

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agreement and Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Jeffrey B. Betlewski		03/25/2003	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Regents of the University of Michigan, The		
Street Address:	503 Thompson Street		
Internal Address:	1080 Fleming Building		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48109		
Entity Type:	Constitutional Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number		
Serial Number:	76097833		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(734)665-8788		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7346654441		
Email:	mpeterson@psedlaw.com		
Correspondent Name:	Paul R. Fransway		
Address Line 1:	24 Frank Lloyd Wright Drive		
Address Line 2:	Domino's Farms, Lobby E		
Address Line 4:	Ann Arbor, MICHIGAN 48105		
ATTORNEY DOCKET NUMBER:	UOFM - 0001		
NAME OF SUBMITTER:	Marilynn Peterson		

OP \$40.00 76097833

**Total Attachments: 7**

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## AGREEMENT

THIS AGREEMENT is made and entered into with effect as of the 25<sup>th</sup> day of March, 2003, by and between Jeffrey B. Betlewski, (hereinafter "Betlewski"), an individual, having his principal place of business at N10754 Division Lane, Bessemer, Michigan 49911 and The Regents of the University of Michigan, (hereinafter "University"), a constitutional corporation organized under the laws of the State of Michigan, conducting business at 1080 Fleming Building, 503 Thompson Street in Ann Arbor, Michigan 48109-1340.

WHEREAS, Betlewski is the owner of a certain trademark application for "Amaizeing Blue" currently pending before the U. S. Patent and Trademark Office identified as Serial No. 76/097,833, more fully described on Exhibit A, attached hereto (the "First Mark");

WHEREAS, the University has asserted that by virtue of their well known association with "Maize and Blue," the trademark application and any trademark rights associated with the trademark application for "Amaizeing Blue" belongs solely to the University;

WHEREAS, Betlewski is the owner of a certain trademark application for "Bleed Blue" currently pending before the U. S. Patent and Trademark Office identified as Serial No. 76/477,352, more fully described on Exhibit A, attached hereto (the "Second Mark");

WHEREAS, the University has asserted that by virtue of their well known association with "Maize and Blue," the trademark application and any trademark rights associated with the trademark application for "Bleed Blue" belongs solely to the University;

WHEREAS, the First Mark and the Second Mark are hereinafter collectively referred to as the Marks;

WHEREAS, the parties have agreed to resolve their differences through an assignment by Betlewski of the Marks, together with any and all common law rights and the goodwill of the

business associated with the Marks, to University and the entry of an agreement under which Betlewski would be the licensee of the University for products sold under the Marks.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar, and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Upon obtaining a license from CLC as identified in paragraphs 2a and 2b below, Betlewski agrees to convey, transfer, and assign to University in the form attached hereto as Exhibit B, its successor, all of his rights, title, and interest in and to the Marks, the goodwill of the business associated with the Marks, including the federal registrations and/or applications for registration pending at the United States Patent and Trademark Office for the Marks, and the University hereby accepts such assignment. Betlewski further agrees to assign to University all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Betlewski agrees that upon request by University, Betlewski shall execute all papers, make all rightful oaths, testify on behalf of University and do all other lawful acts necessary to carry out the intent of this Assignment at University expense and request, as well as provide such other material, information, or assistance as University may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

2. **Promotion of Marks.** Betlewski is hereby appointed as the exclusive licensee for the "Amaizeing Blue" and "Bleed Blue" special licensing programs ("Amaizeing Blue Program" and "Bleed Blue Program", respectively) as provided below. In exchange for being granted the right to be the exclusive licensee for the Amaizeing Blue and Bleed Blue Programs, Betlewski agrees:

a) that the permission to license and/or market products under the Amazing Blue and Bleed Blue Programs shall be conducted solely under the standard license terms offered through Collegiate Licensing Corporation (CLC) provided, however, that the license granted shall consist solely of products under the Amazing Blue and Bleed Blue Programs and that no license is or will be granted to Betlewski to license, market or promote other products bearing the University marks;

b) that he, with the assistance of the University, will obtain an appropriate license from CLC and shall be responsible for payment of all fees to CLC, provided, however, that the University agrees to waive the payment of advance royalties routinely required by the standard CLC license agreement and to assist Betlewski in completing the application process to CLC (without assuming any liability therefor);

c) that his license shall also entitle him to sublicense the products sold under the Amazing Blue and Bleed Blue Programs to other University licensees (but not to non-licensees) under terms agreeable to such licensees and Betlewski and the terms of the sublicense for the Amazing Blue and Bleed Blue Programs shall be reflected in an addendum to such licensee's agreement with CLC;

d) that the CLC license shall solely govern the relationship between Betlewski and the University and all renewals of such license, and Betlewski agrees to discharge all licensee obligations under the CLC license and all renewals;

e) that he agrees to discharge all obligations and shall perform the services under this Agreement and the CLC license in a highly professional manner and shall take all steps reasonably calculated to maximize retail potential of the Amazing Blue and Bleed Blue Programs and the sale of Amazing Blue and Bleed Blue Merchandise. Betlewski's activities under this Agreement shall be conducted in such a way as to preserve the integrity, character and dignity of the University.

