

05-25-2005



S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

OFFICE OF PTO RECORDS
Form PTO-1592 (Rev. 03/05)

OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDED 103009703

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-20-05

1. Name of conveying party(ies):

Stan S. Stanton
Huntress Real Estate Executive Search

- Corporation
- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Marilyn J. Huntress

Internal _____

Address: _____

Street Address: 1062 W. Union Bell Dr.

City: Green Valley

State: Arizona

Country: USA Zip: 85614

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Individual Citizenship USA

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2683828

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HUNTRESS REAL ESTATE EXECUTIVE SEARCH

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

Name: Peter B. Goldman

Internal Address: _____

Street Address: 250 North Meyer Ave.

City: Tucson

State: AZ Zip: 85701

Phone Number: 520-622-7733

Fax Number: 520-622-7967

Email Address: pbgoldman@1fagb.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Edith I. Rudder for
Signature

5.20.2005

Date

Peter B. Goldman / Edith I. Rudder

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003195 FRAME: 0779

CONSENT AGREEMENT

This Consent Agreement ("Agreement") is made and entered into this 17 day of March, 2005, by and between Marilyn J. Huntress and Huntress Real Estate Executive Search, their agents, officers, representatives, and assigns (collectively, "Huntress"), and Stan S. Stanton and Huntress Real Estate Executive Search Corporation, a Delaware corporation, their agents, officers, representatives, and assigns (collectively, "Stanton"), hereinafter collectively referred to as the "Parties".

RECITALS

A. Since May, 2003, the Parties have been adversaries in Cancellation Proceeding No. 92042113, before the United States Trademark Trial and Appeal Board (the "Litigation"). In the Litigation the Parties dispute ownership of the trademark "**HUNTRESS REAL ESTATE EXECUTIVE SEARCH**" registered to Huntress, U.S. Registration No. 2,683,828 (the "Mark").

B. During the course of the Litigation the Parties agreed that the services they provide and offer in commerce are competing, are marketed through the same channels of trade, and are purchased by the same consuming public.

C. The Parties also agreed that they market their goods to sophisticated purchasers of considerable expertise who make their purchases carefully and thoughtfully.

D. The Parties now wish to settle the Litigation.

E. On this date, the Parties have entered into that certain Settlement Agreement and Mutual Release of Claims (the "Settlement Agreement") with the express intention to resolve with finality any and all disputes, litigations and controversies between them relating in any way



to the ownership by Huntress of the trademark "HUNTRESS REAL ESTATE EXECUTIVE SEARCH" including a complete and mutual release by and between the Parties. The Settlement Agreement is attached hereto and is incorporated herein by reference as though fully set forth.

F. With the Settlement Agreement, the Parties have memorialized their intention to avoid confusion in the market place while offering their services to the same consuming public.

G. In entering into the Settlement Agreement, it was and is the intention and agreement of the Parties that Huntress shall own and retain the Mark and all rights thereto and continue to offer its goods and services to the consuming public under the Mark, "HUNTRESS REAL ESTATE EXECUTIVE SEARCH", U.S. Registration No. 2,683,828, and that Stanton may use the Mark concurrently to offer the same service, i.e., real estate executive searches.

H. In this way, the Parties intend and agree that their respective trademarks will not cause any confusion in the market place.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, and intending to be legally bound thereby, the Parties agree as follows:

SUBSTANTIVE PROVISIONS

1. The Parties agree that they are familiar with use of their services in the market place, that they each have an interest in precluding confusion in the market place, and that this Agreement is designed to avoid confusion in the market place.

2. The Parties agree that Stanton's marketing of its services under the Mark "Huntress Real Estate Executive Search" and Huntress' marketing of its services under the Mark "Huntress Real Estate Executive Search" are in keeping with the Settlement Agreement and will not cause confusion in the market place.



3. The Parties agree that they are competitors well acquainted with the realities of the market place and the channels of trade in which they compete.

4. The Parties agree that their consuming public consists of purchasers whose decision to purchase is based upon a careful study of the services offered. This careful study, typically a complicated procedure, includes consumer testing and/or inspection of their services, and the prospective purchaser's study of its needs and budgetary requirements.

5. The Parties agree that they are competitors who have been marketing their services for some years, that there has been concurrent use of their services by the consuming public, and that there has been no evidence of actual confusion or likely confusion since April 25, 2003, when they terminated their working relationship and went their separate ways.

6. The Parties agree that the cost of their services discourages impulse purchasing.

CONSENT

7. The Parties consent and agree that Huntress owns all right, title and interest in and to the Mark except as provided herein.

