

This email was sent to [mdsmason@yahoo.com](mailto:mdsmason@yahoo.com) by [charles@runels.com](mailto:charles@runels.com).  
[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe®](#)! | [Privacy Policy](#).

Email Marketing by

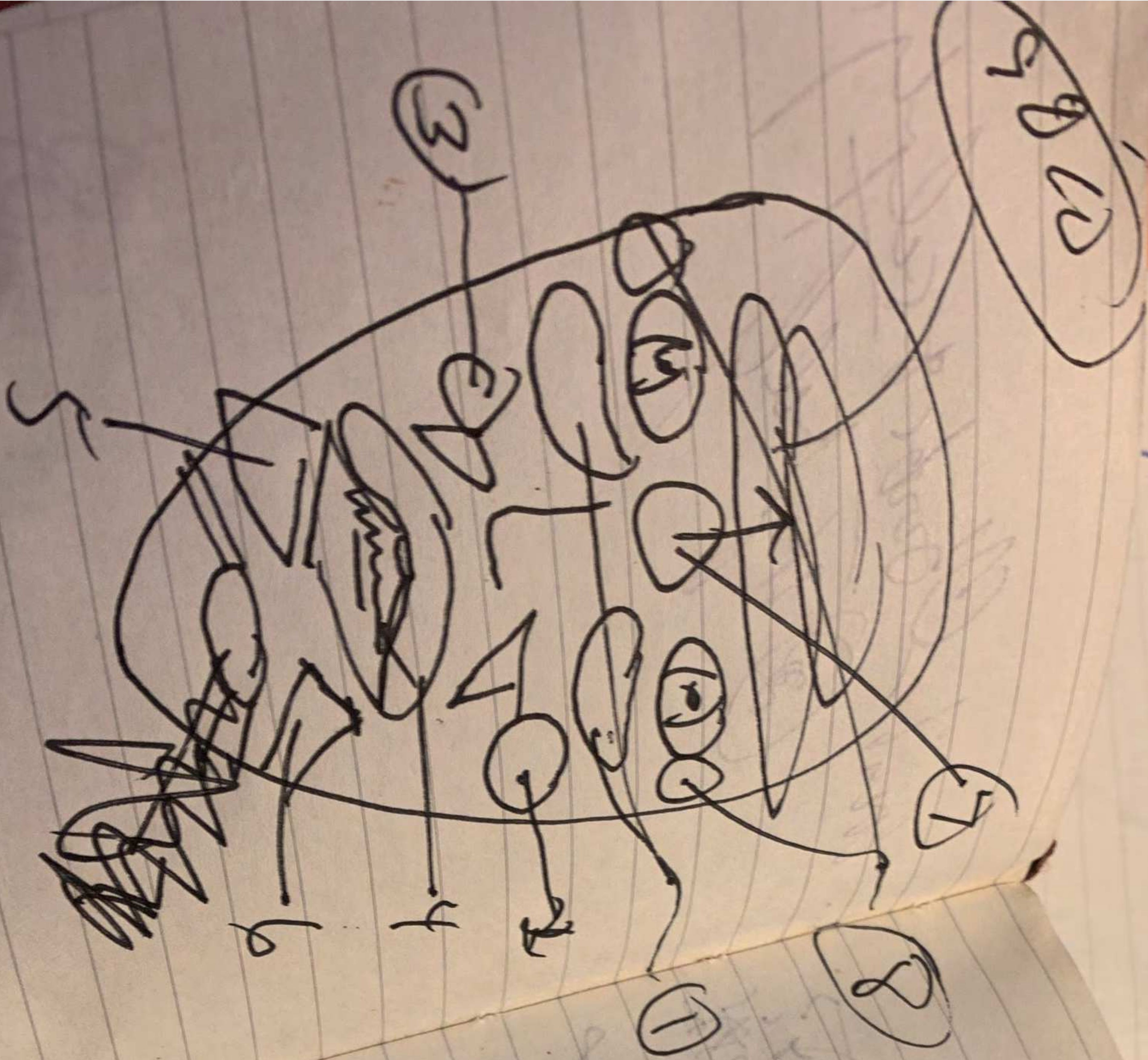


Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

**7**

- word for pen  
 - immediate observation  
 - power contact



Set #950 chert

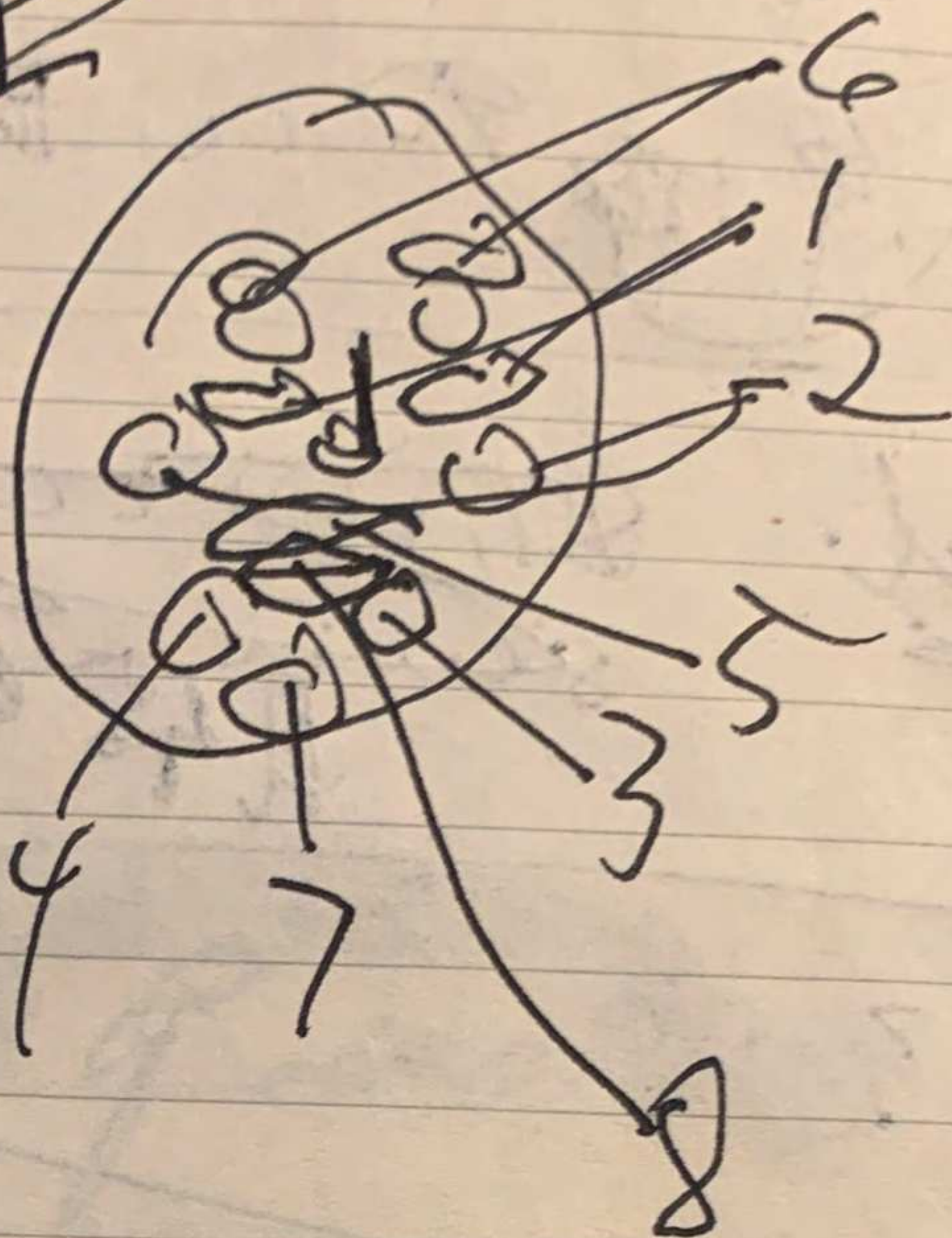
(Best cc 250)

1) black Black  
 2) red 15m 5m 10  
 3) red 15m 5m 10

9276 needle  
 1.25mm

Vantage

Fuller  
Canyon



VISA

4305-7225-4392-

K97.

3024

exp

02/12

3301

North

M. 1/10

Suba 11

Suba 11

swel

# Money Due

cc Run  
cc Run

✓ - Marcia (cc) 1,500 ✓

✓ - <sup>Vampire</sup> Betsy Parker (cc) 2,500 ✓

✓ - Sarah 1,800 ✓ 1. polite

- Adrian Williams 1,500 Lipolite

✓ Kathryn Naren (cc) ~~1,500~~ 1,500 (swel 500)

✓ Roswell cc <sup>106</sup> \$1400... ✓

✓ Tew CC \$200 ✓ cc 5

✓ Kabir \$290 cc 4/27

- Fiben \$290 cash

- Butch/chong \$200 Bofx chok  
- Street \$550 checks

Billed

✓

✓

check

✓

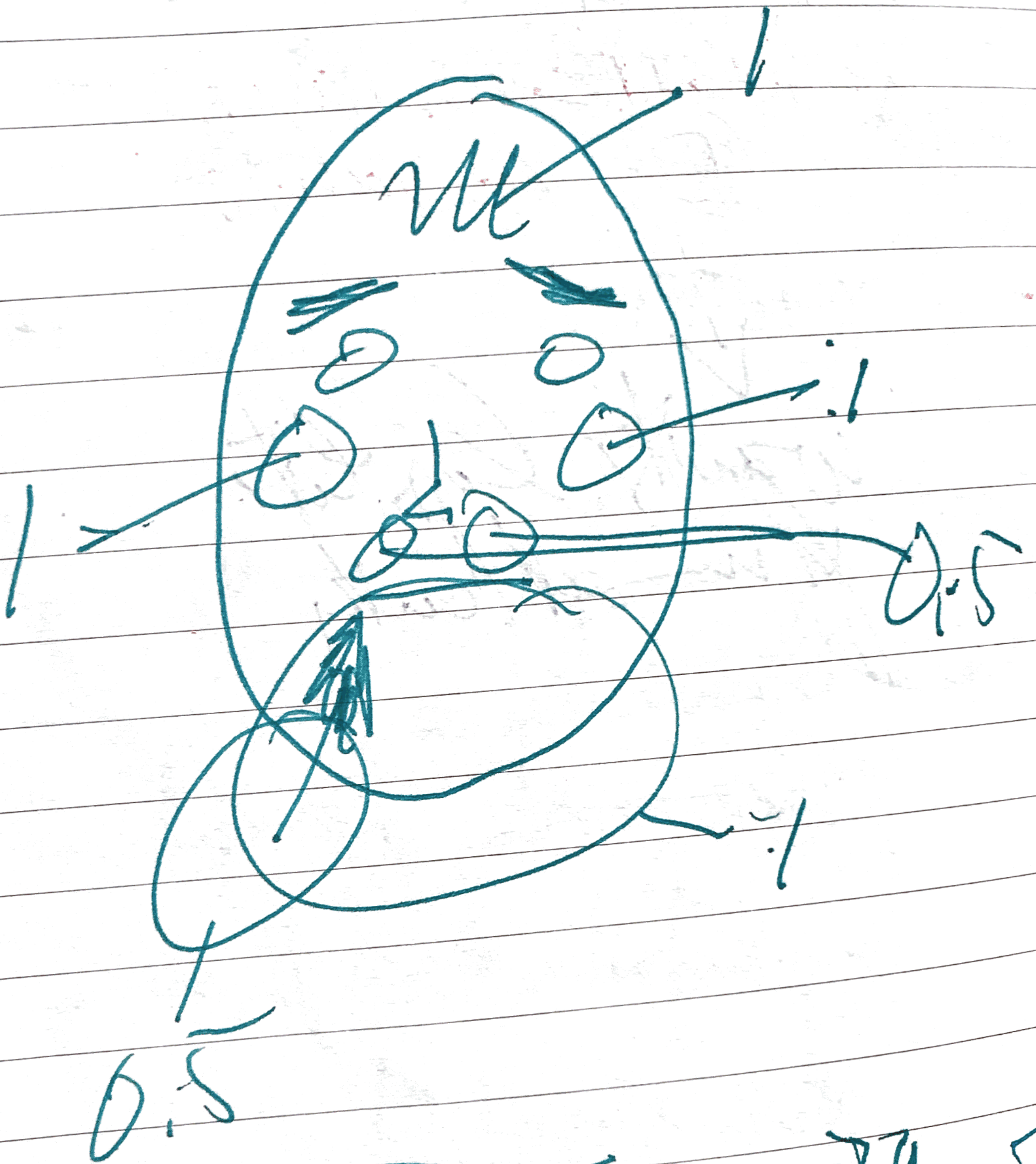
✓

✓

✓

✓  
✓

Balyn



\$2,500 hypothesis  
+ various  
Balyn Pen → VBG  
more - various \$1,500

**DEFENDANT  
TRIAL EXHIBIT**

**9**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Charles Runels, MD** <[charles@runels.com](mailto:charles@runels.com)>

Date: Wed, May 12, 2010 at 12:26 PM

Subject: The Oil Blob is Coming, so Party?

To: <[charles@runels.com](mailto:charles@runels.com)>

Hello charles

A few days ago, [I went for a Mother's Day walk on the beaches of Gulf Shores with my parents.](#) They are still doing well and walking daily (in their 70's now) and as I walked along I was grateful to be able to feel the morning sun and the ocean air with them.

My father once told me that while visiting the beach with my mother (when he was about 20 years old) he saw children playing and decided he "wanted one of those." So, **I guess the sea played a part in my conception?**

Anyway, while walking the beach there near my home with my parents as part of our Mother's Day celebration, I was concentrating

Roy v. Runels  
(Cancellation No. 92065804)

Runels5376

DEFENDANT TRIAL  
EXHIBIT

9

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

even more than usual on enjoying the beach and my mother as if it might all go away tomorrow, especially since the approaching and growing oil blob could very well spoil the beach soon.

A few blobs of oil washed ashore a few days ago, but **so far the sand and sea and my mother are still beautiful.**

But the reason I'm writing is that **while there I noticed something about peace and health and how you could have more of it today.**

**The buzz around town is of course how the oil could change everyone's life.** The hotels are not booking as many people, the real estate market (already depressed) would be smashed by beaches stinking with oil. The fishing and the seafood industry and the seafood restaurants would suffer. All of the spin off industry fed by the tourists and the retired people who spend the winters here (from clothing to health care) would suffer.

Oddly, **some are already leaving.** The oil blob grows. No one knows where it will go or how big it will become while the blob simply hovers in the ocean. **It's not unlike waiting for the hurricanes that sweep through: we watch them on the news, they grow, they waver here and there, and then they eventually land and destroy.** There's nothing anyone can do to prevent their growth in power or change where they land.

**When I lived away from the coast, I would wonder about the people who had hurricane parties. How can people throw a party and sing and dance when a hurricane is coming?**

But, **I must admit, now that I'm here, when Katrina came, I sat on the porch, listened to music, and soaked up the energy while watching the trees crash around me** (I was situated with my back against a strong building and the wind blowing away from me).

So, as I'm walking along with my mother a few days ago, thinking about the approaching oil blob that will engulf whatever town it chooses, I was looking for signs of preparation for fighting the blob. Just one local organization has over 7,000 volunteers on standby ready to start clean up of sand and birds when/if the blob arrives.

I thought I might see, while walking, stacks of material to soak up oil or something of that nature.

There were some new fences up and some temporary structures that I thought might be part of the clean up preparation so I walked to closer to the fence to investigate and there on a sign was one of the best peace and health tips I've seen in a long time:

**"The Biggest Beach Party Ever, May 16-21"**

**The new fences and structures were not part of clean up, they were part of the preparation for the music festival this coming weekend.**

So, while the blob grows in size and hovers near, **some leave town, while others throw a party.**

**If you think this sounds foolish, hang with me just a little longer and I'll tell you how to use this strategy wherever you are today.**

In [Man's Search for Meaning \(which by some is thought to be the most influential book written in the english language\)](#), **Victor Frankle** tells how while in a German War Camp, he and his Jewish brothers-- malnourished and beaten and tortured--**stopped while marching in the cold to celebrate a sunrise.**  
When **Saint Paul** was in prison, after being beaten by his Jewish brothers and hated by the Gentiles--he sang and had a party.

Survivors of the Titanic speak of how the band played songs while the ship sank and people perished all around them (the band perished as well).

So the principle is that **during times of trouble and disaster, sing.**

**Here's the tricky part of this. You may think that singing while in trouble is simply cheap drugs and somehow lessens your intellect or your fighting ability to deal with whatever disaster strikes.**

**If you think singing makes you weak, please remember that soldiers for centuries have used song and drums to find courage and focus to deal with the enemy. Everyone from Native Americans of 1,000 years ago up to our modern soldiers have sang while marching to battle.**

OK, I know that you're not walking through snow in a prison camp where your family was extinguished and you don't have a hurricane at your back door. But, I know **simply being alive puts you in conflict and you will need peace to fight your battles to take care of your family and even to find health for your self.**

When it comes to health, **you might think singing fits with "aging gracefully." What poisonous phrase! Who ever says, "I'm not going to paint my house, I'm just going to let it age gracefully." Who ever says, "I'm not going to wash or wax my new car, I'm just going to let it age gracefully."**

**You don't sing to sit gracefully, you sing to fight bravely and with strength.**

Yet, with the body-temple, **I hear people say they don't want cosmetic or heath procedures done because they are going to simply age gracefully. Even with something completely natural**

(like [Selphyl](#)--the Vampire face lift), people fear being thought "vain" for taking care of the body.

The old story about Mohammad applies: Someone said, "I'm going to loose my camel and trust it to GOD." Mohammad said, "No! Tie your camel; then trust it to GOD."

**So, the blob is coming. Volunteers and supplies are as ready as possible, so let's sing songs and wait for the Blobs coming!**

**You also have [your battle today for health](#). Music has been proven in increase the amount and speed of walking if played while exercising. *Sing, play your iPod, while you walk today.* Something horrible looming or crushing you now? It's OK to cry--to feel the pain. You're not required to be happy about everything in times of trouble. Christ cried.**

**Fight the blob, take care of the body-temple,**

**but,**

**take time to sing**

**today.**

**I'm cheering for you and if we pass in the street, I may not speak but I will sing along.**

Peace & health,

A handwritten signature in blue ink, appearing to read "Roy v. Runels". The signature is stylized and cursive.

Charles Runels, MD



## Quick Links...

~~~~~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[New Before and After Photos of Lipolite to trim the body](#) for the beach.

Contact Information

~~~~~

phone: 251-344-4049

~~~~~

A new treatment for Jowls and Double Chin with Lipolite

Y

[If this helped you, forward email](#)

Email Marketing

by

This email was sent to charles@runels.com by charles@runels.com.

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |

[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

THIS IS A TEST EMAIL ONLY.

This email was sent by the author for the sole purpose of testing a draft message. If you believe you have received the message in error, please contact the author by replying to this message. Constant Contact takes reports of abuse very seriously. If you wish to report abuse, please forward this message to abuse@constantcontact.com.

**DEFENDANT
TRIAL EXHIBIT**

12

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Jane Tabachnick** <jt@janetabachnick.com>

Date: Mon, Jun 21, 2010 at 5:22 PM

Subject: Re: Climb to Better Health...of Fall "Gracefully"

To: <charles@runels.com>

Hi Dr Runels

That was a lovely email you sent yesterday for Father's Day. Great reading list.

I hope you had a joyous day with your boys!

Best

Jane Tabachnick,

Product Launch Manager, Buzz Builder

<http://www.thebuzzbuildingtoolkit.com>

Great Video:

Roy v. Runels
(Cancellation No. 92065804)

Runels5451

DEFENDANT TRIAL
EXHIBIT

12

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

[How Apple Sells 600,000 phones before they officially go onsale!](#)

Charles Runels, MD wrote:

Hello,

I drove a 1972 Ford Pinto to high school. I kept it clean and waxed but I thought I was too busy to check the oil.

I let it run low, and caused some serious damage to the engine and found myself with a car that would not run at all. I bought a repair book, went to the junkyard and took the a head from a wrecked Pinto and then rebuilt the engine on my car.

During the three days and most of a night that it took for me to repair that engine, I could not drive it at all.

After I rebuilt that engine, and understood more about how it worked, then I used an old-fashioned timing light and other tools to keep it running at optimum speed. I set up a maintenance schedule and stuck with it most of the time. I checked the oil with almost every fill-up, checked the air in the tires weekly, washed it weekly, and waxed it once a month. The car gave me great service and looked sharp until I finally traded it for another car.

Odd that with the body-temple (which people cannot trade for another on this planet) people will not usually set up a maintenance schedule that will keep the body well-and then stick with that schedule.

There is **a time for use and a time to maintain.**

The body-temple is a tool that you animate. **You are not your body, but you are so closely dependent on your body,** and its health can so much control what you are able to do physically and mentally **that some think of themselves as the body.**

Ironically, you be more exacting with your body and you will take better care of it if you think of it as something separate from who you are. You will not pay as much attention to hunger, or fatigue, or the discomforts of exercise if you think of your body as something you are caring for so that you can enjoy and produce more here on the planet.

Keeping your body functional will become keeping your main tool operational. Keeping your body beautiful will become the gift that you give to your lover. Keeping your body pure becomes the sacrifice that you offer to the heaven you find on earth.

If you think of yourself as your body, you will find it more difficult to judge what your body needs and does not need. You consider more personal and threatening the discomforts that lead to better health and will avoid the pains of the maintenance of health and fall into the pains of disease. For example, temporary hunger will feel like a threat to YOU rather than something your body must tolerate because you think it best. You become almost like the supervising guardian of your body.

The physical and the spiritual and mental giants of all time have taken time to see to the maintenance of the body-temple on some sort of schedule. **Since the spiritual leaders have often found refuge and inspiration in the mountains, I call this maintenance time "Climbing."** This contrasts with the "Falling" into disease and despair that comes with ignoring health maintenance.

Climbing could literally mean climbing a mountain to seek a place to pray. More commonly, it will mean figuratively climbing to better health by going for a walk.

Areas to Consider

In considering the methods for climbing, it's useful to first consider what needs to be maintained. Consider a body without a healthy mind-not good. Consider a healthy body and mind with a troubled spirit-again, not good.

For the best health, the Law is that you must have all three: body, mind, spirit. Here is an example of how cliché originates from truth.

So, whatever method the Law of Health dictates, must care for those three areas of health.

Schedules

There must be a balance between using a tool and caring for it-- between walking for travel and climbing for fresh air.

There are those who so much enjoy tuning a car that they make their living tuning cars. But, if they tuned their own car every day with the full maintenance schedule of rotating tires, changing the spark plugs and head gaskets, then they would never be able to drive the car-it would be continually disabled by the maintenance.

And here lies an uncomfortable law: when you are climbing, you can't be doing. When you are replacing spark plugs, you can't simultaneously drive your car down the interstate. When Christ was on the mountaintop in prayer, He could not speak words of peace to the crowd.

When I was a teenager, I worked two to three part-time jobs and went to school and ran track. I had places to go. I did not have time (I thought) to maintain my car.

You have places to go and things to do and will think that you do not have time to climb to a place of better health. But, the Law of Health is that you must take time to climb or you will fall.

Because you do have things to do, however, you will want to find the most effective way to keep your health with the least amount of time possible so that you can go about doing.

There are those who's main thing to do is to take the body to an almost super-human place. These may be professional athletes or professional models. And there are those who so much enjoy the activities of maintaining the body that they never get around to the doing. There is nothing wrong with looking to find a place in mind, body, and spirit that few find. Find the place of super-health and mind and spirit if you wish. But, you must do this in a way that leaves time for using your body-temple as the tool it was meant to be.

The Magic Ingredient of Breath

The Law of Health recognizes that there is a magic ingredient. The whole is greater than the sum of the parts. When I saw someone die in the ER, I could often see what was wrong with the heart or lungs to cause their death. But, between life and death, there is an invisible line which when crossed means the loss of breath.

The breath that goes into clay to animate it and make it become life is something greater than the mechanics and chemistry of the body. The more you study biology, the more it becomes chemistry; the more you study chemistry the more it becomes math (I was a

chemistry/math major in college and worked as a chemist before medical school).

Most importantly, the more you study math, the more it becomes prayer. Math and chemistry describe and predict, but they do not explain.

There is a law, gravity, that says two objects are attracted to each other with a force proportional to their mass and inversely proportional to the distance between them. This law predicts and describes but it does not explain why two objects should be attracted in such a way.

For more understanding about the difference between explaining and describing, you should [watch this conversation with Richard Feynman](#)(who won the Nobel Prize in physics in 1965 and helped develop the atomic bomb).

Einstein died searching for the "why." In describing his search, he said, "GOD does not play dice with the universe."

So, **there is not just an order but also a breath**, not just a "what" but an unexplained and invisible "why" that animates and brings life to clay and brings more life when inhaled.

{This note is a copy of Lesson 1 of the 3rd Law of Health: Climb. For more lessons from the Law of Health, [go here.](#)}

Whatever schedule you use to climb to better health, must account for this breath and allow you to inhale more life into your body-temple. Finding this breath may mean being alone, being

around certain people, or being in certain places. But to ignore the inhalation of this breath is to miss one of the benefits of the Law of Health.

Cosmetic is Good

On the other hand, in considering the mechanics of health and the magic of breath, you may think that you have the complete picture and to simply try to look more attractive is waste. But, imagine an amazing racing car with a 16-cylinder engine. Now imagine not taking time to wash and wax or even paint the body of the car. Sure, the shine of the paint has no direct effect on how the engine runs (or so we think). But, if you wash your car and wax it, then you will find that the engine seems to run better.

More practically, I have seen some who will become motivated to take better care of the engine after a good wax job. They take a deeper breath when the body temple just appears healthier. Many women will go on diets and eat healthier after the liposuction. When they see all the fat that I suction out of their abdomen, they go home determined to eat more fruits and vegetables.

Of course there are those who would only wash and wax the car and never put oil in the engine. This does not work either. The healthiest become the most beautiful by virtue of their health. The best schedules are those that first take into account the mental and spiritual health. From this power, the person takes care of the physical health.

Then cosmetic efforts become the wax job on the finely tuned racing car.

Some of the catholic priests of the dark ages thought it vanity, waste, and a detriment to spiritual climbing to even take time to

bathe. The Law of Health says, **"If the temple where you kneel to pray can have thousands of dollars worth of stained glass and carved wood, then the physical temple that houses your spirit is worthy of cosmetic care."**

There are those who say, "I would rather age gracefully." But, who says such about their car: "I'm not going to wash or wax or repair that big dent from bumping into a pole because I'm just going to let my car age gracefully."

Who says, "I'm not going to paint my house and sweep the floors because I'm just going to let it age gracefully and crumble and rot."

Yet, many will say with pride, "I'm just going to let my body age gracefully."

Conclusion

The body-temple is worthy of scheduled maintenance that involves effort to climb to a better place of health of mind, body, and spirit. In considering schedules, the mechanics, the breath, and the cosmetics are important.

{This note is a copy of Lesson 1 of the 3rd Law of Health: Climb. For more lessons from the Law of Health, [go here](#). If you have already subscribed to the Law of Health, you do not need to re-subscribe; new lessons will come to you automatically.}

Peace & health,

Charles Runels MD

Charles Runels, MD



Quick Links...

