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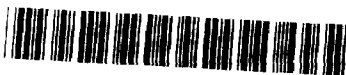
U.S.

TRADEMARK OFFICE

11-09-2000

Docket No. 21716.0081.000
3

11-6-00 TRADEMARK



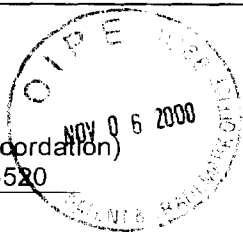
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COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101456520
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____



Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
8 28 1999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8 28 1999

Name American Lung Association

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Maine

Receiving Party

Mark if additional names of receiving parties attached

40E

Name American Thoracic Society, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 1740 Broadway

Address (line 3) New York

NY

10019

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization District of Columbia

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202-663-8000

Name Nancy S. Lapidus

Address (line 1) 2300 N Street, NW

Address (line 2) Washington, D.C. 20037-1128

Address (line 3) _____

Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 0

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,636,419

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Nancy S. Lapidus

Name of Person Signing

Nancy Lapidus
Signature

11/6/00

Date Signed

09-14-2000

Docket No. 21716.0081.000
3

MRO
8-24-00

TRADEMARK REC



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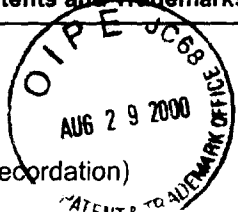
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- Limited Partnership
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- Association
- Other _____
- Citizenship/State of Incorporation/Organization Maine

Receiving Party

Mark if additional names of receiving parties attached

Name American Thoracic Society, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

Address (line 2) 1740 Broadway

Address (line 3) New York

NY

10019

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization District of Columbia

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09/14/2000 BNGUYEN 00000277 1636419

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40.00 DP

FOR OFFICE USE ONLY

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
 Address (line 1) _____
 Address (line 2) _____
 Address (line 3) _____
 Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202-663-8000

Name Nancy S. Lapidus
 Address (line 1) 2300 N Street, NW
 Address (line 2) Washington, D.C. 20037-1128
 Address (line 3) _____
 Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 0

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
_____	<u>1,636,419</u>
_____	_____
_____	_____

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # _____

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Nancy S. Lapidus
 Name of Person Signing

Nancy S. Lapidus
 Signature

08/28/2000
 Date Signed

**AGREEMENT BETWEEN
AMERICAN THORACIC SOCIETY, INC.
AND AMERICAN LUNG ASSOCIATION**

This Agreement is executed on August ___, 1999 (the "effective date") between the AMERICAN THORACIC SOCIETY, INC. ("ATS"), a District of Columbia nonprofit corporation, and the AMERICAN LUNG ASSOCIATION ("ALA"), a Maine nonprofit corporation, to effect the transfer of certain assets to ATS from ALA, which assets in particular had previously been allocated by ALA for utilization by its unincorporated medical section operated by ALA as the American Thoracic Society (the "Section").

ALA is a nonprofit corporation tax exempt for federal income tax purposes under Section 501(c)(3) of the Internal Revenue Code; ALA is a voluntary, nationwide health agency whose purpose is the prevention of lung disease and the promotion of lung health.

ATS is a nonprofit corporation, which is in the process of applying for federal income tax exempt status under Section 501(c)(3) of the Internal Revenue Code and which intends to be organized and operated as a Section 501(c)(3) scientific and educational membership organization in the area of pulmonary and critical care medicine formed to conduct professional seminars and conferences, sponsor research, issue publications, and engage in other such endeavors and to use its assets in furtherance of its Section 501(c)(3) mission and purposes.

ATS and ALA recognize the advantages of the two organizations working together as separate, independent organizations and desire to maximize their respective resources and expertise in seeking the attainment of their common goals of preventing and curing respiratory diseases and promoting lung health.

The respective ATS and ALA Boards and their delegated negotiating teams and staff have reviewed, discussed, and analyzed the proposed transaction contemplated by this Agreement, consulted with and relied on advice from experienced professionals in the financial, accounting and legal fields, and negotiated this Agreement and the compensation due hereunder in a formal and arms length manner; in addition, the separate ATS and ALA Boards -- acting through disinterested majorities with any Board members having potential conflicts of interest recusing themselves from the debate and vote on these transactions -- have approved the transactions described in this Agreement by which ATS will acquire certain assets applicable to the operations of the Section in exchange for adequate compensation as specified in this Agreement.

