

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederick E. Storms		06/23/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Myles L. Berman		
Street Address:	9255 Sunset Blvd.		
Internal Address:	Suite 720		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2904094	FRIENDS DON'T LET FRIENDS PLEAD GUILTY	
CORRESPONDENCE DATA			
Fax Number:	(310)586-0281		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 586-7700		
Email:	simpsonk@gtlaw.com		
Correspondent Name:	Louis J. Bovasso, Esq.		
Address Line 1:	2450 Colorado Avenue		
Address Line 2:	Suite 400E		
Address Line 4:	Santa Monica, CALIFORNIA 90404		
ATTORNEY DOCKET NUMBER:	70143-010200		
NAME OF SUBMITTER:	Louis J. Bovasso		
Signature:	/louis j. bovasso/		

CH \$40.00 2904094

Date:

08/03/2006

Total Attachments: 5

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SETTLEMENT AGREEMENT, GENERAL
MUTUAL RELEASE AND LICENSE AGREEMENT

THIS SETTLEMENT AGREEMENT, MUTUAL RELEASE AND LICENSE AGREEMENT (the "Agreement") is made and entered into by and between Applicant, Myles L. Berman, ("Berman") and Registrant Frederick E. Storms ("Storms"), as of the last date of signing of this Agreement by both parties.

1. Recitals. This Agreement is entered into in consideration of the following facts:

a) On May 26, 2004, Berman filed Application Serial No. 76/594,075 in the U.S. Patent and Trademark Office ("PTO") to register a concurrent use in California in the service mark "Friends Don't Let Friends Plead Guilty" ("Mark");

b) On July 12, 2005, the Trademark Trial and Appeal Board ("TTAB") instituted concurrent use proceedings 94002109 between Berman and Storms based on Storms' ownership of Federal Registration No. 2,904,094 for legal services to determine the issue of Berman's entitlement to a concurrent use registration for the State of California;

c) Berman claims that he adopted the Mark in California in good faith prior to knowledge of Storms' use of the Mark and filing of Application Serial No. 76378156 for Registration No. 2904094 on March 4, 2002;

d) Storms claims that Berman did not adopt the Mark in California in good faith before knowing of Storms' use, and thus a controversy exists between the parties regarding use of the Mark in California and the ongoing Concurrent Use Proceeding before the TTAB (hereinafter "Controversy");

e) Berman and Storms wish to settle the Controversy and to sever, release, discharge and terminate any and all claims, demands, controversies, causes of action, damages, rights, liabilities, and obligations between Berman, on the one hand, and Storms, on the other hand, which arise out of or are in any way connected with the Controversy;

2. Agreements. For and in consideration of their mutual promises, covenants, and other good and valuable consideration, the parties hereto covenant and agree as follows:

a) Storms hereby grants a fully paid up, exclusive non-transferable (except as indicated in paragraph 4 of this Agreement) license to Berman to use the mark for legal services only in the State of California ("License");

b) Berman shall have the right to advertise the Mark in conjunction with his services including business cards, direct mail solicitation, firm brochures, letterhead and the like, and all media originating or circulating within the State of California and any newspapers, bar journals, trade newsletters, internet usage, etc. that may circulate outside of the State of California;

c) Storms agrees not to use the Mark in California for legal services nor grant a license to anyone regarding use of the Mark, or any mark confusingly similar thereto, within the State of California as long as this License is in effect;

d) Berman agrees to use the Mark in conjunction with his legal services in a professional manner and to advise Storms at the time that any payments are made to Storms as provided in paragraph 2(e) of this Agreement, that Berman is currently a member in good standing with the State Bar of California;

e) In return for said License, and the mutual releases under this Agreement, Berman agrees to make interest-free payments to Storms as follows:

(1) A first payment of \$10,000 within thirty days of the date of signing of this Agreement by both parties (whichever is later);

(2) A second payment of \$10,000 by May 31, 2007;

(3) A third payment of \$10,000 by May 31, 2008;

(4) A fourth payment of \$10,000 by May 31, 2009; and

(5) A fifth payment of \$5,000 by May 31, 2010.

Should Berman fail to make any such payments listed above and within 30 days after written notice to Berman by Storms to make any payments, and Berman fails to make such payments, this agreement will terminate, and Berman agrees to stop use of the Mark and shall have 6 months to phase out use of the Mark.

f) Upon execution of this Agreement by both parties, within 10 days thereafter, the parties agree to file a Stipulated Dismissal with prejudice of the Concurrent Use Proceeding No. 94002109 and Berman agrees to withdraw application Serial No. 76/594,075 with prejudice.