~~~~~  
[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[New Before and After Photos of Lipolite to trim the body](#) for the beach.

## Contact Information

~~~~~  
phone: 251-648-7704
~~~~~

# A new treatment for Bra- Bulge with Lipolite

[If this helped you, forward email](#)

Email Marketing

by

This email was sent to [jt@janetabachnick.com](mailto:jt@janetabachnick.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |

[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

**13**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **jeanne sanborn** <[jeannesanborn@gmail.com](mailto:jeannesanborn@gmail.com)>

Date: Fri, Jun 25, 2010 at 11:33 AM

Subject: botox specials

To: Charles Runels <[charles.runels@gmail.com](mailto:charles.runels@gmail.com)>

Charles,

I am sending out an email vampire face lift,summer body with lipolite,and new products.Our constant contact has 1200 names.I will send you a copy. *I will link to your website.*

*I spent some time at a very successful med-spa in Chicago.*

Here are some things they are doing.

- 1.) the doctor is always there during scheduled hours.(I was a \$700. walk in for Botox)
- 2.) everyone checks in and out at the front desk.
- 3.) the doctor had two rooms running at one time
- 4.) the doctor runs on time.(she told me she gets many patience for her reputation on her skill as well as she is known to have very little wait time. She is the mother of 4 and understands mothers on schedules.) This is a complaint for us.
- 5.) once a month she offers a full day for cash Botox.(She said they do between 20 and 30 clients,\$10. a unit normal price\$14.per unit, the appointments start at 8am and run until 7pm)
- 6.) the office has one Saturday a month for procedures no special pricing.
- 7.) No 2 week follow up (it wastes time)

Roy v. Runels  
(Cancellation No. 92065804)

Runels5449

DEFENDANT TRIAL  
EXHIBIT

**13**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

I think we could do the cash botox on a Wednesday.Possibly next Wednesday before clients leave for the 4th.I could make an event of it.We would set dates for the next 4 cash days.No free follow up on cash just book then for 3-4 months out.

The party's should be cash or checks only.If people know in advance they will not have a problem  
I know you want to go to Mississippi , that does concern me.I live in West Mobile and you are welcome to use my home.I have plenty of space and do not mind entertaining.  
I know things seem slow but it is in every office in town.We have to be the best and take good care of the clients.

Please call me or email with your ideas.I was very inspired when I was in Chicago.  
I know we can do this we just have to have a plan and stick to it.  
Jeanne

**DEFENDANT  
TRIAL EXHIBIT**

**14**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Charles Runels, MD** <[charles@runels.com](mailto:charles@runels.com)>

Date: Mon, Jun 28, 2010 at 2:26 PM

Subject: His son's murderer stood before him...what he said and how it will improve your health

To: <[charles@runels.com](mailto:charles@runels.com)>

Hello Charles

A friend of mine (at the YMCA last week) said to me, "I recently had a stroke that left my left side paralyzed. I always thought that I would just enjoy life and then just die by not paying attention to my health. I never thought that I might not die but simply be made unable to function and kept around."

**That's the trick about disease: unlike a real attacker, it sneaks in the back door.** If you have an unhealthy habit, or if you ignore the rules for finding best health, it's like ignoring the villain lurking outside your door.

Roy v. Runels  
(Cancellation No. 92065804)

Runels5445

DEFENDANT TRIAL  
EXHIBIT

**14**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

There are not police to protect you. You can learn some about how to fight the war for health by first recognizing the enemy. And you can get some motivation from warriors.

Here's one of my favorites:

Dusty and beaten with his family slain by the man standing in front of him, he looked his enemy in the eye and said, "My name is...."

If you want to plug into even more strength and instruction for your battle for excellent health, I also recommend this.

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive, with the "MD" part being more stylized and compact.

Charles Runels, MD



## Quick Links...

~~~~~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[New Before and After Photos of Lipolite to trim the body](#) for the beach.

Contact Information

~~~~~

phone: 251-648-7704

~~~~~

**A new treatment for Jowls
and Double Chin with
[Lipolite](#)**

[If this helped you, forward email](#)

[Email Marketing](#)

This email was sent to charles@runels.com by charles@runels.com.

by

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |

[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT
TRIAL EXHIBIT**

15

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Constant Contact** <support@constantcontact.com>

Date: Sat, Jul 3, 2010 at 2:27 PM

Subject: Your email Demonstrate a Miracle with Your Body has been sent

To: <charles@runels.com>



Dear charles runels,

Your email, named To see a miracle, was sent on 07/03/2010 around 3:27 PM EDT.

Below is a copy of the HTML version your contacts received. Don't forget, you can easily monitor the effectiveness of your email with real-time metrics and stats. Log in to your Constant Contact account and visit the **Reports** area under the Emails tab.

Subject: Demonstrate a Miracle with Your Body

Roy v. Runels
(Cancellation No. 92065804)

Runels5435

DEFENDANT TRIAL
EXHIBIT

15

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Hello charles

I know that sometimes, **in your struggle to be healthy, you would simply like to see a miracle.** So, here we go (if you want); I'm going to show you how.

First, do this simple demonstration of something with your body that no one can explain (isn't that what a miracle is?).

After that demonstration, then I will show you how to manifest a miracle toward your particular disease.

Here's **what you do first:**

1. Take a paper clip and **make a tiny scratch** on the back of your hand. You don't need to draw blood and you don't need to make it long--a quarter of an inch will do.
2. **Take a photo** of the scratch.
3. Take that same paper clip and **scratch a piece of paper.**
4. Put the paper in a desk drawer.
5. Make an appointment on your calendar, for one week from now, to look at your hand.
6. For the next week, I want you to **take no notice of the scratch** at all. Do not think about it at all.

7. **One week from now, look at that same spot on your hand.** Get out the photo that you took of your hand and compare the before and after images.
8. Now, remove the paper from your desk and look at that scratch on the paper.

Observations:

1. Without any thought or effort from you at all, **the scratch on your hand has almost completely disappeared!**
2. **The scratch on the piece of paper has not changed.**

Conclusions:

There is an Intelligence built into your flesh that is not present in the paper. Within the cells and the genetics of living flesh **dwells an ACTIVE Intelligence that results in the repair of the body.**

Now, you may be saying, "You tricked me! That's not a miracle because it's the expected result."

Perhaps.

Einstein said, "You must make a choice. Either everything is a miracle or nothing is a miracle."

What did he mean by that?

To rephrase Einstein, I use what I call the "3 Why's Rule."

Ask any expert "3 Why's" in a row and you will get an "I don't know" by the third "why?"

For example: "**Why did the skin of your hand repair its self.**"

(This is the first why).

Answer: Because **platelets released growth factors and stem cells were activated.** ([If you want a more detailed explanation of tissue repair and how stem cells can be used in my office to rejuvenate your face go here.](#))

Here's the trick about miracles: When you read the explanations in the New England Journal, you think we've got it all figured out--no miracle. The less you know of science, the more likely you are to believe that you just heard an explanation.

But, the physicists think more deeply than the biologists. For a clearer view on explaining vs. describing, watch this short [video by Richard Feynman](#) (the physicist who won a noble prize, helped make the A-Bomb, and helped explain why the space shuttle crashed). This is very important if you wish to understand miracles.

Most "explanations" (as with tissue repair) only make it to the first "why."

So, **next question** is the second "Why? Why do platelet derived growth factors cause differentiation of stem cells into new skin and new tissue of other organs?"

Answer: Cell receptors bind with the growth factors and cause the stem cells to turn into whatever organ is proximal.

Question: Why? (this is the third "why")

Answer: We don't know. Here's where cell biology, embryology, and tissue repair becomes descriptive and speculative, at only the third why.

In other words (and this is important to understanding Einstein's statement about miracles), we've only *described* the first two layers. *We have not explained.*

So, now look at the scratch on your hand. We know that stem cells and growth factors cause activation of new tissue growth, but how does the cell then differentiate into skin? We can only describe, we do not know.

Want to see another example of the miraculous ignored?

Imagine that you could not see the sky at night. For some reason there existed a fog that prevented seeing the night sky and that no person had ever seen the sky.

Then, just one day, only one day in history, the fog lifted and all people could see the stars. During that time, we would see many stars that are so far away that the light started toward us before Christ was born.

These stars each represent a sun similar in size to our own, each with it's own planets. We would know that our own sun, powerful enough to cause physical damage to our skin even though it is 93 million miles away, represents only a small speck in the sky if standing on one of the many billions of planets that circle light-years away.

Now, the fog comes back and covers the sky so that no one can see.

One week later, people would debate about whether the stars even exist. The vision would be so far beyond our thoughts that we would deny their existence and would certainly not know how to explain their existence.

So, another way to say, "Either everything is a miracle or nothing is a miracle" is to say, "Either everything came out of an Intelligence independent of our universe or nothing did."

Do you wish to see a miracle in your body?

Leonardo da Vinci said, "I want to do miracles."

Question: **How did Leonardo go about trying to create miracles?**(This is where you learn to see miracles in your body.)

Answer: **He studied the laws of nature, studied them in depth, then he tried to cooperate with those laws.**

As you struggle with the "thorn in your flesh" that no one seems to know how to make better, I'd like for you to **consider doing two things:**

1. **Study the [Laws of Health](#).** In order to do miracles, da Vinci did not just sit and pray, he studied and acted. **As the prophet said, "Do not loose your camel and trust it to G-- ; tie your camel and trust it to G--."**
2. **Make the body as healthy as possible by following the Laws of Health.** Then trust the Intelligence programmed into your body (the Law of Healthy) to orchestrate the healing process-just as you trusted that Intelligence to heal your hand.

Sure seems easier to simply sit, pray, and wait. But I don't see the prophets and healers just sitting. They fast. They walk. They study scripture and natural law (the same if the scripture and the natural law be true). Then, they sit and pray and wait.

I've sometimes had people come to me after seeing multiple physicians in many cities. Picking up where the other physicians left off, I've seen "miraculous" healing simply by asking the person to do more than focus on the battle against the disease or the pain that brought them to me. I asked them to focus on cooperating on the Law of Health and develop the most healthy body possible even if they had to continue with the disease for a time.

Then I focused on turning over every rock looking for the missed diagnosis, the overlooked therapy, and the missing part of the Law of Health in that particular person's life.

Then, it seems **the Intelligence programmed into the body seemed to find a way to make the whole organism better--including cure of the disease.**

Warning

Saint Paul worked miracles. No matter what your religious thinking, it's hard to ignore a known historical figure who risked life and limb and was beaten repeatedly to talk about a man who was by most accounts dead. Then, with his letters and deeds, Paul initiated movements that would alter world history.

Yet, with all his focus and spiritual connection, Paul never saw the cure of his "thorn in the flesh" (which he wrote about with no more specifics).

Leonardo da Vinci worked the miracles he of which he dreamed, yet he still slipped into disease and death.

Walt Whitman saw enlightenment but still suffered a stroke.

Important:

I'm saddened by those who cannot find the hope of the miraculous cure; but I'm also saddened by those who think any disease is a sign of mental or spiritual weakness.

There is always healing in the death of this earthly flesh and eventually that is the healing we will all find. But, do not give up on the healing of the flesh on this earth until you have followed the [Laws of Health](#).

At the worst, you will find a better health living with your disease.

At the best, you will find your disease slips away from you like a worn garment

and vitality blows across your flesh like a breeze filtered through a summer orchard.

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive, with the letters "C", "R", and "M" being particularly prominent.

Charles Runels, MD



Quick Links...

~~~~~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

## Contact Information

~~~~~

phone: 251-648-7704

~~~~~

**A new treatment for Jowls  
and Double Chin with**

Y

# Liposuction through a needle hole

[If this helped you, forward email](#)

Email Marketing  
by

This email was sent to [charles@runels.com](mailto:charles@runels.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with

[SafeUnsubscribe™](#) | [Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

**17**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Charles Runels** <[buzz+z12suhyj4rycsvaqx04cj5cr2ovagrhh1ic@gmail.com](mailto:buzz+z12suhyj4rycsvaqx04cj5cr2ovagrhh1ic@gmail.com)>

Date: Sat, Jul 10, 2010 at 11:52 AM

Subject: Buzz from Charles Runels

To: Charles Runels <[charles.runels@gmail.com](mailto:charles.runels@gmail.com)>

**Charles Runels** – Twitter Jul 10, 2010

[TempleRepair](#): Selphyl | Vampire Facelift | Scar Tissue | Before and Afters (lifting the nipples):

<http://bit.ly/dicPcg> via [@addthis](#)

---

Reply to this email to add a comment to this post.

Link to this post:

<http://www.google.com/buzz/111849805111823660826/dzxQEKyQ3pk/TempleRepair-Selphyl-Vampire-Facelift-Scar-Tissue>

Roy v. Runels  
(Cancellation No. 92065804)

Runels5421

DEFENDANT TRIAL  
EXHIBIT

17

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

**DEFENDANT  
TRIAL EXHIBIT**

**18**

Begin forwarded message:

**From:** [camillia@gulftel.com](mailto:camillia@gulftel.com)

**Subject:** Selphyl and news stations

**Date:** July 15, 2010 at 12:19:19 PM CDT

**To:** [charles@runels.com](mailto:charles@runels.com)

**Reply-To:** [camillia@gulftel.com](mailto:camillia@gulftel.com)

I have contacted channels 3, 5, 10 and 15 - emailed all and called two so far. Channel 3 very interested - Catherine Daniel may be the one to contact you.

I told them you have offices in Mobile and Baldwin. The term "Vampire facelift" does get their attention.

Here's hoping!

Notoma

Roy v. Runels  
(Cancellation No. 92065804)

Runels5827

DEFENDANT TRIAL  
EXHIBIT

**18**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

**DEFENDANT  
TRIAL EXHIBIT**

**19**

Charles Runels, MD  
<http://TempleRepair.com>  
<http://OShot.info>  
<http://VampireFacelift.com>  
<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Constant Contact** <[support@constantcontact.com](mailto:support@constantcontact.com)>

Date: Mon, Jul 19, 2010 at 9:16 PM

Subject: Your email Story of a Belly Button (and Climbing to better health) has been sent

To: <[charles@runels.com](mailto:charles@runels.com)>



Dear charles runels,

Your email, named story of a belly button and about Climbing to better health, was sent on 07/19/2010 around 10:16 PM EDT.

Below is a copy of the HTML version your contacts received. Don't forget, you can easily monitor the effectiveness of your email with real-time metrics and stats. Log in to your Constant Contact account and visit the **Reports** area under the Emails tab.

**Subject: Story of a Belly Button (and Climbing to better health)**

Roy v. Runels  
(Cancellation No. 92065804)

Runels5423

DEFENDANT TRIAL  
EXHIBIT

**19**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

Hello charles

**Two things:**

1. There is *freedom in discipline and slavery in sloth*: [this tells how to apply this principle to your health.](#)
2. This [story of a belly button](#) should excite you (since this can be done with much more than belly buttons).

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive, with the "MD" part being more stylized and compact.

Charles Runels, MD



## Quick Links...

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

## Contact Information

phone: 251-648-7704

**A new treatment for Jowls  
and Double Chin with  
[Liposuction through a  
needle hole](#)**

[If this helped you, forward email](#)

This email was sent to [charles@runels.com](mailto:charles@runels.com) by  
[charles@runels.com](mailto:charles@runels.com).

[Email](#)

[Marketing](#) by

[Update Profile/Email Address](#) | Instant removal with

[SafeUnsubscribe™](#) | [Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609



Charles Runels, MD

[HOME](#) :: July 24, 2019

# TempleRepair.com

Every Man & Woman is Sculptor  
and Painter of the Body-Temple

Free  
Lessons  
on  
Health  
&  
Healing

Enroll Now

Privacy by  SafeSubscribe<sup>SM</sup>

For Email Marketing you can trust

## Law 3: Climb

### Lesson 3: Daily Routines for Automatic Health

I want to see you climb to better health rather than allow your body to slip into disease. Even though I know you're trying to have your best health and are doing many things right—**just as with your house there are things that should be done every day--so with your body you should do some things every day if you wish to see glorious health or miraculous healing.**

**If you must every day reconsider what things should be done (redesign the whole plan), you will not practice a consistent routine that leads to health** because by the time you figure out what to do every day, you're tired of the whole process and ready to get on with something else other than your health.

The people whom I have known who enjoy superior health spend time *occasionally* thinking in detail about what will be in their daily routine, then **they simply go through the routine every day and trust it to take them to superior health.**

**If you do the same things, you get the same results.**

**If you do something different, you will get different results.**

So, **if your body is not where you want it to be or as healthy as it can be, let's consider carefully what to include in your daily routine so that the routines will take you where you want to go. Then you simply follow the routine most days without needing any energy to decide what to do—you just wake up and go.**

## What you do daily will change when you want something different.

For example, you may develop an interest in a new sport and want to change your physical routines to match the skills necessary for that sport. Or you may want extremely time-consuming career goals and need to decrease the time you spend in daily exercise. Conversely, you may want extreme physical goals and so greatly increase the time spent in physical exercise.

When you find that you are not following a daily routine (and you often will), then you should not conclude that routines do not help. You should consider that perhaps your routine does not accomplish what you really want. Or, perhaps, the amount of time available does not allow for completion of the routines and so you need to either change the goals or find more time for the routine.

When your routines match your available time with what you want and when you remind yourself regularly of this matching—then you will follow the routines and find the wanted results.

## Ingredients of a Daily Routine

Daily routines should consider your mental, physical, and spiritual health. If you do not move forward in all three areas, then you are building your health on an unstable foundation.

When you design a weight-training routine, you consider all of the muscle groups. If you have an area that is not developing then you find another exercise, or you spend more time working that area. So, as you develop your daily routines you consider all areas of your health. You occasionally reevaluate results and modify the routines to make sure that you're getting what you want.

But, and this is the important part, you make the routines separate and calm so that when it's time to act, you need make no decision except to do the routine. This helps you move forward every day in the right direction and without the inertia of indecision or even thought—you simply wake and go.

Just as if you were analyzing a diver from a diving board into the swimming pool, you might spend time thinking about each movement and developing where you place your hands or how you tuck your chin as you go into the flip-in the same way, you think about every part of the routine that brings you to superior health.

But, then, **when it's time to actually do the flip you execute quickly the flip and it goes smoothly. In the same way, when it's time to do your daily routine, it should go smoothly with not much thought about the next step and with loss of concept of time.**

**Do not be discouraged that routines will consume too much of your time or energy. Routines will require time and energy, but, if the routine is worthwhile, you will gain more time and energy than they require.**

If you want to read more about routines, I highly suggest [Stress for Success: Jim Loehr's Program for Transforming Stress into Energy at Work](#) . Here he describes how he used routines to coach professional and Olympic athletes to their best performance.

He also makes the case that **the man or woman working at a career or as a parent needs for routines even more than does the professional athlete (Example: If you're a pro athlete pitching in the world series and you have a bad day, then tomorrow you open a car dealership with your millions; if you're an ER nurse and have a bad day--then someone is dead and you're looking for a job).**

I used the idea of routines to stay as healthy and focused as possible while working as an ER physician in a busy inner-city ER (where life and death situations and sleep deprivation were common).

Was not Daniel's routine of prayer 3 times a day a sort of routine (that landed him in a cage full of lions)? Routines are not a new idea but there's been some progress about what should go into a daily routine.

**Now let's consider how to put the routine idea into your life.**

## Example Routines

Here are **possible routines** that will take you through the day in an energized and health-giving way (**all of these routines have been used by Loer to train elite athletes**): **1) Go-to-bed routine, 2) Wake –up routine, 3) Go-to-work routine, and the 4) After-work routine.**

Just as the baseball player goes through a routine that prepares him to hit the ball before stepping to the plate. So, your routines will prepare you to do your work.

Consider some these possible routines and modify them to suit your purposes:

## Go-To-Bed Routine (GBR)

Most people consider the morning as the start of the day. But the day starts when you go to bed. What time you wake to feel refreshed depends upon the time you go to bed and how well you rest.

Ingredients of the routine include what you thought and ate or drank the few hours before bed.

Part of resting properly depends upon going to bed at the same time and getting up at the same time daily. Even on the weekends, you will feel better and do more if you keep a regular bedtime and wake time.

I have seen times when my schedule became almost completely incompatible with some of these ideas. As an emergency room physician, my job required that I work night shift and day shift within the same week. So, I could not have a regular bedtime. But, I still followed a routine at whatever time I did go to bed.

Go-to-be might have been 9 am on Tuesday and not again until 8 pm on Thursday, but by following a wakeup routine and a go-to bed routine at whatever time those events occurred, I found much better health than if I would have seen had I ignored the routines simply because I did not sleep every day and I did not sleep at the same time.

There are times when vacation, or travel, or work dictates that I must break a routine. That's OK. The routines are there as a way to keep you in your best health. They are part of the keeping the tool ready but sometimes the use of the tool necessitates that you break a routine. When that happens, simply be grateful for the time you spent preparing and then get back to your routines as soon as possible.

### **Sample Go-to bed routine:**

#### **1. Snack and supplements.**

I know that some think you should not eat at bedtime. I think you sleep better if you do enjoy a light snack at bedtime. My habit for years has been to drink a protein shake with fruit as a bedtime snack. At times, if I am fasting, the snack may be water. At times it may be fruit or yogurt or both. It is never junk food or alcohol. I just do not allow junk food to remain in my house. If you do allow junk in your house, then you will likely eat it at bedtime—so simply throw all the junk away and don't bring it back.

Snack time is also when you should take whatever supplements you have determined to be most useful to you. What these supplements are will vary based upon what's happening with you (your physical and mental goals and how old you are) and with advancing research. But, that you should enjoy a bedtime snack and take supplements/super foods will not change with time.

When I am fasting, my snack may be mineral water and the supplement may be something as simple as a natural source of fiber.

When I am gaining strength, the snack may be 6 raw eggs mixed with cream, whole milk, and fresh fruit in a blender.

This is also the time to take any evening medications.

#### **2. Shower, Skin, Teeth**

Next in the routine is a hot bath or shower. If you have time, I prefer a hot bath at 104 to 106 degrees Fahrenheit followed by a cooler shower. The hot water of the bath helps with relaxation and development of peaceful thoughts and leads to deeper sleep.

After the shower, then have a regular routine for caring for skin and teeth.

My preferred products for these routines will change as new products develop but the daily care of body, teeth, and skin will not change because these are areas that by the Law of Health need daily focused attention.

The health of your mouth and teeth causes a profound effect on your whole body. You may escape attending to your mouth and teeth during the day with not as much harm

(though attention after every meal is best). But, the most important time to attend to the teeth is just before sleep. During sleep, you produce less saliva. The decreased saliva production allows for more bacterial overgrowth and tooth decay. Making sure the mouth has less bacteria and less food particle to feed the bacteria will protect the teeth during sleep.

The natural tooth-protecting ingredients included in saliva are sodium bicarbonate and hydrogen peroxide. The best way that I currently know to use these to keep your teeth white and clean will be found here on TempleRepair.com.

### **3. Meditation and Prayer**

After you shower, you will be more relaxed and clean. At this point, most will go to bed and rest peacefully. But with about 20 minutes of additional effort, you can enter a deeper meditative state and both rest more peacefully and renew your spirit.

Hatha yoga; followed by meditation and prayer works miracles in your life. Here are instructions for both.

### **4. Scripture**

Reading the Bible (or your scripture) for 10 to 15 minutes following your shower puts you in contact with the ancients. [Here's a suggested Bible reading plan](#). This and other scriptures are around for thousands of years because they work. Some would say discard the old and dusty scriptures and write your own scripture.

If you feel inclined to write your own scripture, then who am I to argue with you and GOD? But, even if you feel inclined to write your own scripture (which you do with your life even if you never write a sentence), the scripture you write will spring from a deep and pure well if you connect with the thoughts of those who walked the desert when wealth was measured by the number of sheep that followed you.

Without connection to the ancients, your scripture will likely be polluted by the electronic and mechanical machine guns that pellet your brain with peace killing noise.

### **5. Grade**

After reading the scriptures, this is a good time to briefly connect to the virtues to which you aspire and to grade yourself. I prefer a modified version of the 13 virtues as outlined by Benjamin Franklin (see this website).

You will review the day, whether you make a concerted effort or not. What you grade and measure will improve—automatically—just from the grading. If your mind drifts without direction as you fall to sleep, you will review and grade the more reptilian efforts of the day. But, if you focus and grade yourself upon the virtues, then you will improve those efforts and this will lead to better health.

## 6. Goals

Think of what you want to accomplish the next day—no more than 6 things. Chose the things if you did them not, your family or business would be seriously affected. Write them down where you will see them and carry them with you the next day. One or two is better if you are getting none of your list done. You can work up to six. If you start getting nothing on the list done—then change back to 1 or 2 again.

## 7. Sex

As part of GBR, as part of connecting with GOD and LOVE, you may want to connect with your lover and your family.

When my children were young, one of the last parts of my GBR was to read to them. We read most of the Harry Potter books, Treasure Island, Tom Sawyer, and others.

When they grew older, then we simply connected by saying “goodnight” (since sometimes they went to sleep after me). But, always, I tried to touch their head or shoulder—just to put a hand on them.

I never lay in bed with them. If they were sick or disturbed, then I would sometimes lay on the floor beside them. Sometimes I would rub their shoulders or back.

