

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Spinal Association, Inc.		07/15/2005	NY not-for-profit corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WWP, Inc.		
Street Address:	7020 A.C. Skinner Parkway, Ste. 100		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	VA Nonstock Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3001447	WOUNDED WARRIOR PROJECT	
CORRESPONDENCE DATA			
Fax Number:	(540)345-8849		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	540 345 8848		
Email:	charlie@nave-law.com		
Correspondent Name:	Charles H. Nave, Esq.		
Address Line 1:	1225 Third Street SW		
Address Line 4:	Roanoke, VIRGINIA 24016		
NAME OF SUBMITTER:	Charles H. Nave, Esq.		
Signature:	/chn/		
Date:	12/15/2006		
Total Attachments: 13			

OP \$40.00 3001447

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## AGREEMENT

SEPARATION AGREEMENT ("Agreement") dated as of July 15, 2005 ("Effective Date") between United Spinal Association, a not-for-profit corporation organized and existing under the laws of the State of New York with offices at 75-20 Astoria Blvd., Jackson Heights, NY 11370 which is recognized by the IRS as tax exempt pursuant to Internal Revenue Code Section 501(c)(3) ("USA"), and WWP, Inc., a Virginia nonstock corporation, with offices located at 711 5<sup>th</sup> Street, NE Roanoke, VA 24016-2123 ("WWP").

## PRELIMINARY STATEMENTS

WHEREAS, USA's primary mission is to enhance the lives of individuals with spinal cord injury or disease by ensuring quality health care, promoting research, advocating for civil rights and independence, educating the public about these issues, and enlisting its help to achieve these fundamental goals;

WHEREAS, the "Wounded Warrior Project" is a program which was operated by USA and administered by its employees to raise funds to address the concerns of wounded service members;

WHEREAS, USA has solicited and received contributions earmarked for its Wounded Warrior Project program;

WHEREAS, USA wishes to separate its operations from those of the Wounded Warrior Project;

WHEREAS, certain employees who had been responsible for administering the Wounded Warrior Project for USA (the "WWP Employees"), with the financial support of USA, formed the corporate WWP. WWP is a separate and distinct not-for-profit corporation awaiting recognition from the Internal Revenue Service pursuant to Internal Revenue Code § 501(c)(3) whose purpose is to continue and expand the programs of the Wounded Warrior Project;

WHEREAS, USA has filed a pending actual use registration application with the United States Patent & Trademark Office concerning the service marks and/or trademarks and URL depicted and described in Exhibit A attached hereto and made a part hereof (collectively, the "Marks");

WHEREAS, USA desires to license and then assign to WWP all of USA's rights, title, and interest that it may have in and to the Marks within the United States, together with the goodwill of the project(s) and/or program(s) in connection with which the Marks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Marks; and

WHEREAS, WWP is desirous of acquiring any and all rights that USA may have in and to the Marks together with the goodwill of the project(s) and/or program(s) in connection with

which the Marks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Marks.

WHEREAS, WWP further desires to use the Marks to continue pursuing the charitable purpose of the Wounded Warrior Project and its own charitable purpose, which are materially identical, upon the terms, conditions and limitations set forth herein;

WHEREAS, USA wishes to define its relationship with WWP, to avoid unnecessary competition with WWP, to faithfully exercise its fiduciary responsibility to the donors that contributed to the Wounded Warrior Project, and to ensure that the Marks are henceforth used and protected in a manner consistent with their use and protection thus far;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Rights to Marks**

