

03-13-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2) Tab settings



SHEET 1 OF 1 VLY

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

102389152

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

1. Name of conveying party(ies): 3-10-03 Hiawatha Seaway Council, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State- New York [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Boy Scouts of America Internal Address: Street Address: 1325 W. Walnut Hill Lane City: Irving State: TX Zip: 75015 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Federally chartered U.S. Corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: February 6, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/184,032 Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Richard C. Woodbridge Internal Address: Woodbridge & Associates, PC Street Address: P.O. Box City: Princeton State: NJ Zip: 08542

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 23-3040 (Attach duplicate copy of this page if paying by deposit account)

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. Richard C. Woodbridge, Esq. [Signature] March 10, 2003 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

03/12/2003 ECOOPER 00000135 78184032 01 FC:8521 40.00 OP

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

TRADEMARK REEL: 002689 FRAME: 0276

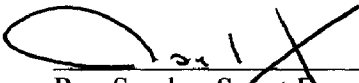
~ ASSIGNMENT ~


WHEREAS, Hiawatha Seaway Council, Inc (hereinafter "Owner"), a corporation of the State of New York having an address at 113 Twin Oaks Drive, Syracuse, New York 13206-1286 owns an application for and is using the trademark "HIAWATHA SEAWAY COUNCIL ADIRONDACK SCOUT CAMPS BOY SCOUTS OF AMERICA & Design" for "children's camp services" in Class 41 which is the subject of U.S. Trademark Application Serial No. 78/184,032 filed on November 12, 2002.

WHEREAS, Boy Scouts of America, having an address of 1325 West Walnut Hill Lane, P.O. Box 152079, Irving, Texas 75015-2079 (hereinafter referred to as "Assignee"), is desirous of acquiring any and all rights, title and interest Owner has in this trademark.

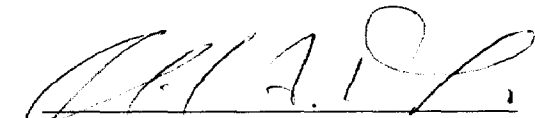
NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and in consideration set forth in a Trademark License Agreement between the parties dated effective February 6, 2003, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby assign unto Assignee any and all right, title, and interest in and to said mark "HIAWATHA SEAWAY COUNCIL ADIRONDACK SCOUT CAMPS BOY SCOUTS OF AMERICA & Design", together with the good will of the business symbolized by this mark, and the U.S. Trademark Application Serial No. 78/184,032.

This Assignment is effective this 6 day of February, 2003.

By: 
Ray Sander, Scout Executive
Hiawatha Seaway Council, Inc.


Witness

Sworn to and subscribed before me this 6 day of February, 2003.


Notary Public, State of New York

CAMILLE A. DELUCIA
Notary Public in the State of New York
Qualifies in Onion Co No 01DE5021259
My Commission Expires Dec 13 2005

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is effective as of February 6, 2003 (hereinafter the "Effective Date") by and between: Boy Scouts of America, a federally chartered corporation organized and existing under the laws of the State of Texas, located at 1325 W. Walnut Hill Lane, P.O. Box 152079, Irving, Texas 75015-2079(hereinafter referred to as "Licensor"), and Hiawatha Seaway Council, Inc., a corporation organized and existing under the laws of the State of New York, located at 113 Twin Oaks Drive, Syracuse, New York 13206-1286, (hereinafter referred to as "Licensee").

WHEREAS, Licensee has assigned all right, title, and interest in and to the mark HIAWATHA SEAWAY COUNCIL ADIRONDACK SCOUT CAMPS BOY SCOUTS OF AMERICA & Design (the "Mark"), in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged together with the good will of the business which it represents, and all interest in and to U.S. Trademark Application Serial No. 78/184,032, to Licensor by an Assignment executed on February 6, 2003; and,

WHEREAS, Licensee desires to obtain an exclusive, perpetual, paid up license from Licensor to use the Mark for children's camp services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Definitions

In this Agreement, the following terms shall have the meanings set forth below:

"Services and Goods" shall mean the children's camp services and related goods sold by Licensee in connection with Licensee's children's camp services for Boy Scout councils and units.