Everyone needs to be touched. It’s odd that, when our children are very small, you find it easy to touch them or to hug them. When they grow older and connect with a lover, then they may no longer need the touch of a parent. But, in the early teen years, they have no lover and sexual boundaries in the developing child make it uncomfortable for parents to touch their children—it feels inappropriate. These early7 teens will fight with each other—just to be touched. The girls will often experiment with pretend sex with their girlfriends—just to be touched.

So, if you have children, just a hand on their shoulder or a short upper back and shoulder rub works miracles and fits into a GBR.

Next, this is a wonderful time to connect to your spouse or lover. Take the love and energy and connection to GOD that you found in our meditation seat and use that to connect to your lover. Then sex becomes worship through the connection to your love you find in your lover.

Sex is not penis in vagina. Sex is expressions of the deepest love through emotional and physical touching. You can learn more about how to use sex for health and spirituality in my 15-Day course for men, [Anytime...for as Long as You Want: Strength, Genius, Libido & Erection by Integrative Sex Transmutation](#). The deepest sex and most enjoyable sex is an extension of prayer.

Finally, there comes a time when all activity stops and you give up the day to sleep. Remember the GBR is really the beginning of the next day. So, as you fall asleep, spend the last waking moments in prayer or mediation on goodness, on GOD, or on what you wish to materialize in your life.

Napoleon Hill, in his [\*\*The Law of Success - Complete\*\*](#), speaks of visualizing a council room where he met with men that he admired from the ages and had a meeting about his life.

As a teenager and in my twenties, to avoid continuous sexual thoughts and masturbation, I often fell asleep listening to recordings of lectures on philosophy or the scriptures. Who has not struggled to stay awake during a lecture in a place of worship? It is good that people fall asleep in church. It means that they are filled with peace from the words and thought of the place. So, use this to your advantage and think on such things when you are ready to give up the day.

## Other Routines

You can see by the GBR that many details are considered. Then no thought is given to the routine, the list is simply followed, at first by a checklist if you want, eventually, by habit without thought.

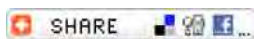
When you develop by practice routines that lead you to health simply by following a list, and when the list has been consciously considered by you in such a way to take you to your best health, then you have created a healthy lifestyle that brings health and healing almost automatically without much thought by you.

Even more exciting, it will feel near effortless to stay healthy when you are simply following what is your natural habit because you took the time and effort to consciously practice health-giving routines until they became unconscious habit.

## To Do Next

**Consider and write out the following routines (and reconsider every 3 to 6 months):**

- 1. Go to bed routine**
- 2. Wake up routine**
- 3. Go to work routine**
- 4. Come home from work routine**



**This is one of a series of lessons in the [Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing](#)**

**If you haven't already, make sure you stay tuned by subscribing to updates by entering email address:**

**Get FREE Updates  
& Health Lessons**

Email:

Privacy by  **SafeSubscribe**<sup>SM</sup>  
For **Email Marketing** you can trust

**Peace & Health,**



**Charles Runels, MD**

**The Temple Repairman™**



**DEFENDANT  
TRIAL EXHIBIT**

**21**

**From:** [adwords-noreply@google.com](mailto:adwords-noreply@google.com)  
**Subject:** Your Google AdWords Approval Status  
**Date:** July 21, 2010 at 1:35:23 PM CDT  
**To:** [charles@runels.com](mailto:charles@runels.com)

Hello,

Thank you for advertising with Google AdWords. After reviewing your account, we've found that one or more of your ads or keywords doesn't meet our guidelines.

You can use the "Status" column on the "Ads" tab of your account to check the status of your ads. To view all disapproved ads in your account at once, follow these steps:

1. Sign in to your AdWords account at <https://adwords.google.com>.
2. Click on the "Campaigns" tab near the top of the screen.
3. Click on the "Ads" tab directly above the graph.
4. Under "Filter and views," select "Filter ads."
5. In the drop-down menu, select "Approval Status."
6. Be sure only the "Disapproved" checkbox is selected.
7. To reuse this filter in the future, select "Save filter."
8. Click "Apply."

You can then view your disapproved ads, along with the reasons for disapproval. To view disapproved keywords, navigate to the "Keywords" tab of your account instead. Follow the steps above, but choose the "Status" filter and the checkbox for "Not triggering ads: requires action."

To edit and resubmit your ad, please follow these steps:  
[http://adwords.google.com/support/aw/bin/answer.py?answer=116204&hl=en\\_US](http://adwords.google.com/support/aw/bin/answer.py?answer=116204&hl=en_US).  
This automatically resubmits your ad back to us for review.

Please note that if you have a large number of ads in your account that do not meet our ad requirements, you may receive several emails.

-----  
Campaign: 'Learn the Vampire Facelift,' Ad Group: 'learn the vampire'  
-----

AD TEXT:

Learn Vampire Facelift  
Advanced with multiple body sites  
For nurse practitioners and MD's  
[www.vampirefacelift.com](http://www.vampirefacelift.com)

Ad Status: Disapproved  
Ad Issue(s): Inaccurate Display URL

~~~~~SUGGESTIONS:

Please edit your display URL so that it matches your landing page URL.
To be compliant with this policy, your display URL should read

Roy v. Runels
(Cancellation No. 92065804)

Runels5407

DEFENDANT TRIAL
EXHIBIT

21

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

runels.com. Please note compliance with this policy does not imply compliance with all policies.

POLICY DEFINITIONS:

Inaccurate Display URL: Your display URL must accurately reflect the URL of your website; it must be a viable web address that is part of your ad's destination domain and include the domain extension (such as .com, .net, or .org). The domain extensions must match. For example, 'www.google.com' is not the same as 'www.google.co.uk.' Ads with display URLs that redirect to a different destination URL are not permitted.

If your site shares a domain with many other sites, we require that your display URL contain a subdomain or other path which uniquely identifies your own site.

If your destination URL is too long for your ad, please use a shortened version - such as your homepage - that meets the character limit for this field. Please also check your spelling and symbols for accuracy, and be sure your display URL does not contain an extraneous 'http:/' or 'https:/'.

Please be aware that your ad(s) may be affected by other AdWords policies; please review our Editorial guidelines before resubmitting your changes.

If a keyword has been suspended, it will no longer trigger your ad(s).

If an ad has been suspended, you may edit it and save your changes to automatically resubmit the ad for review.

This message was sent from a notification-only email address that does not accept incoming email. Please do not reply to this message. If you have any questions, please contact us through the Google AdWords Help Center at <https://adwords.google.com/support/aw/bin/static.py?page=guide.cs&guide=22033>.

Sincerely,

The Google AdWords Team

Email Alerts: To stop receiving email notifications whenever your ads are disapproved, modify your email preferences in the 'Account Preferences' section of the My Account tab.

Your AdWords account number: 195-175-3928

**DEFENDANT
TRIAL EXHIBIT**

22

Begin forwarded message:

From: "Notoma Dawson" <camillia@gulftel.com>

Subject: news tip Vampire Facelift

Date: July 24, 2010 at 9:48:02 AM CDT

To: <local15@local15tv.com>

Cc: <charles@runels.com>

The Vampire Facelift is the hottest news in cosmetic procedures and is all over the national news. You need to know that Mobile has the ONLY physician on the gulf coast certified to perform this new de-aging procedure. Charles Runels, MD can be reached at 648-7704. He has performed this facelift many times and has "before and after" pictures. He will do a Vampire Facelift FREE for someone on the news staff to show the procedure and document before and after.

Dr. Runels calls it the Vampire facelift because he draws a tube of your blood (like for a lab test), separates it, treats one part of it and injects it into the face at select locations, depending on what needs to be changed. It reduces lines, folds and acne scars, plumps cheeks, improves the skin and de-ages it. Results are long lasting (years). It is safe and natural. The procedure takes about 20 minutes and it sounds too good to be true, but I have had it done and am very pleased with the results. Patients are willing to be interviewed.

Please help get the message out about this new and innovative, safe, and very effective procedure. The official name is Selphyl and you can find more information on the company website. Google it and find national news items, including NBC's cover.

To present this information (health/beauty topics?) to your viewers, which is not only cosmetic for appearances, but (emotionally) "healing" to eliminate acne scars, please call Dr. Runels at 648-7704. He

Roy v. Runels
(Cancellation No. 92065804)

Runels5825

DEFENDANT TRIAL
EXHIBIT

22

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

has offices in Mobile and Baldwin counties. Dr. Runels authorized me to offer the FREE facelift for your interview.

Dr. Runels has been interviewed before when he went to Mississippi after Katrina to help. He was able to build a clinic with the media's help in raising the funds.

Notoma Dawson

251 964-7696

**DEFENDANT
TRIAL EXHIBIT**

23

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Constant Contact** <support@constantcontact.com>

Date: Sun, Jul 25, 2010 at 3:25 PM

Subject: Your email Conquest of Fatigue and Fear has been sent

To: <charles@runels.com>



Dear charles runels,

Your email, named Conquest of Fatigue and Fear, was sent on 07/25/2010 around 4:25 PM EDT.

Below is a copy of the HTML version your contacts received. Don't forget, you can easily monitor the effectiveness of your email with real-time metrics and stats. Log in to your Constant Contact account and visit the **Reports** area under the Emails tab.

Roy v. Runels
(Cancellation No. 92065804)

Runels5409

DEFENDANT TRIAL
EXHIBIT

23

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Subject: Conquest of Fatigue and Fear

Hello charles

You often think you are tired when you are simply bored or depressed.

You will look with boredom and fatigue at the books that hold the knowledge that will better your life or at the work that will express your love; then wake up to watch the hypnotic poison of mindless T.V or listen to numbing music. **That's when you know you were not tired, simply bored.**

But, **sometimes, you know true fatigue and fear** (not boredom that feels like fatigue).

If you wish to awaken, then you must conserve the energy that powers the engine of your mind and spirit, for each awakens the other.

Here are **Ten Commandments for replenishing your nerve energy that have worked for me.**

Disregard even one of the ten and you may find yourself supine as if covered with a heavy fog that pins you to the bed and chokes the air from your chest--**I know from breaking every law on the list.**

But, I also know the energy of following them.

Law 1

Rest.

If you fight a long battle or enjoy extra pleasure (and I will be disappointed if you do not do both), then spend extra hours in bed.

Have a day per week of rest. GOD rested one day per week.

The honeybees do not rest, they work every day. But the honeybees gather nectar mechanically and store methodically.

The GOD in you wants to create the nectar of Love that human bees gather to their hive. For that, you need rest.

Law 2

Play.

All animals play.

Watch the dolphin that jumps from the sea. Does he arrive sooner for going vertical, skyward, rather than horizontal?

Watch the dog that circles chasing his tail. Do you see the smile on his face?

Only people seem to think that their role becomes so important that they cannot play.

Work without play becomes drudgery and uninspired. Play without work becomes a denervating vacation from nothingness and brings no pleasure.

If work becomes drudgery, play. If play becomes boredom, work.

Every day, work. Every day, play.

Today you may work 20 hours and play for 10 minutes. Tomorrow you may play for 8 hours and work for 30 minutes; but, everyday work and play.

Every day work before you play or your play laughter will be muffled by thought of work undone.

Law 3

Enjoy.

Enjoy everything.

Enjoy your work (which is Love made Concrete) or find new work.

Enjoy and find gratefulness for the water that washes across your hands and face when you wake, for the taste of the first liquid to pass your lips and cross your dry throat when you start your day, for your lover's kiss, for your morning prayer, for the air that passes down the pipe to your lungs to give you the ability to think about the morning sky.

Enjoy sorrow for sorrow is the vision that allows you to see joy and the possible sorrow of tomorrow is the timekeeper that encourages you to grab joy today.

Law 4

Look.

If you direct all your thoughts to your career, your family, your self, then you develop a tunnel vision that leads to numbness and boredom. Everything relates to everything. Stop directing all your thoughts toward yourself and look away from your private concerns to the universe outside the people and concerns in your mental world.

By looking outside yourself, you gain awaken to new worlds and new possibilities and new energy that you then import back to your world to make it larger. You also take what's in your world and find new ways to contribute to the universe around you.

Develop and study new interests. Study literature, dance, marital arts, music, gardening, or flowers-you decide. But, pick something new and study and you will find yourself looking outside yourself and your circle.

When you look outside your circle, you awaken to what's outside your circle.

Law 5

Sweep.

Sweep your mind of the poisons that will dull you to an anesthesia of despair and fatigue.

Take time to list every worry, every anger, every resentment, prejudice, and jealousy.

Then, find an action for each. Do something toward a solution for every worry, even if it does not completely solve the problem. Do an act of kindness toward those for whom you feel the poison.

Law 6

Eat.

Eat least 5 servings of fresh fruit or vegetables every day. When you bite the apple with seeds still able to grow a new tree, you bite

into life and swallow vitality. No need to fear food that is not still living, but make sure you swallow life daily and adequate amounts of life.

Except for days of fasting, eat a minimum of 5 servings per day (a serving is one cup).

Law 7

Walk.

As much as possible, dress for the weather and walk 3 to 5 miles daily in the fresh air (for a total of 21 miles per week). If safety or other problems dictate that you walk inside, then use an elliptical trainer and still go the distance. But, at least go for a short block or two in the fresh air daily.

You will find more magic and health than is widely known in the meditation and movement of walking. Add other activities if you wish. But, if you ignore walking, you will see more valleys and miss more mountains.

Law 8

Release.

Release responsibility for the results; take responsibility for doing your best at the most important thing you can find to do.

Work with your head and hands and not with your emotions.

Do not worry that the most important thing does not seem important enough to you. More important things will come to you if you do what is in front of you with excellence.

Do not worry that you may not see the result you intended. If you learn from that result to adjust to something more important or more constructive, then you did not waste your efforts.

Do not release effort and focus. Use your strongest effort and your most narrow focus to do your work. Survey the promises made to you and to others, decide the best action, then focus and work.

Do not dash from one activity to the next. Decide the most important thing to do and stay with it until you reach your predetermined stopping point.

Then go to the next thing.

Law 9

Ignore.

The only opinion that matters is your opinion while connected to GOD. Worrying about the opinions of others is a huge drain of your energy.

You will make enemies and endear lovers with the same action, no matter your action-good or evil, constructive or destructive.

Connect to GOD, then enjoy the rest, peace, and energy that comes from doing what you perceive to be right and best and ignore the inner voice that whispers the intrusion, "What will people think?"

Law 10

Stop.

Whatever you are frantically doing (thinking that the world will end if you stop), stop doing it.

At least for the time it takes to do the first 9 laws-stop and know that the world will keep going without you. Though you may think that you are the superhero that must save your family, your business, and the world, if you do not care for yourself, you cannot help.

And, when you are gone, the world will keep going without you.

Note: This is one of the lessons in the [Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing](#)

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive.

Charles Runels, MD



PS: These 10 Laws are a modification of ideas found in the book published in

1954 by Edward Spencer Cowles, *Conquest of Fatigue and Fear*. I have used these ideas with great benefit since picking up a used copy of the book at a library sale 28 years ago:

Conquest of Fatigue and Fear

by Edward Spencer Cowles by Holt

Hardcover

[Buy Now](#)

Quick Links...

~~~~~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

## **Contact Information**

~~~~~

phone: 251-648-7704

~~~~~

# A new treatment for Jowls and Double Chin with Liposuction through a needle hole

[If this helped you, forward email](#)

Email Marketing  
by

This email was sent to [charles@runels.com](mailto:charles@runels.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with

[SafeUnsubscribe™](#) | [Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

**24**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Charles Runels, MD** <[charles@runels.com](mailto:charles@runels.com)>

Date: Sun, Aug 15, 2010 at 5:20 PM

Subject: If I had just one word to tell you to help you find your best menatal, physical, and spiritual health--this would be the word (and there's an app for that too)!

To: <[charles@runels.com](mailto:charles@runels.com)>

Hello Charles

*If I had just one word to say that would lead to the best mental, physical, and spiritual health (I'd agree with Thomas Jefferson, Thoreau, Steve Reeves, Paul Bragg, and others)--*

**this would be the word (and if you have an iPhone, there's even an app for this)!**

Peace & health,

Roy v. Runels  
(Cancellation No. 92065804)

Runels5401

DEFENDANT TRIAL  
EXHIBIT

**24**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

Charles Runels, MD



## Quick Links...

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

## Contact Information

phone: 251-648-7704

**A new treatment for Jowls  
and Double Chin with**

# Liposuction through a needle hole

[If this helped you, forward email](#)

Email Marketing

by

This email was sent to [charles@runels.com](mailto:charles@runels.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |

[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

" /> SHARES



Charles Runels, MD

[HOME](#) :: July 22, 2019

## TempleRepair.com

Every Man & Woman is Sculptor and Painter of the Body-Temple

Free  
Lessons  
on  
Health  
&  
Healing

Enroll Now

Privacy by  SafeSubscribe<sup>SM</sup>

For Email Marketing you can trust

### Law 7: Move

## Lesson 2: The One Word and a Few of the Famous People Who Spoke It.

- [Charles Dickens](#) would walk the streets of London while considering the content of his novels, log up to **20 miles a day**, and even staged "The Great International Walking Match."
- [Steve Reeves](#) (former Mr. Universe, who starred in the Hercules films of the 1960's, [taught walking as the best exercise](#))
- [Thomas Jefferson](#) (3rd President) said that the native Americans would go almost as far in a day on foot as the "enfeebled white man" does on his horse. He said, "**there is no habit that you will value so much as walking far without fatigue.**" He recommended **2 hours per day** for exercise!



- **Christ** did early morning walks to the top of mountains to do His deepest praying (and He and Buddha even did a little walking on water).
- President [Truman would often require reporters to walk with him](#) if they wanted to interview him.
- [Paul Bragg](#) (the man Jack LaLanne said saved his life) called walking the "king of exercises."
- [Raquel Welch](#) believed walking key to staying beautiful and fit.
- [Buddha walked](#) (though often depicted sitting).
- [Gandhi](#) walked across India while fasting.
- [Thoreau](#) wrote an essay on all the benefits of walking and said he **would have trouble keeping his sanity if he could not walk EVERY DAY.**

**If I only had one word to say to you about how to be healthy and beautiful, peaceful, and intelligent-- only one word of advice to give (you'll see below that it would be the same as Thomas Jefferson, Steve Reeves, Paul Bragg, and Charles Dickens), this would be the word: "[walk](#)"**

***If you would be without disease: walk.***

***Want a healthy appetite suppressant to help you avoid too many of the wrong foods? Walk***

***Want an effective antidepressant? Walk***

***if you want peace when you feel anxious? walk.***

***If you want beauty: walk.***

SHARE

*If you want better sex: walk.*

*If you want increased intelligence: walk.*

*If you want increased creativity: walk.*

*Want a more focused prayer or meditation? Walk*

*Weight Loss from more calories burned in a day? Walk.*

*Do you see the trend? Below, I'll even tell you the iPhone app to get...*

*Walk, Walk, Walk, Walk, Walk!*

Seems simple? But I still hear questions, "But what about Yoga, or spinning, or weight training, or the Nautilus machine, or aerobics, or dancing, or tennis, or golf?"

Answer: If you love those activities, wonderful! Enjoy!

***But, still--walk.***

In other words, there is no substitute for walking. Do all the other as much as interest or time allows, but never give up the walking.

#### Do Today (3 Things)

1. ***If you haven't already, download and listen to the #1 Weight Loss Secret*** (it's about walking and applies even if your weight is perfect).
2. ***Order Thoreau's essay on walking*** and read it once a year for why and how to go for a walk...



3. (Optional) If you have an iPhone, ***click here to get the iPhone app "Walkmeter"*** and use it to make sure you do the number of miles per week as suggested in the #1 Weight Loss Secret

***This is one of a series of lessons in the Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing***

Next we will discuss what you can learn from a lizard that will help you find better health.



**Peace & health,**

**Charles Runels, MD**

**The Temple Repairman™**

**DEFENDANT  
TRIAL EXHIBIT**

**25**

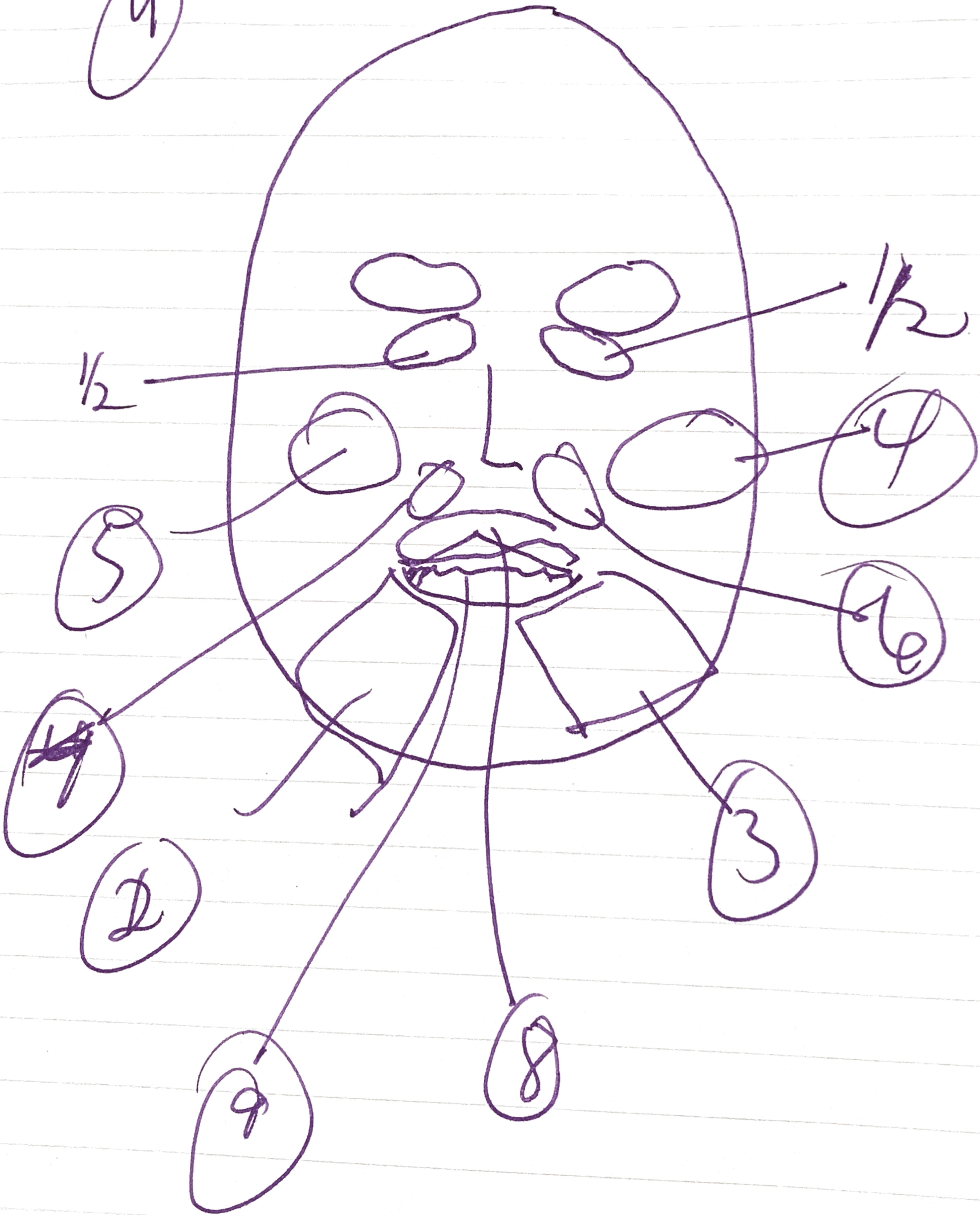
melanie vanpelt

8/23/2012

vanpelt

Ear

9



**DEFENDANT  
TRIAL EXHIBIT**

**27**

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

[charles@runels.com](mailto:charles@runels.com)

251-648-7704

----- Forwarded message -----

From: **Charles Runels, MD** <[charles@runels.com](mailto:charles@runels.com)>

Date: Tue, Aug 24, 2010 at 12:30 PM

Subject: New England Journal: Tai Chi and Fibromyalgia

To: <[charles@runels.com](mailto:charles@runels.com)>

Hello Charles

If you and anyone you know suffers with fibromyalgia, [this might help](#) (an article this week in the New England Journal and my ideas about the research).

