

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/20/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ms. Barbara A. McKinzie		12/20/2006	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Alpha Kappa Alpha Sorority, Inc.
Street Address:	5656 S. Stony Island Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60637
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78808625	ALPHA KAPPA ALPHA SORORITY INCORPORATED ESP

CORRESPONDENCE DATA

Fax Number: (708)383-8562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-857-1997
 Email: john06@patentcopyright.net
 Correspondent Name: John S. Kendall
 Address Line 1: 27 N. Wacker Drive
 Address Line 2: 528
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	AKA ESP ASSIGNMENT
NAME OF SUBMITTER:	John S. Kendall
Signature:	/John S. Kendall/

OP \$40.00 78808625

Date:

11/09/2007

Total Attachments: 4

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"AKA ESP" ASSIGNMENT & EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT made this 20th day of December ~~October~~ 2006, by and between Alpha Kappa Alpha Sorority, Inc., having a business address of 5656 S. Stony Island, Chicago, Illinois (hereinafter "AKA"), and Ms. Barbara McKinzie, having a mailing address of 301 Wysteria Drive, Olympia Fields, Illinois, 60461 (hereinafter "McKinzie").

WITNESSETH

WHEREAS AKA is the owner of several federally registered trademarks, service marks and other intellectual property including slogans, logos, designs, characters, copyrights and resulting derivative works (hereinafter "Intellectual Property");

WHEREAS, AKA has the sole authority to use and license its use to others worldwide;

WHEREAS AKA continues to seek federal registration of its Intellectual Property with The United States Patent and Trademark Office, The Register of Copyrights, Library Of Congress and any other registrars in countries throughout the world;

WHEREAS, McKinzie has created at least two logos that includes the letters "ESP" with each letter being inside an ivy and centered in a heart, and pearls bordering the heart;

WHEREAS, one of McKinzie's logos is encircled by the mark "Alpha Kappa Alpha Sorority, Inc." (hereinafter "AKA ESP");

WHEREAS, AKA desires to own all rights, interest and title to the logo "AKA ESP";

WHEREAS, McKinzie acknowledges that said license is limited to the use of the mark stated herein, and does not include any other rights to personally use any of AKA's other Intellectual Property without a prior written approval by AKA;

WHEREAS, McKinzie acknowledges the validity of AKA's right, title and interest in and to the Intellectual Property referred to herein, including AKA's right to register the "AKA ESP" logo and any and all of its Intellectual Property and its derivatives under the laws of any jurisdiction;

WHEREAS, McKinzie acknowledges and agrees that AKA retains any and all rights in its mark "ALPHA KAPPA ALPHA SORORITY, INC.", and that no transference of rights has, does or will occur as a result of this License;

WHEREAS, AKA acknowledges McKinzie's title, right and interest to and in the "ESP" mark apart from AKA's trademark; and

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WHEREAS, McKinzie acknowledges and agrees to assign to AKA all rights, title and interest in any derivative logo using any of AKA's Intellectual Property created on behalf of or made as a result of using the Intellectual Property own by AKA.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, receipt whereof the parties hereto acknowledge, it is agreed as follows:

1. **Assignment:** McKinzie assigns all of her rights, interest and title to AKA in the logo "AKA ESP". McKinzie will amend the pending U.S. Trademark Application having Serial Number 78808625 to state that AKA is the applicant. However, McKinzie retains all rights, interest title and ownership in her "ESP" logo having Serial Number 78808632 and thus the ownership therein is not affected by this Agreement.
2. **License:** AKA hereby grants to McKinzie an exclusive, non-terminable, irrevocable, royalty-free and restriction-free license (hereinafter "License") for a period of Ninety-Nine (99) Years to use the mark and logo "AKA ESP" subject to terms and conditions of this Agreement. Such License is not contingent to McKinzie's position as Supreme Basilus and thus does not terminate at the end of her tenure.
3. **Quality of Use:** McKinzie understands that the "Intellectual Property" is a valuable property right and McKinzie agrees at all times to use the "AKA ESP" logo consistent with AKA's mission and purpose stated in its bylaws. McKinzie agrees to use the logo "AKA ESP" with a high standard of quality and presentation as determined by AKA. McKinzie grants to AKA the right to inspect McKinzie's materials(s) at any time during a public event, as well as during reasonable hours at McKinzie's place of business to insure that proper quality and control procedures are in effect, and to ensure that McKinzie is properly using AKA's Intellectual Property. In addition, at all times McKinzie shall observe AKA's instructions and rules with respect to its use of licensed logo.
4. **Protection of Name:** McKinzie agrees that she will not nor will she suffer or permit any person, persons or entities to commit any act or acts which could jeopardize, disparage or tarnish AKA's licensed logo while she is licensed by AKA.
5. **Good Will In Licensed Works:** McKinzie agrees that it is critical that such goodwill be protected and enhanced and, toward this end, McKinzie shall not engage in any activity to tarnish or diminish its value.
6. **Term of License:** This exclusive, non-terminable, irrevocable, royalty-free and restriction-free license, save the conditions and agreements made herein, shall be for NINETY-NINE (99) YEARS. The term shall commence on the date this Agreement is executed and delivered by both parties. This License Agreement can be terminated only by McKinzie's written consent and such consent may be rescinded by McKinzie with 120 days of such notice. This Agreement is renewable by McKinzie or her heirs for an additional 99 year period upon