"Territory" shall mean the United States of America, its territories and possessions, and other locations where Boy Scout councils and units exist.

"Licensee" shall mean Hiawatha Seaway Council, Inc.

2. Term

2.1 This Agreement shall be perpetual and shall continue in force unless and until terminated in the manner provided for herein.

3. Grant of License

3.1 Subject to the provisions of this Agreement, Licensor grants to Licensee, and Licensee accepts, an exclusive, paid-up license to use the Mark, as a whole, in the Territory solely in connection with the production, distribution, sale, and advertisement of the Services and Goods.

3.2 Licensee shall not use the Mark other than as provided in Section 3.1 hereof without the express written consent of Licensor. Licensor shall not use the Mark or any colorable imitation, nor permit any other use of such marks, without the express written consent of Licensee.

4. Quality Standards

4.1 Licensee agrees that the nature and quality of: (1) all services rendered by Licensee in connection with the Mark; (2) all goods produced, distributed or sold by Licensee under the Mark; and (3) all related advertising, promotional, and other related uses of the Mark by Licensee shall conform to standards set by, and be under the control of, Licensor. All such uses shall require prior written approval by Licensor. Any different usage also shall require prior written approval by Licensor. Said approvals shall not be unreasonably withheld.

4.2 Licensee agrees to cooperate with Licensor in facilitating Licensor's control of the nature and quality of the Services and Goods, to permit reasonable, periodic inspection of Licensee's operations, at reasonable times and with reasonable notice, and to supply Licensor with specimens of all uses of the Mark upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the production, distribution, sale and advertising of the Services and Goods.

4.3 Licensor and Licensee agree to meet periodically as needed to discuss and coordinate use of the Mark in connection with existing Services and Goods and in connection with such other programs and services as Licensee and Licensor agree to develop.

5. The Mark

5.1 Licensee shall use the Mark in connection with all Services. Where possible, Licensee will include the mark on Goods not already branded and/or on containers for the Goods. Licensee shall include all notices and legends with respect to the Mark as are or may be required by applicable federal, state, and local laws or which may be reasonably requested by Licensor.

5.2 Licensee acknowledges the ownership of the Mark by Licensor, agrees that it will do nothing inconsistent with such ownership, and that all use of the Mark by Licensee and all good will developed therefrom shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Mark other than the right to use the Mark in accordance with this Agreement and Licensee agrees that it will not attack the title of Licensor to the Mark or attack the validity of this Agreement.

5.3 Licensor agrees to pay all costs associated with obtaining and maintaining a U.S. trademark registration for the Mark.

6. Infringement

6.1 Licensee and Licensor shall notify each other promptly of any actual or threatened infringements, imitations, or unauthorized use of the Mark by third parties of which either party becomes aware. Licensor shall have the right, at its expense, to bring any action on account of any such infringements, imitations, or unauthorized use, and Licensee shall cooperate with Licensor, as Licensor may reasonably request, in connection with any such action brought by Licensor. If Licensor fails to bring an action for infringement, Licensee shall have the right to do so at its own expense. Either party may seek and retain reimbursement from the infringing party for costs of litigation, including attorney's fees. Licensee shall retain any and all amounts paid for damages in connection with any such action.

7. Indemnification

7.1 Licensee, at its expense, shall defend and indemnify, and save and hold Licensor harmless from and against any and all liabilities, claims, causes of action, suits, damages, including without limitation, suits for personal injury or death of third parties, and expenses, including reasonable attorneys' fees and expenses, for which Licensor becomes liable, or may incur or be compelled to pay by reason of Licensee's activities or breach of the terms of this Agreement, including but not limited to: (i) claims of infringement of any intellectual property right; or (ii) product liability suits by direct or indirect customers of Licensee.