Peace & health,

Charles Runels, MD

Roy v. Runels  
(Cancellation No. 92065804)

Runels5393

DEFENDANT TRIAL  
EXHIBIT

**27**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD



## Quick Links...

~~~~~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

Contact Information

~~~~~

phone: 251-648-7704

~~~~~

**A new treatment for Jowls
and Double Chin with
[Liposuction through a
needle hole](#)**

[If this helped you, forward email](#)

Email Marketing

by

This email was sent to charles@runels.com by charles@runels.com.

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |
[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT
TRIAL EXHIBIT**

28

[HOME](#) | [NEWS](#) | [WEATHER](#) | [SPORTS](#) | [COMMUNITY](#) | [CONTESTS](#) | [ENTERTAINMENT](#) | [STATION INFO](#) | [MOBILE](#)

[Go Mobile: Text Alerts](#) | [Mobile Coupons](#) | Check out our NEW iPhone and Android apps!

WATCH VIDEO
[ABC 3 TOP STORIES](#)
[COASTAL CRISIS](#)
[ANGELS IN OUR MIDST](#)
[BUDDY CHECK 3](#)
[CAPITOL NEWS](#)
[RAW NEWS](#)

READ
[ABC 3 INEWS](#)
[3 IN THE MORNING](#)
[ABC 3 TOP STORIES](#)
[FLORIDA NEWS](#)
[ALABAMA NEWS](#)
[BUSINESS NEWS](#)
[CONSUMER NEWS](#)
[DAYSIDE](#)
[FUGITIVE TASK FORCE](#)
[GULF COAST EYESORES](#)
[GET THIS](#)
[INTERNATIONAL NEWS](#)
[LOCAL CLOSINGS](#)
[NATIONAL NEWS](#)
[NEWS LINKS](#)
[YOUR THREE CENTS](#)
[SCIENCE & TECH NEWS](#)
[TODAY IN HISTORY](#)

ADVERTISEMENT

ABC 3 TOP STORIES

[Share](#)

GULF COAST - Its called the "Vampire Facelift" and its' results are remarkable.

Even better, a Gulf Coast doctor is one of the first in the country to perform the revolutionary procedure.

Lately -- 55 year old Melanie Boykin is not happy with her reflection.

"I feel like I'm going down with gravity."

Doctor Charles Runels is one of the first physicians in the country to perform the "Vampire Facelift".

Technically the procedure isn't a surgical facelift, it's an injectable filler called Selphyl, a brand name Runels says didn't quite fit...

"I'm a horrible speller. It took me a week to learn how to spell it and I said this won't do." said Dr. Charles Runels.

He dubbed it the Vampire Facelift, because he extracts and uses the patients' own blood for the procedure.

A Centrifuge separates her red blood cells from the platelets. They're mixed with the calcium chlorate elixir.

Numbing cream helps with the multiple injections.

He says the platelet Selphyl combo "tricks" a patients facial stem cells into reacting as if they've been injured, thus spurring the growth of new blood vessels, collagen and tissue.

"Brings new volume, new blood flow and rosy cheeks. And patients say, wow - I'm glowing." said Dr. Charles Runels.

Runels says it's a technology that's been used for years orthopedically and on animals.

"Oh my gosh!"

Results are immediate.

"It's literally tightening her skin as you watch it." says Dr. Charles Runels.

Runels says Boykins skin will progressively improve for 12 weeks, and results last for at least 15 months.

VIDEO LIST
[Local Man Celebrates Anniversary Of Katrina](#)
[Santa Rosa Crash On Chumuckla Highway](#)
[Pee Wee Football Imposter](#)
[Bayou Bob "The Dancing Sign Man"](#)
[Hurricane Katrina Anniversary](#)
[Bad Weather Keeps Many Indoors Today](#)
[Removal Of Blow-Out Preventer](#)
[Oil Spill Via Photos From April Through July](#)
[Oil Spill Statistics](#)
[Southern Governors Meet](#)

ADVERTISEMENT

ADVERTISEMENT

BUSINESS NEWS
Stocks rising at midday

NEW YORK (AP) -- After some back-and-forth, the stock market is on the rise at midday.

[More](#)

CONSUMER INFO
Ford recalls 575K Windstar vans

WASHINGTON (AP) -- Ford says it is recalling 575,000 older model Windstar vans in the United States and Canada over concerns that the rear axles can corrode and potentially break. ...

[More](#)

SCIENCE/TECH NEWS
IN THE NEWS: WEBSITE HIT WITH \$11M PENALTY FOR CHEERLEADER POST

LOUISVILLE, Ky. (AP) -- A gossip website has been hit with an \$11 million judgment for libel and slander after posting false accusations about a Cincinnati Bengals cheerleader.

[More](#)

GET THIS
JET FOR SALE

STOCKTON, Calif. (AP) -- Looking for a good deal on a used Saab?

[More](#)

LOCAL GUIDES
[Alabama](#)
[Mobile](#)
[Alabaster](#)
[Albertville](#)

Roy v. Runels
(Cancellation No. 92065804)

Runels5964

DEFENDANT TRIAL
EXHIBIT

28

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

"I can't believe it, I'm so excited."

The Vampire Facelift costs between 1,000 to 1,500 dollars.

Runels says, besides soreness and minor swelling, there are no side effects

Alexander City
Andalusia
Anniston
Arab
Athens

IN FLORIDA NEWS

[Feinberg: Most spill claims lack documentation](#)
[Primate, tiger get loose at Miami attraction](#)
[Hurricane Earl barrels toward eastern Caribbean](#)
[Fla. officials say 1 surfer dies in rough Atlantic](#)
[Fla. Keys traffic stops find shark meat, drugs](#)
[Florida Lotto jackpot rises to \\$17 million](#)
[3 Fantasy 5 players share \\$255,959 top prize](#)
[Danielle now lowest-level hurricane far offshore](#)
[3 accused of poaching stone crabs in Fla. Keys](#)
[Florida detectives investigate jail inmate's death](#)
[Danielle brings rip currents to US, dozens rescued](#)
[Danielle may bring dangerous rip currents to US](#)
[FL man allegedly claimed to be 14 to play football](#)
[Tiger escapes, scares visitors at Miami attraction](#)
[Fla. judge ends former astronaut's probation early](#)
[Fla. seeks more federal funding for train projects](#)
[FL officer, community spar over patriotic display](#)
[Injured whale spotted again off S. Florida coast](#)
[1 Mega Money player wins \\$800,000 top prize](#)
[4 Fantasy 5 players share \\$224,246 top prize](#)

Thursday, August 26 2010, 09:14 PM EDT

ADVERTISEMENT

**DEFENDANT
TRIAL EXHIBIT**

31

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Constant Contact** <support@constantcontact.com>

Date: Sat, Aug 28, 2010 at 9:56 AM

Subject: Your email Pensacola news shows a vampire has been sent

To: <charles@runels.com>

Having trouble viewing this email? [Click here](#)



Dear charles runels,

Your email, named botox class, was sent on 08/28/2010 around 10:56 AM EDT.

Below is a copy of the HTML version your contacts received. Don't forget, you can easily monitor the effectiveness of your email with real-time metrics and stats. Log in to your Constant Contact account and visit the **Reports** area under the Emails tab.

Subject: Pensacola news shows a vampire

Roy v. Runels
(Cancellation No. 92065804)

Runels5384

DEFENDANT TRIAL
EXHIBIT

31

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Hello charles

Two days ago, the Pensacola TV news came to the office to watch me play vampire (use Selphyl to take 5 years off of a woman's face).

Thought you might be interested in watching the story to see me treat a woman's face, but the more shocking part is the way that the vampire can be used to treat other parts of the body.

You can [go here to watch the news story.](#)

You can [go here to see before and afters](#) of other parts of the body.

Other areas I'm treating may surprise you. More to come soon.

I'm grateful for the exposure by the news and for your attention to my ideas about health. This really can be life-changing stuff since this involves the use of Uni-potent stem cells.

Peace & health,

Charles Runels, MD



Quick Links...

[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

Contact Information

phone: 251-648-7704

**A new treatment for Jowls and
Double Chin with [Liposuction](#)
[through a needle hole](#)**

Y

[If this helped you, forward email](#)

Email

Marketing by

This email was sent to charles@runels.com by
charles@runels.com.

[Update Profile/Email Address](#) | Instant removal with
[SafeUnsubscribe™](#) | [Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT
TRIAL EXHIBIT**

44

From: Constant Contact <support@constantcontact.com>
Subject: Your email The Path to Rest and How to Know if Your Surgeon is Good has been sent
Date: September 9, 2010 at 11:04:14 AM CDT
To: charles@runels.com
Reply-To: support@constantcontact.com

Having trouble viewing this email? [Click here](#)

Email Confirmation



Dear charles runels,

Your email, named path to rest, was sent on 09/09/2010 around 12:04 PM EDT.

Below is a copy of the HTML version your contacts received. Don't forget, you can easily monitor the effectiveness of your email with real-time metrics and stats. Log in to your Constant Contact account and visit the **Reports** area under the Emails tab.

Subject: The Path to Rest and How to Know if Your Surgeon is Good

Having trouble viewing this email? [Click here](#)



Four-hundred years ago, an unshaven king paced the stone floors of his castle chambers.



He could see his queen, quietly dreaming, her hair a waterfall that cascaded from her pillow to the canopied bed. But he paced from wall to wall and from wall to wall.

He looked out of his window at the village surrounding the castle. He could see vineyards and cattle on silver hills. He could see square cottages with thatched roofs. He looked for a light in any window, but saw only stillness and dark.

He watched a cloud pass across the moon, making the silver hills blink dark.

He wanted to be strong and clear headed the next day because it was the day of judgement for the problems and disputes that he heard every week as part of his duties as king. But, his mind felt dull and as dim as the hills blocked from the moon.

Join Our Mailing List

How to See the Actual Statistics to Know if Your Surgeon is Good

OK, I admit it, I tricked you.

You see, you CAN'T see the actual statistics about your surgeon. [Two days ago, The New England Journal published an article about this amazing and revolutionary idea: keeping statistics on surgeons and the surgical programs at various hospitals.](#)

Does that bother you that this is such a revolutionary and new idea? Does it bother you that it still goes undone?

It does me.

The article talks about how some thoracic surgery programs volunteered to submit statistics about the percentages of death and complications and be graded and compared and allow the data to be published.

Even with this revolutionary idea, only volunteers were graded. So what about the programs that did not volunteer?

Roy v. Runels
(Cancellation No. 92065804)

Runels5357

DEFENDANT TRIAL
EXHIBIT

44

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

The problem that plagued this king was not that he had lack of intelligence, for the villagers knew him to be wise. His problem was not lack of compassion; his love for those under his care made him just and diligent. His problem was not laziness, for he spent long days meeting with his advisors and his chief knight, listening to the problems of his subjects, his queen, and even of neighboring kings.

His problem was that he simply could not rest.

Even though he spent all day in thought while engaged in ruling his kingdom, when the hills went from yellow and green to silver and gray, and his queen rested, and the candles in the windows could not be seen, then he either stared at his tile ceiling or paced his stone floor.

"Why can't I sleep," he spoke through his window to the dark sky. "I need to sleep!"

He paced across the floor again--and then he stopped.

He had an idea.

The next day he called his page to his throne and said, "Write the following on a paper and post copies all over the kingdom:"

The King Offers

100 pieces of Gold

To Whomever Can Give Him a Sleeping Potion that Works

So, the page posted the sign on every street and path in the village.

The next day, a alchemist came to see the king carrying a red-glassed vial.

"Drink this, my king, when you climb into your bed tonight, then you will enjoy a sound sleep," said the alchemist.

So, the king drank the potion that night. And he slept. And slept.

The morning sun heated the stone floor in his chambers.

Still, he slept.

Finally, his queen roused him and servants brought fresh coffee from the hills of Italy so that the King might be able to wake and dress.

By noon day, the king could think again but grew angry that the potion stole from him the morning.

The next day an old woman from deep in the forest brought herbs in a stone bowl. But, again, though he slept, the next day, he could not find his highest mind.

The king suffered many months, until finally the queen decided to tell her secret.

"My king," she said. "I must confess that part of the reason

Even with this revolutionary program, **the statistics of individual surgeons was not reported--only the statistics of the program in general.**

And **what about general surgery?**

And **even scarier, what about gastric-bypass surgery and gastric banding?**

Studies show that in the best of research facilities (only with research are you required to report) there is a 1-2% death rate from gastric bypass surgery--**that's 1-2% immediately dead in teaching hospitals. The long-term mortality and complication rate is much more difficult to figure out.**

Let's say it's just 1% more in a community hospital--3% does not sound like much. Not until you consider that's one out of 33 people!!

2% doesn't seem like much until you realize that's the same as saying 1 in 50 die.

Sounds less scary if you say only 2%, huh?

Which number do you think is quoted before surgery and in the consent forms?

The actual number of deaths per 100 of that physician? 1%, 2%, 3%, or 1 in 33?

Even if you accept 1% as the number, ***imagine a medical doctor who accepted that 1 out of 100 people who came to his office will die there in the office. Even if he's treating the morbidly obese person with severe health problems, do you think such numbers would be accepted.***

If you think that there is a way to find accurate statistics about your physician or that anyone even knows that actual statistics on your surgeon, then [you may want to read the article in the New England Journal](#).

So how do you find the best surgeon around? Talk to the nurses who work in the hospital. Talk to more than one. Ask them who they go to see. Ask them who other doctors go to see. People know, of their peers, who is best. I'll bet you that 9 out of 10 give you the same name.

Other Temple Repair Tools

[Free Download: The #1 Weight Loss Secret \(and Health Secret\)](#)

[The Vampire Facelift](#)

[Other Temple Repair Tools](#)

Contact Us

Charles Runels, MD
2200 Highway 98
Daphne, Alabama 36526
251-648-7704

for my beauty and peaceful sleep is that I go and sit on occasion with a teacher of health--and I do as he says. If you will agree to see him, I will send the page to command him to come to you and give you a potion to help you sleep."

The king, looked into the face so beautiful that it inspired him to war with courage and to rule with wisdom. His queen smiled.

"Then send for him, my love," he said. And he kissed her.

The next morning, the page left the castle on foot to summons the teacher. The king sat on his throne, thinking of nothing else, waiting to see the teacher.

The king waited until only a sliver of sun shown above the horizon. But his patience brought him nothing for the page returned alone.

"Where is the teacher," asked the king.

"He would not come to you, my king," said the page. "He said that if you would have your answer, that you must come to him."

Now, the king, even though just and fair, was sleep deprived and, above all, he was the king, so maybe you'll understand and forgive him, but the king simply went crazy with rage.

"How dare he refuse my summons," growled the king. "I will go to him, but not in peace, and not for his half baked potions. When dawn comes, tomorrow, saddle my horse and bring me my sword!"

The page answered, "I will bring you your sword, oh king. But, the teacher lives at the end of a long mountain path, too steep and narrow for your horse."

"Very well," said the king. "Then I will go on foot because I will personally see his head removed at the end of my blade."

The next morning, the king, taking the page as his guide and his sword as his reason, began walking.

As the morning turned to noon, the king stopped along the path to drink from a brook. His legs welcomed the rest. A water spider ran the surface of the brook and small brim swam near the bank. He inhaled air perfumed by the thick stand of trees around him.

He stood and began walking toward the beginning of the mountain path. An hour later he had left the forest and was sweating from the steep rocky climb of the mountain path.

"How much farther?" he asked the page.

"At this pace--about two hours," said the page.

As predicted, after two more hours of walking and climbing, the king reached the teacher's stone cottage on the mountain's side. The king, without knocking, with his sword drawn, nearly broke the hinges with his anger as he barged into the teacher's home.

But the teacher was not there.

The king, sweating and scowling, sat down in a chair near the one window in the only room.

While he waited, a mountain wind blew through the window and scented the room with air so clean that could taste sweet on tip of his tongue.

An eagle soared long and still, resting on the mountain wind, going neither forward nor backwards, looking down on the forest roof. The king watched the bird, he tasted the air, he felt the coolness of his day's sweat dry on his bare arm.

And then, he fell asleep.

When he woke, it was far into the night--near dawn he thought.

Rested and full of the joy and peace and the clear-mindedness of a night where the body rests and the brain dreams those dreams needed to sharpen the intellect, inspire the soul, and tune the psyche, he stood from the chair that cradled him all night.

Already dressed, he walked outside and thanked the heavens for returning the mysterious and wonderful gift of sleep. Then the teacher appeared, walking the end of the mountain path toward the cottage and the king.

The king saw the teacher approach and felt surprise that at the sight of the teacher he could find no anger.

They shared a breakfast of fox grapes, goat's milk, and honey. Then the king said to the teacher, "I came here to take your head, but because I am so grateful to greet the morning with the blessing of sleep, instead I will simply ask for your sleep potion."

"My king," answered the teacher. "You already found my potion in the perfume of the forest, in the sweat on your arms, in the pull of your diaphragm that filled your lungs while they strained to deliver life to your muscles. Inflamed by your anger, you worked your body more in a day than you did in the previous month."

"Though you work your mind to do all that must be done by a good king, that is work for your mind. If you would rest your body, you must give your body something to rest from."

"You can only find rest if you work hard to go to her. She can not be delivered to you."

"If you would rest deeper, then work harder."

The next day, the king walked to a distant field to bring the sweetest milk of the Nubian goat to his queen.

The page delivered, to the teacher, 100 pieces of gold.

Peace & health,

Charles

P.S. Speaking of ruling nations, Thomas Jefferson recommended **two hours of rigorous physical exercise per day**.

P.P.S This email is one of 70 lessons in the [Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing](#). More about what to do and how can be found in

those lessons.

[Please forward this email to those you think may be helped.](#)

✉ **SafeUnsubscribe®**

This email was sent to charles@runels.com by charles@runels.com.

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).

Email Marketing by



Charles Runels, MD | 2200 Highway 98 | Suite A | Box 378 | Daphne | AL | 36526

**DEFENDANT
TRIAL EXHIBIT**

46

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Charles Runels** <buzz+z13hvlqzqnacjhznv23te5spatn5vfcfm@gmail.com>

Date: Sat, Sep 11, 2010 at 4:49 PM

Subject: Buzz from Charles Runels

To: Charles Runels <charles.runels@gmail.com>

Charles Runels – Uploads by DrRunels Sep 11, 2010

Vampire Facelift (TM) Limitations and Uses

Vampire Facelift (TM)

Limitations and Uses

www.vampirefacelift.com The vampire facelift does not work as well as Juvederm for adding structure or for defining very small curves of the mouth. Deep number 11 signs are better treated with Botox. The vampire facelift works wonderfully well around the eyes and with the fine wrinkles of the lower face, neck, and mouth and for an overall rejuvenation.

Time: **07:51**

From: [DrRunels](#)

Views: 64

0 ratings

More in [Education](#)

Roy v. Runels
(Cancellation No. 92065804)

Runels5373

DEFENDANT TRIAL
EXHIBIT

46

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Reply to this email to add a comment to this post.

Link to this post:

<http://www.google.com/buzz/111849805111823660826/Mjsg6gpUBWS/Vampire-Facelift-TM-Limitations-and-Uses>

**DEFENDANT
TRIAL EXHIBIT**

47

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Squarespace Services** <services@squarespace.com>

Date: Sun, Sep 12, 2010 at 11:21 PM

Subject: [Medical Spa MD: Plastic Surgeons, Dermatologists, Laser Clinics, Medical Centers & Med Spas]

Comment Reply: Twilight Craze Brings The 'Vampire Facelift'; Selphyl

To: <DrRunels@runels.com>

'Charles Runels, MD' commented on Twilight Craze Brings The 'Vampire Facelift'; Selphyl:

Very nice article. Thank you for getting the word out.

Just a couple of notes: First, the "blend" is actually just a few drops of calcium chloride. Calcium Chloride tricks the platelets into thinking there's been a tissue injury and that they should release growth factors to help repair (even though there's been not injury). Second, the Selphyl company talks about using the product to fill the nasolabial folds (the crease from the nose to the corners of the mouth). But, the Vampire Facelift (TM), which I trademarked, is a particular way of using the product in multiple places in the face to create an overall effect of increased beauty and youthfulness.

It's not for everyone. Sometimes, Botox or Juvederm will do a better job. But, in many cases, the Vampire Facelift can be like magic.

<<http://medicalspamd.com/the-blog/2010/7/21/twilight-craze-brings-the-vampire-facelift-selphyl.html>>

Roy v. Runels
(Cancellation No. 92065804)

Runels5362

DEFENDANT TRIAL
EXHIBIT

47

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

--

Powered by Squarespace (<http://www.squarespace.com/>)

Remove this content email subscription:

<http://medicalspamd.com/display/RemoveSubscription?tk=eyJtIjoxODI2MTgsInciOjI2MzY2LCJjIjo4MzMwMDQ5LCJlIjoxMDc2OTI3OSwiIyI6Ik5jbmxxcGhsb2lpaUtlbGtxTEZleHclM0QlM0QifQ%3D%3D>


[Member Login](#)
[The Blog](#)
[Training Courses](#)
[Deals Marketplace](#)
[Free Reports](#)
[Buy + Sell Lasers](#)
[Member Forums](#)
[+ Join Us](#)

BECOME A MEMBER: FREE ACCESS TO MEMBERS ONLY CONTENT, DEALS & DOWNLOADS!

Twilight Craze Brings The 'Vampire Facelift'; Selphyl

LAURIE, MEDSPA MD

A new cosmetic procedure may just "eclipse" its competition. They're calling it the "Vampire Facelift", and it's increasingly available at medical spas.

It's not really a facelift, though, it's an injectable filler called Selphyl (get it? Sounds like cell-fill). It's generating lots of buzz.

It works by temporarily plumping up lines, much like its older cousins Juvederm and Restylane. But unlike the competition, Selphyl uses the patient's own blood to do the plumping.

Twilight enough for ya?

First, an amount of the patient's blood is extracted. Then, according to the maker, the platelets are separated from the red blood cells. The platelets are blended with a proprietary synthetic mixture and injected into your frown line.

This happens to coincide with all this fascination people have right now with blood - the whole vampire craze," says Dr. Tabasum Mir, who specializes in cosmetic dermatology and cosmetic laser surgery in Manhattan. Her patients are not requesting it, she ads, but inquiring out of curiosity. "I don't think my patients are interested in a two-step procedure when there are a lot of other fillers around that have been tried and tested."

Authors

[Full Author Bios >](#)



BECOME A MEMBER / IT'S FREE

[Find out why thousands of physicians have already joined. >](#)

Products + Services

[Terms of Use / Sponsored Content](#)



Besides, one can't help but thinking that a real vampire wouldn't need Sephyll or any other wrinkle filler, because the undead stay out of the sun and never age. Anyway, is it safe for humans?

We certainly looked into it, but I think there probably isn't much of a problem when it comes to safety," says Dr. David Bank, President of the New York State Society for Dermatology and Dermatologic Surgery. "And by now, if any of our members were coming in with problems or complaints they would be reported to the society and those reports would be then shuttled to me. I haven't heard anything bad. But that's not a guarantee. The jury is still out."

5 COMMENTS

0 LIKES

SHARE

Frontdesk SEO: Medical Spa ...

Is Suing Your Medical Spas ...

Comments (5)

Oldest First Subscribe via e-mail

Preview POST COMMENT...



Charles Runels, MD 9 years ago · 0 Likes

Very nice article. Thank you for getting the word out.

Just a couple of notes: First, the "blend" is actually just a few drops of calcium chloride. Calcium Chloride tricks the platelets into thinking there's been a tissue

Embezzlement &
Employee Theft
Scams Course

10 Critical
Questions To
Answer Before
Buying A Used
Medical Laser



Guide To Aesthetic
Laser Platforms

How to...

The Medical Spa MD
Training Academy

GET STARTED



TEA &
MUFFINS
On-demand graphic design,
for commercial medical practices

Frontdesk

Sentient

freelance md
The solution for the cosmetic physician

Rock
Bottom
Lasers .com

ExpedMed
Expedient & Affordable CME

Featured Posts

How to Choose the Best Social Media
Platform for Your Medical Spa

1 Comment

Roy v. Runels
(Cancellation No. 92065804)

Runels5365

injury and that they should release growth factors to help repair (even though there's been not injury). Second, the Selphyl company talks about using the product to fill the nasolabial folds (the crease from the nose to the corners of the mouth). But, the Vampire Facelift (TM), which I trademarked, is a particular way of using the product in multiple places in the face to create an overall effect of increased beauty and youthfulness.

It's not for everyone. Sometimes, Botox or Juvederm will do a better job. But, in many cases, the Vampire Facelift can be like magic.



Suzanne Slader, RN 9 years ago · 0 Likes

Too funny. I've started using the *vampire* tag in my Isolaz Acne marketing aimed @ the younger kids: Homework Sucks. Vampires Suck. Isolaz Acne Treatment Really Sucks. Yeah, Isolaz sure ain't for hair or teles but I get good acne results. Anybody got some Isolaz tips they want to sell? Flip side I have a pot load of PPx tips for sale....some superloaded with pulses.



InnovaMed 8 years ago · 0 Likes

I know the kit to process the blood can be purchased from the company. Do they provide the training for the "vampire facelift"? or where does one go for the training? I've had a patient just call - apparently was on TV again recently.



LH 8 years ago · 0 Likes

Yes they will train but I am not sold it is that great of a product. You have all of the preparation and time into it and the cost is not cheap. From the pictures I have seen the results are not that great. Right now it is just as easy to go to the cupboard and grab a pre-prepared syringe of one of the currently available fillers.

I do think there is some good theory behind it and that should advance over the next couple of years. I may bring them in and have them show it to me. If I have them come in, I will let you know.

Lornell E. Hansen II, M.D.
LazaDerm Skincare Centre
www.LazaDerm.com



Charles Runels 6 years ago · 0 Likes

Vampire Facelift procedure explained here <http://vampirefacelift.com/>
Watch the video on news reports featuring the Vampire Facelift
<http://youtu.be/xzW5Ys-MU0w>

How To Make More Money With Fewer Patients

[Comment](#)

Jobs To Be Done + Your Medical Spa

[Comment](#)

5 Critical Areas Of Staff Training We've Learned From 17 Years Building Clinics

[Comment](#)

Medical Spa Pricing Strategies To Increase Profitability

[Comment](#)

How To Add Texting To Your Clinic And 6X Your New Patient Inquiries?

[Comment](#)

The New Member Forums: Cosmetic Lasers, Legal, Marketing + More

[1 Comment](#)

The New Medical Spa MD Marketplace

[1 Comment](#)

How To 180 An Unhappy Patient

[2 Comments](#)

A Free Embezzlement & Employee Theft Scams Course For Members

[Comment](#)

Guest Posts

[Submit your own guest post >](#)

Retail Products Expiring on The Shelf?

[1 Comment](#)

Reduce Complications after Laser Treatments with This Simple Assessment

[Comment](#)

Picosecond Lasers – Do I need one, and which one to buy?

[3 Comments](#)

Regenerative Aesthetics: A New Dimension to Anti-Aging

[Comment](#)

Marketing Strategies to Retain in 2017

[Comment](#)

Handling A Bad Online Review Of Your Medical Practice

[6 Comments](#)

Five Tips to Maximize the Value of Your Medical Spa Practice

[4 Comments](#)

Fee-splitting Botox & Restylane In Medical Spas

[Comment](#)

Thoughts On The "Ideal" Breast Implant

1 Comment

The Other Side Of Medical Tourism - A Surgeons Nightmare

1 Comment

Google +: A Refreshing Chapter In Social Media

4 Comments

Physicians + Lifestyle Design

18 Comments

Patients Billing Their Doctors For Being Late

7 Comments

Is Social Media Worth Investing Your Time & Energy?

3 Comments

Can Nurse Practitioners Offer Botox?

13 Comments

Defamation via Twitter? Doctor Files A \$1 Million Suit In Oregon

1 Comment

Posts by Author



MEDICAL SPA MD

[Archive](#)

[Authors](#)

[About](#)

[Events](#)

[Press](#)

COMMUNITY

[New? Start Here](#)

[Training Academy](#)

[Classified Ads](#)

[Clinical Exchange](#)

[Technology Forums](#)

[LinkedIn Group](#)

JOIN US

[Become a Select Partner](#)

[Advertise on Medical Spa MD](#)

[Become a Contributing Author](#)

[Submit a Guest Post](#)

[Teach Your Own Course](#)

[Contact Us](#)



A community of dermatologists, plastic surgeons, laser clinics, & skin clinics world wide.

Medical Spa MD is a community of physicians and clinicians practicing nonsurgical cosmetic medicine in laser clinics, medspas, dermatologist and plastic surgeon clinics worldwide.

Please read our [Terms of Service](#), [Advertising Terms](#) and [Privacy Policy](#).

Copyright © 2011. All rights reserved.

[LEGAL NOTICE & TERMS OF SERVICE](#)

**DEFENDANT
TRIAL EXHIBIT**

48



Charles Runels, MD

[HOME](#) :: September 12, 2010

TempleRepair.com

Every Man & Woman is Sculptor and Painter of the Body-Temple

Free
Lessons
on
Health
&
Healing

[Enroll Now](#)

Privacy by [SafeSubscribe](#)

For Email Marketing you can trust

The Vampire Facelift (TM) using PRFM (made with Selphyl)

I've been been waiting for this one a long time...

Finally a treatment that's all natural and de-ages the skin--literally making it younger and more healthy (not just appear to be so).

Definition of the Vampire Facelift (TM): Using blood-derived growth factors (in this example, platelet rich fibrin matrix isolated with the commercially available Selphyl) in an artistic way in multiple places on the face to create a face that appears younger and more beautiful.

Note: as a "Thank You" for visiting this page, you can claim a valuable gift--just look for the gift as you read the page.

What can be done with PRFM Using the Techniques of the Vampire Facelift (TM):

- Decrease the **glabellar lines** (the number 11 sign between the brow)
- Decreased the **Forehead lines**
- Augment the **cheeks** and reshape the face.
- Decrease **periorbital lines** (crow's feet)
- Decrease **Nasolabial folds**
- Decrease **smile lines**
- Fill in **acne scars**
- Smooth the **vermillion border** (the edge of the mouth)
- Decrease the **marionette lines** (the ones from the corners of the mouth to the chin)
- Augment the chin
- And *much more that you will discover in the before and after photos on this site.*

To know **how Selphyl does what Botox and Juvederm cannot** (actually make the skin physiologically younger--not just look younger), and why Selphyl is called the Vampire Facelift, watch this video (*send an [email to this address](#) with "learn vampire" in the subject if you are an MD or nurse practitioner and wish to learn how to do the Vampire Facelift*).

Limitations of the Vampire Facelift (TM):

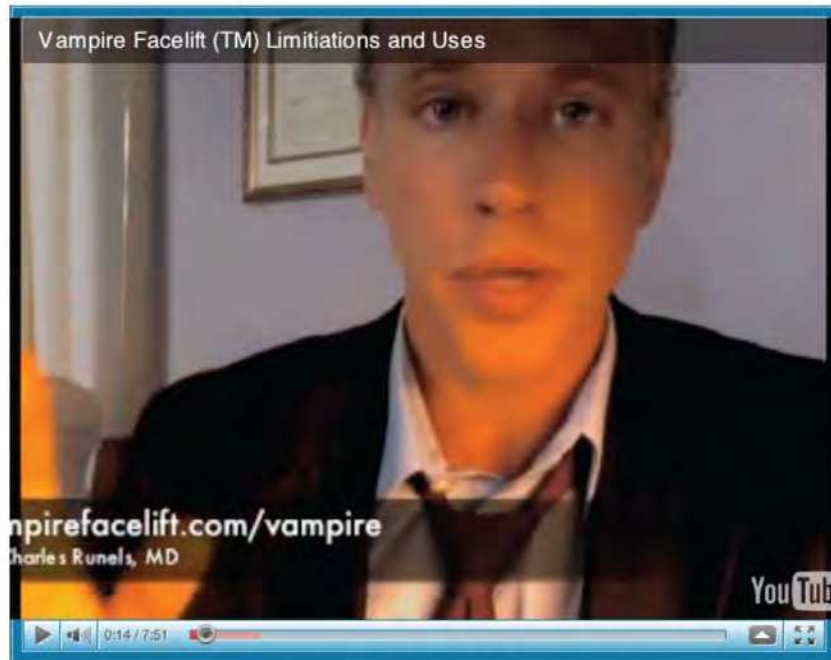
Roy v. Runels
(Cancellation No. 92065804)

Runels5188

DEFENDANT TRIAL
EXHIBIT

48

Case no. 92065804
Offered by: Charles E. Runels Jr., MD



[Click Here Now to Watch Me Demonstrate the Vampire Facelift \(TM\) for the TV News, click on the video when you get to the site: \(this was LIVE--so it had to work--no second chance\)](#)

This Video Tells More about What Can be Done with the Vampire Facelift and How it Works:



More about [Botox](#) and [Sculpting the Mouth with Juvederm](#)

[E-mail your photos to DrRunels@Runels.com](mailto:DrRunels@Runels.com) or call 251-648-7704 for a free consult.

Listen for more details:



[Subscribe to more Podcasts](#) about how to stay young and beautiful.

[You can click here to see the Selphyl \(one way of making Platelet Rich Fibrin Matrix\) Official Web site](#)

For a more esoteric use of Selphyl for Men Only, send email to DrRunels@Runels.com with "vampire for men" in the subject line.

[The story of a belly button](#) (treating a scar above the umbilicus with the Vampire Facelift).

Here's [before and after's using Selphyl](#) to treat scars and to lift the nipples

[References about Selphyl](#) (a process for isolating platelet derived growth factors).

[E-mail your photos to DrRunels@Runels.com](#) or call 251-648-7704 for a free consult.

If you are a physician or nurse practitioner and wish to learn to do the vampire facelift, then send an email with a little about your practice to DrRunels@Runels.com

[Practitioners \(other than me\) whom I recommend \(who understand the Vampire Facelift because I have taught them\).](#)

Facts about PRFM that you may not see on the news:

The Down Sides

- I must draw blood from you to create the product.
- The first week after the injections, you may see a fading of the improvements seen in the office as the fluid goes away but before the fibroblasts have time to do their work.
- It cost more than a bottle of your favorite cosmetic.
- This product is new to my practice so I have no before and after's of my own patients to show you.
- It's called the Vampire Face Lift because someone takes your blood but then you have "eternal youth" like a vampire with the treatment. I think that perhaps the name is a downside. I promise to not wear a cape when we do the procedure.

The Up Sides

- The amount injected is equivalent to 4 syringes of Juvederm (which would cost over \$2,000 and start fading at the end of a year).
- This looks better at the end of a year than at the end of a month because it actually de-ages the skin.
- As a 12-year veteran of the ER, drawing blood is something I'm very skilled at doing.
- Your skin becomes healthier in multiple ways--fewer wrinkles, better complexion, improvement in scars, lessens skin folds
- I can use it in the upper forehead and between the brows (which should not be done with the fillers like Juvederm and Restylane).
- I have much experience with cosmetic injections-- having injected thousands of patients. The technique of injecting is similar to the other products, it's just that the product is new and better in many ways.
- Since I'm injecting a distillate of growth factors from your own blood, there should be NO side effects from the material injected.



Loss of volume in the chin and on the corner of the lower lip: before



Immediately after (volume restored to chin and can now track the red of the lower lip all the way to the corner of the mouth).



Crease on the side of the mouth: before. This is impossible to treat with Botox and the hyaluronic fillers (like Juvederm) though wonderful for other area of the face, can leave this area feeling lumpy.



Immediately after: The crease is greatly decreased and the corner of the mouth has been rejuvenated.

[Blue Cross Blue Shield Policy about Selphyl](#) and other Platelet derived Growth Factor products. The point of my showing you this position paper is that Selphyl is some powerful stuff that is being explored for many different uses--not just staying young and beautiful.

(Note: as a "Thank You" for visiting this page, you can go here, now to claim your gift: a [free copy of the #1 Weight Loss secret](#)).

E-mail your photos to DrRunels@Runels.com or call 251-648-7704 for a free consult.

Make sure you stay tuned by subscribing to updates by entering email address:

FREE Lessons
Health & Healing

Email

Privacy by SafeSubscribeSM
For Email Marketing you can trust

Peace & Health,

Charles Runels, MD

The Temple RepairmanTM



**DEFENDANT
TRIAL EXHIBIT**

50

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: **Charles Runels** <buzz+z13ug3pgkwz1hlv2y23te5spatn5vfcfm@gmail.com>

Date: Sat, Sep 25, 2010 at 8:36 AM

Subject: Buzz from Charles Runels

To: Charles Runels <charles.runels@gmail.com>

Charles Runels – Uploads by DrRunels Sep 25, 2010

Vampire Facelift (TM): Platelet Rich Fibrin Matrix used over entire face to rejuvenate

**Vampire Facelift (TM): Platelet
Rich Fibrin Matrix used over
entire face to rejuvenate**

From: [DrRunels](#)

Views: 55

0 ratings

Vampire Facelift (TM) demonstrated for the news. Charles Runels, MD performing the procedure. www.vampirefacelift.com

Time: **01:25**

More in [Education](#)

Reply to this email to add a comment to this post.

Roy v. Runels
(Cancellation No. 92065804)

Runels5350

DEFENDANT TRIAL
EXHIBIT

50

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Link to this post:

<http://www.google.com/buzz/111849805111823660826/GsA2Rjz4Fvs/Vampire-Facelift-TM-Platelet-Rich-Fibrin-Matrix>

**DEFENDANT
TRIAL EXHIBIT**

53

From: "Robert C. Shuman, MD" <drshuman@aol.com>

Subject: Vampire Facelift

Date: February 14, 2012 at 12:09:42 PM CST

To: drrunels@runels.com

Hello Dr. Runels,

We've been successful with the Vampire Facial using PRP and the dermal roller. I'm so excited that I have finally scheduled my first Vampire Facelift. I am ordering the Calcium Chloride for activating the PRP. Looking at my notes I have written that .1cc of Calcium Chloride is used for activating 4 cc of PRP and .15 cc is used for 5 cc of PRP.

Please confirm that I have the correct amounts.

I'm looking forward to the webinar this evening.

Thanks,

Judy Shuman

Cell: 770-289-1056

Office: 770-427-1454

www.doyouhateyourweight.com

Roy v. Runels
(Cancellation No. 92065804)

CONFIDENTIAL

Runels5985

DEFENDANT TRIAL
EXHIBIT

53

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

**DEFENDANT
TRIAL EXHIBIT**

63



Charles Runels, MD

[HOME](#) :: January 18, 2013

TempleRepair.com

Every Man & Woman is Sculptor and Painter
of the Body-Temple

The Vampire Facial™

The Vampire Facial™ cosmetic procedure is a specific way of using blood-derived growth factors applied to the surface of the skin to rejuvenate the face. The mark can only be used by practitioners licensed to use the name. The licensed practitioners know and have agreed to certain standards that make a beautiful outcome more likely. All unauthorized use of the mark will constitute an effort to dupe patients into an inferior procedure and will be prosecuted.

The Vampire Facial™ procedure gives a physician a way of improving color and texture. The Vampire Facelift® involves using a needle to inject the PRP beneath the dermis in a particular way--combining it with other materials (like Juvederm).

**DEFENDANT
TRIAL EXHIBIT**

64

Charles Runels, MD

<http://TempleRepair.com>

<http://OShot.info>

<http://VampireFacelift.com>

<http://VampireBreastlift.com>

charles@runels.com

251-648-7704

----- Forwarded message -----

From: Charles Runels, MD <charles@runels.com>

Date: Tue, Aug 17, 2010 at 4:15 PM

Subject: Only for subscribers to my more esoteric letters

To: <charles@runels.com>

Hello Charles

Social Note: I am only sending you this note because you are a member of a select group of people who have chosen to read new research and thoughts concerning sexual function in men. If you do not wish to read of such matters, please forgive the intrusion and you can "update profile" at the bottom of this page. I do more in medicine than help sexual function; but I make no apologies for recognizing the importance of sexual relations to good marriages and to strong families. I will continue to stay abreast of the latest therapies and bring that news to you as long as you stay in contact with me.

Roy v. Runels
(Cancellation No. 92065804)

Runels5398

DEFENDANT TRIAL
EXHIBIT

64

Case no. 92065804
Offered by: Charles E. Runels Jr., MD

Here's the **news, the best news, and the latest news** on **treatment of * E D *** and on [enlargement of the pencil](#) (avoiding spam filters with this term).

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive, with the letters "C", "R", and "M" being particularly prominent.

Charles Runels, MD

P.S. If you've bought my [recipe for P. enlargement](#) you should receive an email this week announcing a teleseminar discussing the combination of this new therapy with my recipe. If you do not receive that email by August the 20th and have bought the course, please let me know.

Quick Links...