In consideration of their mutual agreements and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, ATS and ALA agree:

c. Any property, casualty, workers' compensation, or other insurance policy or related insurance services contract relating to ALA, and any rights of ALA under any insurance policy or contract, other than rights under policies or contracts with respect to any assumed liability or any casualty affecting any of the Purchased Assets;

d. Any rights of ALA under this Agreement;

e. Any rights to the name and mark AMERICAN LUNG ASSOCIATION and all derivatives and abbreviations of that name and mark, including all related logos and trade dress; except uses of names and marks as may be authorized by ALA and any names, marks, or intellectual property rights of ALA not specifically included in the Purchased Assets;

f. Any of ALA's certificate of incorporation, bylaws, minute books, and other corporate or financial records of ALA;

g. Any amounts reflecting commitments, representations, expectations, or other communications to ALA by leadership of the Section regarding fund raising on behalf of ALA; and

h. Any other assets of ALA not specifically included in the Purchased Assets.

1.3 Assumption of Liabilities Attributable to the Section. ATS will assume at the Closing and become responsible for, and will thereafter pay, perform, and discharge when due, the following liabilities and obligations of ALA previously attributable to the Section (collectively, the "Assumed Liabilities"):

a. Contractual liabilities and obligations in connection with contracts to which ALA is a party on behalf of or for the benefit of the Section or that were entered into by the Section and executed prior to the Closing, including but not limited to meeting, publication, service, affinity, equipment, subscription, and insurance contracts, including but not limited to the contracts listed on Exhibit D to this Agreement;

b. Contract or legal obligations of the Section in connection with the employment by ATS of individuals previously employed by ALA but assigned to assist in endeavors of the Section, together with those obligations to employees set forth in Paragraphs 5.12 and 6.1 of this Agreement;

c. Any deficit attributable to the operations of the Section, exclusive of any gains or losses from investments, for the period beginning July 1, 1999 and ending December 31, 1999, which ATS shall pay to ALA no later than June 30, 2000.

d. All other financial obligations, expenses, or responsibilities specifically imposed on or assigned to ATS under the terms of this Agreement, including those referred to in Paragraph 10.2 of this Agreement.

1.4 Excluded Section Liabilities. Notwithstanding the above, the Assumed Liabilities will not include any of the following liabilities or obligations of ALA (collectively, the "Excluded Liabilities"):

a. Any liability or obligation arising prior to, on, or after the Closing in connection with any Excluded Asset;

b. All liabilities and obligations of ALA or of the Section in connection with or arising out of contracts entered into prior to the Closing or endeavors undertaken prior to the Closing, where the liability or obligation of ALA or of the Section involves any civil or criminal litigation, proceeding, investigation, or claim relating to or involving allegations of criminal conduct, civil fraud or intentional misconduct occurring prior to the Closing;

c. All liabilities and obligations of ALA in connection with activities or endeavors of the Section relating to any workers' compensation, discrimination, wrongful termination, employment contract, employee benefit, or other employment-related claims based in whole or in part upon incidents, occurrences, policies, or conditions prior to the Closing;

d. Any liability or obligation of ALA with respect to any taxes, penalties, or government assessments of any kind arising from or relating to activities, transactions, or endeavors of the ALA or the Section prior to the Closing; and

e. Any other liability or obligation of ALA or of the Section not set forth in this Agreement.

1.5 Purchase Price and Terms of Payment. ATS will make payments to ALA according to the schedule set forth below. The \$500,000 payment each year as stated below shall be referred to as the "Base Payment" and the \$300,000 payment as the "Supplemental Payment." The payments shall be made no later than December 31 of the year indicated and the

of incorporation or bylaws. Neither the execution nor Closing of this Agreement will constitute or create a default under or result in the creation or imposition of any lien upon any property of ALA or the Section that is the subject of this Agreement.

2.4 Waiver of Potential Conflicts of Interest. ALA recognizes and acknowledges that the Closing of this Agreement requires that the officers, directors, volunteers and employees of ALA or of the Section have an interest in these transactions and take part in activities in connection with their work for the Section to bring about the Closing of this Agreement; therefore, ALA waives any claim of conflict of interest or claim of violation of fiduciary duty to ALA on the part of ALA or Section officers, directors, volunteers and employees in connection with such activities and the Closing of this Agreement and specifically authorizes ALA or the Section officers, directors, volunteers and employees to take any action reasonably necessary to bring about the Closing of this Agreement.