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written notice by McKinzie or her heirs within no later than 30 days before termination and payment of licensing fee stated in paragraph no. 8 below.

7. **Effect of Termination:** Upon any termination of this Agreement, McKinzie shall cease using AKA's Intellectual Property and the McKinzie shall remove all educational programs using the text or identifying marks of AKA's Intellectual Property or any other trademark or trade name associated with AKA.

8. **Payments:** McKinzie agrees to pay AKA TEN (\$ 10.00) at the time of executing this Agreement.

9. **Jeopardy to the Licensed Intellectual Property:** If in AKA's business judgment and reasonable person standard an act or failure to act by McKinzie (including but not limited to meeting the requirements herein) constitutes a danger to the value or validity or ownership of any of its Intellectual Property, then AKA may, in lieu of or in addition to any other remedy available to it (excluding termination of this Agreement), give notice to the McKinzie describing the danger and may suspend in whole or in part the McKinzie's right to use the Intellectual Property, effective 60 days after McKinzie's receipt of the notice until the situation has been addressed.

10. **Miscellaneous:** The following miscellaneous provisions shall apply to this Agreement:

(a) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. There are no interpretations or terms of any kind as conditions or inducements to the execution of this Agreement.

(c) **Non-Assignability.** This Agreement shall be binding upon and insure to the benefit of the parties hereto only, and shall not inure to the benefit of any successors in interest, assigns or otherwise be assignable without the prior written consent of AKA.

(d) **Further Assurances.** At any time and from time to time after the date hereof, McKinzie shall execute such additional instruments and take such action as may be reasonably requested by AKA to confirm, perfect or otherwise protect its rights and title to any Intellectual Property used hereunder or otherwise to carry out the intent and purposes of this Agreement.

(e) **Waiver.** Any failure on the part of either party to enforce any provision, obligation or condition does not waive that party's right to enforce this Agreement.

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(f) **Notices.** All notices and communications hereunder shall be made in writing and shall be deemed to have been given if delivered in person or sent by prepaid, first class, registered or certified mail, return receipt requested to the party hereto to be noticed at the address set forth herein. Electronic notices shall be deemed given on the date sent if a copy of the notice is mailed in accordance with requirements set forth above.

(g) **Hold Harmless and Indemnity.** The parties agree to mutually hold harmless, indemnify and defend the other against any claim, action, loss, damage, injury, liability, expense and costs whatever kind, including attorney's fees and court costs, arising out of this Agreement, including but not limited to breach of this or any other Agreement involving said Intellectual Property.


(h) **Severability.** The parties to this Agreement hereby agree and affirm that if one of the above provisions is dependent upon the validity or of any other provisions, and if any part of this Agreement is deemed to be unenforceable, the balance of the Agreement shall remain enforceable in full force and effect.


(i) **Headings.** The section and subsection headings in this Agreement are inserted for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement.

(j) **Governing Law.** The validity, interpretation and effect of this Agreement shall be governed exclusively by the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof. The parties agree that any action, proceeding or claim arising out of or in any way relating to this Agreement shall be brought and enforced in the courts of the State of Illinois or of the federal court of the United States of America for the District of Illinois and each irrevocably submits to such jurisdiction. The parties hereto irrevocably waive any objection to such jurisdiction or inconvenient forum. Any such process or summons to be served upon any of the parties may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage repaid, to the address set forth above hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the party served in any action, proceeding or claim.

IN WITNESS WHEREOF, Alpha Kappa Alpha Sorority, Inc. and Ms. Barbara McKinzie have hereunto set their hand and seals this 20th day of November, 2006.

WITNESS:

By: 
 Dr. Betty James, Executive Director
 Alpha Kappa Alpha Sorority, Inc.

By: 
 Barbara McKinzie

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