~~~~~  
[Our Website](#)

[Anytime...for as Long as You Want](#)

[#1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[Liposuction](#) through a needle hole?

## Contact Information

~~~~~  
phone: 251-648-7704
~~~~~

A new treatment for Jowls  
and Double Chin with  
Liposuction through a  
needle hole

Email Marketing

by

This email was sent to [charles@runels.com](mailto:charles@runels.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) |

[Privacy Policy](#).

Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

**71**



Charles Runels, MD

[HOME](#) :: September 12, 2010

TempleRepair.com

Every Man & Woman is Sculptor and Painter of the Body-Temple

Free  
Lessons  
on  
Health  
&  
Healing

Enroll Now

Privacy by SafeSubscribe<sup>TM</sup>

For Email Marketing you can trust

### Immediate Penis Enlargement

### by Injection with Platelet Rich Fibrin Matrix (PRFM)

### The Priapus Shot<sup>TM</sup>



**Enjoy a Bigger & Harder Penis the Day of Treatment!**

When I first started doing Cosmetic procedures using Juvederm and Restylane to sculpt the face, it occurred to me that it would be wonderful to do the same thing for the penis. If you can inject the mouth to give it a larger shape then why should you not be able to do the same thing with the penis? [Here's the web site where I talk about my skills with that procedure.](#)

Then Restylane came out with their research showing that after filling in the face, that there is new collagen production and the face gains permanent improvement in shape as dictated by the injection.

I became even more interested and considered injecting my own penis with Restylane.

Here's the **potential complications of the hyaluronic acid fillers** (Restylane and Juvederm):

1. With Restylane you can, especially in the forehead, have the side effect of the **skin necrosis** (it turns black and dies and must be surgically removed)! Not a pleasant thought when considering part of the skin of the face, so I never inject the forehead with Restylane where this is known to occur. But, even more disturbing it is to think of necrosis of the penis.
2. There can be some **burning pain** with injection of Restylane (it is hyaluronic **acid**). OK, I don't like admitting it but I'm not a big fan of pain, especially when it comes to my penis. Not very brave I suppose but I'd much rather have you punch me in the nose than give me a penis ache.
3. **Lumpiness and nodules** can occur with Juvederm and Restylane. Not common in my practice. But, I discontinued the use of another hyaluronic acid filler, Hydrelle, because I did see a higher than expected rate of nodule formation. In the face, a nodule is bad enough but in the penis, I just did not want to accept the possibility.

So, I never injected my penis with Restylane.

### Learning from the G-Spot

Then I read of **G-Spot Augmentation** with a filler. This sounded plausible and has been shown to greatly improve the sensitivity of the G-spot and the pleasure of 87% of the women who get the shot. Again, it occurred to me that injecting the penis should work, but with what? And how? The G-Spot Augmentation is done with a collagen that is **gone in 3 to 4 months** and does not seem sturdy enough for the penis.

### The Answer Knocks on My Door

Then (because I have a large cosmetic practice), the manufacturers of Selphyl approached me about introducing the product to the Gulf Coast.

Roy v. Runels  
(Cancellation No. 92065804)

Runels5194

DEFENDANT TRIAL  
EXHIBIT

71

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

After studying the biology of Selphyl (a convenient way of isolating Platelet Rich Fibrin Matrix from a person's own body), I immediately became excited--not because of the possibilities with the face (those are revolutionary) but because finally I saw a possible substance for the penis.

Here's the advantage to using Selphyl on the face rather than Juvederm (as I list these advantages, think to yourself, "does this apply well to the penis?"):

1. There's **never been an allergic reaction or necrosis** (this is coming from your own body, so the body does not react to it as a foreign substance).
2. **Bruising is minimal** if at all.
3. There's **no lumpiness**.
4. The effects last at least 18 months and could be longer or even permanent (as if the skin actually became younger).
5. There's actual growth of new tissue by stimulation of uni-potent stem cells. So **the change in shape is not from something foreign being in the body but from the body actually rejuvenating and growing!**
6. The PRFM stimulates new blood flow with new blood vessels (neovascularization).

*Here's where I talk on the news about using PRFM in the face (I call it the Vampire Facelift (TM)).*

I think that you can see that all of the 6 advantages listed above would be good for the penis as well.

### What the Research Shows

So, then I went to the medical literature, to see what other experts around the world are thinking, and here's some of what I found:

- **Selphyl (a way of isolating PRFM) was injected into naso-labial folds with improvement seen immediately.** There was some fading of the improvement over the first few days, then the tissue continued to regenerate and return to near the state of injection by the 12th week. At no point did the tissue go back to the state before injection. **None of the patients had any fibrosis, harness, lumpiness, irregularity, or restriction of movement.** There have been over 50,000 injections of Selphyl and never one allergic reaction.
- In January of this year (2010), researchers at the University of California School of Medicine injected adipose-tissue derived stem cells into the penis of diabetic rats. The result was that the rats. The results were to "improve erectile function and to alter the micro architecture of the corpus cavernosum **with an "increase in the number of endothelial cells" in the corpus cavernosum.** *Translation: the rats had a harder penis with more tissue--harder and bigger! Notice: In the article, they report that the number of stem cells was so small that they think that the results came from the "paracrine" effects of the fat. This means that they thought the growth factors in the fat are what caused the improvement. These are the same types of growth factors found in huge quantities in the PRFM of Selphyl*
- Just a little reading shows that **PRFM is being considered for many diseases** that require healing--as in **NEW TISSUE GROWTH--that's what healing is.** Sure, insurance is not paying yet, but I hope that you realize the conflict of interest when insurance agencies are required to make a profit (by corporate law) while simultaneously appearing to care about your health.
- As early as 2003, an article out of Boston in the Journal of Urology, discussing new therapies for erectile dysfunction, suggested that **"neovascularization using vascular growth factors has been recently demonstrated to be feasible in animal models."** *Translation: If you inject growth factors into an animal's penis, then it grows new blood vessels and new tissue and gets a bigger harder penis.* So, 7 years ago, this was suggested as a possibility for people-animals. PRFM is a way of supplying those growth factors.

If you "Goggle" platelet rich fibrin matrix or stem cells and healing, you will be amazed that this therapy is not used more often for a wide variety of problems.

Go here to read how I use **PRFM for the face**; read, and consider what would happen if you used the same product on the penis instead of the face.

Go [here](#) and see where I filled a scar with Selphyl and caused new tissue to fill in the hole. Also, scroll to the [bottom of the page](#) to see how I plumped the breast using Selphyl.

*IMPORTANT: The woman who's breast I injected, said that she got **renewed sensation of the nipple** (she had suffered with decreased sensation after breast implants followed by breast feeding 3 children). With the neovascularization (new blood vessels), there also appears to be some nerve regeneration. As with the diabetic rats in the study quoted above, for the man who has diabetes and erectile dysfunction with some decreased sensation and nerve damage, Selphyl could be a near miracle.*

[Go here to see where I filled in a scar in the umbilicus in the same way.](#)

### PRFM for the Penis: The Priapus Shot™

So, if the Priapus Shot™ does what it should, then using it on the penis should result in all of the following:

- **Immediately larger**
- **Strengthen the penis**
- **Straighten the penis**
- **Increase circulation within the penis for a healthier organ.**
- **Make other therapies work better (if you still need Viagra or Cialis, then it will work better for you).**
- **Increase sensation and pleasure (helps correct the damage from diabetes).**
- **Proven to work in multiple studies**
- **Increase size by design (Can place more in base or in the head or wherever makes for best result)**
- **No allergic reactions (using your own body's fluids).**
- **No lumpiness**
- **Minimal pain (no burning from the PRFM since it's from your own body)**
- **Guaranteed**

Now, after actually doing the procedure, the results have been as expected.

### Here's the words of the lover of a man who was treated with the Priapus Shot:

I hesitate to report this (it sounds too much like an infomercial) but I don't want to hold back the whole story. The lover of a man I treated actually said to him, "This feels like I'm having sex with my hard plastic dildo!" He reported that she came back the next day for quick sex and just to play with her new toy--his penis.

Another patient wrote to me in a text, "One inch longer in girth and length and concretel!"

### If You Wish to Be Treated

Here's the Steps of the Priapus Shot™:

1. A numbing *lidocaine cream* is applied to the penis.
2. *Blood is drawn* from the arm (just like when you have a blood test done).
3. The blood is put in a *centrifuge* and spun for 6 minutes at 11,000 g's.
4. The platelets are then at the top of the tube of liquid (red cells and white cells at the bottom).
5. The *platelets are transferred into another tube* where a few drops of calcium chloride solution trick the platelets into thinking that they are in the body and the body has been injured.
6. The platelets release growth factors into the liquid of the tube.
7. The *liquid is transferred into a syringe and injected into the penis* using a tiny needle and in a way that distributes the growth factors in the proper way.

If you wish to be considered for this procedure, **you can send questions to [DrRunels@Runels.com](mailto:DrRunels@Runels.com)** or call me at 251-648-7704.

Only I check this voicemail (no one else), so if I'm with a patient and do not answer, simply leave a number and best times to call.

Or, **you can go ahead and book your appointment by making payment and calling me at 251-648-7704** for a best time.

The cost of the procedure is \$3,000 but I'm going to treat the next 5 people at \$1,900 if I can use before and after photos and testimonials (without using your face) to develop a larger data base for research and to offer more proof on the website. The appointment should be confirmed by payment.

I think the day will come when these injections are given routinely in the same way we tune-up a car with a little STP to clean the fuel injectors. Instead, we will use PRFM to clean out the circulation of the penis and grow new blood vessels.



\$1,900 for advanced booking of the Priapus Shot™

For [travel arrangements go here](#) (Saturday appointments available for out of town guests).

### Questions

**Question: I did some research and most people say it takes three weeks to notice results but you said you saw it immediately. Please explain? Could it be that everyone reacts differently to it? thanks and talk soon.**

**Answer:** If you read the numbers on the scale in the Selphyl research that I posted above, then you will see something similar to what I have observed. The initial volume is from the combination of the platelets and the serum (or water) in the blood plus all the growth factors in the water that the activated platelets are starting to release.

Then over the next three days some of the the water is absorbed by the body. Then there is the growth of new tissue that continues for at least 12 weeks--bringing the volume back up to close to where it was with the initial injection.

So, volume goes up IMMEDIATELY, then goes down to various degrees but slowly over the next three days. In some people this decrease in volume is very small, in others it is a more noticeable decrease. In some, I'm seeing a growth back to where it was with the initial injection or better. In others, there is growth but not quite back to where we started. Smokers have the least amount of growth.

Again, I am speaking mostly from my experience with injecting the face. I see no reason why the same would not happen with the penis, but my experience there is less.

Question: How much growth can I expect?

**Answer:** 10 to 20% increase in length and girth.

Question: Where is the injection put?

**Answer:** Directly into the corpus cavernosum with a small needle, and into the head of the penis--in a way almost exactly as done with those who use injections for erectile dysfunction.

Question: What about scar tissue?

**Answer:** If you look at men who inject 3 to 5 times a week over many years for treatment for erectile dysfunction, there is about a 10% incidence of scar tissue formation. This is with multiple injections for years. With this procedure, there is only one injection, so the chances of scar tissue should be almost nothing. In the face, there has not been the report of any fibrosis or scar tissue formation.

Question: Does it hurt?

**Answer:** I use a lidocaine cream (a strong version of what you might find in a spray to kill the pain of sunburn). It's the same cream I use on the face before injecting the lips or other areas with Juvederm. The pain is about the same as a normal shot to the buttocks, perhaps less.



\$1,500 for advanced booking of Selphyl treatment of the penis

If you are a health care provider and wish to have training in this method of therapy for the penis, you may be interested in an upcoming seminar. Simply send an email telling me who you are and what type practice you have. I will respond with details of the seminar: [DrRunels@Runels.com](mailto:DrRunels@Runels.com)

For [travel arrangements go here](#) (Saturday appointments available for out of town guests).

Peace & health,

A handwritten signature in blue ink that reads "Charles Runels MD". The signature is fluid and cursive, with the letters "C", "R", and "M" being particularly prominent.

Charles Runels, MD

The Sex Energy Doctor™

[Other Temple Repair Tools](#)

[Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing](#)

**DEFENDANT  
TRIAL EXHIBIT**

**75**

From: Charles Runels, MD <[charles@runels.com](mailto:charles@runels.com)>  
Date: Sat, Jul 10, 2010 at 11:50 AM  
Subject: Warning and a Quick Nipple Lift with No Downtime  
To: <[charles@runels.com](mailto:charles@runels.com)>

Hello Charles

Just two quick things (this is only going to a special list of people that have expressed an interest in keeping up with the latest in cosmetic procedures).

1) Do not use Hydrelle. [This site tells what to do](#) if you've had some side effects (either by treatment by me or by another person).

2) Here's a new way to [lift the nipple and plump the breast \(there are photos, so do not click if you will be offended or if you are under 18 years old\)](#) (with no downtime).

You can call me for a free consult about either issue: 251-648-7704

Or send an email with photos of the area in question to [DrRunels@Runels.com](mailto:DrRunels@Runels.com)

Peace & health,



Charles Runels, MD



#### Quick Links...

~ ~ ~ ~ ~

[Our Website](#)

[Anytime...for as Long as You Want](#)

[# 1 W. L. Secret](#)

[About Dr. Runels](#)

[Selphyl the Vampire Face Lift](#) (all natural alternative to Botox and fillers)

[New Before and After Photos of Lipolite to trim the body](#) for the beach.

Roy v. Runels  
(Cancellation No. 92065804)

Runels5419

DEFENDANT TRIAL  
EXHIBIT

75

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

## Contact Information

~ ~ ~ ~ ~

phone: 251-648-7704

~ ~ ~ ~ ~

[Join Our Mailing List!](#)

**A new treatment for Jowls and Double Chin with [Lipolite](#)**

[If this helped you, forward email](#)

✉ **SafeUnsubscribe®**

This email was sent to [charles@runels.com](mailto:charles@runels.com) by [charles@runels.com](mailto:charles@runels.com).

[Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).