2.5 Undisclosed Liabilities. ALA has no material liabilities or obligations with respect to the Section, the Purchased Assets, or the tangible or intangible assets of ALA that are part of, associated with, or integral to the operation of the Section, whether known or unknown, absolute or contingent, liquidated or unliquidated, or due or to become due, except for liabilities and obligations disclosed to ATS and reflected on the ALA balance sheet or that have arisen since the effective date of this Agreement in the ordinary course of the operations of the Section, none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law.

2.6 Events Prior to Closing. ALA represents and warrants that it will not take any action having a material adverse change in the financial condition, operations, results of operations or future prospects of the Section, the Purchased Assets, or the tangible or intangible assets of ALA that are part of, associated with, or integral to the operation of the Section, except with approval of ATS; without limiting the generality of the foregoing:

- a. ALA will not sell, lease, transfer or assign any of the Purchased Assets;
- b. No party will accelerate, terminate, modify, or cancel any agreement, contract, lease, or license associated with or affecting the Purchased Assets;
- c. ALA will not permit to be imposed any lien upon any of the Physical Assets, except as already may be in place prior to the effective date of this Agreement or as agreed by ATS in the normal course of business;

d. ALA will not grant any license or sublicense of any rights under or with respect to any of the Intellectual Property;

e. ALA will not make any change, or attempt to make any change in volunteer positions or employment terms for any of the directors, officers, or employees of the Section without the written consent of ATS;

f. ALA will make all capital and other expenditures in connection with the normal maintenance, repair, and replacement of the assets and properties used in the operation of the Section in accordance with ALA's past custom and practice (subject to the obligations of ATS under this Agreement to be responsible for expenses associated with the operations of the Section for the period July 1, 1999 through December 31, 1999).

2.7 Tax Matters.

a. ALA has filed or will file by Closing all Forms 990 and related tax reports or returns to any government authorities that ALA is required to file with respect to financial matters related to the Section. All tax reports or returns are correct and complete in all respects, subject to necessary and accurate information having been provided by the Section. All taxes owed by ALA with respect to financial matters of the Section, the Purchased Assets or otherwise whether or not shown on any tax report or return, have been or will be paid or will be when due and payable.

b. ALA has withheld and paid, or will withhold and pay, all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other party who has had a relationship giving rise to an obligation on the part of ALA to withhold and pay taxes.

c. There is no dispute or claim concerning any tax liability of ALA with respect to the assets assigned to, or the financial operations of, the Section, the Purchased Assets, or otherwise either claimed or raised by any taxing authority in writing or as to which ALA has knowledge based upon personal contact with any agent of authority.

d. Subsequent to execution of this Agreement, ALA will not initiate communications with any representative of the Internal Revenue Service regarding any application by ATS for Federal income tax exempt status or the right of ATS to obtain such status; ALA will advise its officers, directors, and employees that they are subject to this prohibition in the Agreement and that failure to comply with this provision shall be a breach of the Agreement by ALA. If any communications are initiated with ALA by IRS

c. ALA in connection with the Section has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any rights of third parties in connection with the Intellectual Property. ALA has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation, or violation, including any claim that ALA must license or refrain from using any of the Intellectual Property. To ALA's knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any rights of ALA in the Intellectual Property.

2.10 Litigation. There are no judicial or administrative actions, proceedings, hearings, or investigations of or in any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction pending or, to ALA's knowledge, threatened in connection with the Section, the Intellectual Property, or the Purchased Assets that may, if adversely determined, have a material adverse effect upon ALA's ability to enter into or perform its obligations under this Agreement or ATS' s ability to carry out the functions of the Section.

2.11 Employee Benefits.

a. Exhibit H sets forth a correct and complete list of all employee benefit plans and all other employee benefit arrangements and payroll practices, including all employment agreements, severance agreements, executive compensation arrangements, incentive programs or arrangements, sick leave, vacation pay and severance pay policies, salary continuation arrangements for disability, consulting or other compensation arrangements, retirement plans, deferred compensation plans, bonus programs, hospitalization, medical or health plans, life insurance plans, tuition reimbursement or scholarship programs maintained by ALA that affect or involve ALA employees who have been assigned to assist in the operations of the Section (the "Employee Benefit Plans");

b. ALA has delivered to ATS for each Employee Benefit Plan correct and complete copies of all plan documents and summary plan descriptions, including any summaries of material modifications, the most recent determination letter received from the IRS, insurance contracts, and other funding agreements that implement these Employee Benefit Plans, and the most recent actuarial reports, if required under ERISA for each Employee Benefit Plan. The valuation summaries provided by ALA to ATS reasonably represent the assets and liabilities attributable to the Employee Benefit Plans calculated in accordance with ALA's past practices; and

determination by the Internal Revenue Service that ATS is entitled to federal tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

3.2 Authorization of Transaction. ATS has the authority, and has taken all requisite corporate action, to enable it to execute this Agreement and to perform its obligations through the Closing and thereafter. This Agreement constitutes the valid and legally binding obligation of ATS, enforceable in accordance with its terms and conditions.