8. Termination

8.1 Either party may terminate this Agreement in the event of a material breach by the other; provided, however, that the non-breaching party shall provide the other party with written notice of said breach. The party claimed to be in breach shall have the opportunity to cure such breach within sixty (60) days of said notice.

9. Effects of and Procedure on Termination

9.1 Upon termination of this Agreement by Licensor, Licensee shall be given a reasonable time to conclude active fund raising programs underway with councils or units. Thereafter, Licensee agrees to discontinue all use of the Mark and any term confusingly similar thereto, to destroy all printed materials bearing any of the Mark, and that all rights in the Mark and the good will connected therewith shall remain the property of Licensor.

9.2 Upon termination of this Agreement by Licensee for a material breach by Licensor, Licensor agrees to immediately re-assign the Mark, and the good will of the business which it represents, to Licensee and to not object to or challenge in any way use of the Mark by Licensee

in connection with the Services and Goods. Licensor agrees to take all steps necessary to provide Licensee with a recordable written assignment of the Mark and trademark registration.

10. Relationship of the Parties

10.1 The relationship of Licensee to Licensor is that of an independent contractor and neither Licensee nor its agents or employees shall be considered employees or agents of Licensor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Licensor and Licensee. Neither party shall have the right to bind the other to any obligations to third parties.

11. Assignment

11.1 This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

12. Notices

12.1 Any notice, demand, waiver, consent, approval, or disapproval (collectively referred to as "notice") required or permitted herein shall be in writing and shall be given personally, by messenger, by air courier, by telecopy, or by prepaid registered or certified mail, with return receipt requested, addressed to the parties at their respective addresses set forth below or at such other address as a party may hereafter designate in writing to the other party.

To: Licensor

Boy Scouts of America
Attn: David K. Park, Esq.
1325 West Walnut Hill Lane
P.O. Box 152079
Irving, Texas 75015-2079

To: Licensee

Hiawatha Seaway Council, Inc.
Attn: Ray Sander
113 Twin Oaks Drive
Syracuse, New York 13206-1286

Either party hereto may change its address for the purpose of this Agreement by giving the other party written notice of its new address.

12.2 A notice shall be deemed received on the date of receipt.

13. Applicable Law

13.1 The validity and interpretation of this Agreement shall be governed by the laws of the State of Texas.

14. Arbitration

14.1 The parties agree that any unresolved disputes between them shall be submitted to arbitration in accordance with the Commercial Rules of the American Arbitration Association. The decision of the arbitration panel shall be binding upon the parties and may be entered as an enforceable judgement in any court of competent jurisdiction.

15. Modification, Amendment, Supplement, or Waiver

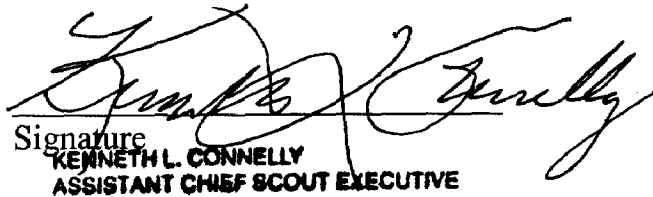
15.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

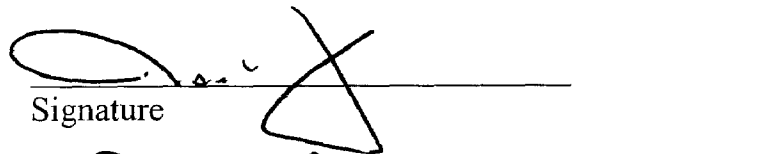
15.2 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

Boy Scouts of America (Licensor)

Hiawatha Seaway Council, Inc. (Licensee)


Signature
KENNETH L. CONNELLY
ASSISTANT CHIEF SCOUT EXECUTIVE


Signature
Raymond Lawson, Scout Executive

Printed Name & Title

Printed Name & Title