Email Marketing by



Charles Runels, MD | 750 Downtowner Loop West | Suite A | Mobile | AL | 36609

**DEFENDANT  
TRIAL EXHIBIT**

***77***

Having trouble viewing this email? [Click here](#)



[Join Our Mailing List!](#)

**Greetings!**

I'm letting you in on two new procedures that I've not yet widely made known: 1) Vampire Breast Lift (tm) and Vampire Nipple Lift (tm).

Because I'm creating a new website ([VampireBreastLift.com](#)), I'm offering a very deep discount (less than my cost) to those willing to allow me to use before and after photos (no face, just the breast).

This is a simple procedure that's done with my nurse in about 30 min (your husband may even be present).

Results look good that night but improve over the following 3 months.

Details [described in this video](#). There's **naked breasts in the video** so if you're under 18 or offended by nudity, do not watch.

Also, I'm keeping this video private (someone must have the link to find it) until I build the website. But, if you know someone who may be helped you can forward this email.

As with the Vampire Facelift (R), the only side effects have been bruising.

I need 5 people for the photos (and for them I am offering the procedure for \$497).

If you're interested, call or [email](#). As with all my procedures, you must be satisfied or I won't keep your money. [The first 5 to pay get the discounted price.](#)

The site mentioned in the video is not up yet (that's where the before and after photos will go).

Peace & health,

  
Charles Runels, MD

Please forward this email to those you think may be helped.

 SafeUnsubscribe

Trusted Email from  
**Constant Contact**  
Try it FREE today

Roy v. Runels  
(Cancellation No. 92065804)

Runels5204

DEFENDANT TRIAL  
EXHIBIT

77

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

**DEFENDANT  
TRIAL EXHIBIT**

**90**



Charles Runels, MD

[HOME](#) :: December 5, 2011

TempleRepair.com

Every Man & Woman is Sculptor and Painter of the Body-Temple

### The Vampire Orgasm Shot™

#### Also known as the "Vampire O Shot™"

The Orgasm Shot™ is a sexual and cosmetic rejuvenation procedure for the vagina using the preparation and injection of blood-derived growth factors. [The growth factors must be used in the specific way specified by the trademarked procedure to constitute the Orgasm Shot™/O Shot™. Injection of any form of growth factors in any way other than specified does not constitute the Orgasm Shot™.]

Clinical Description of the Orgasm Shot™ (O Shot™): Isolation followed by injection of blood-derived growth factors for the purpose of amplification and rejuvenation of orgasm-producing vaginal tissue for the purpose of a more youthful appearance and improved sexual function.

The Orgasm Shot™/O Shot™ is a simple, nonsurgical, physician-administered treatment that can temporarily augment and rejuvenate the Grafenburg spot (G-Spot), clitoris, and labia.

The Orgasm Shot™ involves isolation of PRP (platelet rich plasma) followed by a very specific method of amplifying or augmenting the vaginal tissues with injection of that PRP. The method of isolating the PRP is an FDA approved process.

Though the method of preparing the PRP has been approved by the FDA for orthopedic and surgical use, and even though PRP has been used in many clinical settings including the joints, the face, and in fat transplant to the breast, PRP use in the vagina has not been evaluated by the FDA.

Although PRP has not been used in this specific way in the vagina, collagen has been used for many years for injection into the vagina for help with urinary incontinence and for G-spot augmentation. Collagen has more side effects than does PRP (PRP comes from your own body and is not even classified as a drug).

Benefits of PRP that make it the body's method of healing include stimulation of unipotent stem cells to generate at least 7 different growth factors that cause new tissue growth with better function and with a younger appearance.

Designer, investigator, and inventor, Charles Runels, MD, first introduced the Vampire Facelift™ to the world on April 20, 2011. Now, using that same technology, he brings you the Orgasm Shot™ (O Shot™): using your own growth factors, PRP has a record of thousands of injections with the face with not one incidence of fibrosis, infection, or allergic reaction (as can be seen with collagen in other G-spot injection procedures).

The affect can last for up to 6 months or longer, but will vary.

#### An Open Letter From the Inventor of the Vampire Orgasm Shot, Dr. Runels

About 18 months ago, a beautiful, tall, woman patient of mine complained that she had difficulty achieving any level of sexual arousal. Though she appeared healthy and vibrant, she explained that she had decreased sensation and dryness.

Though educated and successful in business and enjoying her time with her son (she's a single mother), she said she found little joy in other personal relations and very little desire for sex.

When I examined her, I found that her clitoris was smaller than normal and dry and almost calloused with loss of blood flow and atrophy. In short, even though in her mid-30s, her vagina looked much older.

She said to me, "My lover notices that I'm not really interested. I'm tired of faking it."

Roy v. Runels  
(Cancellation No. 92065804)

Runels5205

DEFENDANT TRIAL  
EXHIBIT

90

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

I had nothing really to offer her other than the usual hormone-replacement creams. But, I thought deeply about her problem and after a year of using PRP in the face with obvious increases in circulation and rejuvenation due to that process (the Vampire Facelift™), I began to think injecting her with PRP may be of help.

So, finally, one day I called her, explained the procedure, and she came in for treatment.

With the previous brilliant work of Dr. Matlock with injection of the G-spot with a collagen-like material, I felt confident that she would have less risks of side effects than with that procedure (since PRP has fewer side effects than collagen injections) and enjoy possible great benefit.

So, she came to my office, I applied a lidocaine numbing cream, and in less than 10 minutes prepared the blood and injected (1) her G-spot, (2) the base of the clitoris, and (3) the labia in a specific way to promote rejuvenation in appearance and in orgasmic function.

PRP is known to promote new blood vessel formation and activation of unipotent stem cells to help with rejuvenation of tissue in multiple areas of the body.

She went back to work (she was there on her lunch break) and I waited eagerly for good news.

I smiled later that same night, when I received a text from her that she already felt like things were waking up, so she got "a small vibrator on medium speed" and for the first time in "longer than I can remember" was able to masturbate within a few minutes not only to orgasm but actually ejaculated twice.

All this even before the PRP had a chance to do fully do it's job (effects seem to improve for 8 weeks in the face).

### Patient Number 2 Didn't Want to Leave the House...

The second lady to which I offered the Vampire Orgasm Shot™ knew about Dr. Matlock's work. After seeing the results of the Vampire Facelift™, she repeatedly asked me to give her the same injection of PRP into her vagina (I did not even mention that I was already considering offering the procedure).

She enjoyed an active sex life, but after three children, she did not like the appearance, tightness, and color of her vagina. She hoped to see the same results in the appearance of her vagina that she saw in her face with the Vampire Facelift™.

I offered her an appointment, she came to the office for 30 minutes while her mother watched her children.

The next morning, I got this text from her: "Oh my \_\_\_\_!!! I can't leave the bed I'm having so much fun!"

### More About the Vampire Orgasm Shot™

- Using a needle to inject into the vagina could cause complications (nothing but bruising has occurred in the face and penis and vagina thus far).
- Possible benefits could include the following:
  - 1. Greater arousal from clitoral stimulation
  - 2. Younger, smoother skin of the vulva (lips of the vagina).
  - 3. A tighter Introitus (vaginal opening)
  - 4. Increased arousal from G-spot stimulation
  - 5. Pinker, younger, color of the vulva
  - 6. Stronger orgasm
  - 7. More frequent orgasm
  - 8. Increased sexual desire
  - 9. Increased ability to have a "vaginal orgasm"
  - 10. Decreased pain for those with dyspareunia
  - 11. Increased natural lubrication
  - 12. Decreased urinary incontinence (the original use of injections in this area)
- More Facts...
  - PRP (what is injected with the Vampire Orgasm Shot™) is being researched to regenerate the pancreas, the brain (Parkinson's), and to help regenerate the heart muscle after heart attack.
  - PRP (made in the same way) is used already (mixed with fatty tissue) to use for breast augmentation.
  - PRP (made in the same way) has been used for years in orthopedics to help regenerate the knee and to help with pain.

- PRP (made in the same way) is used in *dental surgery* to help with healing.
- PRP (made in the same way) is used in *diabetic wounds* to help with healing.
- Collagen and [collagen-like materials have been used for years to inject the vagina](#) for help with urinary incontinence and to augment the G-spot.
- Collagen has *MORE* potential side effects than does PRP.
- Use of PRP in the vagina has not been extensively studied and is an off-label use.
- There can be no guarantee of results in any woman with any procedure including this one.
- Your partner can be in the room together with my nurse while the procedure is done.

[Click here to schedule a consultation](#) for the Vampire Orgasm Shot™ or call 888-522-2043 to speak with Dr. Runels.



One Vampire O Shot™ Treatment, \$1,297

[Privacy Policy](#) | [Possible Risks and Complications](#)

Stay tuned and give us permission to notify you about how you might participate in upcoming research by entering your e-mail address:

Peace & Health,

[Charles Runels, MD](#)

The Sex Energy Doctor™

[CLICK HERE TO BECOME a Vampire Orgasm Shot Provider](#) (just put "Vampire O shot provider" in the subject line)

[Privacy Policy](#) | [Risks and Complications](#)



**DEFENDANT  
TRIAL EXHIBIT**

**91**

" /> \_mm = "3504 1 2"; mtracking();



Charles Runels, MD

HOME :: December 5, 2011

TempleRepair.com

Every Man & Women is Sculptor and Painter of the Body-Temple

### Immediate Penis Enlargement

## by Injection with Platelet Rich Fibrin Matrix (PRFM)

### The Vampire M Shot™

#### Enjoy a Bigger & Harder Penis the Day of Treatment!

When I first started doing Cosmetic procedures using Juvederm and Restylane to sculpt the face, it occurred to me that it would be wonderful to do the same thing for the penis. If you can inject the mouth to give it a larger shape then why should you not be able to do the same thing with the penis? [Here's the web site where I talk about my skills with that procedure.](#)

Then **Restylane came out with their research** showing that after filling in the face, that **there is new collagen production and the face gains permanent improvement** in shape as dictated by the injection.

I became even more interested and considered injecting my own penis with Restylane.

Here's the **potential complications of the hyaluronic acid fillers** (Restylane and Juvederm):

1. With Restylane you can, especially in the forehead, have the side effect of the **skin necrosis** (it turns black and dies and must be surgically removed)! Not a pleasant thought when considering part of the skin of the face, so I never inject the forehead with Restylane where this is known to occur. But, even more disturbing it is to think of necrosis of the penis.
2. There can be some **burning pain** with injection of Restylane (it is hyaluronic **acid**). OK, I don't like admitting it but I'm not a big fan of pain, especially when it comes to my penis. Not very brave I suppose but I'd much rather have you punch me in the nose than give me a penis ache.
3. **Lumpiness and nodules** can occur with Juvederm and Restylane. Not common in my practice. But, I discontinued the use of another hyaluronic acid filler, Hydrelle, because I did see a higher than expected rate of nodule formation. In the face, a nodule is bad enough but in the penis, I just did not want to accept the possibility.

So, I never injected my penis with Restylane.

### Learning from the G-Spot Shot

Then I read of **G-Spot Shot** with a collagen filler. This sounded plausible and has been **shown to greatly improve the sensitivity of the G-spot and the pleasure of 87% of the women who get the shot**. Again, it occurred to me that injecting the penis should work, but with what? And how? The G-Spot Augmentation is done with a collagen that is **gone in 3 to 4 months** and does not seem sturdy enough for the penis.

### The Answer Knocks on My Door

Then (because I have a large cosmetic practice), the manufacturers of Selphyl approached me about introducing the product to the Gulf Coast.

After studying the biology of Selphyl (a convenient way of isolating Platelet Rich Fibrin Matrix from a person's own body), I immediately became excited—not because of the possibilities with the face (those are revolutionary) but because finally I saw a possible substance for the penis.

Here's the **advantage to using Selphyl on the face rather than Juvederm** (as I list these advantages, think to yourself, "does this apply well to the penis?"):

1. There's **never been an allergic reaction or necrosis** (this is coming from your own body, so the body does not react to it as a foreign substance).
2. **Bruising is minimal** if at all.
3. There's **no lumpiness**.
4. The effects last at least 18 months and could be longer or even permanent (as if the skin actually became younger).
5. There's actual growth of new tissue by stimulation of uni-potent stem cells. So **the change in shape is not from something foreign being in the body but from the body actually rejuvenating and growing!**

Roy v. Runels  
(Cancellation No. 92065804)

Runels5208

DEFENDANT TRIAL  
EXHIBIT

91

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

6. The PRFM stimulates new blood flow with new blood vessels (neovascularization).

**Click here to read how I use PRFM for the face; read, and consider what would happen if you used the same product on the penis instead of the face.**

I think that you can see that all of the 6 advantages listed above would be good for the penis as well.

### What the Research Shows

So, then I went to the medical literature, to see what other experts around the world are thinking, and here's some of what I found:

- **Selphyl (a way of isolating PRFM) was injected into naso-labial folds with improvement seen immediately.** There was some fading of the improvement over the first few days, then the tissue continued to regenerate and return to near the state of injection by the 12th week. At no point did the tissue go back to the state before injection. **None of the patients had any fibrosis, harness, lumpiness, irregularity, or restriction of movement.** There have been over 50,000 injections of Selphyl and never one allergic reaction.
- In January of this year (2010), researchers at the University of California School of Medicine injected adipose-tissue derived stem cells into the penis of diabetic rats. The result was that the rats. The results were to "improve erectile function and to alter the micro architecture of the corpus cavernosum **with an "increase in the number of endothelial cells" in the corpus cavernosum.** Translation: **the rats had a harder penis with more tissue—harder and bigger!** Notice: In the article, they report that the number of stem cells was so small that they think that the results came from the "paracrine" effects of the fat. This means that they thought the growth factors in the fat are what caused the improvement. These are the same types of growth factors found in huge quantities in the PRFM of Selphyl
- Just a little reading shows that **PRFM is being considered for many diseases** that require healing—as in **NEW TISSUE GROWTH—that's what healing is.** Sure, insurance is not paying yet, but I hope that you realize the conflict of interest when insurance agencies are required to make a profit (by corporate law) while simultaneously appearing to care about your health.
- As early as 2003, an article out of Boston in the Journal of Urology, discussing new therapies for erectile dysfunction, suggested that **"neovascularization using vascular growth factors has been recently demonstrated to be feasible in animal models."** Translation: If you inject growth factors into an animal's penis, then it grows new blood vessels and new tissue and gets a bigger harder penis. So, 7 years ago, this was suggested as a possibility for people-animals: PRFM is a way of supplying those growth factors.

If you "Goggle" platelet rich fibrin matrix or stem cells and healing, you will be amazed that this therapy is not used more often for a wide variety of problems.

Here's where **I talk on the news about using PRFM in the face (I call it the Vampire Facelift (TM)).**

Go **here** and see where I filled a scar with Selphyl and caused new tissue to fill in the hole. Also, scroll to the **bottom of the page** to see how I plumped the breast using Selphyl.

**IMPORTANT:** The woman who's breast I injected, said that she got **renewed sensation of the nipple** (she had suffered with decreased sensation after breast implants followed by breast feeding 3 children). With the neovascularization (new blood vessels), there also appears to be some nerve regeneration. As with the diabetic rats in the study quoted above, for the man who has diabetes and erectile dysfunction with some decreased sensation and nerve damage, Selphyl could be a near miracle.

**Go here to see where I filled in a scar in the umbilicus in the same way.**

### PRFM for the Penis: The Vampire M Shot™

So, if the Priapus Shot™ does what it should, then using it on the penis should result in all of the following:

- **Immediately larger**
- **Strengthen the penis**
- **Straighten the penis**
- **Increase circulation within the penis for a healthier organ.**
- **Make other therapies work better (if you still need Viagra or Cialis, then it will work better for you).**
- **Increase sensation and pleasure (helps correct the damage from diabetes).**
- **Proven to work in multiple studies**
- **Increase size by design (Can place more in base or in the head or wherever makes for best result)**
- **No allergic reactions (using your own body's fluids).**
- **No lumpiness**
- **Minimal pain (no burning from the PRFM since it's from your own body)**
- **Guaranteed**

Now, after actually doing the procedure, the results have been as expected.

### Here's the words of the lover of a man who was treated with the M Shot (TM):

I hesitate to report this (it sounds too much like an infomercial) but I don't want to hold back the whole story. The lover of a man I treated actually said to him, "This feels like I'm having sex with my hard plastic dildo!" He reported that she came back the next day for quick sex and just to play with her new toy—his penis.

Another patient wrote to me in a text, "One inch longer in girth and length and concrete!"

### If You Wish to Be Treated

Here's the Steps of the Vampire M Shot™:

1. A numbing **lidocaine cream** is applied to the penis.

2. *Blood is drawn from the arm* (just like when you have a blood test done).
3. The blood is put in a *centrifuge* and spun for 6 minutes at 11,000 g's.
4. The platelets are then at the top of the tube of liquid (red cells and white cells at the bottom).
5. The *platelets are transferred into another tube* where a few drops of calcium chloride solution trick the platelets into thinking that they are in the body and the body has been injured.
6. The platelets release growth factors into the liquid of the tube.
7. The *liquid is transferred into a syringe and injected into the penis* using a tiny needle and in a way that distributes the growth factors in the proper way.

If you wish to be considered for this procedure, **you can send questions to [DrRunels@Runels.com](mailto:DrRunels@Runels.com)** or call me at 251-648-7704.

Only I check this voicemail (no one else), so if I'm with a patient and do not answer, simply leave a number and best times to call.

Or, **you can go ahead and book your appointment by making payment and calling me at 251-648-7704 for a best time.**

The cost of the procedure is \$3,000 but I'm going to treat the next 5 people at \$1,900 if I can use before and after photos and testimonials (without using your face) to develop a larger data base for research and to offer more proof on the website. The appointment should be confirmed by payment.

I think the day will come when these injections are given routinely in the same way we tune-up a car with a little STP to clean the fuel injectors. Instead, we will use PRFM to clean out the circulation of the penis and grow new blood vessels.

I recommend that you do the Priapus Shot together with the techniques taught here in this course on entering the Penis. The course is **included for free if you book an appointment for the Priapus Shot.**"

If you are a physician and are interested in learning to do the Priapus Shot, [go here](#).

To book an appointment at this introductory price, [click here now](#):

\$1,997 by credit card [Add to Cart](#)

### **Recording of Teleconference about the Vampire M Shot™ (there's about a 7-second delay before the recording starts)**

For [travel arrangements go here](#) (Saturday appointments available for out of town guests).

## **Questions**

**Question:** I did some research and most people say it takes three weeks to notice results but you said you saw it immediately. Please explain? Could it be that everyone reacts differently to it? thanks and talk soon.

**Answer:** If you read the numbers on the scale in the Selphyl research that I posted above, then you will see something similar to what I have observed. The initial volume is from the combination of the platelets and the serum (or water) in the blood plus all the growth factors in the water that the activated platelets are starting to release.

Then over the next three days some of the the water is absorbed by the body. Then there is the growth of new tissue that continues for at least 12 weeks--bringing the volume back up to close to where it was with the initial injection.

So, volume goes up IMMEDIATELY, then goes down to various degrees but slowly over the next three days. In some people this decrease in volume is very small, in others it is a more noticeable decrease. In some, I'm seeing a growth back to where it was with the initial injection or better. In others, there is growth but not quite back to where we started. Smokers have the least amount of growth.

Again, I am speaking mostly from my experience with injecting the face. I see no reason why the same would not happen with the penis, but my experience there is less.

Question: How much growth can I expect?

**Answer:** 10 to 20% increase in length and girth. An inch in length (a little more) and in girth was seen in the first two patients in the first month. Girth came first (with the injection), then length (with continued growth). I do not yet know if a second injection at 4 to 8 weeks will cause another growth spurt.

Question: Where is the injection put?

**Answer:** Directly into the corpus cavernosum with a small needle, and into the head of the penis--in a way almost exactly as done with those who use injections for erectile dysfunction.

Question: What about scar tissue?

**Answer:** If you look at men who inject 3 to 5 times a week over many years for treatment for erectile dysfunction, there is about a 10% incidence of scar tissue formation. This is with multiple injections for years. With this procedure, there is only one injection, so the chances of scar tissue should be almost nothing. In the face, there has not been the report of any fibrosis or scar tissue formation.

Question: Does it hurt?

**Answer:** I use a lidocaine cream (a strong version of what you might find in a spray to kill the pain of sunburn). It's the same cream I use on the face before injecting the lips or other areas with Juvederm. The pain is about the same as a normal shot to the buttocks, perhaps less.

\$1.997 by credit card [Add to Cart](#)

If you are a health care provider and wish to have training in this method of therapy for the penis, you may be interested in an upcoming seminar. Simply send an email telling me who you are and what type practice you have. I will respond with details of the seminar: [DrRunels@Runels.com](mailto:DrRunels@Runels.com)

For [travel arrangements go here](#) (Saturday appointments available for out of town guests).

Peace & health,

A handwritten signature in blue ink that reads "Charles Runel MD". The signature is fluid and cursive, with the letters "C", "R", and "M" being particularly prominent.

Charles Runels, MD

The Sex Energy Doctor™

[Other Temple Repair Tools](#)

[Law of Health: 10 Essential Steps to Glorious Health & Miraculous Healing](#)

**DEFENDANT  
TRIAL EXHIBIT**

**94**



Charles Runels, MD

## TempleRepair.com

Every Man & Woman is Sculptor and Painter of  
the Body-Temple

#1 Health, Sex, &  
Weight Loss Secret  
for Free (Includes  
bonus Health  
Lessons)

Name:

First Name

Email:

Submit

We respect your  
email privacy.

HOME :: March 18, 2011

### The Orgasm Shot (TM)

### Also known as the "O Shot (TM)"

The Orgasm Shot™ is a sexual and cosmetic rejuvenation procedure. (clinical description: Injection of blood-derived growth factors for the purpose of amplification and rejuvenation of orgasm-producing vaginal tissue), is a simple, nonsurgical, physician-administered treatment that can temporarily augment and rejuvenate the Grafenburg spot (G-Spot), clitoris, and labia.

Orgasm Shot™ (also known as the O Shot™) is a method of amplifying or augmenting the G-Spot with an FDA approved process of preparing PRP [PRP=platelet rich plasma] and then injecting that PRP into the labia, the base of the clitoris, and the G-spot.

Though the method of preparing the PRP has been approved by the FDA and PRP has been used in many clinical settings including the joints, the face, and in fat transplant to the breast, it's use in the vagina has not been evaluated by the FDA.

Also, collagen has been used for many years for injection into the vagina for help with urinary incontinence and for G-spot augmentation. collagen has more side effects than does PRP which comes from your own body-and is not even classified as a drug.

Benefits of PRP include stimulation of unipotent stem cells to generate new tissue with a younger appearance.

Designer, investigator, and inventor, Charles Runels, MD, first introduced the Vampire Facelift™ to the world on April 20, 2011. Now, using that same technology, he brings you the Orgasm Shot™ (O Shot™): using your own growth factors, PRP has a record of thousands of injections with the face with not one incidence of fibrosis, infection, or allergic reaction (as can be seen with collagen in other G-spot injection procedures).

The affect can last for up to 12 months, but will vary.

### An Open Letter From the Inventor of the Orgasm Shot, Dr. Runels

About 18 months ago, a beautiful, tall, woman patient of mine complained that she had difficulty achieving any level of sexual arousal. Though she appeared healthy and vibrant, she explained that

<http://runels.com/orgasmshot/>

3/18/2011

Roy v. Runels  
(Cancellation No. 92065804)

Runels5198

DEFENDANT TRIAL  
EXHIBIT

94

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

years of recurrent out-breaks of genital herpes combined with the approach of menopause had left her vagina with thin, dry skin and little sensation.

Though educated and successful in business and enjoying her time with her son (she's a single mother), she said she found little joy in personal relations with men.

When I examined her, I found that her clitoris was smaller than normal and dry and almost calloused with loss of blood flow and atrophy. In short, even though in her mid-30s, her vagina looked like that of an 80-year-old woman not on hormone replacement.

She said to me, "My lover notices that I'm not really interested. I'm tired of faking it."

I had nothing really to offer her other than the usual hormone-replacement creams. But, I thought deeply about her problem and after a year of using PRP in the face with obvious increases in circulation and rejuvenation due to that process (the Vampire Facelift™), I began to think injecting her with PRP may be of help.

So, finally, one day I called her, explained the procedure, and she came in for treatment.

With the previous brilliant work of Dr. Matlock with injection of the G-spot with a collagen-like material, I felt confident that she would have less risks of side effects than with that procedure (since PRP has fewer side effects than collagen injections).

So, she came to my office, I applied a lidocaine numbing cream, and in less than 10 minutes prepared the blood and injected (1) her G-spot, (2) the base of the clitoris, and (3) the labia in a specific way to promote rejuvenation in appearance and in orgasmic function.

PRP is known to promote new blood vessel formation and activation of unipotent stem cells to help with rejuvenation of tissue in multiple areas of the body.

She went back to work (she was there on her lunch break) and I waited eagerly for good news.

I smiled later that same night, when I received a text from her that she already felt like things were waking up, so she got "a small vibrator on medium speed" and for the first time in "longer than I can remember" was able to masturbate within a few minutes not only to orgasm but actually ejaculated twice.

All this even before the PRP had a chance to do fully do its job (effects seem to improve for 8 weeks in the face).

## Patient Number 2

The second lady to which I offered the Orgasm Shot™ knew about Dr. Matlock's work. After seeing the results of the Vampire Facelift™, she actually practically begged me to give her the same injection of PRP into her vaginal (I did not even mention that I was already considering offering the procedure).

She enjoyed an active sex life, but after three children, she did not like the appearance, tightness, and color of her vagina. She hoped to see the same results in the appearance of her vagina that she saw in her face with the Vampire Facelift™.

I offered her an appointment, she came to the office for 30 minutes while her mother watched her children.

The next morning, I got another text from her, "Oh my #&%. I can't leave the bed I'm having so much fun."

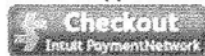
## The Cold Facts

- Using a needle to inject into the vagina could cause complications.
- Possible benefits could include the following:
  - 1. Greater arousal from clitoral stimulation
  - 2. Younger, smoother skin of the vulva (lips of the vagina).
  - 3. A tighter introitus (vaginal opening)
  - 4. Increased arousal from G-spot stimulation
  - 5. Pinker, younger, color of the vulva

- **6. Stronger orgasm**
- **7. More frequent orgasm**
- **8. Increased sexual desire**
- PRP (what is injected with the Orgasm Shot™) is being researched to regenerate the pancreas, the brain (Parkinsons), and to help regenerate the heart muscle after heart attack.
- PRP is used already (mixed with fatty tissue) to use for breast augmentation.
- PRP has been used for years in orthopedics to help regenerate the knee.
- PRP is used in dental surgery to help with healing.
- PRP is used in diabetic wounds to help with healing.
- Collagen and collagen-like materials have been used for years to inject the vagina for help with urinary incontinence and to augment the G-spot.
- Collagen has more potential side effects than does PRP.
- Use of PRP in the vagina has not been extensively studied and is an off-label use until further research is done.
- There can be no guarantee of results in any woman with any procedure including this one.
- Your partner can be in the room together with my nurse while the procedure is done.