- 1.1. **License of Marks:** USA grants WWP the exclusive right to use the Marks together with the goodwill of the project(s) and/or program(s) connected with the use of, and that is symbolized by, the Marks. The license is granted for use by WWP solely in connection with WWP's efforts to raise money for wounded veterans of the United States military, to educate the public regarding the needs of said veterans, and to provide services to said veterans. USA hereby includes within the License of the Marks to WWP the right to sublicense the Marks subject to the restrictions detailed in this Agreement.
- 1.2. **License Period:** The License Period shall last from the Effective Date until the last Program Donations are expended, the last Other Donations are expended, and a final accounting of these funds has been provided to USA by WWP as contemplated in section 6.8.
- 1.3. **Prior Approval:** Any and all uses, including sublicenses, of the Marks by WWP shall be subject to USA's prior approval, such approval not to be unreasonably withheld. Notice of intent to use a Mark shall be sent by WWP to USA as provided in section 10. USA shall give its disapproval, if any, as provided in section 10 and within seven (7) consecutive days after USA's receipt of such written request. If USA fails to give a timely, effective disapproval within that seven day period, such failure shall be deemed to be USA's approval.
- 1.3.1. **Time to Cure & Arbitration:** If USA disapproves of WWP's intended use of the Marks in a particular instance, the parties shall have five (5) consecutive days to resolve the issue between them. If the issue cannot be resolved amicably, WWP will have, within 15 days of the expiration of said five (5) day period, the option of bringing the issue to arbitration. Arbitration will be conducted in the New York City metropolitan area and administered by the American Arbitration Association in accordance with its Commercial Arbitration

Rules. The sole issue before the Arbitrator shall be whether USA's disapproval was reasonable. Regardless of the Arbitrator's decision, the finding shall not be considered a material breach of this Agreement. The prevailing party's costs in connection with the Arbitration, including attorney's fees, shall be paid by the non-prevailing party.

- 1.3.2. Existing Uses Shall Continue: Any and all uses of the Marks that had already been approved by USA as of June 30, 2005 shall be allowed to continue during the License Period and WWP shall not be required to seek reapproval for such uses.
- 1.4. Assignment: Providing that License has not been revoked as provided in 1.5 at the end of the License Period, USA, effective at the end of the License Period, assigns and conveys to WWP all rights, title, and interest that USA may have, free and clear of any liens or encumbrances, in and to the Marks as used or any portion thereof, together with the goodwill of the project(s) and/or program(s) connected with the use thereof, and that is symbolized by, the Marks, along with the USA's right to recover for damages and profits for any past infringements of the Marks. If the License has been revoked as provided in 1.5 before the end of the License Period, this assignment shall be null and void and USA will retain its interest in the Marks.
- 1.4.1. Perfection of Assignment: At the time of the Assignment, whenever it may occur, USA shall provide WWP with all original certificates of registration in USA's possession for the Marks. USA shall authorize WWP to perfect the assignment.
- 1.4.2. Future Assurances: In the event that the conditions set forth in Section 1.5 are met, WWP shall prepare the appropriate documentation necessary which, upon execution, shall cause the Marks to be assigned to WWP. USA agrees that upon the written request of WWP, it shall deliver all papers and do all other acts reasonably necessary to enable WWP to prepare the assignment documents and for the parties to carry out the intent of this Assignment such that all of USA's right, title, and interest in and to the Marks shall vest in WWP. .
- 1.4.3. Binding Effect. This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.
- 1.4.4. Applicable Law. This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the State of New York without reference to its conflict of laws provisions.
- 1.4.5. Recordation. WWP shall have the right to record freely this Assignment once it occurs, as WWP deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

