

11-20-2000

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To the Assistant Commissioner for

101521684

al documents or copies thereof.

1. Name of conveying party(ies):

MRD

10-18-2000

U.S. Patent & TMO/TM Mail Rpt Dt: #10

GLENN DANZIG

2. Name and address of receiving party(ies):

Name GERARD CAIAFA AND PAUL CAIAFA

Internal Address

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

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other CONTRACTUAL TRANSFER OF TRADEMARK OWNERSHIP

Street Address 107 MAPLE GRANGE ROAD

City VERNON State NJ ZIP 07462

Execution Date DEC. 31, 1994 & JAN. 26, 1995

Additional names & addresses attached? Yes No

4. Application number(s) or trademark registration number(s)

If this document is being filed together with a new application, the execution date is:

A. Trademark Application Serial No(s).

B. Trademark Registration No(s).

1,844,159

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

SIEGMAR SILBER, ESQ.
SILBER & FRIDMAN
66 Mount Prospect Avenue
Clifton, New Jersey 07013

6. Total number of applications and trademarks involved

7. Total fee enclosed ...

37 CFR §2.6(b) (6)

8. N/A

DO NOT USE THIS SPACE

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.

10/16/2000
Date

Siegmair Silber
Siegmair Silber, Attorney at Law

Total No. of Pages
Comprising Cover Sheet 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), dated as of December 31, 1994 is entered into by and among Gerald Caiafa, Paul Caiafa, Frank Licata, Julio Valverde (the "Plaintiffs") and Glenn Danzig ("Danzig").

W I T N E S S E T H:

WHEREAS, Plaintiffs and Danzig were members of a musical band known as the Misfits, which band was formed in 1977 and performed under that name through and until October, 1983; and

WHEREAS, during the time that Plaintiffs and Danzig performed as the Misfits, the Misfits recorded certain master recordings as set forth in Exhibit A hereto (the "Masters"); and

WHEREAS, phonograph recordings embodying certain of the Masters have been released for sale in the form of albums, cassettes and compact discs at various times pursuant to various agreements; and

WHEREAS, disputes have arisen between Plaintiffs and Danzig concerning, inter alia, the ownership of the Masters, the ownership of the copyrights in the underlying compositions, distribution of proceeds from sales of the Masters, the rights to publishing royalties, the rights to the trademark and name "Misfits" and the ownership of Plan 9 Records, and there is currently pending in the United States District Court for the Southern District of New York an action entitled Gerald Caiafa, Paul Caiafa, Frank Licata and Julio Valverde v. Glenn Anzalone p/k/a Glenn Danzig p/k/a Danzig and d/b/a Plan 9 Records and Caroline Records, Inc., 92 Civ. 6908 (LP) (the "Lawsuit"); and

WHEREAS, Plaintiffs and Danzig have agreed to settle and resolve the above-mentioned action and all claims and disputes among them, and have agreed that this agreement is a form of Settlement Agreement acceptable to all parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

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5. Merchandising: The parties shall be co-owners of the name and trademarks of the Misfits and all logo(s) and artwork (including all artwork used on Misfits releases for Slash, Caroline or Plan 9 Records) previously associated therewith. Each party shall retain exclusive ownership of any artwork created by that party and not previously utilized on Misfits albums, merchandise or advertising. The Plaintiffs and Danzig shall each have the non-exclusive right to conduct merchandising and to exploit other rights relating to the use and exploitation of the name "Misfits" and accompanying logos and artwork except that neither party shall use the names, likenesses and visual representations of the members of the other party without written consent. The parties agree that they are joint owners of all artwork created under the Catalog Purchase Agreement. The plaintiffs and Danzig will each retain 100% of what each earns from the exploitation of merchandising rights and neither the plaintiffs nor Danzig has any obligation to account to the other for any revenues derived from the exploitation of merchandising or any other rights.

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7. Future Performances and Recordings: The parties agree that plaintiffs have the exclusive right to publicly perform and record as "The Misfits." Danzig shall not receive any payments from plaintiffs from any such future performances or recordings. The plaintiffs agree that for a period of two years they shall advise all promoters of their live concerts and include in all contracts relating thereto provisions indicating that any promotional material generated in connection with performances by the Misfits identifies the current members of the band or specifies that Danzig is not a member of the band. Plaintiffs agree that, during that period, if they are notified of any breach of this provision, they shall use reasonable efforts to ensure future compliance with such provisions. Plaintiffs agree not to record for commercial exploitation any

songs previously recorded by the Misfits without Danzig's approval.