[Click here to schedule a consultation](#) for the Orgasm Shot™ or call 888-522-2043 to speak with Dr. Runels.

**Reserve Appointment for the Orgasm Shot™ (or O Shot™) by Check: \$1,897**



[Privacy Policy](#) | [Risks and Complications](#)

Stay tuned and give us permission to notify you about upcoming research participation by entering your email address:

#1 Health, Sex, & Weight Loss  
Secret for Free (Includes bonus  
Health Lessons)

Name:

First Name

Email:

Submit

[We respect your email privacy](#)

Peace & Health,

Charles Runels, MD

**The Sex Energy Doctor™**

[CLICK HERE TO BECOME an Orgasm Shot Provider](#) (just put "O shot provider" in the subject line)

[Privacy Policy](#) | [Risks and Complications](#)



Charles Runels, MD

## TempleRepair.com

Every Man & Woman is Sculptor and Painter of  
the Body-Temple

#1 Health, Sex, &  
Weight Loss Secret  
for Free (Includes  
bonus Health  
Lessons)

Name:

First Name

Email:

Submit

We respect your  
email privacy

**HOME** :: March 18, 2011

### Risks & Complications of the Orgasm Shot™

**Though PRP comes from your own body and has demonstrated a low complication rate in other areas of the body, injection of the vaginal structures could cause some side effects.**

Nothing contained on this website is intended to represent a promise, guarantee or warranty that any patient who undergoes the Orgasm Shot™/O Shot™ will achieve a particular result. Individual results do vary, and no responsibility is assumed for failure to achieve a desired result.

The use of PRP in this procedure is an 'off label' use, and no promise or representation, guarantee or warranty regarding its use, benefit or other quality is made. No representations that the use of this product and this procedure is approved by the FDA or any other agency of the federal or state government is made.

#### **CONSENT VAGINAL SUBMUCOSAL/SUBURETHREA, and Clitoral Injection of PRP And Administration of Anesthesia**

##### **A. CONSENT FOR PROCEDURE**

I have received information about my condition, the proposed treatment, alternatives, and related risks. This form contains a brief summary of this information. I have received an explanation of any unfamiliar terms and have been offered the opportunity to ask questions. I understand I may refuse consent and I GIVE MY INFORMED AND VOLUNTARY CONSENT to the proposed procedures and the other matters shown below. I also consent to the performance of any additional procedures determined in the course of a procedure to be in my best interests and where delay might impair my health

1. I authorize Dr. \_\_\_\_\_ to treat my condition, including performing further diagnosis and the procedures described below, and taking any needed photographs.

2. I understand the proposed procedure(s) to be: vaginal submucosal/suburethral, clitoral, and labial, PRP (platelet rich plasma) injection (The Orgasm Shot™/The O Shot™).

<http://runels.com/orgasmshot/consent.html>

3/18/2011

4. I understand the risks associated with the proposed procedure(s) to be:

Bleeding  
 Infections  
 Urinary retention  
 No effect at all  
 Allergic reactions  
 Constant awareness of the G-Spot  
 A sensation of always being sexually aroused  
 Constant vaginal wetness  
 Mental preoccupation of the G-Spot  
 Alteration of the function of the G-Spot  
 Sexual function alteration  
 Hematoma (hyaluronan of blood)  
 Injection site ulceration  
 Urethral injury (tube you urinate through)  
 Urinary retention  
 Hematuria (blood in urine)  
 UTI (Urinary Tract Infection)  
 Urinary Urgency (feel like you always have to urinate)  
 Urinary Frequency  
 Increased/worsening nocturia (waking up several times at night to urinate)  
 Change in urinary stream  
 Urethral vaginal fistula (hole between urethra and vagina)  
 Vesico-vaginal fistula (hole between bladder and vagina)  
 Dyspareunia (Painful Intercourse)  
 Need for subsequent surgery  
 Alteration of vaginal sensations  
 Scar formation (vaginal)  
 Urethral stricture (abnormal narrowing of the urethra)  
 Local tissue infarction and necrosis  
 Yeast infections  
 Vaginal Discharges  
 Spotting between periods  
 Bladder Pains  
 Overactive Bladder (OAB)  
 Bladder Fullness  
 Exposed Material  
 Pelvic Pains  
 Pelvic Heaviness  
 Hypersexuality (over active sex drive)  
 Erosions  
 Fatigue  
 Damage to nearby organs including bladder, urethra and ureters  
 Alteration of bladder dynamics  
 Post-operative pain  
 Prolonged pain  
 Intractable pain  
 Alteration of the female sexual response cycle  
 Failed procedure  
 Varied results  
 Psychological alterations  
 Relationship problems  
 Sex life alteration  
 Decreased sexual function  
 Possible hospitalization for treatment of complications  
 Lidocaine toxicity  
 Anesthesia reaction

Embolism  
Depression  
Reactions to medications including anaphylaxis  
Nerve damage  
Permanent numbness  
Slow healing  
Swelling  
Sexual dysfunction  
Allergy to Hyaluronan material  
Hyaluronan migration  
Nodule formation

4. I also understand that there may be other RISKS OR COMPLICATIONS, OR SERIOUS INJURY from both known and unknown causes. I am aware that the practice of medicine and surgery is not an exact science and I acknowledge that no guarantees have been made to me concerning the risks of the procedure.

5. I understand the alternatives to the proposed procedures and the related risks to be: do nothing.

**B. CONSENT FOR ANESTHESIA**

1. When local anesthesia and/or sedation is used by the physician:

I consent to the administration of such local anesthetics as may be considered necessary by the physician in charge of my care. I understand that the risks of local anesthesia include: local discomfort, swelling, bruising, allergic reactions to medications, and seizures.

**C. PATIENT CERTIFICATION:**

By signing below I state that I am 18 years of age or older, or otherwise authorized to consent. I have read or have had explained to me the contents of this form. I understand the information on this form and give my consent to what is described above and to what has been explained to me.

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE OF PATIENT and DATE

**D. PHYSICIAN ATTESTATION**

I have explained the procedure(s), alternative(s) and risks to the person or persons whose signature is affixed above. The patient has verbally communicated to me that they understand the contents of this form.

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE OF PHYSICIAN OR DESIGNEE OBTAINING CONSENT and DATE

**E. INTERPRETER ATTESTATION (when applicable)**

I have provided translation to the person(s) whose signature(s) is affixed above.

\_\_\_\_\_/\_\_\_\_\_  
SIGNATURE OF INTERPRETER and DATE



[Back to Orgasm Shot](#)

If you haven't already, make sure you stay tuned to up-dates and receive notification of opportunities to participate in up-coming research by entering your email address:

**DEFENDANT  
TRIAL EXHIBIT**

**100**

## LICENSE AGREEMENT

**(O-Shot®, Priapus Shot®, Vampire Facelift®, Vampire Facial®, & Vampire Breast Lift®)**

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THE TRADEMARK(S) (AS SET OUT BELOW). AMERICAN COSMETIC CELLULAR MEDICINE ASSOCIATION (“ACCMA”) IS WILLING TO LICENSE THE TRADEMARK(S) TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE TRADEMARK(S) (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND ACCMA. BY CLICKING THE “I AGREE” OR “YES” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE “CANCEL” OR “NO” OR “CLOSE WINDOW” BUTTON OR OTHERWISE INDICATE REFUSAL, AND MAKE NO FURTHER USE OF THE TRADEMARK(S).

### 1. License:

The License Agreement set out below governs your use of the Trademark(s) **O-Shot®, Priapus Shot®, Vampire Facelift®, Vampire Facial®, and Vampire Breast Lift®** ("Trademark(s)"). The Trademark(s) are registered to ACCMA and are protected by trademark law. Although ACCMA continues to own the Trademark(s), after Your acceptance of this License Agreement, You will have certain rights to use the Trademark(s) during the Licensing Period (as defined below). All rights not expressly granted to You are retained by ACCMA.

The “Licensing Fee(s)” for the Trademark(s) are as follows:

**O-Shot® \$97.00 per month;**

**Priapus Shot® \$97.00 per month; and,**

**Vampire Facelift®, Vampire Facial®, & Vampire Breast Lift® \$97.00 per month.**

The “Licensing Period” shall begin on the date of Your initial use of the Trademark(s), or the date you have accepted this License Agreement. You will not pay a Licensing Fee for the first three (3) months of Your Licensing Period. If You have more than one (1) office location, You must pay a separate Licensing Fee for each office location. The Licensing Period shall be ongoing month to month until terminated by You or ACCMA. You may terminate the Licensing Period at any time without penalty so long as You cease and desist using the Trademark(s).

### 2. Rights and Obligations:

Your rights and obligations under this License Agreement with respect to the use of these Trademark(s) are as follows.

#### **During the Licensing Period:**

You may use the Trademark(s) for so long as You pay the Licensing Fee(s) and follow accepted ACCMA protocols; and.

You will be listed as a licensed provider on the ACCMA website.

**You understand and agree to the following:**

that You may not teach the trademarked procedures;  
that if You quit paying the Licensing Fee(s) and continue to use the Trademark(s), You will pay ACCMA \$50,000 per infringement;  
that You will pay ACCMA \$50,000.00 as liquidated damages for Your infringement on the Trademark(s); and,  
that You will pay all costs of litigation, including attorney's fees and court costs, for Your infringement on the Trademark(s).

### **3. Modifications:**

ACCMA reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the trademark(s). Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the trademark(s) will be deemed acceptance thereof. You agree to such updated terms.

### **4. Applicable Law:**

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Nevada, without regard to its principles of conflicts of laws, and shall be deemed to be effective as of the first day of my licensing any of the Trademark(s) from ACCMA.

### **5. Venue:**

You consent to the exclusive jurisdiction and venue of the federal and state courts located in Mobile County, Alabama in any action arising out of or relating to this Agreement. You specifically waive any other venue to which You might be entitled by domicile or otherwise.

### **6. Integration:**

This Agreement constitutes the entire and only agreement between You and ACCMA and respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral or written, between You and ACCMA concerning this subject matter. No modification, amendment, waiver or termination of this Agreement shall be binding unless made in writing and signed by an authorized officer of ACCMA. Failure of ACCMA to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of these terms or conditions. In the event of any inconsistency between this Agreement and any other contract between You and ACCMA, the provisions of this Agreement shall prevail.

**DEFENDANT  
TRIAL EXHIBIT**

**102**

**TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT  
AND  
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT, effective upon the date of electronic assent by Licensee, (the "Effective Date") is made by and between CHARLES E. RUNELS, JR. ("Runels") whose principal place of business is located at 52 S. Section Street, Suite A, Fairhope, AL 36532, and the PARTICIPATING MEDICAL PRACTITIONER ("Licensee") electronically executing this agreement.

**IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT ("LICENSE AGREEMENT & NONDISCLOSURE AGREEMENT") CAREFULLY BEFORE USING THE TRADEMARK(S) (AS SET OUT BELOW), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS. CHARLES E. RUNELS, JR. ("RUNELS") IS WILLING TO LICENSE THE TRADEMARK(S) TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE TRADEMARK(S), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION, AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS, (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND RUNELS. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, AND MAKE NO FURTHER USE OF RUNELS' INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARK(S).**

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®** and **Orgasm Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and

Page 1 of 9

Roy v. Runels  
(Cancellation No. 92065804)

Runels4806

DEFENDANT TRIAL  
EXHIBIT  
**102**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

classes relating to the same; and **Priapus Shot®** and **P-Shot®**, for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT); Registration No.: 4100383 for (ORGASM SHOT); Registration No. 3965320 for (PRIAPUS SHOT); AND Registration No.: 4820964 for (P-SHOT), all of which are found on the <http://www.uspto.gov> website and copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related confidential training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary and confidential training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks, Runels’ Intellectual Property, Runels’ Confidential Information, and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

1.1 “License Fees” means the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical Practitioners” means the physicians and other health care providers, M.D.’s, D.O.’s, R.N.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.4 “Confidential Information” means any and all information provided by Runels including, but not limited to, Runels’ current medical procedures, future medical procedures, marketing information and procedures, product releases, medical research, and other information that may be shared with you as part of Runels’ training programs in which you participate, as well any and all other ideas disclosed to you related to Runels’ current medical procedures, future medical procedures, product releases, and other proposed products and services.

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels' Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot®, Orgasm Shot® trademark & intellectual property	\$97.00 per month
Priapus Shot®, P-Shot® trademark & intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels' Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via CMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

## 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and

collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

## 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that

the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

6. RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION.

6.1 All information that Runels shares with you as part of his training programs shall be deemed Confidential Information and shall be used by you for the sole and limited purpose of participating in Runels' training programs in strict accordance with Runels' instructions and any other terms and conditions set forth by Runels with respect to such training programs.

7. RESTRICTIONS ON DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 You agree that at all times you will hold in strict confidence and not disclose any Confidential Information to any third party except as expressly instructed by Runels in connection with Runels' training programs.

8. YOUR OBLIGATION TO NOTIFY RUNELS

8.1 You shall immediately notify Runels in the event of any loss or unauthorized disclosure of any Confidential Information, including unauthorized access to content associated with a training program or the theft or loss of any training program materials.

8.2 You shall immediately notify Runels in the event that you receive a legal request demanding disclosure of Confidential Information.

8.3 You shall notify Runels by the means set forth below in section 27 below.

9. LIMITED LICENSE TO USE CONFIDENTIAL INFORMATION

9.1 You may display, reproduce, store, and otherwise use Confidential Information only as expressly permitted by Runels in connection with the training program(s) in which you participate.

9.2 Any reproduction of any Confidential Information shall remain the property of Runels.

10. TERM OF OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION

10.1 You agree to protect and preserve the secrecy of all Confidential Information provided by Runels to you until such time as that information is released by Runels in the public domain.

11. MODIFICATION AND WAIVER

11.1 Runels reserves the right at any time to modify this License Agreement and Nondisclosure Agreement and to impose new or additional terms or conditions on your use of his trademark(s) and intellectual property. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the trademark(s) and intellectual property will be deemed acceptance thereof. You agree to such updated terms.

11.2 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

12. SURVIVAL OF NONDISCLOSURE AGREEMENT

12.1 You understand and agree that the Nondisclosure Agreement and Runels' legal rights stated therein survives the term of the License Agreement and any other termination thereof.

13. NO WARRANTY

13.1 RUNELS DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR ASSURANCE OF ANY NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION FURNISHED OR TO BE FURNISHED TO YOU.

13.2 Runels shall not have any liability to you or your representatives relating to or arising from the use of the Confidential Information or any errors or omissions associated with the Confidential Information.

14. INDEMNIFICATION

14.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

15. REMEDIES FOR BREACH OF LICENSE AGREEMENT AND ENFORCEMENT AND FOR UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

15.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

15.2 You understand and agree that the subject matter of this License Agreement and Nondisclosure Agreement is unique and that it may be impossible to measure the damages that would result from the breach of this License Agreement or the unauthorized use or disclosure of the Confidential Information which is the subject of this Nondisclosure Agreement.

15.3 You understand and agree that if you violate the terms of nondisclosure in this agreement, Runels may, in his sole discretion, terminate your licensee status, instructor status, and/or access to any or all of Runels' training programs and materials. In addition, Runels reserves the right to seek any and all remedies Runels may have against you at law or in equity.

15.4 You agree that Runels has the right to have all obligations and terms of this License Agreement and Nondisclosure Agreement specifically performed by you and that Runels has the right to obtain preliminary and permanent injunctive relief to secure your performance and/or prevent a breach of this License Agreement and Nondisclosure Agreement even absent proof of actual damages. You agree to waive any requirement that Runels secure or post a bond in connection with such remedies.

## 16. METHODS OF TERMINATION

16.1 Except as otherwise provided, this License Agreement shall terminate automatically at the end of the term specified in section 25.

16.2 This License Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

16.3 Should Licensee fail to comply with any provision of this License Agreement, Runels may terminate this License Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this License Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

16.4 Termination of this License Agreement and Nondisclosure Agreement shall not impair any accrued rights of Runels.

## 17. EFFECTS OF TERMINATION

17.1 Upon the termination of this License Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

## 18. LICENSEE'S DUTIES UPON TERMINATION

18.1 Upon termination of this License Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

18.2 Licensee also agrees that during and after Licensee's employment, as an instructor, independent contractor, or consultancy of Runels and/or CMA, Licensee will not disparage Runels, CMA, or any of its directors, officers, agents or employees, or otherwise take any action or cause any action to be taken which could reasonably be expected to adversely affect the personal or professional reputation of Runels, CMA, or any of its directors, officers, agents or employees.

18.3 Licensee further agrees that Licensee will fully cooperate with Runels and/or CMA and their respective counsel with respect to any matter (including litigation, investigations, or governmental proceedings) which relates to matters with which Licensee was

involved during Licensee's employment with Runels and/or CMA, as an instructor, independent contractor, or consultancy of Runels and/or CMA, and shall render such cooperation in a timely manner on reasonable notice from Runels and/or CMA.

19. SUCCESSORS AND ASSIGNS

19.1 This License Agreement and Nondisclosure Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, you may transfer your rights and obligations under this License Agreement and Nondisclosure Agreement only with Runels' prior express written consent.

20. AUTHORITY TO ENTER INTO AGREEMENT

20.1 You represent and warrant that you have the legal capacity and authority to enter into this License Agreement and Nondisclosure Agreement and that the obligations of this License Agreement and Nondisclosure Agreement do not conflict with your obligations under any other agreements.

21. SEVERABILITY

21.1 If any provision of this License Agreement and Nondisclosure Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision shall be stricken from the License Agreement and Nondisclosure Agreement without affecting the enforceability of the remaining provisions of this License Agreement and Nondisclosure Agreement. You agree that you and Runels intend that this License Agreement and Nondisclosure Agreement be enforceable to the fullest extent permitted by law.

22. HEADINGS

22.1 The headings contained in this License Agreement and Nondisclosure Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this License Agreement and Nondisclosure Agreement.

23. APPLICABLE LAW

23.1 This License Agreement and Nondisclosure Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the State of Alabama, without regard to its principles of conflicts of laws, and without regard to any United Nations Convention, and shall be deemed to be effective as of the first day of Licensee's licensing any of the trademark(s) and intellectual property from Runels.

24. VENUE

24.1 Licensee hereby consents, and agrees to submit, to the jurisdiction of the state courts of Mobile County, Alabama or the federal courts of the Southern District of Alabama with respect to any claims arising out of this License Agreement and Nondisclosure Agreement or your participation in any of Runels' training programs. Licensee hereby specifically waives any other venue to which Licensee might be entitled by domicile or otherwise.

25. TERM OF AGREEMENT

25.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

26. NO PARTNERSHIP OR FRANCHISE

26.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

27. NOTICES

27.1 Runels shall issue notices to you regarding this License Agreement and Nondisclosure Agreement and the associated Runels' training programs via email or regular mail to the address you provide Runels immediately upon agreeing to this NDA. You agree to send any notices required by this NDA or otherwise associated with this NDA or Runels' training programs via U.S. Priority Express Mail to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

28. ATTORNEY'S FEES

28.1 Licensee agrees to pay all costs of litigation, including attorney's fees and court costs, for Licensee's breach of this License Agreement and Nondisclosure Agreement.

29. ENTIRE AGREEMENT

29.1 This License Agreement and Nondisclosure Agreement constitutes the entire agreement between you and Runels with respect to Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement supersedes all prior oral or written agreements, commitments, or understandings regarding Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

**DEFENDANT  
TRIAL EXHIBIT**

**103**

**TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT  
AND  
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT, effective upon the date of electronic assent by Licensee, (the "Effective Date") is made by and between CHARLES E. RUNELS, JR. ("Runels") whose principal place of business is located at 52 S. Section Street, Suite A, Fairhope, AL 36532, and the PARTICIPATING MEDICAL PRACTITIONER ("Licensee") electronically executing this agreement.

**IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT ("LICENSE AGREEMENT & NONDISCLOSURE AGREEMENT") CAREFULLY BEFORE USING THE TRADEMARK(S) (AS SET OUT BELOW), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS. CHARLES E. RUNELS, JR. ("RUNELS") IS WILLING TO LICENSE THE TRADEMARK(S) TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE TRADEMARK(S), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION, AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS, (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND RUNELS. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, AND MAKE NO FURTHER USE OF RUNELS' INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARK(S).**

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®** and **Orgasm Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and

Page 1 of 9

Roy v. Runels  
(Cancellation No. 92065804)

Runels4815

DEFENDANT TRIAL  
EXHIBIT  
**103**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

classes relating to the same; **Priapus Shot®** and **P-Shot®**, for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and **Vampire Nipple Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting and enhancing nipples; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT); Registration No.: 4100383 for (ORGASM SHOT); Registration No. 3965320 for (PRIAPUS SHOT); Registration No.: 4820964 for (P-SHOT), AND Registration No.: 4131408 for (Vampire Nipple Lift); all of which are found on the <http://www.uspto.gov> website and copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related confidential training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary and confidential training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks, Runels’ Intellectual Property, Runels’ Confidential Information, and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

1.1 “License Fees” means the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical Practitioners” means the physicians and other health care providers, M.D.’s, D.O.’s, R.N.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.4 “Confidential Information” means any and all information provided by Runels including, but not limited to, Runels’ current medical procedures, future medical procedures, marketing information and procedures, product releases, medical research, and other information that may be shared with you as part of Runels’ training programs in which you participate, as

well any and all other ideas disclosed to you related to Runels' current medical procedures, future medical procedures, product releases, and other proposed products and services.

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels' Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot®, Orgasm Shot® trademark & intellectual property	\$97.00 per month
Priapus Shot®, P-Shot® trademark & intellectual property	\$97.00 per month
Vampire Nipple Lift® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels' Vampire Facelift®, Vampire Facial®, Vampire Breast Lift®, O-Shot®, Orgasm Shot®, P-Shot®, Priapus Shot®, or Vampire Nipple Lift® trademarks directly with Runels (or through an approved licensing administrator of Runels, including Cellular Medicine Association, Inc.(hereinafter CMA)).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via CMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION.

6.1 All information that Runels shares with you as part of his training programs shall be deemed Confidential Information and shall be used by you for the sole and limited purpose of participating in Runels' training programs in strict accordance with Runels' instructions and any other terms and conditions set forth by Runels with respect to such training programs.

## 7. RESTRICTIONS ON DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 You agree that at all times you will hold in strict confidence and not disclose any Confidential Information to any third party except as expressly instructed by Runels in connection with Runels' training programs.

## 8. YOUR OBLIGATION TO NOTIFY RUNELS

8.1 You shall immediately notify Runels in the event of any loss or unauthorized disclosure of any Confidential Information, including unauthorized access to content associated with a training program or the theft or loss of any training program materials.

8.2 You shall immediately notify Runels in the event that you receive a legal request demanding disclosure of Confidential Information.

8.3 You shall notify Runels by the means set forth below in section 27 below.

## 9. LIMITED LICENSE TO USE CONFIDENTIAL INFORMATION

9.1 You may display, reproduce, store, and otherwise use Confidential Information only as expressly permitted by Runels in connection with the training program(s) in which you participate.

9.2 Any reproduction of any Confidential Information shall remain the property of Runels.

## 10. TERM OF OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION

10.1 You agree to protect and preserve the secrecy of all Confidential Information provided by Runels to you until such time as that information is released by Runels in the public domain.

## 11. MODIFICATION AND WAIVER

11.1 Runels reserves the right at any time to modify this License Agreement and Nondisclosure Agreement and to impose new or additional terms or conditions on your use of his trademark(s) and intellectual property. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the trademark(s) and intellectual property will be deemed acceptance thereof. You agree to such updated terms.

11.2 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

## 12. SURVIVAL OF NONDISCLOSURE AGREEMENT

12.1 You understand and agree that the Nondisclosure Agreement and Runels' legal rights stated therein survives the term of the License Agreement and any other termination thereof.

## 13. NO WARRANTY

13.1 RUNELS DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR ASSURANCE OF ANY NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION FURNISHED OR TO BE FURNISHED TO YOU.

13.2 Runels shall not have any liability to you or your representatives relating to or arising from the use of the Confidential Information or any errors or omissions associated with the Confidential Information.

## 14. INDEMNIFICATION

14.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 15. REMEDIES FOR BREACH OF LICENSE AGREEMENT AND ENFORCEMENT AND FOR UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

15.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to

compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

15.2 You understand and agree that the subject matter of this License Agreement and Nondisclosure Agreement is unique and that it may be impossible to measure the damages that would result from the breach of this License Agreement or the unauthorized use or disclosure of the Confidential Information which is the subject of this Nondisclosure Agreement.

15.3 You understand and agree that if you violate the terms of nondisclosure in this agreement, Runels may, in his sole discretion, terminate your licensee status, instructor status, and/or access to any or all of Runels' training programs and materials. In addition, Runels reserves the right to seek any and all remedies Runels may have against you at law or in equity.

15.4 You agree that Runels has the right to have all obligations and terms of this License Agreement and Nondisclosure Agreement specifically performed by you and that Runels has the right to obtain preliminary and permanent injunctive relief to secure your performance and/or prevent a breach of this License Agreement and Nondisclosure Agreement even absent proof of actual damages. You agree to waive any requirement that Runels secure or post a bond in connection with such remedies.

## 16. METHODS OF TERMINATION

16.1 Except as otherwise provided, this License Agreement shall terminate automatically at the end of the term specified in section 25.

16.2 This License Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

16.3 Should Licensee fail to comply with any provision of this License Agreement, Runels may terminate this License Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this License Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

16.4 Termination of this License Agreement and Nondisclosure Agreement shall not impair any accrued rights of Runels.

## 17. EFFECTS OF TERMINATION

17.1 Upon the termination of this License Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

## 18. LICENSEE'S DUTIES UPON TERMINATION

18.1 Upon termination of this License Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

18.2 Licensee also agrees that during and after Licensee's employment, as an instructor, independent contractor, or consultancy of Runels and/or CMA, Licensee will not

disparage Runels, CMA, or any of its directors, officers, agents or employees, or otherwise take any action or cause any action to be taken which could reasonably be expected to adversely affect the personal or professional reputation of Runels, CMA, or any of its directors, officers, agents or employees.