- 1.5. Revocation of License and Future Assignment: If, at any time during the License Period, USA determines that there are grounds, as defined in section 1.5.1 and the subsections thereof, for revoking the License and Future Assignment of the Marks, USA shall formally notify WWP as provided in section 10. If the matter cannot be resolved to USA's satisfaction within thirty (30) days, WWP shall cease and desist using all the Marks or within 10 days of the expiration of the cure period file appropriate papers to submit the matter to arbitration. Arbitration will be conducted in the New York City metropolitan area and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The sole issue before the Arbitrator shall be whether there are grounds to revoke the License. The only grounds that the Arbitrator will consider are those defined in section 1.5.1 and the subsections thereof. USA's right to revoke the License of the Marks to WWP is not transferable to any other party without the express written consent of WWP.
- 1.5.1. Grounds for Revocation of License and Future Assignment: A revocation of WWP's rights to the Marks shall occur upon and only upon one or more of the following grounds:
- 1.5.1.1. Revocation Grounds / Inconsistency: WWP is using or allowing or has used or allowed a Mark or the Marks to be used in a manner that is inconsistent with the goal of providing aid to wounded and/or disabled U.S. servicemen and servicewomen.
- 1.5.1.2. Revocation Grounds / Disrepute: WWP has used a Mark or the Marks in a manner which has allowed it or them to be brought into disrepute or has made any fraudulent or misleading statement.
- 1.5.1.3. Revocation Grounds / Abandonment: WWP is abandoning or has abandoned trademark rights in a Mark or the Marks or is allowing or has allowed such rights to be materially infringed.
- 1.5.1.4. Revocation Grounds / Illegal Activity: Any of WWP's directors or officers has, while acting in their capacity as a WWP officer or director, been convicted of or found civilly liable for violating the Internal Revenue Code or its regulations or been convicted of or found civilly liable for fraud in the solicitation or disbursement of charitable contributions. WWP itself has been convicted of or found civilly liable for violating the Internal Revenue Code or its regulations or convicted of or found civilly liable for fraud in the solicitation or disbursement of charitable contributions. If a federal or state law enforcement officer files a criminal complaint, civil complaint, indictment or information for any charge described in this section against WWP or one of its directors or officers, it shall be considered a conviction for purposes of the Arbitration.
- 1.5.1.5. Revocation Grounds / Breach of Grant Terms: WWP has materially breached the terms of any grant Agreement with USA.
- 1.5.2. Further Assurances: The parties agree to be bound by the decision of the Arbitrator and to execute any documents necessary to carry out the Arbitrator's decision.

- 1.5.3. Effect of Arbitration: The parties agree that the non-prevailing party shall pay the costs, including attorney's fees, of the prevailing party in any Arbitration.
- 1.6. License Period Warranties and Covenants: WWP warrants and covenants to USA the following for the duration of the License Period:
- 1.6.1. Quality Control: WWP shall not use or display the Marks in any manner which might be deceptive or misleading or which might bring USA into disrepute. If WWP enters into a sublicensing Agreement, subject to the restrictions in section 1.3, WWP agrees to exercise actual control over any use to which WWP licenses a Mark or the Marks. Specifically, WWP will not sign any licensing Agreement that does not require (1) approval from WWP of prototype products bearing a Mark or the Marks prior to production and (2) inspection of actual products bearing a Mark or the Marks prior to sale. WWP agrees that such approval shall not be given to use of a Mark or the Marks unless the quality of the product or service bearing the Mark or the Marks is at least the same as that already associated with the Mark or the Marks. WWP further agrees to take any and all steps necessary to maintain and protect the legal rights, including trademark rights, accruing to the owner of the Marks. WWP finally agrees to, at all times, act in such a way that each Mark continues to be publicly associated with providing aid to wounded and/or disabled U.S. servicemen and servicewomen.
- 1.6.2. Recognition Statement: WWP agrees that during the License Period the Website and all written materials (excluding letterhead, stationary, business cards and promotional items such as T-Shirts, bumper stickers, pens and similar items bearing little text) using the Mark(s) shall include the conspicuously placed phrase "Seed money for the Wounded Warrior Project was generously provided by the United Spinal Association" or substantially similar language.
- 1.6.3. Licensee's Covenants: WWP agrees that it will (i) promptly give notice to USA of any infringement, potential infringement or unauthorized use of the Marks which comes to WWP's attention during the term hereof and at USA's request initiate whatever action is necessary to stop the infringement, potential infringement or unauthorized use of the Marks in accordance with this Section 1, (ii) comply at all times with the Internal Revenue Code and federal tax regulations including, but not limited to, refraining from engaging in any excess benefit transaction, self dealing, private inurement or private benefit transaction and (iii) keep accurate contemporaneous books of account and records ("Books and Records") in a form satisfactory to USA's auditors and consistent with Generally Accepted Accounting Principles (GAAP). The Books and Records shall be detailed and shall include, without limitation, the manner in which the Program Donations and Other Donations granted from USA to WWP have been used and expended.