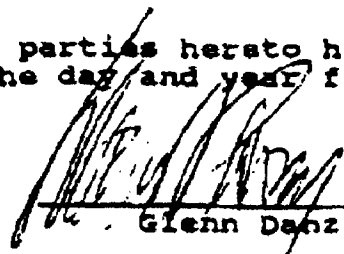
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3 of 8
TRADEMARK
REEL: 002178 FRAME: 0630

16. Counterparts: This agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the day and year first set forth above.



Glenn Danzig

Gerald Caiafa

Paul Caiafa

Frank Licata

Julio Valverde

16. Counterparts: This agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the day and year first set forth above.

Glenn Danzig

Glenn Danzig

Gerald Caiafa

Gerald Caiafa

Paul Caiafa

Paul Caiafa

Frank Licata

Frank Licata

Julio Valverde

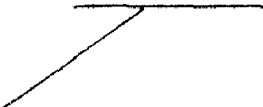
AGREEMENT AMONG JERRY CAIAFA, PAUL CAIAFA,
KEN CAIAFA, JAMES CATANIA, JULIO VALVERDE
AND FRANK LICATA DATED JANUARY 26, 1995

WHEREAS, the parties to this Agreement have claims relating to their participation in the band entitled "The Misfits" and the sound recordings created by that band and their rights to continue to utilize that name for performances and merchandising; and

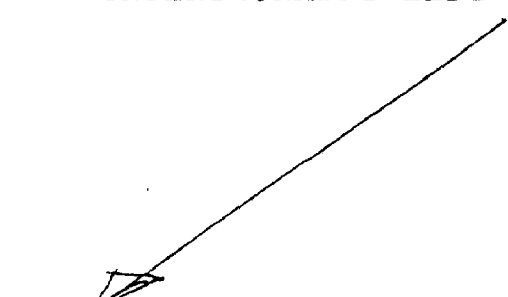
WHEREAS, the parties have reached a full and complete understanding and agreement with regard to the ownership and use of the name and the division of proceeds obtained from the exploitation of Misfits recordings and the sale of the Master Recordings to Caroline Records;

IT IS HEREBY AGREED:

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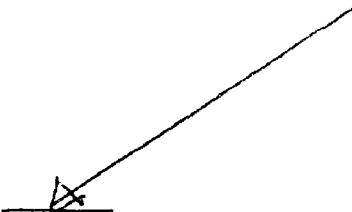
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5. The name of the Misfits for use as a performing band and for merchandising belongs exclusively to Jerry Caiafa and Paul Caiafa. The remaining parties to this Agreement waive all rights to the name "Misfits" for any purpose including, but not limited to, performance under the name of the Misfits and any merchandising involving those names. However, if Jerry Caiafa and Paul Caiafa market any merchandise which contains the likeness of any of the other parties to this Agreement, the proceeds from that exploitation shall be shared with the other participants.

6. The parties hereby agree that if any one of them breaches any of the indemnifications contained in the Settlement Agreement or Catalog Purchase Agreement, he will indemnify the other parties to this Agreement for all damages caused by that breach.

7. The parties recognize that under the dispute resolution mechanism of the Settlement Agreement, they are collectively required to take certain actions to select arbitrators. While the input of all parties to this Agreement will be solicited, Jerry Caiafa will have the final determination with regard to all decisions made under the dispute resolution mechanism.

8. This Agreement has been fully and freely negotiated among the parties. While Pryor, Cashman, Sherman & Flynn, the firm that acted as counsel for the parties in the litigation against Glenn Danzig and Caroline, has assisted in drafting this Agreement, it has not represented any of the parties in the negotiation of this Agreement and has suggested to each of the parties that they retain independent counsel to review this Agreement on their behalf.

9. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law of principles.

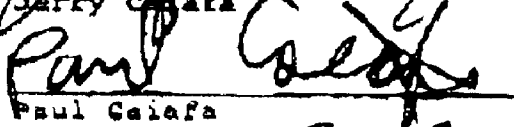
10. The parties hereby intend that the terms of this Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings, representations and agreements of the parties hereto.

11. This Agreement may not be amended except upon the written consent of all parties hereto.


12. This Agreement may be executed in counterparts each of which shall constitute one and the same instrument.

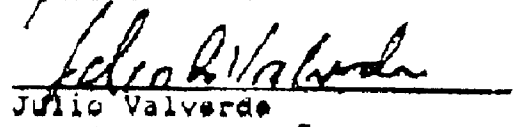
IN WITNESS WHEREOF, the parties hereto have executed the Settlement Agreement as of the day and year first set forth here and above.

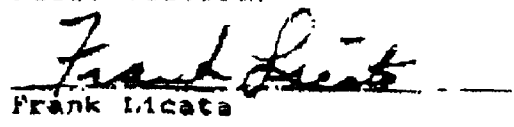

Jerry Caiafa


Paul Caiafa


Ken Caiafa


James Catania


Julio Valverde


Frank Licata

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