

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
7-Eleven, Inc.		11/01/2003	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Education is Freedom Foundation, Inc.		
Street Address:	2711 North Haskell Avenue; Suite 3400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76206776	EDUCATION IS FREEDOM	
Registration Number:	2832928	EDUCATION IS FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	970766.0203TMUS		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$65.00 76206776

Date:

12/19/2006

Total Attachments: 5

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TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made this 15th day of November, 2003 ("EFFECTIVE DATE"), by and between 7-Eleven, Inc., a corporation organized and existing under the laws of the State of Texas, having a place of business at 2711 North Haskell Avenue, Dallas, Texas 75204, U.S.A. (hereinafter referred to as LICENSEE), and Education Is Freedom Foundation, Inc., a corporation organized and existing under the laws of Texas, having offices at 2711 North Haskell Avenue, Suite 3400, Dallas, Texas 75204 (hereinafter referred to as LICENSOR).

WHEREAS, LICENSOR is the owner of the trademarks set forth in Schedule A (hereinafter referred to as TRADEMARKS), which is attached hereto and made a part hereof.

WHEREAS, LICENSEE desires the right to use the TRADEMARKS in connection with programs related to the fostering of education and related products and services, including, but not limited to, conducting, sponsoring and promoting fundraising events and activities, namely entertainment and sports events, monetary donation programs and the sales of products and services; conducting, sponsoring and promoting educational programs; conducting employee benefit programs oriented towards education, and promoting the awareness of educational needs in the community. Hereinafter, said programs, products and services are referred to collectively as LICENSED PRODUCTS.

WHEREAS, LICENSOR wishes to license the TRADEMARKS to LICENSEE for use worldwide in connection with the LICENSED PRODUCTS.

NOW, THEREFORE, in consideration of the above premises and of mutual covenants, IT IS HEREBY AGREED between the parties as follows:

1. **License Grant.** Subject to the terms and conditions set forth herein, LICENSOR hereby grants to LICENSEE, a non-exclusive, royalty free, perpetual license to use the TRADEMARKS on and in connection with LICENSED PRODUCTS worldwide.

2. **Standards of Quality.** LICENSEE'S use of the TRADEMARKS shall be in compliance with reasonable guidelines and standards as to use, appearance, and quality that shall be provided by LICENSOR to LICENSEE from time to time. LICENSEE agrees that the LICENSED PRODUCTS distributed by LICENSEE shall be of the same general quality of the products and services distributed by LICENSEE at the time of execution of the Trademark License Agreement. LICENSEE agrees that the LICENSED PRODUCTS distributed by LICENSEE in the United States shall be in compliance with all laws and regulations of the United States. LICENSEE agrees that the LICENSED PRODUCTS distributed by LICENSEE outside the United States shall be in compliance with all laws and regulations of the jurisdiction where the LICENSED PRODUCTS are distributed.

3. **Right of Inspection.** LICENSEE shall, upon request of LICENSOR, submit to LICENSOR samples of the LICENSED PRODUCTS and advertising and promotional materials used in connection therewith, for the purpose of ascertaining or determining compliance with the terms of this Agreement.

4. **Indemnity.** LICENSOR assumes no liability to LICENSEE or third parties with respect to the LICENSED PRODUCTS marketed, sold or distributed by LICENSEE, and LICENSEE shall indemnify defend and hold harmless LICENSOR against any and all claims, losses, liabilities, judgments, damages, awards, expenses,

attorneys fees, or costs arising or resulting from the marketing, sale, distribution or use of LICENSED PRODUCTS by LICENSEE.

5. **Term.** This Agreement shall be perpetual, unless terminated earlier in accordance with the terms herein.

6. **Termination.** LICENSOR, without prejudice to any other rights which it has, shall have the right to terminate immediately the license granted herein, upon written notice delivered personally or by registered or certified mail to LICENSEE, if LICENSEE breaches any term of this Agreement and does not cure such breach within ninety (90) days of receiving notice. Upon the termination or revocation of this Agreement, LICENSEE shall discontinue promptly any further use of the TRADEMARKS or any other names or marks similar to any of the TRADEMARKS.

7. **Relationship.** Neither party hereto will be considered as, or hold itself out to be, an agent of the other party, or otherwise authorized to act for or bind the other party in any dealing with any third party.

8. **Effect of Waiver.** Any waiver by LICENSOR or LICENSEE of a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach of the same or any other term or condition hereof.

9. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and expressly supersedes any oral or written agreements between the parties up to and including the date of execution. Any and all amendments, alterations

or additions to this Agreement must be in writing and executed by each party's duly authorized representative.

11. **Notice.** For the purpose of this Agreement, all notices shall be mailed by the parties to their respective addresses stated herein.

12. **Applicable Laws.** The validity, construction and effect of this Agreement shall be governed by the laws of Texas. Venue in any action in law or equity arising from the terms and conditions of this Agreement shall be the court with appropriate jurisdiction in Dallas, Texas.

IN WITNESS WHEREOF, the parties hereto have respectively caused these presents to be executed by the persons authorized in their behalf, effective the day and year first above written.

7-ELEVEN, INC.

EDUCATION IS FREEDOM FOUNDATION, INC.

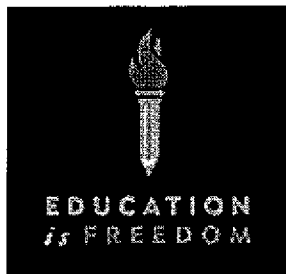
By: Mary L. Smith
Title: VP Field Merchandising
Date: Nov 3, 2003

By: Kristi Sherrin
Title: Executive Director
Date: Nov 5, 2003

ATTEST: Thomas A. Henner
Assistant Secretary

SCHEDULE A

1. EDUCATION IS FREEDOM
U.S. Serial Number: 76/206,776
U.S. Filing Date: February 7, 2001
2. Trademark: The unregistered logo including the words EDUCATION IS FREEDOM depicted below.



3. Trademark: The unregistered mark EIF.
4. LA EDUCACION ES LA LIBERTAD
International Class 36
Mexican Registration No. 739,651
Mexican Registration Date: May 21, 2001
5. LA EDUCACION ES LA LIBERTAD
International Class 41
Mexican Registration No. 709,216
Mexican Registration Date: May 21, 2001
6. LA EDUCACION ES LA LIBERTAD
International Class 42
Mexican Registration No. 709,217
Mexican Registration Date: May 21, 2001