3. Transferability.

a) This license is non-transferable except that, upon written notice to Licensor, and payment of \$10,000 to Licensor, Licensee shall have the right to transfer this license, along with the business related thereto, and the obligations to Licensor provided for in this Agreement, to any family member, excluding in-laws, who is a member in good standing of the State Bar of California;

b) Licensee shall also have the right to transfer this license, along with the business related thereto, and the obligations to Licensor provided for in this Agreement, to anyone, upon the payment of \$15,000 to Licensor, who is a member in good standing of the State Bar of California;

c) Any such transferee in paragraphs 3(a) and (b) of this Agreement shall agree to all terms and conditions of this License and shall have the right to effect a future transfer of said License under the same terms and conditions to anyone else upon payment to Licensor of \$10,000 (for any family member of Licensee, excluding in-laws) or upon payment to Licensor of \$15,000 for anyone else who is not a family member.

4. Infringement. Should a third party infringe the Mark in the State of California, Licensee has the right to either request that Licensor proceed against such infringer at Licensor's discretion, or to proceed against any such infringer at his own cost and expense. Licensor agrees to cooperate with Licensee and his attorneys in any such legal proceeding, at no cost or expense to Licensor. Any recovery by Licensee in any such legal proceeding shall be distributed 70-30 between Licensor (30%) and Licensee (70%) after deduction of all mutually agreed upon costs and fees incurred by Licensee in any such litigation. In case of any infringers outside the State of California, including those advertising over the internet or other media, but not actually providing services in the State of California, both parties agree to discuss how to handle any such infringer.

5. Maintenance of Mark. Licensor agrees to maintain the Mark. Should Licensor transfer or otherwise assign any right to the Mark in issue to any third party, Licensor shall require in any such transfer or assignment that such third party be bound by the terms and conditions of this Agreement. Should Licensor decide to sell his rights in the Mark anywhere in the United States, other than in conjunction of the sale or transfer of his legal practices to a third party, Licensor agrees to give Licensee the right of first refusal to purchase rights in the Mark.

6. Termination. The License granted herein shall terminate if the Licensor or current owner of the Mark does not maintain the Mark, or abandons use thereof, and the Mark is stricken from the Federal Register. Licensee shall not be relieved of his obligations under paragraph 2(e) of this Agreement.

7. Berman's Release. Berman does hereby forever release and discharge Storms and any and all of his past or present agents, servants, employees, officers, directors, predecessors, successors, assigns, assignors, attorneys and insurers from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected arising out of or in any way related to the actions, conduct, omissions or events alleged herein, except as to any claims that may arise out of the breach of this Agreement by Storms.

8. Storms' Release. Storms does hereby forever release and discharge Berman and any and all of his past or present agents, servants, employees, officers, directors, predecessors, successors, assigns, assignors, attorneys and insurers from any and all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, arising out of or in any way related to the actions, conduct, omissions or events alleged herein, except as to any claims that may arise out of the breach of this Agreement by Berman.

9. Waiver of Section 1542 of the California Civil Code. It is the intention of the parties hereto that the foregoing mutual release shall be effective insofar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected hereinabove specified to be so barred. In furtherance of this intention, the parties hereto expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which are as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The parties hereto hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. The parties hereto expressly consent that this release shall be given full force and effect in accordance with each and all of its expressed terms and provisions, relating to unknown and unsuspected claims, demands, and causes of action relating to matters herein recited, if any, to the same effect as those terms and provisions relating to any other claims, demands and causes of action hereinabove specified in paragraphs 7 and 8.

10. Governing Law. The parties hereby agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

11. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written Agreement executed by the parties in the interest at the time of the modification.

13. Counterparts. This Agreement may be executed in counterparts by the parties hereto and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all the parties hereto, notwithstanding that all parties are not signatory to the original or the same counterpart. Each of the parties hereto shall sign a sufficient number of counterparts so that each party will receive a fully executed original of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written Agreement signed by all of the parties hereto.

15. Advice of Counsel. The parties hereto, and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements covering any matters made by the other parties hereto or by any person representing him.

16. Knowing and Voluntary Execution. The parties hereto and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.

Date: 7/12/06

Myles L. Berman
MYLES L. BERMAN

Date: 23 Jun 2006

Frederick E. Storms
FREDERICK E. STORMS

APPROVED AS TO FORM AND CONTENT

GREENBERG TRAURIG, LLP

EGGINK & EGGINK

By: Louis J. Bovasso
Louis J. Bovasso
Attorneys for Myles L. Berman

By: Anthony G. Eggink
Anthony G. Eggink
Attorneys for Frederick E. Storms

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