2. Transfer of other Assets and Assignment of Contracts

- 2.1. Working Assets and Contracts: The parties agree that certain other working assets will be transferred and certain contracts will be assigned from USA to WWP on the Effective Date as well. USA's rights, title and interest in said assets and contracts will vest completely, irrevocably, and exclusively in WWP on the Effective Date. The assets and contracts described in this section are:
- 2.1.1. Specification of Working Assets: All right and title to any "working assets" assigned to USA employees working primarily on the Wounded Warrior Project, a list of which has been agreed to by the parties and is appended hereto as Exhibit B.
- 2.1.2. Corporate Sponsorship Contracts: All contracts between USA and any and all current licenses of the Marks, commercial co-venturers sponsoring the Wounded Warrior Project, and corporate or other sponsors of the Wounded Warrior Project. Such contracts include, but are not limited to, those contracts listed in Exhibit C.
- 2.1.3. Fundraising Contracts: Contracts between USA and its professional fundraising consultants for direct mail and cause related marketing services for the Wounded Warrior Project. Such contracts include, but are not limited to, those contracts listed in Exhibit D.
- 2.2. Donor List: Further, subject to and limited by Section 3 of this Agreement, USA shall provide to WWP copies of lists and other compilations (in whatever media recorded) of all names, contact information (including, without limitation, addresses, telephone numbers, and email addresses), donor history, and any other information relevant to future fundraising and public education efforts, of all donors to the Wounded Warrior Project regardless of source or method of solicitation, including, without limitation, donors identified through the Internet and through direct mail prospecting. Such copies of lists and other compilations will be made available to USA on the Effective Date.
3. Mutual List Exchange
- 3.1. Within thirty (30) days after the end of each calendar year, WWP agrees to provide USA with the names and all known contact information of individuals who have donated to WWP during the prior calendar year until WWP has provided an equal amount of names as those provided to WWP under section 2.2.
4. USA's Representations and Warranties: USA represents and warrants that, other than a possible claim by Colonel Folsom (or his associates, affiliates or assignees), to the best of its knowledge, USA has the right to convey and grant all rights and property conveyed herein to WWP and no conflicting rights have been granted to any third party, except as specifically stated herein.
5. WWP's Representations, Warranties and Covenants: WWP represents and warrants that:
- 5.1. It is a not-for-profit corporation duly organized, validly existing and in good standing in the jurisdiction of its incorporation and is duly authorized to perform its charitable



services in those states where it conducts business and is required to be so authorized; and that its Board of Directors has duly authorized the execution of this Agreement by the undersigned officer.

- 5.2. It has the right to enter into and fully perform this Agreement and to do so will not contravene any provision of WWP's certificate of incorporation or violate or conflict with any material term or provisions of any Agreement, instrument, statute, rule, regulation, order or decree to which it is a party or by which it is bound.
- 5.3. Its operations will comply in all respects with all applicable federal, state, and local laws, ordinances, and rules. More specifically including, but not limited to, compliance at all times with state charitable solicitation statutes and regulations as well as the Internal Revenue Code and federal tax regulations including, but not limited to, refraining from engaging in any excess benefit transaction, self-dealing, private inurement or private benefit transaction.
- 5.4. It shall operate the Wounded Warrior Project in an ethical, lawful, conscientious, honest, respectful and responsible manner.
- 5.5. It shall promptly give USA notice of any infringement, potential infringement or unauthorized use of the Marks which comes to WWP's attention during the License Period.
6. **Designation of Assets**
  - 6.1. **Accounting:** The parties will jointly prepare a written accounting of all money raised by, and donated to, the Wounded Warrior Project prior to March 1, 2005 (the "Program Donations") and on or after March 1, 2005 ("Other Donations").
  - 6.2. **DM Proceeds Restricted to Program Services:** The entire net proceeds of direct mail solicitations conducted prior to March 1, 2005 (i.e. all contributions received in response to the direct mail campaign after allowing deductions for fundraising and administrative expenses associated with the solicitations) will be accounted for and allocated as Program Donations. Those net proceeds from solicitations conducted on or after March 1, 2005 shall be allocated to Other Donations after allowing deductions for administrative and fundraising expenses.
  - 6.3. **Grants:** USA agrees to grant funds identified in the grant request by WWP attached in Exhibit E, if such grant can be agreed upon by the parties. In addition, WWP may from time to time make application for further "Program Donation" funds or "Other Donation" Funds. Grant requests will not unreasonably be denied. If the parties cannot agree on an Exhibit E with sixty (60) days of the Effective Date of this agreement, USA shall have no obligation to consider further grant requests or edits to the grant requests submitted prior to the 60 day's expiration.
  - 6.4. **Flexibility in Applying Grant:** WWP shall not, reallocate funds from one budget category to another budget category without the prior approval of USA as provided in this section:

- 6.4.1. Prior Approval: Any and all reallocations of grant funds by WWP shall be subject to USA's prior approval, such approval not to be unreasonably withheld. Notice of intent to reallocate between budget categories shall be sent by WWP to USA as provided in section 10. USA shall give its disapproval, if any, as provided in section 10 and within thirty (30) consecutive days after USA's receipt of such written request. No disapproval of notice will be deemed effective unless the grounds therefore are cited. If USA fails to give disapproval within that thirty day period, such failure shall be deemed to be USA's approval.
- 6.4.2. Time to Cure & Arbitration: If USA disapproves of any reallocation of granted funds; the parties shall have five (5) consecutive days to resolve the issue between them. If the issue cannot be resolved amicably, WWP shall then have the option, within 15 days of the expiration of said five (5) day period, of bringing the issue to arbitration. Arbitration will be conducted in the New York City metropolitan area and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The sole issue before the Arbitrator shall be whether USA's disapproval was reasonable. If the Arbitrator finds that USA's disapproval was reasonable, the reallocation will not be permitted but this finding shall not be considered a material breach of this Agreement. If the Arbitrator finds that USA's disapproval was not reasonable, then the reallocation shall be permitted. The non-prevailing party shall pay for all of the costs of the arbitration including, but not limited to the prevailing party's costs, including but not limited to attorneys' fees.
- 6.5. Program Donations: A condition of the grant shall be that all Program Donation dollars will be restricted to "program" activities as that term is defined on the IRS Form 990 and as that term is used pursuant to Generally Accepted Accounting Principles ("GAAP"). The Program Donations may not be used for administration, overhead, fundraising, or any purpose other than "program."
- 6.6. Other Donations: A condition of the grant shall be that all Other Donations dollars may be used for program, administrative, and fundraising expenses provided such expenditures are consistent with the Internal Revenue Code, as amended, Treasury Regulations and IRS rules.
- 6.7. Recordkeeping: WWP agrees to keep accurate, contemporaneous books of accounts and records ("Books and Records") in a form satisfactory to USA's auditors and consistent with Generally Accepted Accounting Principles ("GAAP"). The Books and Records shall be detailed and shall include, without limitation, the manner in which Program Donations and Other Donations granted from USA have been used and expended.
- 6.8. Quarterly Reports and Final Report: For the purposes of this Agreement, the term "quarter" shall mean period beginning with the Effective Date and ending three calendar months later and the succeeding three-calendar-month periods. WWP shall provide USA with quarterly reports and a final accounting of the Books and Records as follows: (a) the first quarterly report shall be delivered by WWP to USA within sixty (60) days after the end of the first quarter, (b) each subsequent quarterly report shall be delivered by WWP to USA thirty (30) days prior to the end of the following quarter and (c) the final

accounting shall be delivered by WWP to USA within sixty (60) days of the end of the quarter in which the last Program Donation dollar or Other Donation dollar is spent. All quarterly reports and the final accounting shall be delivered in a form satisfactory to USA's auditors.

6.9. INTENTIONALLY OMITTED

- 6.10. Audited Financial Statements: WWP shall submit to USA annual audited financial statements detailing actual expenditures of the funds granted by USA. Such annual audited financial statements must be delivered to USA within 10 days of their being submitted to WWP by WWP's auditors. Such annual audited financial statements must be prepared in a form satisfactory to USA's auditors.

