

04-10-2001



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3.20.01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK OFFICE

**Conveying Party:** James H. Huguet  
**Receiving Party:** Great Companies, LLC  
**Nature of conveyance:** Assignment  
**Date Filed:**

**RECORDATION FORM COVER SHEET - TRADEMARKS ONLY**

To the HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original document or copy thereof.

**Conveying Party:** James H. Huguet DBA Great Companies  
Individual United States  
(Name of company)

300 Everett Road  
Easton, CT 06612  
(Business address, including street, city and State)

300 Everett Road  
Easton, CT 06612  
(Situs of corporation, including street, city and State)

75890696

**Receiving Party:** Great Companies, LLC, a Iowa limited liability company  
(Name and State or Country of organization)

8550 Ulmerton Road, Suite 101  
Largo, Florida 33771  
(Business address, including street, city and State)

8550 Ulmerton Road, Suite 101  
Largo, Florida 33771  
(Situs of corporation, including street, city and State)

**Nature of conveyance:** Assignment

04/09/2001 DBYRNE 00000136 75890696  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Trademark Serial No.(s):

GREAT COMPANIES TECHNOLOGY 75/890696

GREAT COMPANIES AMERICA 75/595390

All correspondence concerning the document should be mailed to the above identified receiving party. The total number of applications and registrations involved are two (2). Pursuant to 37 CFR 3.41, a check make payable to the Commissioner of Patents and Trademarks in the amount of \$65 is enclosed. The total number of pages including cover sheet, attachments, and document are thirteen (13).

STATE OF FLORIDA  
COUNTY OF PINELLAS

Jack Kenney, being sworn, states that to the best of his knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

GREAT COMPANIES, LLC

By: Jack Kenney  
Jack Kenney, Chairman and Co-Chief  
Executive Officer

Before me, the undersigned authority, personally appeared Jack Kenney, who, being duly sworn, deposes and says that he is the Chairman and Co-Chief Executive Officer of Great Companies, LLC and that in that capacity he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 23<sup>rd</sup> day of February 2001.



"OFFICIAL SEAL"  
Donna M. Eppes  
My Commission Expires 3/8/03  
Commission # CC 815583

Donna M. Eppes  
Notary Public

My Commission Expires:

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**ASSIGNMENT AND LICENSE  
OF INTELLECTUAL PROPERTY RIGHTS**

This Assignment and License of Intellectual Property Rights is made and entered into this \_\_\_ day of February, 2001, but shall be effective for all purposes as of May 1, 2000, by and among **GREAT COMPANIES, INC.**, a Connecticut corporation, ("GC Inc."), **JIM HUGUET**, an individual ("Huguet") and **GREAT COMPANIES, L.L.C.**, an Iowa limited liability company ("**GC LLC**").

**WITNESSETH:**

**WHEREAS**, Huguet is the owner of a series of trade names, service marks and trademarks which are comprised of or contain the word "GREAT COMPANIES" (the "**GC Names and Marks**"), including but not limited to those more specifically identified and defined on Schedule A attached hereto and made a part hereof; and

**WHEREAS**, GC Inc. is a corporation which is wholly-owned by Huguet and which in the past has utilized the GC Names and Marks in connection with the operation of its business as a registered investment adviser; and

**WHEREAS**, Huguet and/or GC Inc. are the owner of certain other items of intellectual property which they have utilized in connection with the business of providing investment management services to institutional and individual investors (the "Additional Intellectual Property"), including but not limited to the intellectual property further

identified on Schedule A attached hereto; and

**WHEREAS**, in connection with the formation of GC LLC, an Iowa limited liability company of which Huguet is a member, Huguet has agreed to contribute the GC Names and Marks and the Additional Intellectual Property to GC LLC as his initial capital contribution to GC LLC, which together comprise all of the items of intellectual property owned or used by him or by GC Inc. in connection with the provision of investment management services prior to May 1, 2000; and

**WHEREAS**, the terms of the Operating Agreement dated May 1, 2000 for GC LLC, as the same may be amended from time to time (the "**Operating Agreement**") contemplate that Huguet shall be permitted to conduct certain activities which shall be outside of the scope of his duties on behalf of GC, LLC, all as set forth on Schedule E of the Operating Agreement; and

