

1-28-02

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies): American General Life Insurance Company (a Texas corporation) 1-28-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: <u>Julian Vartan Movsesian</u> Internal Address: _____ Address: _____ Street Address: <u>4695 MacArthur Court, 10th FL</u> City: <u>Newport Beach</u> State: <u>CA</u> Zip: <u>92660</u></p> <p><input checked="" type="checkbox"/> Individual(s) citizenship <u>USA</u> <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 13, 2001</u></p> | |

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| <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Reg. No. : <u>2,310,400</u></p> | <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Julie Cotton Hearne</u> American General Enterprise Internal Address: <u>Services</u> <u>Regulatory Div., Legal, Insurance</u> <u>Operations, WT3-03</u> Street Address: <u>2727 Allen Parkway</u> City: <u>Houston</u> State: <u>Texas</u> Zip: <u>77019</u></p> | <p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>N/A</u> (Attach duplicate copy of this page if paying by deposit account)</p> |
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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.

Julie Cotton Hearne December 4, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of August 13, 2001 (the "Effective Date"), and is by and between **AMERICAN GENERAL LIFE INSURANCE COMPANY**, a Texas insurance corporation ("AGL") and **JULIAN MOVSESIAN ("JM")**, individually (collectively, the "Parties").

In consideration of the covenants contained herein and other valuable consideration, AGL and JM hereby agree as follows.

1.0 RECITALS.

1.1 AGL is a Texas life insurance company, which, among other things, develops, markets and promotes certain marketing programs relative to the sale and marketing of its life insurance and annuity products, including the CMS Program (defined below).

1.2 JM is an independent life insurance agent, licensed to sell life insurance in certain jurisdictions, and contracted and appointed with AGL and certain of AGL's Affiliates (defined below), among other insurance companies.

1.3 Prior to the Effective Date, AGL and JM entered into certain agreements with the other, both written and oral (collectively, the "Prior Agreements") concerning, among other things, the ownership and marketing of the CMS Program. The Prior Agreements include, without limitation (i) the Marketing Agreement between AGL and JM dated effective as of August 1, 1998, as amended; and (ii) the Memorandum of Understanding dated as of July 13, 1999 between certain officers of AGL and JM. The term "Prior Agreements" does not include any Agent Contracts (defined below).

1.4 AGL desires (a) to assign to JM all of AGL's rights, title and interest in the CMS Program and all CMS Related Contracts (defined below); and (b) a license granting continued use of the CMS Program by AGL and its Affiliates in the manner used by AGL and its Affiliates prior to the Effective Date as set forth under the terms of that certain Non-Exclusive License Agreement (the "Non-Exclusive License Agreement") executed contemporaneously with this Agreement, between AGL and CMSI (defined below). A copy of the Non-Exclusive License Agreement is attached hereto as Exhibit A.

1.5 AGL and JM also wish to supersede and replace all Prior Agreements with this Agreement and the Non-Exclusive License Agreement.

2.0 DEFINITIONS. The following terms shall have the meanings assigned to them in this section.

2.1 "Affiliate" whether singular or plural, as it relates to AGL, shall mean any and all direct or indirect subsidiaries of American General Corporation ("AGC") or any successor of AGC.

2.2 "Agent Contracts" shall mean the following agent contracts: (i) the Master General Agent Contract between AGL and JM, dated July 1, 1993; (ii) the Agent Contract between AGL and JM, dated July 1, 1993; (iii) all other present and future agent contracts between AGL or any Affiliate of AGL and JM; and (iv) any and all supplements or amendments of, or any successor or replacement contracts to, any of the foregoing.

2.3 "AG Products" whether singular or plural, shall mean any insurance or annuity product of AGL or its Affiliates.

