

5-22-03

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORD TRADEMARKS 102458233

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

AIDAN FOUNDATION

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 4/4/03

2. Name and address of receiving party(ies)

Name: NEW YORK LIFE INSURANCE COMPANY

Internal

Address:

Street Address: 51 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, Other

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 No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,544,784

Additional number(s) attached Yes No

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

Name: New York Life Insurance Company

Internal Address: Dennis T. Gagnon

Street Address: 51 Madison Avenue, Room #1104

City: New York State: NY Zip: 10010

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500702

(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.

Dennis T. Gagnon Name of Person Signing

Signature

5/20/03 Date

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

05/27/2003 ECOOPER 00000038 500702 2544784 01 FC:8521 40.00 CH

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

OFFICE OF PUBLIC RECORDS 2003 MAY 22 PM 4:05 FINANCE SECTION

TRADEMARK REEL: 002740 FRAME: 0080

## SCHEDULE C

### SELLER'S ASSIGNMENT AGREEMENT

#### **Seller's Assignment Agreement**

This Seller's Assignment Agreement ("Agreement") is entered into as of the April 4, 2003 by and between **New York Life Insurance Company** ("New York Life"), a New York State mutual insurance company, with its principal place of business at 51 Madison Avenue, New York, New York 10010, and **Aidan Foundation** ("Aidan"), a private foundation 501(c) organization (Federal Tax ID #62-6366112), with its principal place of business at 7564 Lindisfarne Lane, Franklin, TN 37064.

**WHEREAS**, Aidan owns all rights, title and interest in and to the names and marks listed on the attached Exhibit A attached herein and made a part hereof (collectively as the "Assigned Names and Marks");

**WHEREAS**, Aidan wishes to assign to New York Life all its right, title and interest to the Assigned Names and Marks; and

**WHEREAS**, New York Life desires to accept such assignment.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, it is agreed as follows:

1. **Assignment By Aidan**

- a. Aidan, for good and valuable consideration as set forth in the Purchase Agreement dated April 4, 2003 between Aidan and New York Life ("Purchase Agreement"), the receipt and adequacy of which is hereby acknowledged, hereby grants, conveys, transfers, assigns and delivers to New York Life all rights, title and interest that it may have as of the date hereof, in and to:

the Assigned Names and Marks, including any federal registrations, pending applications to register and any agreements by which Aidan has entered with third-parties relating to any of the Assigned Names and Marks, together with all of the goodwill of the businesses in connection with which the Assigned Names and Marks are used and which are symbolized by the Assigned Names and Marks, along with the right to recover for damages and profits for past infringements of any of the Assigned Names and Marks as to which no action has been initiated by Aidan as of the date hereof.

Aidan agrees to execute and deliver at the reasonable request of New York Life and at Aidan's sole cost and expense, all papers, instruments, and assignments, and to perform any other reasonable acts New York Life may require in order to vest in New York Life, all

of Aidan's rights, title, and interest in and to the Assigned Names and Marks and to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by New York Life, to the extent such evidence is in the possession or control of Aidan.


- b. Aidan represents and warrants that it is the sole owner of all the Assigned Names and Marks. Aidan has not assigned any of the Assigned Names and Marks.
- c. New York Life accepts and acknowledges that this Agreement grants, conveys, transfers, assigns and delivers to New York Life all of the rights, title and interest in and to the Assigned Names and Marks that Aidan holds or possesses as of the date of this Agreement.
- d. Aidan will add to Schedule A any names, marks, logos that were inadvertently left off.

**2. General**

The terms of the Purchase Agreement are hereby incorporated by reference. In the event of a conflict between the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein above set forth.

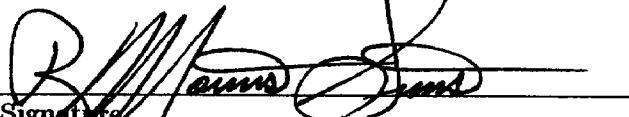
**Aidan Foundation**

  
\_\_\_\_\_  
Signature

RICHARD K. STIVRES  
\_\_\_\_\_  
Name

DIRECTOR  
\_\_\_\_\_  
Title

**New York Life Insurance Company**

  
\_\_\_\_\_  
Signature

B. Morris SIMS  
\_\_\_\_\_  
Name

Vice President  
\_\_\_\_\_  
Title

**EXHIBIT A****Trademarks/Service Marks (Registered and Common Law)**

<b>Mark</b>	<b>Federal Registration #</b>	<b>Date of First Use &amp; Date of First Use in Commerce</b>	<b>Date of Assignment &amp; Assignee Name</b>
<b>MACRO ASSET PERSPECTIVE</b>	<b>No. 2544784</b>	<b>11/22/1999</b>	<b>Feb 22, 2003 To Aidan Foundation</b>
<b>MAP</b>	<b>Common Law</b>	<b>11/22/1999</b>	<b>Feb 22, 2003 To Aidan Foundation</b>
<b>MAP Logo</b>	<b>Common Law</b>	<b>11/22/1999</b>	<b>Feb 22, 2003 To Aidan Foundation</b>

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



A handwritten signature in black ink, appearing to read "Terri Tregarthen".

*Director of the United States Patent and Trademark Office*