



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Electronic Trademark Assignment System

03-28-2005



t

Your assignment has been rec
The coversheet of the assignn.

102862692

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

MRD
1/11/05

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I.P. International, Inc.		10/29/2003	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Stern and Associates		
Composed Of:	COMPOSED OF Kenneth A. Stern, P.C. Lawrence D. Korn, P.C.		
Also Known As:	Stern & Associates		
Street Address:	39500 High Pointe Boulevard		
Internal Address:	Suite 450		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48375		
Entity Type:	Partnership: MICHIGAN		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2274796	1-888-4 MY CHILD	
Serial Number:	76007212	4-MY-CHILD	

Serial Number:	76007211	4-MY-CHILD
Serial Number:	76051449	FOR MY CHILD
Serial Number:	75982655	FOR MY CHILD
Registration Number:	2487957	LIFE CARE
Registration Number:	2472064	1-877-CPNEEDS
Registration Number:	2423624	1-888-4 MEDMAL
Registration Number:	2508918	FOR HELP AND HOPE THAT WILL CHANGE YOUR LIFE
Registration Number:	2692500	4MYCHILD 1-800-4MYCHILD

CORRESPONDENCE DATA

Fax Number: (248)566-8505
 Correspondence will be sent via *US Mail when the fax attempt is unsuccessful.*
 Phone: 248-566-8504
 Email: tmocketing@honigman.com
 Correspondent Name: Honigman Miller Schwartz and Cohn LLP
 Address Line 1: 32270 Telegraph Road
 Address Line 2: 225
 Address Line 4: Bingham Farms, MICHIGAN 48025

*503145
 Charge
 165.00
 Per Michael
 Lisi*

NAME OF SUBMITTER:	Michael A. Lisi
Signature:	/Michael A. Lisi/
Date:	01/11/2005 <i>C date submitted</i>

Total Attachments: 22
 source=IPAA#page1.tif
 source=IPAA#page2.tif
 source=IPAA#page3.tif
 source=IPAA#page4.tif
 source=IPAA#page5.tif
 source=IPAA#page6.tif
 source=IPAA#page7.tif
 source=IPAA#page8.tif
 source=IPAA#page9.tif
 source=IPAA#page10.tif
 source=IPAA#page11.tif
 source=IPAA#page12.tif
 source=IPAA#page13.tif
 source=IPAA#page14.tif
 source=IPAA#page15.tif
 source=IPAA#page16.tif
 source=IPAA#page17.tif
 source=IPAA#page18.tif
 source=IPAA#page19.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on October 29, 2003, by and between I.P., Inc., a Barbados corporation, and I.P. International, Inc., a Cayman Islands corporation, which corporations are herein collectively referred to as "Assignors," and Stern and Associates, a Michigan co-partnership ("Assignee").

WHEREAS, either or both Assignors together, separately, or between themselves, hold legal title to all of the intellectual property listed on Schedule A attached hereto (the "Intellectual Property"), including the trademarks, service marks, trade names, domain names, whether registered or unregistered, and all registrations and applications for registration for the foregoing.

WHEREAS, Assignors now desire to assign, and Assignee desires to receive an assignment of, the Intellectual Property.

WHEREAS, a portion of the trademarks, service marks and trade names comprising the Intellectual Property have been filed with the United States Patent and Trademark Office as intent-to-use applications and are not assignable, unless (a) the assignment is to a successor to the applicant's business, or portion of the business to which that mark pertains, if that business is ongoing and existing, or (b) the applicant has filed an amendment to allege use of the mark in commerce.

WHEREAS, only Assignee has at any time owned and only Assignee currently owns at any time the business capable of using the Intellectual Property in commerce, and Assignee has hereto used such trademarks and trade names in the conduct of Assignee's business with such use being authorized without payment therefor in consideration of Assignors having devised such trademarks and trade names in the first instance.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignors hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, Assignors' entire right, title, and interest in and to the Intellectual Property, including

(a) all trademarks and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof, and

(b) all domain names and all common-law trademark or service-mark rights derived from the domain name as well as all copyright and other intellectual property or other proprietary rights based on or related to the domain names.

2. FURTHER ASSISTANCE.

(a) Assignors hereby covenant and agree that the Assignors will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the Intellectual Property with any government office or with any ICANN-Accredited Registrars.

(b) Assignors hereby constitute and appoint each officer of each corporation holding any equity interest in Assignee as their true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignors but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Intellectual Property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignors or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, that the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Intellectual Property, and to do all acts and things in relation to the Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

3. TRANSFER OF DOMAIN NAMES

Assignors shall make available all account information, administrative contact information, and any other information necessary to effect the transfer of the domain names listed in Schedule A attached hereto. Assignors herein grant power of attorney to each of each member of Dykema Gossett PLLC, and each of Kenneth A. Stern and Lawrence D. Korn, to execute necessary documents in the name of Assignors and Assignee to perfect title to domain names.

4. REPRESENTATIONS AND WARRANTIES

(a) Schedule A sets forth a complete and accurate list of all (1) trademark and service mark registrations and applications therefor, and (2) domain names, that form part of the Intellectual Property, indicating for each, where applicable, (i) the jurisdiction and (ii) the registration or application number.

(b) Assignors have all right, title, and interest in and to the Intellectual Property free and clear of any attachments, liens or encumbrances and are listed in the records of the appropriate United States, state or foreign agency as the sole owners of record for each patent, registration, or application listed on Schedule A.