**WHEREAS**, in connection with the performance of the activities set forth on Schedule E of the Operating Agreement, Huguet will require, and GC LLC desires to grant to Huguet in consideration of his agreeing to become a member of GC LLC, a limited license to utilize the GC Names and Marks on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Intellectual Property by Huguet.** Huguet hereby grants, bargains, sells, assigns, conveys, transfers, and delivers unto GC LLC and its successors and assigns, all of his right, title and interest in and to the GC Names and Marks and the Additional Intellectual Property, which together comprise all right, title and interest to any and all intellectual property used by Huguet or GC Inc. in connection with the operation of the business of delivering investment management services to individuals and institutional investors conducted by Huguet and/or GC Inc., including but not limited to the specific items of intellectual property set forth on Schedule A, together with the goodwill of the business in connection with which such GC Names and Marks and Additional Intellectual Property were used, the same to be held and enjoyed by GC LLC for its own use and enjoyment, and for the use and enjoyment of its affiliates, licensees, successors, assigns and other legal representatives, solely in exchange for the issuance by GC LLC of membership interests to Huguet. With respect to any filed federal trademark applications listed on Schedule A, the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such trademarks to GC LLC as assignee of the marks.

2. **Assignment of Intellectual Property by GC Inc.** GC Inc. hereby grants, bargains, sells, assigns, conveys, transfers, and delivers unto GC LLC and its successors and assigns, all right, title and interest which it may own, if any, in and to the GC Names and Marks and the Additional Intellectual Property, which

together comprise all right, title and interest to any and all intellectual property used by GC Inc. or Huguet in connection with the operation of the business of delivering investment management services to individuals and institutional investors conducted by Huguet and/or GC Inc., including but not limited to the specific items of intellectual property set forth on Schedule A, together with the goodwill of the business in connection with which such GC Names and Marks and Additional Intellectual Property were used and any license which it may have from Huguet in connection with the use of the GC Names and Marks and the Additional Intellectual Property, the same to be held and enjoyed by GC LLC for its own use and enjoyment, and for the use and enjoyment of its affiliates, licensees, successors, assigns and other legal representatives. With respect to any filed federal trademark applications listed on Schedule A, the Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such trademarks to GC LLC as assignee of the marks.

3. **Name Change of GC Inc.; Reimbursement for Certain Trademark Registration Expenses.** GC Inc. hereby agrees to change its corporate name, and Huguet hereby agrees to cause GC Inc. to change its corporate name, to a name that does not include "Great Companies" or any confusingly similar mark or name, as soon as reasonably practicable after the execution of this Agreement. Huguet hereby agrees to reimburse GC LLC for all reasonable legal fees and expenses, including filing fees, associated with the registration by GC

LLC of the marks "Great Companies Future" and "Great Companies International".

4. **License of GC Names and Marks to Huguet.** GC LLC hereby simultaneously grants to Huguet a limited license to utilize the GC Names and Marks solely in connection with the outside business activities which Huguet is permitted to undertake pursuant to Schedule E of the Operating Agreement, as the same may be amended from time to time; provided, however, that all materials using the GC Names and Marks shall be subject to the reasonable review and approval of GC LLC. The license granted in this paragraph 4 is conditioned upon Huguet's full and complete compliance with the marking provisions of the trademark, patent and copyright laws of the United States of America, and all use by Huguet of the GC Names and Marks (as well as all promotional and advertising material relative thereto) shall include all appropriate legal notices as required by GC LLC. Huguet acknowledges GC LLC's exclusive rights in the GC Names and Marks, and shall not dispute or contest, directly or indirectly, GC LLC's exclusive right and title to the GC Names and Marks or the Additional Intellectual Property or the validity thereof. Huguet agrees that he shall not acquire any ownership rights in the GC Names and Marks as a result of this license or his use of the GC Names and Marks from and after the date of this Agreement.

5. **Continuing Assignment; Further Assurances.** If for any reason this Agreement is unenforceable or insufficient for any reason to transfer all rights to the GC Names and Marks and the Additional Intellectual Property to GC LLC, Huguet and GC Inc. hereby agree to further evidence, record and perfect all any assignments as intended pursuant to this Agreement on behalf of GC LLC, and to execute all documents and perform all other acts deemed reasonably necessary by counsel for GC LLC in order to carry out the purposes of this Agreement.
6. **Indemnification.** Huguet and GC Inc., and their successors and assigns, hereby agree to indemnify and hold harmless GC LLC, and its managers, officers, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against GC LLC based on the use by Huguet or GC Inc. of the GC Names and Marks pursuant to the license granted in paragraph 4 of this Agreement and/or the use of the GC Names and Marks pursuant to such license. In addition, Huguet and GC Inc., and their successors and assigns, hereby agree to indemnify and hold harmless GC LLC, and its managers, officers, agents and employees, for the period from May 1, 2000 through May 1, 2002 only (the "Indemnification Period"), against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third



parties asserted at any time during the Indemnification Period against GC LLC based on the use by GC LLC of the GC Names and Marks.

