

09-01-1999

OMB No. 0651-0011 (exp. 4/94)

M.R.D. 5-27-99  
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ed original documents or copy thereof.

To the Honorable Commissioner of Paten

1. Name of conveying party(ies):

ActionAids, Inc.

- Individual(s)
- General Partnership
- Corporation-State PA (Non-Profit)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 27, 1997

2. Name and address of receiving party(ies)

Name: Dining Out for Life International  
Association, Inc.

Internal Address:  
Street Address: 311 Mapleton Street  
P.O. Box 20650  
City: Boulder State: CO ZIP: 80308-3650

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CO (Non-Profit)
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,791,868

Additional numbers attached?  Yes  No

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

Name: Eric S. Marzluf, Esq.

Internal Address: Caesar, Rivise, Bernstein,  
Cohen & Pokotilow, Ltd.

Street Address: 12th Floor - 7 Penn Center  
1635 Market Street

City: Philadelphia State: PA ZIP: 19103-2212

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0075

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

DO NOT USE THIS SPACE

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9. Statement and signature.

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

Eric S. Marzluf  
Name of Person Signing

Signature

August 25, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK  
REEL: 001951 FRAME: 0618

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement made as of this 27 day of April, 1997, by and between ActionAIDS, a \_\_\_\_\_ non-profit corporation with its principal office at 1218 Arch Street, 4th Floor, Philadelphia, Pennsylvania 19107-9749, and Dining Out For Life International Association, Inc. ("Dining"), a Colorado nonprofit corporation having its registered address at 311 Mapleton Street, P.O. Box 20650, Boulder, CO 80308-3650.

WHEREAS, Both ActionAIDS and Dining are nonprofit corporations whose primary purposes are to act as charitable institutions increasing awareness of and raising funds to combat Acquired Immune Deficiency Syndrome ("AIDS") and the Human Immunodeficiency Virus ("HIV"); and

WHEREAS, ActionAIDS is the registered owner of federal trademark registration No. 1,791,868 for the mark "Dining Out for Life" (the "Mark"); and

WHEREAS, the Mark is principally used to promote a fund raising event whereby a portion of the money spent by customers in participating restaurants during the event is donated to AIDS and HIV research and related charities (the "Fundraiser"); and

WHEREAS, ActionAIDS desires to transfer the Mark to Dining so that Dining may promote and expand the Fundraiser on a global basis.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. ActionAIDS hereby transfers to Dining all its right, title, and interest in and to the Mark, together with all related goodwill attached thereto, on the conditions set forth herein.

2. Purchase Price. In exchange for the assignment made herein, Dining has paid to ActionAIDS the sum of \$1.00, which payment is hereby acknowledged. As further consideration hereunder, Dining agrees to be bound by the additional conditions of this Agreement.

3. License. Dining hereby grants to ActionAIDS a perpetual, royalty-free license to use the Mark in ActionAIDS' endeavors. This license may be embodied in a separate license agreement between the parties if desired.

4. Purpose; Exclusivity. The primary purpose of the assignment of the Mark to Dining is to permit Dining to promote the Mark and the Fundraiser both throughout the United States and the world, in part by granting licenses for the Mark to other entities involved in AIDS and HIV fundraising. Notwithstanding the foregoing, Dining shall not grant a license for the Mark to any person or entity located within, or otherwise permit any other person to use the Mark anywhere within, the greater Philadelphia metropolitan area, except for ActionAIDS, unless ActionAIDS consents to such license or permission in writing, which consent ActionAIDS shall be entitled to withhold without any reason. ActionAIDS shall not use the Mark outside of the greater Philadelphia metropolitan area without the express consent of Dining, which consent Dining shall be entitled to withhold without any reason.

5. Fundraiser. Dining shall be entitled to use the Mark to promote and increase the use of and the proceeds of the

Fundraiser in such manner as it sees fit within the parameters of this Agreement, provided, however, that Dining shall not permit the Fundraiser to be held in any location in any month other than March, unless ActionAIDS has first consented to a particular use of the Fundraiser in a month other than March, which consent shall not be unreasonably withheld.

6. Representation. At all times while Dining is the owner of the Mark, Dining shall cause its Articles and Bylaws to require one member of Dining's Board of Directors to be appointed by ActionAIDS.

7. Right of First Refusal. Dining shall not have any ability or authority to re-assign or convey the Mark to any other entity without first offering to ActionAIDS the opportunity to repurchase the Mark in its entirety for the purchase price of \$100.00. This provision shall not prevent Dining from granting licenses to use the Mark to third persons in accordance with this Agreement, provided that such licenses do not equate to an assignment of all the rights in the Mark (e.g., by being a perpetual, world wide, exclusive license leaving no rights in the hands of Dining).

8. Acknowledgement. Dining shall ensure that all uses of the Mark that are national or international in scope or intent shall include a conspicuous statement to the effect of: "Dining Out For Life originated at ActionAIDS, Philadelphia." To the extent that any licensees of Dining use the Mark in a national or international campaign or publication, Dining shall require such licensee to use a similar statement in connection with such use.

9. Reversion. The Assignment of the Mark made hereby can be revoked by ActionAIDS, and Dining agrees to execute such instruments of transfer to ActionAIDS as ActionAIDS may request,

and to resell the Mark to ActionAIDS for \$1.00, if any of the following occur:

- (a) Dining shall dissolve, liquidate, enter into bankruptcy, insolvency, or similar proceedings, or otherwise cease to engage in its business;
- (b) Dining shall change its primary purpose as set forth in Article FOURTH, Section 1 of its Articles of Incorporation filed on August 6, 1996;
- (c) Dining shall merge into an entity that does not have as its primary purpose the substance of Article FOURTH, Section 1 of Dining's Articles of Incorporation;
- (d) Dining violates any of the material terms of this Agreement; or
- (e) Dining shall use the Mark in a manner that is materially inconsistent with the goodwill and history of the Mark as has been developed to date by ActionAIDS.

10. Miscellaneous. This Agreement shall be governed by Pennsylvania law without regard to its conflicts of laws provisions. This Agreement may be recorded in the United States Patent and Trademark Office to evidence the Assignment of the Mark made hereby. Except as provided in Section 9 hereof, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

ActionAIDS

By: 

Dining Out For Life International Association, Inc.

By: 