18.3 Licensee further agrees that Licensee will fully cooperate with Runels and/or CMA and their respective counsel with respect to any matter (including litigation, investigations, or governmental proceedings) which relates to matters with which Licensee was involved during Licensee's employment with Runels and/or CMA, as an instructor, independent contractor, or consultancy of Runels and/or CMA, and shall render such cooperation in a timely manner on reasonable notice from Runels and/or CMA.

## 19. SUCCESSORS AND ASSIGNS

19.1 This License Agreement and Nondisclosure Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, you may transfer your rights and obligations under this License Agreement and Nondisclosure Agreement only with Runels' prior express written consent.

## 20. AUTHORITY TO ENTER INTO AGREEMENT

20.1 You represent and warrant that you have the legal capacity and authority to enter into this License Agreement and Nondisclosure Agreement and that the obligations of this License Agreement and Nondisclosure Agreement do not conflict with your obligations under any other agreements.

## 21. SEVERABILITY

21.1 If any provision of this License Agreement and Nondisclosure Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision shall be stricken from the License Agreement and Nondisclosure Agreement without affecting the enforceability of the remaining provisions of this License Agreement and Nondisclosure Agreement. You agree that you and Runels intend that this License Agreement and Nondisclosure Agreement be enforceable to the fullest extent permitted by law.

## 22. HEADINGS

22.1 The headings contained in this License Agreement and Nondisclosure Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this License Agreement and Nondisclosure Agreement.

## 23. APPLICABLE LAW

23.1 This License Agreement and Nondisclosure Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the State of Alabama, without regard to its principles of conflicts of laws, and without regard to any United Nations Convention, and shall be deemed to be effective as of the first day of Licensee's licensing any of the trademark(s) and intellectual property from Runels.

## 24. VENUE

24.1 Licensee hereby consents, and agrees to submit, to the jurisdiction of the state courts of Mobile County, Alabama or the federal courts of the Southern District of Alabama with

respect to any claims arising out of this License Agreement and Nondisclosure Agreement or your participation in any of Runels' training programs. Licensee hereby specifically waives any other venue to which Licensee might be entitled by domicile or otherwise.

25. TERM OF AGREEMENT

25.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the parties in accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

26. NO PARTNERSHIP OR FRANCHISE

26.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

27. NOTICES

27.1 Runels shall issue notices to you regarding this License Agreement and Nondisclosure Agreement and the associated Runels' training programs via email or regular mail to the address you provide Runels immediately upon agreeing to this NDA. You agree to send any notices required by this NDA or otherwise associated with this NDA or Runels' training programs via U.S. Priority Express Mail to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

28. ATTORNEY'S FEES

28.1 Licensee agrees to pay all costs of litigation, including attorney's fees and court costs, for Licensee's breach of this License Agreement and Nondisclosure Agreement.

29. ENTIRE AGREEMENT

29.1 This License Agreement and Nondisclosure Agreement constitutes the entire agreement between you and Runels with respect to Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement supersedes all prior oral or written agreements, commitments, or understandings regarding Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

**DEFENDANT  
TRIAL EXHIBIT**

**104**

**TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT  
AND  
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT, effective upon the date of electronic assent by Licensee, (the "Effective Date") is made by and between CHARLES E. RUNELS, JR. ("Runels") whose principal place of business is located at 52 S. Section Street, Suite A, Fairhope, AL 36532, and the PARTICIPATING MEDICAL PRACTITIONER ("Licensee") electronically executing this agreement.

**IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT ("LICENSE AGREEMENT & NONDISCLOSURE AGREEMENT") CAREFULLY BEFORE USING THE TRADEMARK(S) (AS SET OUT BELOW), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS. CHARLES E. RUNELS, JR. ("RUNELS") IS WILLING TO LICENSE THE TRADEMARK(S) TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE TRADEMARK(S), RUNELS' INTELLECTUAL PROPERTY, RUNELS' CONFIDENTIAL INFORMATION, AND CONDUCTING TRAINING SEMINARS, CLASSES AND WORKSHOPS REGARDING THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARKS, (REFERENCED BELOW AS "YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND RUNELS. BY CLICKING THE "I AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND NONDISCLOSURE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, AND MAKE NO FURTHER USE OF RUNELS' INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION AND THE MEDICAL PROCEDURES ASSOCIATED WITH THE TRADEMARK(S).**

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same;

Page 1 of 9

Roy v. Runels  
(Cancellation No. 92065804)

Runels4824

DEFENDANT TRIAL  
EXHIBIT  
**104**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related confidential training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary and confidential training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks, Runels’ Intellectual Property, Runels’ Confidential Information, and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

## 1. DEFINITIONS

1.1 “License Fees” means the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical Practitioners” means the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.4 “Confidential Information” means any and all information provided by Runels including, but not limited to, Runels’ current medical procedures, future medical procedures, marketing information and procedures, product releases, medical research, and other information that may be shared with you as part of Runels’ training programs in which you participate, as well any and all other ideas disclosed to you related to Runels’ current medical procedures, future medical procedures, product releases, and other proposed products and services.

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and

Runels' Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

### 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels' Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of

the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

## 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked

goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

6. RESTRICTIONS ON USE OF CONFIDENTIAL INFORMATION.

6.1 All information that Runels shares with you as part of his training programs shall be deemed Confidential Information and shall be used by you for the sole and limited purpose of participating in Runels' training programs in strict accordance with Runels' instructions and any other terms and conditions set forth by Runels with respect to such training programs.

7. RESTRICTIONS ON DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 You agree that at all times you will hold in strict confidence and not disclose any Confidential Information to any third party except as expressly instructed by Runels in connection with Runels' training programs.

8. YOUR OBLIGATION TO NOTIFY RUNELS

8.1 You shall immediately notify Runels in the event of any loss or unauthorized disclosure of any Confidential Information, including unauthorized access to content associated with a training program or the theft or loss of any training program materials.

8.2 You shall immediately notify Runels in the event that you receive a legal request demanding disclosure of Confidential Information.

8.3 You shall notify Runels by the means set forth below in section 27 below.

9. LIMITED LICENSE TO USE CONFIDENTIAL INFORMATION

9.1 You may display, reproduce, store, and otherwise use Confidential Information only as expressly permitted by Runels in connection with the training program(s) in which you participate.

9.2 Any reproduction of any Confidential Information shall remain the property of Runels.

10. TERM OF OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION

10.1 You agree to protect and preserve the secrecy of all Confidential Information provided by Runels to you until such time as that information is released by Runels in the public domain.

11. MODIFICATION AND WAIVER

11.1 Runels reserves the right at any time to modify this License Agreement and

Nondisclosure Agreement and to impose new or additional terms or conditions on your use of his trademark(s) and intellectual property. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the trademark(s) and intellectual property will be deemed acceptance thereof. You agree to such updated terms.

11.2 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

## 12. SURVIVAL OF NONDISCLOSURE AGREEMENT

12.1 You understand and agree that the Nondisclosure Agreement and Runels' legal rights stated therein survives the term of the License Agreement and any other termination thereof.

## 13. NO WARRANTY

13.1 RUNELS DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR ASSURANCE OF ANY NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION FURNISHED OR TO BE FURNISHED TO YOU.

13.2 Runels shall not have any liability to you or your representatives relating to or arising from the use of the Confidential Information or any errors or omissions associated with the Confidential Information.

## 14. INDEMNIFICATION

14.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 15. REMEDIES FOR BREACH OF LICENSE AGREEMENT AND ENFORCEMENT AND FOR UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

15.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

15.2 You understand and agree that the subject matter of this License Agreement and Nondisclosure Agreement is unique and that it may be impossible to measure the damages that would result from the breach of this License Agreement or the unauthorized use or disclosure of the Confidential Information which is the subject of this Nondisclosure Agreement.

15.3 You understand and agree that if you violate the terms of nondisclosure in this agreement, Runels may, in his sole discretion, terminate your licensee status, instructor status, and/or access to any or all of Runels' training programs and materials. In addition, Runels

reserves the right to seek any and all remedies Runels may have against you at law or in equity.

15.4 You agree that Runels has the right to have all obligations and terms of this License Agreement and Nondisclosure Agreement specifically performed by you and that Runels has the right to obtain preliminary and permanent injunctive relief to secure your performance and/or prevent a breach of this License Agreement and Nondisclosure Agreement even absent proof of actual damages. You agree to waive any requirement that Runels secure or post a bond in connection with such remedies.

## 16. METHODS OF TERMINATION

16.1 Except as otherwise provided, this License Agreement shall terminate automatically at the end of the term specified in section 25.

16.2 This License Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

16.3 Should Licensee fail to comply with any provision of this License Agreement, Runels may terminate this License Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this License Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

16.4 Termination of this License Agreement and Nondisclosure Agreement shall not impair any accrued rights of Runels.

## 17. EFFECTS OF TERMINATION

17.1 Upon the termination of this License Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

## 18. LICENSEE'S DUTIES UPON TERMINATION

18.1 Upon termination of this License Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

## 19. SUCCESSORS AND ASSIGNS

19.1 This License Agreement and Nondisclosure Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, you may transfer your rights and obligations under this License Agreement and Nondisclosure Agreement only with Runels' prior express written consent.

## 20. AUTHORITY TO ENTER INTO AGREEMENT

20.1 You represent and warrant that you have the legal capacity and authority to enter into this License Agreement and Nondisclosure Agreement and that the obligations of this License Agreement and Nondisclosure Agreement do not conflict with your obligations under any other agreements.

21. SEVERABILITY

21.1 If any provision of this License Agreement and Nondisclosure Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision shall be stricken from the License Agreement and Nondisclosure Agreement without affecting the enforceability of the remaining provisions of this License Agreement and Nondisclosure Agreement. You agree that you and Runels intend that this License Agreement and Nondisclosure Agreement be enforceable to the fullest extent permitted by law.

22. HEADINGS

22.1 The headings contained in this License Agreement and Nondisclosure Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this License Agreement and Nondisclosure Agreement.

23. APPLICABLE LAW

23.1 This License Agreement and Nondisclosure Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the State of Alabama, without regard to its principles of conflicts of laws, and without regard to any United Nations Convention, and shall be deemed to be effective as of the first day of Licensee's licensing any of the trademark(s) and intellectual property from Runels.

24. VENUE

24.1 Licensee hereby consents, and agrees to submit, to the jurisdiction of the state courts of Mobile County, Alabama or the federal courts of the Southern District of Alabama with respect to any claims arising out of this License Agreement and Nondisclosure Agreement or your participation in any of Runels' training programs. Licensee hereby specifically waives any other venue to which Licensee might be entitled by domicile or otherwise.

25. TERM OF AGREEMENT

25.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the parties in accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

26. NO PARTNERSHIP OR FRANCHISE

26.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

27. NOTICES

27.1 Runels shall issue notices to you regarding this License Agreement and Nondisclosure Agreement and the associated Runels' training programs via email or regular mail to the address you provide Runels immediately upon agreeing to this NDA. You agree to send

any notices required by this NDA or otherwise associated with this NDA or Runels' training programs via U.S. Priority Express Mail to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

28. ATTORNEY'S FEES

28.1 Licensee agrees to pay all costs of litigation, including attorney's fees and court costs, for Licensee's breach of this License Agreement and Nondisclosure Agreement.

29. ENTIRE AGREEMENT

29.1 This License Agreement and Nondisclosure Agreement constitutes the entire agreement between you and Runels with respect to Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement supersedes all prior oral or written agreements, commitments, or understandings regarding Runels' trademarks, licensing, intellectual property, confidential information, and training programs. This License Agreement and Nondisclosure Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

**DEFENDANT  
TRIAL EXHIBIT**

**105**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the “Effective Date”) is made by and between CHARLES E. RUNELS, JR., M.D. (“Runels”) and OSCAR AGUIRRE, M.D. (“Licensee”).

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels’ Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 “License Fees” mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical

Page 1 of 7

Roy v. Runels  
(Cancellation No. 92065804)

Runels4833

DEFENDANT TRIAL  
EXHIBIT  
**105**

Case no. 92065804  
Offered by: Charles E. Runels Jr., MD

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

OSCAR AGUIRRE, M.D.  
9800 Mt. Pyramid Court  
Englewood, CO 80112

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
OSCAR AGUIRRE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that OSCAR AGUIRRE, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEFENDANT  
TRIAL EXHIBIT**

**106**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the “Effective Date”) is made by and between CHARLES E. RUNELS, JR., M.D. (“Runels”) and ERIC S. BERGER, M.D. (“Licensee”).

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels’ Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 “License Fees” mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

ERIC S. BERGER, M.D.  
500 West 56th Street  
New York, NY 10019

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
ERIC S. BERGER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that ERIC S. BERGER, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEFENDANT  
TRIAL EXHIBIT**

**107**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the “Effective Date”) is made by and between CHARLES E. RUNELS, JR., M.D. (“Runels”) and ROBERT BOWEN, M.D. (“Licensee”).

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels’ Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 “License Fees” mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

ROBERT BOWEN, M.D.  
2000 Foundation Way, Suite 3700  
Martinsburg, WV 25401

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
ROBERT BOWEN

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that ROBERT BOWEN, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEFENDANT  
TRIAL EXHIBIT**

**108**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the “Effective Date”) is made by and between CHARLES E. RUNELS, JR., M.D. (“Runels”) and FERDINAND CABRERA, M.D. (“Licensee”).

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels’ Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 “License Fees” mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

FERDINAND CABRERA, M.D.  
1001 NE 26th Street  
Wilton Manors, FL 33305

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
FERDINAND CABRERA

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that FERDINAND CABRERA, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEFENDANT  
TRIAL EXHIBIT**

**109**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the “Effective Date”) is made by and between CHARLES E. RUNELS, JR., M.D. (“Runels”) and DAVE CHRISTIANSON, M.D. (“Licensee”).

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the “Licensed Marks”);

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels’ Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels’ Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels’ Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 “License Fees” mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels’ Intellectual Property as set out in Paragraph 3.1 below.

1.2 “Licensee’s Participating Medical Practitioners” or “Participating Medical

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

DAVE CHRISTIANSON, M.D.  
150 East Travelers Trail, Suite G  
Burnsville, MN 55337

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
DAVE CHRISTIANSON

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that DAVE CHRISTIANSON, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DEFENDANT  
TRIAL EXHIBIT**

**110**

## TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS AGREEMENT, effective this \_\_\_\_ day \_\_\_\_\_, 2015, (the "Effective Date") is made by and between CHARLES E. RUNELS, JR., M.D. ("Runels") and STEVEN GITT, M.D., F.A.C.S. ("Licensee").

WHEREAS, Runels is the exclusive owner of the following trademarks:

**Vampire Facelift®**, for his medical procedure, namely, the injection of blood derived growth factors into the face for rejuvenation of the face; and seminars, workshops and classes relating to the same; **Vampire Facial®**, for his non-invasive cosmetic medical procedure using topically applied blood-derived growth factors including platelet rich fibrin matrix on the skin for rejuvenation of the skin; **Vampire Breast Lift®**, for his non-invasive cosmetic medical procedure, namely isolation and injection of blood-derived growth factors, including but not exclusive to platelet rich plasma, for lifting the breast and enhancing nipples and cleavage; **O-Shot®**, for his medical procedures to treat and improve female sexual function and other female conditions and urinary incontinence; and seminars, workshops and classes relating to the same; and **Priapus Shot®** for his medical procedure for rejuvenation and enlargement of the penis, and seminars, workshops and classes relating to the same; and registrations of the foregoing marks, including, U.S. Trademark Registration No. 3965319 for (VAMPIRE FACELIFT); Registration No. 4402898 for (VAMPIRE FACIAL); Registration No. 4121687 for (VAMPIRE BREAST LIFT); Registration No. 4103302 for (O-SHOT) and Registration No. 3965320 for (PRIAPUS SHOT), copies of which are attached as Exhibit A (collectively, the "Licensed Marks");

WHEREAS, Runels is also the owner of certain rights, copyrights, titles, intellectual property, trade secrets, related training information and materials and interests in and to certain designations comprising designs, logos, names and/or symbols necessary or useful for performing the procedures or training others to perform the procedures covered by the Licensed Marks (herein collectively referred to as Runels' Intellectual Property);

WHEREAS, Runels has orally licensed the Licensed Marks with appropriate quality control provisions and other provisions and orally licensed Runels' Intellectual Property to Licensee, including already providing Licensee with proprietary training information, materials, and methods; and

WHEREAS, Runels and Licensee desire to memorialize the oral license with a written license to use the Licensed Marks and Runels' Intellectual Property and conduct training seminars, classes and workshops regarding the medical procedures associated with the Licensed Marks,

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

### 1. DEFINITIONS

1.1 "License Fees" mean the monthly fees paid Runels by Licensee for the use of the Licensed Marks and Runels' Intellectual Property as set out in Paragraph 3.1 below.

1.2 "Licensee's Participating Medical Practitioners" or "Participating Medical

Practitioners” mean the physicians, M.D.’s, D.O.’s, N.P.’s and P.A.’s who attend the training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks.

1.3 “Training Fees” means the fees paid to Licensee by Participating Medical Practitioners for registration in training seminars, classes and workshops conducted by Licensee regarding the medical procedures associated with the Licensed Marks

## 2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement and to the extent permitted by law, Runels hereby grants Licensee a limited, revocable, non-exclusive license to use the Licensed Marks and Runels’ Intellectual Property and to conduct training seminars, classes and workshops regarding the proprietary medical procedures associated therewith in the United States.

2.2 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Runels.

## 3. PAYMENTS, FEES AND REPORTS

3.1 As consideration for this license, Licensee agrees to pay to Runels the following monthly License Fees:

Vampire Facelift® trademark and intellectual property	\$97.00 per month
Vampire Facial® trademark and intellectual property	(included in Vampire Facelift® fee)
Vampire Breast Lift® trademark and intellectual property	(included in Vampire Facelift® fee)
O-Shot® trademark and intellectual property	\$97.00 per month
Priapus Shot® trademark and intellectual property	\$97.00 per month

3.2 As consideration for Licensee training Participating Medical Practitioners, Runels agrees that Licensee may keep 100% of the Training Fees paid Licensee by Participating Medical Practitioners.

3.3 As further consideration for Licensee training Participating Medical Practitioners, Runels agrees to pay Licensee 50% of the License Fees paid by Participating Medical Practitioners to Runels who, after being trained by Licensee, subsequently license one or more of Runels’ Vampire Facelift®, Vampire Facial®, O-Shot® or Priapus Shot® trademarks directly with Runels (or through an approved licensing administrator of Runels, including the ACCMA).

3.4 All License Fees of Licensee shall be paid monthly on the 1st day of each month. Licensee acknowledges that time is of the essence in the prompt payment of said License Fees and that any License Fees payment received by Runels after the 10th of any month is a Late Payment. Any Late Payment of said License Fees will be subject to a ten percent (10%) Late Payment Fee and shall bear interest at the rate of ten percent (10%) per month.

3.5 All payments by Licensee to Runels, under this Agreement, must be in US dollars and made payable to:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

or License Fee payments may be made via ACCMA according to its payment methods.

3.6 In the event of default in payment of License Fees due Runels by Licensee under the terms of this Agreement, and if it becomes necessary for Runels to undertake legal action to collect such License Fees, Licensee shall pay for all legal fees and costs incurred by Runels in connection therewith provided the legal action undertaken by Runels results in a determination

that License Fees were due Runels under the terms of this Agreement.

3.7 In order to maintain program standards and quality, prices shall not fall below the following: \$3,897.00 per participant in a seminar, class or workshop of Licensee under this Agreement.

#### 4. BEST EFFORTS AND REPORTING OBLIGATIONS

4.1 Licensee shall maintain accurate records showing the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement. Such books and records shall be maintained for a period of at least three (3) years after the payment of the Training Fees and shall be available for inspection and examination by Runels or a duly authorized representative of Runels, upon two (2) business days' notice, during normal business hours. Licensee also agrees to submit quarterly reports to Runels that identify the Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee under this Agreement.

4.2 Licensee shall use its reasonable best efforts to train Participating Medical Practitioners in the procedures covered by the Licensed Marks and will exert its reasonable best efforts to create a demand for instruction in the medical procedures covered by the Licensed Marks.

#### 5. USE OF LICENSED MARKS

5.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those licensed under this Agreement, are supported, endorsed, or sponsored by Runels. Licensee also agrees not to use the name of Runels in its business or affairs other than in the performance of its rights and obligations under this Agreement.

5.2 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.

5.3 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or products in combination with any Licensed Marks without the prior written consent of Runels.

5.4 Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and Runels' Intellectual Property and acknowledges that such goodwill belongs exclusively to Runels. Licensee acknowledges Runels' exclusive right, title and interest in and to the Licensed Marks and Runels' Intellectual Property, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks or Runels' Intellectual Property, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks or Runels' Intellectual Property.

5.5 Licensee agrees that its use of the Licensed Marks or Runels' Intellectual Property inures to the benefit of Runels and that Licensee shall not acquire any rights in the Licensed Marks or Runels' Intellectual Property.

5.6 Licensee shall immediately advise Runels of any infringement of the Licensed Marks or Runels' Intellectual Property that it learns about.

5.7 Prior to marketing, advertising, and conducting training for the medical procedures under the Licensed Marks, Licensee agrees to mark any and all Runels' Intellectual Property and related materials, whether written or in electronic format, with a proper trademark and/or copyright notice as specified under the trademark and copyright laws of the United States.

5.8 Licensee further agrees to maintain satisfactory standards in respect to the nature of the training materials used in conducting training under this Agreement.

5.9 As Runels and Licensee hereby acknowledge, U.S. trademark laws require that the trademark owner, Runels, maintain quality control of its Licensed marks; otherwise, the trademark owner risks losing the rights to its Licensed Marks. In keeping with the trademark quality control requirements of the U.S. trademark laws, Licensee agrees that the trademarked goods/services covered by this Agreement shall be of high standard, style, appearance, and quality and to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Licensed Marks and the goodwill pertaining thereto; that such goods/services will be designed, manufactured, sold and distributed in accordance with all applicable federal, state, and local laws; and that the policy of sale, distribution, and/or exploitation by Licensee of such goods/services shall be of the highest standards and that the same shall in no manner reflect adversely upon Runels or the Licensed Marks. In addition, Licensee shall, before distributing goods/services or items bearing or used in connection with the Licensed Marks, upon request by Runels, furnish to Runels free of cost for his approval, a reasonable number of samples of the goods or description of services and other items that bear the Licensed Marks. Licensee shall delete, or otherwise modify such materials if requested by Runels.

## 6. INDEMNIFICATION

6.1 Runels assumes no liability to Licensee, Licensee's Participating Medical Practitioners, or third parties with respect to the medical procedures performed and rendered by Licensee or Licensee's Participating Medical Practitioners in regards to the Licensed Marks. Licensee agrees to indemnify and hold harmless Runels, his employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the sale or use of the Licensed Marks. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

## 7. METHODS OF TERMINATION

7.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 15.

7.2 This Agreement and all rights hereby granted may be revoked and terminated at any time by either party without cause on sixty (60) days' written notice to the terminated party.

7.3 Should Licensee fail to comply with any provision of this Agreement, Runels may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty (30) day notice period. However, Runels may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.4 Termination of this Agreement shall not impair any accrued rights of Runels.

8. EFFECTS OF TERMINATION

8.1 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Runels, and Licensee shall make no claims to such rights.

9. LICENSEE'S DUTIES UPON TERMINATION

9.1 Upon termination of this Agreement, Licensee agrees (1) to immediately discontinue the use of the Licensed Marks, within thirty (30) days after termination, (2) to pay to Runels all License Fees accrued to the time of termination, and (3) to deliver to Runels a report of Training Fees due and collected by Licensee from Participating Medical Practitioners and the names and dates of Participating Medical Practitioners receiving training from Licensee according to this Agreement up to the time of termination.

10. REMEDIES

10.1 Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to Runels, and that money damages alone would be inadequate to compensate Runels. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Runels may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

11. FORUM SELECTION

11.1 The parties agree to submit to the personal jurisdiction of the federal and state courts within the state of Alabama, Mobile County. No legal action under this Agreement shall be brought in any jurisdiction other than within Mobile County of the State of Alabama.

12. SEVERABILITY

12.1 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

13.1 Runels may modify the terms of this Agreement (including, but not limited to, the License Fees) from time to time, in its sole discretion, by sending Licensee written notice by electronic mail or by regular mail thirty (30) days before any modification.

13.2 The Parties agree that this Agreement may be modified from time to time by means of a written document signed by both Parties.

13.3 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

14. ASSIGNABILITY

14.1 This Agreement shall inure to the benefit of Runels, his successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Runels.

15. TERM OF AGREEMENT

15.1 This Agreement shall continue in full force and effect for two (2) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the Parties in

accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

16. GOVERNING LAW

16.1 This Agreement is made in the State of Alabama, United States of America, and shall be governed and construed by its laws.

17. NOTICES

17.1 Except as otherwise provided in this Agreement, any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail or U.S. Express Mail to the addressees given below, or such other addressees as may be designated from time to time, or by facsimile transmission to the party's facsimile number as provided by the parties with a transmission report indicating transmission without error or by email with a "delivery receipt" and/or "read receipt" to the email address provided by the parties during the term of this Agreement:

CHARLES E. RUNELS, JR., M.D.  
52 S. Section Street, Suite A  
Fairhope, AL 36532

STEVEN GITT, M.D., F.A.C.S.  
20950 North Tatum Boulevard  
Phoenix, AZ 85050

18. NO PARTNERSHIP OR FRANCHISE

18.1 This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Runels and Licensee, or (2) a franchise agreement between Runels and Licensee. Licensee shall have no right to obligate or bind Runels in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee or servant of the other party.

19. ENTIRE AGREEMENT

19.1 This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

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

\_\_\_\_\_  
STEVEN GITT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public, hereby certify that STEVEN GITT, whose name is signed to the foregoing Trademark License Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
CHARLES E. RUNELS, JR.

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a notary public, hereby certify that CHARLES RUNELS, JR., whose name is signed to the foregoing Trademark License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Trademark License Agreement he executed the same voluntarily.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_