

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The College Heights Foundation		01/11/2008	Kentucky Non-Profit Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Kentucky University		
<b>Street Address:</b>	1906 College Heights Blvd.		
<b>City:</b>	Bowling Green		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	42101		
<b>Entity Type:</b>	State University: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3305601	COLLEGE HEIGHTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(270)782-5856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(270) 782-8160		
<b>Email:</b>	lhagan@kscvlaw.com		
<b>Correspondent Name:</b>	Laura M. Hagan		
<b>Address Line 1:</b>	1025 State Street		
<b>Address Line 2:</b>	P.O. Box 9547		
<b>Address Line 4:</b>	Bowling Green, KENTUCKY 42102-9547		
<b>ATTORNEY DOCKET NUMBER:</b>	310T-22		
<b>NAME OF SUBMITTER:</b>	Laura M. Hagan		
<b>Signature:</b>	/Laura M. Hagan/		

OP \$40.00 3305601

Date:

01/18/2008

**Total Attachments: 3**

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## ASSIGNMENT AND LICENSE AGREEMENT

This Assignment Agreement (this "Agreement") is made as of Jan. 11, 2008 (the "Effective Date"), by and between The College Heights Foundation, a Kentucky non-profit corporation (the "Assignor"), and Western Kentucky University, a state university organized and existing under the laws of the Commonwealth of Kentucky (the "Assignee") hereinafter referred to collectively as the "Parties" and individually as a "Party."

### RECITALS:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark COLLEGE HEIGHTS, U.S. Reg. No. 3,305,601, and has adopted and used this mark in connection with products and services relating to financial services, namely, savings programs for youths; financial sponsorship of college students; financial trust operations; college scholarships; and providing student loan information and services (the "Mark"); and

WHEREAS, Assignor desires and agrees to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, in and to the Mark; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Mark; and

WHEREAS, to enable Assignor to continue its current use of the Mark, Assignee is willing to grant to Assignor a license back to certain rights in the Mark as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. ASSIGNMENT

1.1 Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, including, without limitation, the goodwill of the business symbolized by the Mark, all registrations and applications for registration thereof, all common law rights in the Mark, and all rights of action accrued and to accrue under the Mark, including all claims and rights to sue and recover for future or past infringement of the Mark and all rights to oppose or cancel any existing third party registration for a similar mark.

1.2. Assignor agrees, upon reasonable request, without further payment or compensation by Assignee or its successors or assigns: to provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determines is desirable to secure, obtain, enforce or defend the Mark and all associated rights in the United States or any foreign country, including, without limitation, any additional documents needed to record and fully effect the transfer of trademark rights made herein in the United States or any foreign country, as well as assisting Assignee in any dispute or conflict that may arise concerning Assignee's use of one or more of the Mark. If,

for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Mark, to secure recordation or registration of the Mark and of this Assignment.

## 2. LICENSE

2.1 Subject to the terms and conditions of this Agreement, Assignee hereby grants and agrees to grant to Assignor a worldwide, royalty-free, fully paid up, perpetual, irrevocable, non-exclusive license to use the Mark only for use by and for Assignor. Assignor will not assign, sublicense, resell, rent, or distribute the Mark outside the terms of this Agreement.

2.2 Assignor, as Licensee, agrees to take all such measures as is necessary to provide for sufficient control over the Mark, and to conform to standards set by Assignee, as Licensor, to fully protect the integrity of the Mark.

2.3 The Parties agree that the use of the Mark by Assignor, as Licensee, will inure to the benefit of Assignee, as Licensor, and thereby there will be no splitting or forfeiting of the goodwill from the Mark.

2.4 In the event that any unlicensed third party infringes the Mark, Assignee, as Licensor shall have the right, but not the obligation, to enforce the rights under the Mark.

## 3. PAYMENT

As payment for the assignment of Rights and the license granted pursuant to Sections 1 and 2, Assignee will pay to Assignor the price of one dollar (\$1.00), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE COLLEGE HEIGHTS FOUNDATION, as Assignor

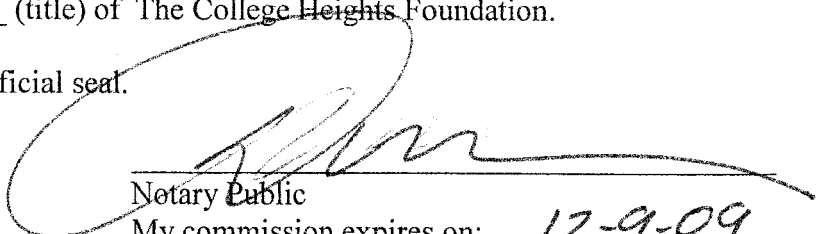
By: *H. Alexander Downing*  
Name: H. Alexander Downing  
Title: President

Date: 10/31/07

STATE OF Kentucky )  
 ) ss.  
COUNTY OF Warren )


On Jan. 11, 2008, before me, the undersigned, a Notary Public in and for such State, personally appeared Alex Downing, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President (title) of The College Heights Foundation.

WITNESS my hand and official seal.

  
Notary Public  
My commission expires on: 12-9-09

Accepted by:

WESTERN KENTUCKY UNIVERSITY as Assignee

By:  Date: 1-11-08  
Name: GARY A. RANSDALL  
Title: PRESIDENT