f) Betlewski will use his best efforts to develop an "Amaizeing Blue Collection" and a "Bleed Blue Collection" of exclusive products to be sold through the University's licensees.

g) Betlewski shall promptly provide such information reasonably requested by the University regarding his marketing efforts under this Agreement.

3. **Acknowledgment.** Betlewski acknowledges that, upon executing an assignment as identified in paragraph 1, the University owns all rights, title and interest in the "Amaizeing Blue" and "Bleed Blue" Marks and Programs, all goodwill associated therewith as well as all United States and foreign trademark applications and registrations thereon. Betlewski acknowledges that the Marks and that all benefits arising from use of the Marks shall inure solely to the benefit of the University. After the assignment provided by Section 1 of this Agreement, Betlewski will not register or attempt to register the Marks in any jurisdiction. Betlewski, at the University's request, shall provide the University with any specimens and other documents reasonably necessary for the University to secure and maintain rights to the Marks. Betlewski agrees that he will not contest, oppose or challenge the University's use or ownership of the Marks.

4. **Miscellaneous.** Neither party shall be considered an agent, employee, partner, joint venturer or legal representative of the other party for any purpose. Betlewski has no right or authority, and shall not hold himself out as having the right or authority, to assume or create any obligation or responsibility on behalf of or in the name of the University. This Agreement cannot be assigned by Betlewski without the consent of the University, which consent will not be unreasonably withheld. This Agreement cannot be modified or amended except in a writing signed by both parties and shall be governed by the laws of the State of Michigan.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

(Betlewski)



**EXHIBIT A (First Mark)**

Service Mark: AMAIZEING BLUE  
Serial No.: 76/097,833  
Filing Date: July 27, 2000  
International Class: 25  
Goods and Services: Clothing, namely shirts, pants, jackets,  
socks, belts, vests, dresses and shoes

**EXHIBIT A (Second Mark)**

Service Mark: BLEED BLUE  
Serial No.: 76/477,352  
Filing Date: December 23, 2002  
International Class: 25  
Goods and Services: Clothing



**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

WHEREAS, Jeffrey B. Betlewski, an individual, having a place of business at 2230 Elm Ridge Drive NW, Grand Rapids, Michigan 49504 (hereinafter Assignor), is the owner of trademark registration applications Serial No. 76/097,833 for the mark **AMAIZEING BLUE** and Serial No. 76/477,352 for the mark **BLEED BLUE**;

WHEREAS, The Regents of the University of Michigan, a constitutional corporation organized under the laws of the State of Michigan, conducting business at 1080 Fleming Building, 503 Thompson Street, Ann Arbor, Michigan 48109 (hereinafter Assignee), is desirous of acquiring any and all rights that Assignor may have in and to trademark registration applications Serial No. 76/097,833 for the mark **AMAIZEING BLUE** and Serial No. 76/477,352 for the mark **BLEED BLUE**, together with the goodwill of the business in connection with which said trademark registration applications are used and which is symbolized by same, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all right, title and interest in and to said trademark registration applications Serial No. 76/097,833 for the mark **AMAIZEING BLUE** and Serial No. 76/477,352 for the mark **BLEED BLUE**, together with the goodwill of the business in connection with which same are used and which is symbolized thereby, and all other rights which Assignor has enjoyed thereunder throughout all countries of the world, including any and all rights of recovery based on past infringement of said trademark registration applications, the same to be held and enjoyed by the Assignee, its successors and assigns to the full end of the term for trademark registration applications Serial No. 76/097,833 for the mark **AMAIZEING BLUE** and Serial No. 76/477,352 for the mark **BLEED BLUE** are valid and any renewals of the term thereof.

IN WITNESS WHEREOF, this Assignment is executed by Jeffrey B. Betlewski this 25<sup>th</sup> day of March, 2003.

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

*Jeffrey B. Betlewski*  
Jeffrey B. Betlewski