7. INTENTIONALLY OMITTED

8. Disparagement

- 8.1. WWP agrees to refrain from making any disparaging, negative or uncomplimentary statements, whether public or private, regarding USA and/or any of its officers, directors or employees or any of USA's affiliates or related entities and/or any of their officers, directors or employees for eight years from the Effective Date.
- 8.2. USA agrees to refrain from making any disparaging, negative or uncomplimentary statements, whether public or private, regarding WWP and/or any of its officers or directors or any of WWP's affiliates or related entities and/or any of their officers or directors for eight years from the Effective Date.
- 8.3. In the event of a material breach of this Agreement, the non-breaching party will not be bound by the provisions section 8.

9. Indemnity

- 9.1. WWP agrees to indemnify USA, its officers, directors, employees, agents, successors and assigns (the "Indemnitee") and hold the Indemnitee harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' and accountants' fees) suffered by the Indemnitee arising out of or connected in any way with any claims made against it by reason of WWP's alleged or actual (i) negligence, (ii) intentional misconduct, (iii) breach of any labor law or responsibility to employees or (iv) breach of any of its representations, warranties, covenants and Agreements made herein.
- 9.2. USA agrees to indemnify WWP, its officers, directors, employees, agents, successors and assigns (the "Indemnitee") and hold the Indemnitee harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' and accountants' fees) suffered by the Indemnitee arising out of or connected in any way with any claims made against it by reason of USA's alleged or actual (i) negligence, (ii) intentional misconduct, (iii) breach of any labor law or responsibility to employees or (iv) breach of any of its representations, warranties, covenants and Agreements made herein.

10. Notices:

Except as specifically provided herein, all notices required hereunder or which either party desires to serve upon the other shall be in writing and shall be deemed given and received when addressed as set forth below and when delivered personally, with a receipt signed by an officer or office manager of the deliverer; or when deposited, first class postage prepaid, in the United States mails; or when transmitted by telex for facsimile to the telecopier or fax number of the respective parties as listed herein and return confirmation is received:

Addresses for notices shall be as follows:

If to USA, to:

United Spinal Association  
75-20 Astoria Blvd.  
Jackson Heights, NY 11370  
Attention: Paul Tobin  
Telephone: 718 803 3782  
Facsimile: 718 803 0414

And

United Spinal Association  
75-20 Astoria Blvd.  
Jackson Heights, NY 11370  
Attention: James Weisman  
Telephone: 718 803 3782  
Facsimile: 718 803 0414

With a courtesy copy to:

Clifford Perlman, Esq.  
Perlman & Perlman, LLP  
41 Madison Avenue, Suite 4000  
New York, NY 10010  
Telephone: 212 889 0575  
Facsimile: 212 743 8120

If to WWP, to

John Melia.  
WWP, Inc.  
711 5<sup>th</sup> Street, NE  
Roanoke, VA 24016  
Telephone: 540 342 0032  
Facsimile: 540 342 0339

**11. Termination**

- 11.1. USA's sole right to revoke the License of the Marks, revoke the future Assignment of the Marks, cancel future Grant payments, and retrieve unexpended Grant funds is controlled and defined by section 1.5 of this Agreement.
- 11.2. If, during the License Period, WWP should dissolve or shall make or attempt to make any assignment for the benefit of creditors, or shall file or be the subject of a filing of any petition of chapters 7, 10, 11, or 12 of Title 11, United States Code, or if any receiver is appointed for all or any substantial part of its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of any state; all rights to the Marks and to any unexpended and/or untransferred portion of the Program Donations and Other Donations shall revert automatically and immediately to USA. The parties consider this interest in the Marks, the unexpended portion of the Program Donations, and the unexpended portions of the Other Donations to be a priority interest in USA's favor and to be an interest attaching prior to the Effective Date and superior to any interest whatsoever that WWP may grant to any other party.
- 11.3. If, during the License Period, USA should dissolve or shall make or attempt to make any assignment for the benefit of creditors, or shall file or be the subject of a filing of any petition of chapters 7, 10, 11, or 12 of Title 11, United States Code, or if any receiver is appointed for all or any substantial part of its business or property, or if any trustee in bankruptcy or insolvency shall be appointed under the laws of the United States or of any state; USA's rights under section 1.5 will immediately terminate and the future Assignment of the Marks contemplated by section 1.4 and subsections thereof shall occur immediately. Further, any and all Wounded Warrior Project Program Donations and Other Donations still in USA's possession will transfer immediately to WWP.