8. Stanton consents and agrees that it does not and will not oppose Huntress's rights in the Mark, and that the Litigation will be dismissed with prejudice.

9. Huntress consents and agrees that it does not and will not oppose Stanton's use of the Mark.

10. Stanton consents and agrees that Huntress' use of the Mark to market its services so offered are not likely to cause and will not cause confusion in the market place or injury to Stanton.

11. Huntress consents and agrees that Stanton may use the Mark to market its services



and that services so offered are not likely to cause and will not cause confusion in the market place or injury to Huntress.

12. The Parties agree that if, as a consequence of the use in commerce of the Mark, confusion occurs in the marketplace they will work together to dispel it.

MISCELLANEOUS PROVISIONS

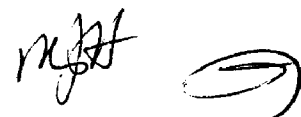
13. Recitals. The Parties acknowledge that the foregoing Recitals are true and accurate and form a material part of this Agreement, and are incorporated into the terms and conditions herein by this reference.

14. The Settlement Agreement. The Settlement Agreement is incorporated into the terms and conditions of this Agreement by this reference.

15. Termination; Transfer By Sale Only; Non-Compete; First Refusal. Should Stanton use the Mark for any purpose other than offering real estate executive search services in commerce, all Stanton's rights in the Mark are terminated immediately, automatically and without notice. Stanton may only transfer its rights in the Mark subject to Stanton's fulfillment of the following requirements:

a) Transfer by Sale Only. Stanton shall not transfer its rights in the Mark except: i) to Huntress or ii) by sale to a third party offering real estate executive search services in commerce.

b) Non-compete. Stanton shall not, under any circumstances, transfer any rights in the Mark to any third party offering real estate executive search services in commerce in the United States during the ten-year (10-year) period commencing March 31, 2000 and ending March 31, 2010.

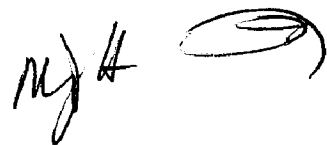


c) First Refusal. Huntress shall have the Right of First Refusal to purchase Stanton's concurrent use of the Mark, which Right of First Refusal shall be exercised prior to the transfer by Stanton of any rights in the Mark to a third party, as follows: i) the third party's agreement to purchase shall be reduced to a notarized writing that shall include at least the name and address of the third party, the price the third party has agreed to pay for such transfer, and the third party's signature; ii) Stanton shall then tender to Huntress a copy of the third party's notarized agreement to purchase; iii) Huntress shall have sixty (60) days in which to meet the price agreed upon by the third party or to refuse to do so; iv) Huntress' response shall be reduced to a writing and shall be tendered to Stanton; v) Stanton shall not transfer its concurrent use of the Mark to a third party until it has received Huntress' refusal to purchase such use; vi) if Huntress agrees to pay Stanton the price agreed upon by the third party, Stanton shall transfer its concurrent use in the Mark to Huntress.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto.

17. Controlling Law; Jurisdiction, Venue. This Agreement shall be governed by and construed under the laws of the State of Arizona excluding its choice of law provisions. The Parties submit to the personal jurisdiction of the State of Arizona. Venue for the resolution of any disputes arising under the terms of this Agreement shall be adjudicated only in Pima County, Arizona, and not elsewhere.

18. Binding Effect; Amendment. The Parties expressly acknowledge and agree that this Agreement has been entered into in good faith and is binding upon and shall inure to the benefit of the Parties and their respective officers, agents, representatives, affiliates, successors,

Handwritten signature and initials, possibly 'MJH', with a circular scribble to the right.


and assigns. This Agreement may be amended only by a writing signed on behalf of each party.


19. Attorney's Fees. In the event either of the Parties initiates legal proceedings to enforce the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of its costs and attorney's fees incurred in connection with that legal proceeding.

20. Construction. The Parties acknowledge that this Agreement was reached as a result of negotiations between competent Parties. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting a document. It shall be construed neither for nor against Huntress or Stanton, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties.


WHEREFORE, the Parties have executed this Agreement through their duly authorized officers on the date originally set forth above.


HUNTRESS REAL ESTATE EXECUTIVE SEARCH


By: MARILYN J. HUNTRESS
Its: OWNER


Marilyn J. Huntress

HUNTRESS REAL ESTATE EXECUTIVE SEARCH CORPORATION


By: STAN S. STANTON
Its: President


Stan S. Stanton