3.3 Noncontravention. Neither the execution nor Closing of this Agreement will violate any law to which ATS is subject or any provision of the charter of bylaws of ATS, or any policy and procedure of ATS. Neither the execution nor Closing of this Agreement will constitute a violation of, or be in conflict with ATS's certificate of incorporation or bylaws. Neither the execution nor Closing of this Agreement will constitute or create a default under, or result in the creation or imposition of any lien upon any property of ATS that is the subject of this Agreement.

3.4 Waiver of Potential Conflicts of Interest. ATS recognizes and acknowledges that the Closing of this Agreement requires that the officers, directors, volunteers and employees of ALA or of the Section have an interest in these transactions and take part in activities in connection with their work for ALA to bring about the Closing of this Agreement; therefore, ATS waives any claim of conflict of interest or claim of violation of fiduciary duty to ALA on the part of ALA or its officers, directors, volunteers and employees in connection with activities and the Closing of this Agreement and specifically concurs in allowing ALA officers, directors, volunteers and employees to take any action reasonably necessary to bring about the Closing of this Agreement.

3.5 Undisclosed Liabilities. ATS has no knowledge of any material liabilities or obligations with respect to the Section, the Purchased Assets, or the tangible or intangible assets of ATS as part of ALA that are part of, associated with, or integral to the operation of the Section, whether known or unknown, absolute or contingent, liquidated or unliquidated, or due or to become due, except for liabilities and obligations disclosed to ALA and reflected on the ALA balance sheet or that have arisen since the effective date of this Agreement in the ordinary course of the operations of the Section, none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law.

3.6 Section Employee Relations and Conduct. There are no controversies pending or, to ATS's knowledge, threatened between ALA and any current or former employee of ALA who has been assigned to assist in the operations of the Section that could reasonably be

provide ALA with a monthly Trial Balance and bank reconciliation in a format prescribed by ALA. Following the Closing, auditors mutually acceptable to ALA and ATS and to be engaged by ALA will audit the financial records of ATS for the period ending December 31, 1999. ATS will be responsible for all out-of-pocket expenses in connection with the audit of the records of ATS, not to exceed the normal allocation for the ATS portion of an ALA audit, and ATS will receive a copy of the final report. In recognition of the fact that during its initial period of operation ATS may require funds in addition to those which it is able to raise in ordinary course, the parties agree as follows: ALA will arrange for a line of credit at a commercial bank of ALA's choice in the amount of \$2,000,000, to be secured by equities held in the ALA reserve account, or other security acceptable to the bank and ALA, in an amount, if required by the bank, of up to 150% of the amount loaned under the line of credit; such line of credit shall be available to be used by ATS on and after January 1, 2000 through December 31, 2001 (the "Initial Period"); all expenses in connection with the maintenance and use of the line of credit, including but not limited to bank costs and fees, interest, re-payment to the bank of all amounts due in connection with the borrowings and all other amounts of any description, shall be the sole responsibility of ATS; in the event ATS should at anytime fail to pay to the bank any amounts due under the line of credit as a result of which the bank exercises its rights against ALA with respect to any of the security provided by ALA for such line of credit or otherwise, ATS agrees to promptly reimburse ALA, within seven (7) days of written notice from ALA for all losses and damages incurred by ALA as a result of such action, and failure by ATS to so reimburse ALA shall constitute a default under this agreement. Upon expiration of the line of credit provided for hereunder, and in the event ATS should advise ALA in good faith that it has a continuing need for such line of credit to meet its expenses, and if during the Initial Period ATS has raised additional contributions of \$1,000,000 or more, in excess of its normal operating revenues, the parties agree to negotiate in good faith concerning the issue of continuing a line of credit for use by ATS.