**12. Miscellaneous**

- 12.1. This Agreement shall not be construed as a joint venture, partnership or the relationship of principal and agent between the parties hereto, nor to impose on either party any obligations incurred by the other party except as expressly set forth herein.
- 12.2. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated, except by an instrument in writing signed by both an officer of WWP and of USA. This Agreement supersedes and replaces any previous document, correspondence, conversation, or other written or oral understanding relating to the subject matter of this Agreement
- 12.3. This Agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York as applicable to contracts entered in and performed entirely within the State of New York. The New York courts, only, will have jurisdiction of any controversies regarding this Agreement (except for controversies referred to arbitration

by this Agreement); and, any action or other proceeding which involves such a controversy (except for controversies referred to arbitration by this Agreement) will be brought in the courts located within the State of New York, and not elsewhere, and all parties hereby consent to the jurisdiction of said courts.

- 12.4. The parties hereto agree that, except as may be required by law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body, or to enforce its rights under this Agreement, neither it nor any of its officers, directors, employees or agents shall, directly or indirectly, disclose to any third Party, the terms of this Agreement. Notwithstanding the foregoing, either party may, without the consent of the other Party, disclose in a non-public manner, said terms of this Agreement for any bona fide business purpose, to banks, accountants, attorneys, participants under contract with such party (such as WWP's sponsors) investment bankers and other non-public party performing similar functions, provided that the parties agree to keep said terms confidential and not to disclose such terms to any other third party.
- 12.5. If any provision of this Agreement shall be void, voidable, invalid or inoperative, no other provision of this contract shall be affected as a result thereof and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein.
- 12.6. Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.
- 12.7. WWP shall not assign this Agreement or any aspect thereof to any other party without the prior written consent of USA nor shall USA assign this Agreement or any aspect thereof to any other party without the prior written consent of WWP.
- 12.8. In order to facilitate the growth of the WWP fundraising programs while WWP is moving toward independence, USA agrees, if and after a reasonable request has been made by WWP, to provide to WWP and its fundraising consultants access to and management of contract vendors who are producing, manufacturing, caging, keypunching or data processing the WWP fundraising packages and their returns.
- 12.9. INTENTIONALLY OMITTED
- 12.10. This Agreement will be effective if signed in counterparts. A photocopied signature or faxed signature shall be deemed evidence of proper execution of the Agreement.
- 12.11. Any reference to a section of this document will be deemed to also be a reference to the subsections of the section referenced.
- 12.12. All section headings in this Agreement are for identification purposes only and shall not operate to alter the plain text of the sections with which they are associated.

FROM : Charles H. Nave, P.C.

FAX NO. : 548 345 8849

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12.13 This agreement may be executed before the exhibits referenced below are completed and agreed to. In that event, the parties will work together in good faith to agree to each exhibit independently.

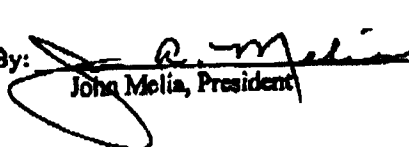
12.14 In the event that Exhibit E is not agreed to by the Effective Date, USA hereby grants to WWP \$200,000.00 from the Other Donations to be used to continue the program services of the Wounded Warrior Project under WWP's direction and to cover WWP's operating costs. Any funds granted under this section shall be subject to the budget limitations agreed to in Exhibit E, once it is finalized, and accounted for along with the other Other Donations grants as provided by sections 6.8 and 6.10.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

USA

By:  7/15/05  
Gerard Kelly, Executive Director Date

WWP

By:  7/15/05  
John Melia, President Date

Exhibits

- Exhibit A - Description of Marks and evidence of registration and ownership
- Exhibit B - Working assets the parties have agreed to transfer
- Exhibit C - Corporate Sponsorship Contracts
- Exhibit D - List of fundraising contracts
- Exhibit E - Grant agreement
- Exhibit F - Final accounting described in section 6.1