2.4 "CMS Program" shall mean the premium financing program utilized by AGL and marketed under the name *Capital Maximization Strategy* and *CMS*, comprised of (i) all forms of manuals, documentation, sales materials, special processes, instruction guides and the like developed or used by AGL or its Affiliates in connection with the CMS Program ("CMS Materials"); and (ii) the names and marks *CMS* and *Capital Maximization Strategy* and the Capital Maximization Strategy logo (collectively, the "CMS Marks"). The CMS Program does not include any supplementary illustrations or related software developed or approved for use by AGL or its Affiliates, or any names, marks or logos of AGC or its subsidiaries. All such supplementary illustrations, related software and names, marks and logos are proprietary to AGL, its Affiliates, or AGC, as the case may be, and are not subject to or covered by this Assignment or the Non-Exclusive License Agreement.

2.5 "CMS Related Contracts" shall mean the following agreements dated prior to the Effective Date: (i) the licenses granted to third parties by AGL in connection with the CMS Program, which are listed on Exhibit B to this Agreement ("CMS Licenses"); and (ii) the confidentiality, non-competition or other similar agreements between AGL or any AGL Affiliate and third parties covering any aspect of the CMS Program. CMS Related Contracts do not include any Agent Contracts.

2.6 "CMSI" shall mean Capital Management Strategies, Inc., a California corporation, of which JM is a principal.

3.0 ASSIGNMENT AND TRANSFER.

3.1 As of Effective Date, AGL assigns and transfers to JM, and JM assumes from AGL, all of AGL's rights, title, interest and obligations in and to the CMS Program and all CMS Related Contracts. In connection herewith, AGL agrees to transfer any pending or issued registrations of the CMS Marks with the United States Patent and Trademark Office and to provide written notice to all licensees under the CMS Licenses. Except for the representations and warranties set forth in section 5.0 below, the foregoing transfer is made and assumed on an "as is" basis, without any other representations or warranties of any kind whatsoever by AGL, either express or implied. Notwithstanding the foregoing, on and after the Effective Date hereof, JM is strictly prohibited from distributing to third parties any CMS Materials containing any direct or indirect reference to the name, mark or logo of AGC, AGL, any AGL Affiliate or AG Products, except as permitted by the Non-Exclusive License Agreement and the Agent Contracts in connection with JM's sales of AG Products.

3.2 JM agrees that AGL and its Affiliates shall have no liability to JM or CMSI in connection with any and all aspects of the CMS Program for the period prior to the Effective Date hereof, except with respect to (i) compensation due and owing to JM or CMSI under agreements with AGL and its Affiliates, specifically including accrued amounts under such agreements even if they are otherwise being terminated as of the Effective Date, and (ii) matters asserted against JM or CMSI by any third party arising out of the actions or omissions of AGL and its Affiliates. AGL and its Affiliates agree that JM or CMSI shall have no liability to AGL and its Affiliates in connection with any and all aspects of the CMS Program for the period prior to the Effective Date except with respect to matters asserted against AGL and its Affiliates by any third party arising out of actions or omissions of JM or CMSI. This provision is not intended to conflict with Section 9 of the Non-Exclusive License Agreement.

4.0 LICENSE TO USE THE CMS PROGRAM. Concurrently with and as a condition precedent to the assignment transaction above, JM shall cause CMSI to grant to AGL and its Affiliates the continued right to use the CMS Program as set forth under the terms of the Non-Exclusive License Agreement.

5.0 AGL'S REPRESENTATIONS AND WARRANTIES.

5.1 Except for the CMS Licenses, AGL and its Affiliates have not granted any other rights in the CMS Program to any other party, and to AGL's knowledge; no other party has asserted any claim of ownership or other rights in or to the CMS Program.

5.2 AGL has the corporate power and requisite authority, and has taken and will continue to take all corporate action necessary to execute, deliver and perform the obligations and duties set forth in this Agreement.

5.3 No consent, approval, authorization or order of any court or governmental authority or any other party is required in connection with the execution and delivery by AGL of this Agreement, or to consummate the transactions contemplated hereby.

6.0 **COOPERATION.** The Parties agree to cooperate with the other in effecting the transactions contemplated hereunder, and agrees to take such further actions and execute such further documents as may be reasonably requested by the other Party, including, but not limited to any documentation required to effect the assignment of the CMS Marks to JM in the records of the United States Patent and Trademark Office, and the notification to the licensees under the CMS Licenses.