4.6 Solicitation and Receipt of Funds. ALA acknowledges and agrees that officers, directors, volunteers and employees of ATS or as assigned by ALA to assist in the operations of the Section will be able, subsequent to execution of this Agreement, to solicit and receive funds from any source in connection with this Agreement to be used by ATS immediately subsequent to Closing. These funds include, but are not limited to, advance dues, charter memberships, and corporate sponsorships. ALA acknowledges and agrees that ATS or the Section shall segregate all funds from other Section funds received in the normal course of the Section's operations, including but not limited to membership dues and subscription fees applicable to periods after December 31, 1999, until immediately subsequent to the Closing. These funds will not be consolidated with operating funds of the Section for purposes of Paragraph 4.5 above. During the period subsequent to execution of this Agreement and prior to its Closing, ATS shall make clear in written statements and fundraising materials that it is not raising funds on behalf of ALA, that such funds relate to operations of ATS after separation from

5.5 Confidential Information. Following the Closing, the parties will treat and hold any confidential information obtained in connection with this Agreement as confidential information, giving it the same level of care and prohibition from disclosure as the party would give to other of its confidential information. In the event either party is requested or required in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process, to disclose any confidential information, then that party will notify the other promptly in writing of the request or requirement so that the other party may determine whether to seek an appropriate protective order or to waive compliance.

5.6 International Conference. For a period of three years after the Closing, except as provided below, ALA will not engage directly or indirectly in the sponsorship of any domestic or international conference similar to the current ALA/ATS International Conference that appeals primarily to a scientific, medical, and clinical audience of pulmonary and critical care practitioners similar to ATS members. If ALA sponsors and/or conducts such a similar conference, the payments to be made under Paragraph 1.5 hereof shall be reduced by 50% for any year during which ALA has sponsored and/or conducted such a similar conference. Nothing contained herein shall be interpreted to prevent or restrict ALA from: conducting consumer education or education for medical generalists; attending and participating in any similar conferences sponsored and conducted by third parties; sponsoring and/or conducting any conference which does not include substantial exhibit space and the promotional material for which is not directed substantially or extensively to pulmonary and critical care practitioners similar to ATS members; or any other activity not described in the first sentence of this paragraph.

5.7 Trademark Protections.

(a) From and after the Closing, except as otherwise specifically provided under this Agreement, ALA agrees that it shall not use the ATS name or mark, or any derivative thereof, or any name or mark confusingly similar thereto or any of the other Intellectual Property conveyed to ATS as part of Purchased Assets hereunder, without the prior written permission of ATS, except for materials referring to any post-closing activities which ALA and ATS decide to conduct together. ALA further agrees that it shall not use the word "Thoracic" as part of its name, or other identifier, or as part of the name, mark or identifier used by ALA for or with respect to any conference, activity or other program of ALA, other than generic or descriptive use of the word "thoracic" in the ordinary course in educational, scientific and medical discussions, publications and other references referring to educational, medical and scientific issues.

from such Intellectual Property subject to prior approval by ATS, which approval shall not be unreasonably withheld, as more particularly described in the Copyright Licensing Agreement annexed hereto as Exhibit L.

5.9 Solicitation of Section Employees. For a period of five years after the Closing, neither party will solicit the employment of any staff of the other, without the written concurrence of the other party.

5.10 Post-Closing Receipts. In the event that either party after the Closing receives any funds properly belonging to the other party in accordance with the terms of this Agreement, the receiving party will promptly advise the other party, will segregate and hold funds in trust for the benefit of the other party and will promptly deliver the funds, together with any interest earned, to an account designated in writing by the other party.

5.11 Real Estate Matters. ATS agrees to sublease a portion of the space at 1740 Broadway, New York, New York and 1726 M Street, N.W., Washington, D.C., from ALA under the terms and conditions of the subleases, included as Exhibit M. The parties acknowledge that such subleases, in order to be effective, require the consent of the respective Landlord under the main leases between ALA and the respective Landlord. The parties agree to take all reasonable steps and cooperate with each other in attempting to obtain the respective Landlord's consent and execution of the subleases prior to December 31, 1999, and ATS will be informed and consulted on a regular and frequent basis concerning the progress of the negotiations. In the event a Landlord should refuse to consent to the sublease, exercise any right of recapture, or take any other action which results in ATS being required to move from the premises, ATS will have the right to lease other office space. If ATS otherwise decides not to sublease such space from ALA or if by mutual agreement the space is sublet to a third party, ATS agrees to be responsible only for the shortfall, if any, in the lease payment, which shortfall shall be offset by any revenues received from or attributable to another sublease or allocated use of such space by ALA. ATS further agrees that, if requested by ALA, it shall take all reasonable steps requested by and cooperate with ALA in attempting to obtain an assignment of the lease for the premises currently occupied by the Section in Chicago, Illinois, so that ATS has sole responsibility thereunder. In such regard, ATS agrees to execute any appropriate assignment and assumption agreement which may be requested by the landlord of the Chicago premises.