7. **Termination.** GC LLC shall have the immediate right to terminate the license granted to Huguet pursuant to paragraph 4 of this Agreement upon the occurrence of any of the following events: (a) Huguet or GC Inc. breaches any of the terms or provisions of this Agreement, and fails to cure such breach within ten (10) business days after receiving notice from GC LLC of such breach, (b) Huguet or GC Inc. files a petition in bankruptcy or is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, (c) Huguet or GC Inc. utilizes any of the GC Names and Marks in a manner which, in the reasonable discretion of GC LLC, is to the detriment of the GC Names and Marks or the Additional Intellectual Property or the business or prospects of GC LLC., (d) the death or permanent disability of Huguet, (e) Huguet or GC Inc.'s failure to utilize any of the GC Names and Marks pursuant to the license granted in paragraph 4 for a one year period, or (f) the dissolution or other cessation of existence of GC LLC.
8. **Representations and Warranties of Huguet and GC Inc.** Huguet and GC Inc. hereby represent and warrant to GC LLC that they are the sole owners of the GC Names and Marks and the Additional Intellectual Property, subject to any third party claims which may be asserted of which Huguet and GC Inc. currently have no knowledge.

9. **Severability.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited, unenforceable, not authorized or an unreasonable restriction in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, nonauthorization or restriction without invalidating the remaining provisions of this Agreement or affecting the validity, enforceability or legality of such provision in any other jurisdiction. In any such case, such determination shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision or terms of this Agreement is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the parties agree that a construction or interpretation which renders the term or provision valid shall be favored.

10. **Miscellaneous.** This Agreement shall be construed in accordance with the laws of the State of Florida and shall be binding upon the parties hereto. The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns. This Agreement shall not be assignable by Huguet or by GC Inc. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement. This Agreement, together with the Operating Agreement, constitutes the entire understanding of the

parties, and revokes and supersedes all prior agreement between the parties with respect to the subject matter hereof. This Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS THEREOF**, the parties hereto have hereunder set their hands and seals as of the date and year first above written.

**GREAT COMPANIES, INC.**

By: \_\_\_\_\_

  
Jim Huguet, President.

**JIM HUGUET, individually**

  
**GREAT COMPANIES, L.L.C.**

By: \_\_\_\_\_

Jack Kenney, Chairman and  
Co-Chief Executive Officer

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**IN WITNESS THEREOF**, the parties hereto have hereunder set their hands and seals as of the date and year first above written.

**GREAT COMPANIES, INC.**

By: \_\_\_\_\_  
Jim Huguet, President

**JIM HUGUET**, individually

\_\_\_\_\_  
**GREAT COMPANIES, L.L.C.**

By:  \_\_\_\_\_  
Jack Kenney, Chairman and  
Co-Chief Executive Officer

## Schedule A

1. All tangible intellectual property rights in and to the mark or name "Great Companies", and to all derivations thereto and extensions thereof, including all trade names, service marks, trade secrets trademarks and all rights past, present or future, appurtenant thereto or derived therefrom, including but not limited to the following trademarks:
  - Great Companies
  - Great Companies America
  - Great Companies Technology
  - Great Companies Global
  - Great Companies International
  - Great Companies Future
2. All proprietary rights in the method of portfolio management described in the book "*Great Companies, Great Returns*" (though it shall be specifically understood herein that all copyrights, royalty rights, and other rights in connection with the book "*Great Companies, Great Returns*" and any future sales thereof shall remain the exclusive property of Jim Huguet), including any trade secret, and any knowledge, data, know-how, idea, or information related to the "*Great Companies, Great Returns*" method of portfolio management, including any developmental or experimental work, any procedures, practices, policies, plans or prospects for or relating to research, development, products, marketing and selling, business or anticipated business, technical, financial or other information, and any tangible embodiment or other medium or means that discloses, reflects, contains, embodies, or provides a record of the foregoing, including books, records, correspondence, memoranda, letters, notes, documents, computer disks and memory and other electronic media, drawings, specifications, devices, formulas and documents.
3. Website URL [www.greatcompanies.com](http://www.greatcompanies.com) and all content and images therein.
4. All documentation of any kind and in any format, electronic, written, or otherwise, that describes, documents, identifies or relates to the business of, ownership rights or other tangible rights of the name and business activities known as "Great Companies".
5. All presentation materials including booths or displays.