(c) Except as indicated on Schedule A, the Intellectual Property is valid and subsisting, in full force and effect, and has not been cancelled, expired, or abandoned. No written or, to Assignors' knowledge, oral claim has been made, asserted, or threatened, or is

pending against Assignors based upon, challenging or seeking to deny or restrict the use or exploitation by Assignors of any of the Intellectual Property.

(d) The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any of the Intellectual Property and will not require the consent of any governmental authority or third party in respect of the Intellectual Property. Further all rights of Assignors in each item of Intellectual Property are transferable to Assignee as contemplated by this Agreement.

(e) No settlements, forbearances to sue, consents, judgments, or orders or similar obligations (i) restrict Assignors' rights to use any Intellectual Property or (ii) permit third parties to use the Intellectual Property. Assignors have not licensed or sublicensed its rights in any Intellectual Property.

(f) To the extent indicated in Schedule A, the Intellectual Property has been duly registered in, filed in, or issued by, the offices indicated in Schedule A.

(g) To the best of Assignors' knowledge, no third party is infringing, misappropriating, diluting, or violating any Intellectual Property.

(h) No written or, to Assignors' knowledge, oral claim has been made, asserted or threatened, or is pending against Assignors alleging that the use or exploitation of the Intellectual Property conflicts with or otherwise infringes or misappropriates the rights or property of any third party.

(i) To the best of Assignors' knowledge, there are no claims against its use or registration of the domain names listed in Schedule A.

(j) Assignors promise to refrain from operating or owning a domain name or web site related to the current or projected business of Assignee.

5. MISCELLANEOUS PROVISIONS

(a) Governing Law. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Michigan (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).

(b) Reformation and Severability. In the event that any provision contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

(c) Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach

or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

(d) No Third-Party Beneficiaries. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person who or which is not a party hereto (or a permitted assign or successor to such party).

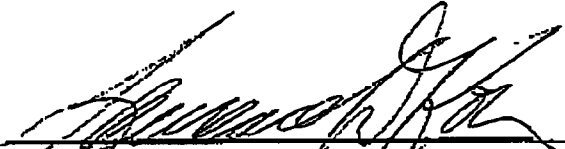
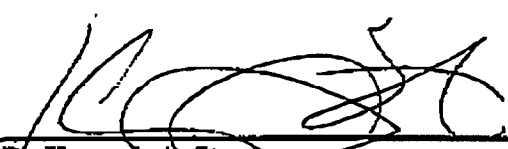
(e) Headings, Exhibits and Schedules. The headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Exhibits and Schedules referred to herein are attached hereto and incorporated herein by this reference.

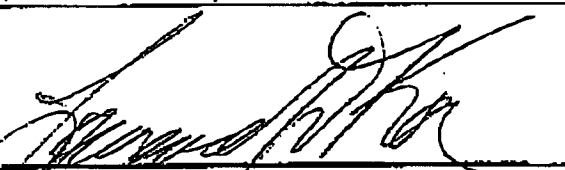
(f) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute a full and complete Agreement.

(h) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(i) Composition. Along with the Adjustment Agreement executed on October 23, 2003 by certain of the parties hereto, this Agreement contains the entire understanding of the parties regarding the rights in the Intellectual Property.

I.P., Inc.	Stern and Associates
	
By Lawrence D. Korn Its Western Hemisphere Attorney	By Kenneth A. Stern As President of Stern and Associates's co-partner, Kenneth A. Stern, P.C.
Date: October , 2003	Date: October , 2003

I.P. International, Inc.

By Lawrence D. Korn Its Western Hemisphere Attorney
Date: October , 2003

SCHEDULE A

I. Trademarks/Service Marks Registrations and Applications

Country	Mark/(Notes)	Reg. No.	Reg. Date	App. No.	Filing Date
United States	1-888-4 MY CHILD	2,274,796	08/31/1999	75/254,362	03/10/1997
United States	4-MY-CHILD			76/007,212	03/22/2000
United States	4-MY-CHILD			76/007,211	03/22/2000
United States	4-MY-CHILD			75/913,959	02/09/2000
United States	4 MY CHILD AND DESIGN	2,692,500	03/04/2003	76/342,094	11/27/2001
United States	1-888-4-MEDICAL	2,423,624	01/23/2001	75/254,360	03/10/1997
United States	LIFE CARE	2,487,957	09/11/2001	75/440,728	02/17/1998
United States	1-877-CPNEEDS	2,472,064	07/24/2001	75,632,297	01/29/1999
United States	FOR HELP AND HOPE THAT WILL CHANGE YOUR LIFE	2,508,918	11/20/2001	75/913,960	02/09/2000
United States	FOR MY CHILD			76/051,449	05/18/2000
United States	FOR MY CHILD			75/982,655	05/18/2000
United States	FORMYPARENT			76/124,271	09/07/2000
United States	CEREBRALPALSY.NET			78/163,322	09/12/2002
United States	CEREBRALPALSY.INFO			78/163,293	09/12/2002
United States	CEREBRALPALSY.LAW			78/163,283	09/12/2002
United States	CEREBRALPALSY.BIZ			78/163,272	09/12/2002
United States	CEREBRALPALSY.MED			78/163,260	09/12/2002

II. Unregistered Trademarks/Service Marks

The name "BULL DOG LAWYERS"