7.0 **ARBITRATION.**

7.1 If any dispute arises between AGL or its Affiliates and JM in connection with any aspect of this Agreement or a breach hereof, then any Party may submit the dispute to arbitration in accordance with the applicable rules of the American Arbitration Association, as modified or supplemented by this section. The Parties agree to be bound by the decision of the arbitrators, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

7.2 Unless otherwise agreed to in writing between the Parties, the arbitration proceedings will be conducted in Houston, Harris County, Texas. The Parties agree that Texas law shall be applied in resolving all substantive issues. The arbitrators may allow such discovery as they deem appropriate for the nature of the dispute, and in this regard, the arbitrators may reference Texas Rules of Evidence and Civil Procedure then in effect in setting the direction of such discovery, but are not required to be bound thereby.

7.3 Nothing in this section shall prevent any Party from seeking injunctive relief from any court having jurisdiction and located in Houston, Harris County, Texas prior to or pending the resolution of a dispute by arbitration, in order to maintain status quo pending resolution of the matter through arbitration.

7.4 This section shall (a) be specifically enforceable; (b) not limit any obligations of a Party to defend, indemnify or hold harmless the other Party as set forth under the terms of this Agreement; and (c) extend to the successors and assigns of the Parties. In no event shall arbitration be held after the date when institution of legal or equitable proceedings based on such dispute, or other matters in question would be barred by the applicable statute of limitations. There shall be no appeal from the decision of the arbitrator.

8.0 **NOTICES.** All notices, requests or other communications will be in writing and will be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, or by air courier service confirmed with a return receipt, or by facsimile confirmed by a facsimile receipt confirmation, and shall be deemed given upon personal delivery, or actual receipt by the addressee as reflected on the return receipt or confirmation. Such notices shall be sent to the following addresses, or such other address as may be contained in a notice sent in accordance with this Section.

JULIAN MOVSESIAN
4695 MacArthur Ct, 10th Floor
Newport Beach, California 92660

AMERICAN GENERAL LIFE INSURANCE COMPANY
2929 Allen Parkway
Houston, Texas 77019
Attn: Donald W. Britton, President;

with a copy to:

AMERICAN GENERAL LIFE INSURANCE COMPANY
2929 Allen Parkway
Houston, Texas 77019
Attn: Thomas M. Zurek, Esq., General Counsel

9.0 **SEVERABILITY**. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.

10.0 **BINDING AGREEMENT**. This Agreement will be binding upon and inure to the benefit of the Parties, and to their respective permitted successors and assigns.

11.0 **COUNTERPARTS**. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will constitute one and the same instrument.

12.0 **GOVERNING LAWS**. This Agreement shall be construed and be in force in accordance with the laws of Texas and the United States of America, without reference to or application of conflicts of law principles.

13.0 **HEADINGS**. The titles of the sections of this Agreement are for convenience only and will not be construed as limiting, defining, or affecting the substantive terms of this Agreement.

14.0 **PUBLICITY**. Except as permitted under Section 3.1 above, JM will not, directly or indirectly, use the name, logo, trademarks, service mark, trade names or slogans of AGL or any of AGL's Affiliates in any media release, public announcement, public or other disclosure to third parties relating to this Agreement or its subject matter, or to otherwise use any of the forgoing, without the prior written approval from AGL, for each such use or release.

15.0 **ENTIRE AGREEMENT**. This Agreement, together with the attached Exhibits A and B, the Non-Exclusive License Agreement and the Agent Contracts, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, proposals, agreements, communications or understanding, whether written or oral, and all conduct or course of conduct relative to the subject matter hereof. Pursuant to this Section 15.0, all Prior Agreements are hereby deemed, null and void and of no force or effect. This Agreement may be amended only in writing, and no purported oral agreement or understanding, or conduct or course of conduct will be binding on any Party hereto unless reduced to writing and executed by JM and an authorized officer of AGL.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By:


Donald W. Britton, President


JULIAN MOVSESIAN, Individually

EXHIBIT A

NON-EXCLUSIVE LICENSE AGREEMENT

EXHIBIT NOT ATTACHED

EXHIBIT B

CMS LICENSES

EXHIBIT NOT ATTACHED