5.12 Employment Matters. As of the Closing, ATS will offer continued employment to ALA employees assigned to assist in the operations of the Section listed in Exhibit N and, except as provided in Section 6, will assume full responsibility for all employees accepting employment by ATS, including accumulated vacation and sick leave time and future pension contributions. Notwithstanding any of the foregoing, these employees will be deemed

9. **Termination.** This Agreement may be terminated only by mutual written consent of ATS and ALA prior to the Closing.

10. **Miscellaneous.**

10.1 **Press Releases and Announcements.** Neither ATS nor ALA will issue any release or announcement to its constituencies or to the public relating to the subject matter of this Agreement prior to the Closing without the prior approval of the other party, which shall not be unreasonably delayed or withheld.

10.2 **Expenses.** Each party will itself bear, or the parties may agree in writing to share, any legal, accounting, investment banking, and other expenses incurred by the party or on its behalf in connection with the transactions of this Agreement.

10.3 **Remedies.** Any party having any rights under any provision of this Agreement will have all rights and remedies set forth in this Agreement and all rights and remedies that the party may have been granted at any time under any other agreement or contract and all of the rights that the party may have under any law. During the period subsequent to execution of this Agreement and prior to its Closing, either party will be entitled to enforce its rights specifically, without posting a bond or other security, to obtain specific performance or other injunctive relief, not including damages or costs, by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

10.4 **Consent to Amendments.** The provisions of this Agreement may be amended or waived only by a written agreement executed and delivered by ALA and ATS. No other course of dealing between the parties to this Agreement or any delay in exercising any rights under the Agreement will operate as a waiver of any rights of the parties.

10.5 **Successors and Assigns.** Neither ATS nor ALA may assign or delegate any of its rights or obligations under or in connection with this Agreement without the written consent of the other party. Except as otherwise expressly provided for in this Agreement, all covenants and agreements contained in this Agreement by or on behalf of any of the parties will be binding upon and enforceable against the respective successors and assigns of that party and will be enforceable by and will inure to the benefit of the respective successors and assigns of that party.

10.6 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of prohibition or invalidity, without invalidating the remainder of this Agreement.

10.7 Notices. All notices, demands, or other communications under or related to this Agreement will be in writing and will be deemed to have been given when delivered personally to the recipient or when sent to the recipient by telecopy (receipt confirmed), one business day after the date when sent to the recipient by reputable express courier service (charges prepaid) or three business days after the date when mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Notices, demands and other communications will be sent to ATS and ALA at the addresses indicated below:

If to ATS: Carl C. Booberg
American Thoracic Society, Inc.
1740 Broadway
New York, New York 10019-4374

If to ALA: Joseph Bergen
American Lung Association
1740 Broadway
New York, New York 10019-4374

10.8 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any entity or person other than ATS and ALA and their respective successors and permitted assigns.

10.9 Entire Agreement. This Agreement constitutes the entire agreement between ATS and ALA and supersedes any prior understandings, agreements, or representations by or among the parties or any representatives of the parties, written or oral, that may have related in any way to the subject matter of this Agreement.


10.10 Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated by reference and made a part of the Agreement.

10.11 Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the Exhibits to the Agreement will be governed by the internal law, and not the law of conflicts, of the State of New York.

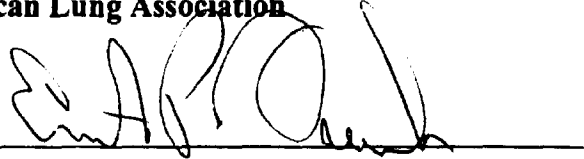
10.12 Valuation and Related Issues. The parties acknowledge and agree that the purchase price for the Purchased Assets and all other terms and provisions of this agreement have been arrived at as a result of extensive and lengthy, arms-length negotiations, that each party has been represented by experienced, independent counsel, and that the respective counsel have been consulted and have provided professional advice to each party regarding all terms and conditions of this agreement, the meanings thereof, and the mutual covenants and undertakings set forth herein. Based upon such advice and each party's own lengthy review and analysis of all

The authorized representatives of the parties have signed below to acknowledge their acceptance of the foregoing terms and conditions.

American Thoracic Society, Inc.

By 
Its _____

American Lung Association

By 
Its _____

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