

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
Croplife America		11/25/2003	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	ILSI Research Foundation		
Street Address:	1156 15th Street, NW, Second Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005-1743		
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2828452	CARES	
CORRESPONDENCE DATA			
Fax Number:	(202)659-3859		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-659-0074		
Email:	ssullivan@ilsi.org		
Correspondent Name:	Shawn Sullivan, ILSI Research Foundation		
Address Line 1:	1156 15th Street, NW, Second Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1743		
NAME OF SUBMITTER:	Shawn N. Sullivan		
Signature:	/Shawn N. Sullivan/		
Date:	12/22/2008		

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Total Attachments: 9

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ASSIGNMENT OF COPYRIGHT, TRADEMARK AND OTHER RIGHTS

THIS ASSIGNMENT OF COPYRIGHT, TRADEMARK AND OTHER RIGHTS (hereinafter "Agreement") is made by and between CropLife America, 1156 15th Street, N.W., Suite 400, Washington, D.C. 20005 (hereinafter "Assignor") and ILSI Research Foundation of One Thomas Circle, N.W., 9th Floor, Washington, DC 20005 (hereinafter "Assignee").

WHEREAS, Assignor is owner of all right, title and interest in and to the trademark CARES, which is an acronym for "Cumulative and Aggregate Risk Evaluation System", a computer software program to determine the aggregate risk from drinking water, residential and dietary exposure for a single pesticide and cumulative risk assessment for pesticides that have a similar mechanism of toxicity, as more fully described in Attachment A hereto; and,

WHEREAS, to the best of Assignor's knowledge and belief, Assignor is owner of all right, title and interest in and to copyright, trademark and all other intellectual property rights of any nature in and to the CARES computer software program as described in Attachment A hereto; and,

WHEREAS, Assignee desires to acquire by assignment all right, title and interest in and to the CARES trademark, the good will of Assignor's ongoing business appurtenant thereto, the federal application therefor, copyright in and to the CARES computer software program, and all other intellectual property rights of any nature now known or later recognized in and to the CARES computer software program.

NOW THEREFORE, for good and valuable consideration, as recited herein and otherwise, the receipt and sufficiency of which are hereby acknowledged, the parties state and agree as follows:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee, without reservation: (a) the entire right, title and interest in and to the CARES trademark, the federal trademark application therefore (which is the subject of United States Patent and Trademark Office trademark application Serial No. 76/465174), along with the goodwill of the business of Assignor represented thereby and appurtenant thereto, which business of Assignor is ongoing and existing; (b) copyright in and to the CARES computer software program; (c) all other rights Assignor has to use NOTITIATM and any other proprietary software programs in

relation to the CARES computer software program as it currently exists and in any future version; and (c) all other intellectual property rights of any description in and to the CARES computer software program, whether now known or later recognized. The rights transferred to Assignee hereunder include, but are not limited to, the right to sue and recover for: (a) past infringements of CARES trademark; and (b) past infringements of the copyright and all other intellectual property rights, whether now known or later recognized, in and to the computer software program in relation to which the CARES trademark is used as described in Attachment A hereto.

2. Assignor shall have the following ongoing rights in relation to use of the CARES trademark and computer software program:

the right to make and distribute unlimited free copies of the CARES computer software program as it now exists and as it may be upgraded in the future; (e.g., The right to continue to display the CARES trademark on Assignor's website in a manner similar to that shown in Attachment A hereto).

3. For a minimum of five (5) years, Assignee shall maintain the CARES computer software program in at least its current form and for its current purpose in a publicly accessible manner. The parties anticipate that the CARES computer software program will be freely downloadable via an Internet website. Assignee will not sell, lease, or charge licensing fees for the CARES computer software program in its current version, but may charge for the costs of materials, shipping, and handling to fulfill requests for copies of the CARES computer software program on CD-ROM or in other forms.

4. Should Assignee sell, lease, or charge licensing fees for future versions of the CARES computer software program, Assignee shall pay to Assignor on an annual basis within thirty (30) days of the end of each calendar year in which Assignee receives monetary benefit from the sale, lease or licensing of the CARES computer software an amount equal to 10% of the net profits Assignee obtains from such sale, lease, or licenses. Net profits shall be calculated as all revenues from sales, leasing, or licensing of the CARES computer software program less direct operating expenses and administrative overhead charges incurred in updating and maintaining the CARES computer software. In order to ensure full payment of royalties due to Assignor under this Agreement, upon reasonable written request, Assignor shall have the right to inspect and audit the records and books of Assignee regarding monies spent on updating and maintaining the CARES computer software program and monies received by Assignee from the sale, lease, or licensing of the CARES computer software program, provided that any such inspection or audit shall occur at the location where Assignee's records and books are normally kept. Assignor may appoint an independent auditor of its own choosing for the purpose of said inspections or audits.

5. After the effective date of this Agreement, Assignee shall assume all responsibility for use of the CARES trademark and for the CARES computer software program. Assignor shall nominate appropriately qualified representatives to participate on and provide strategic and technical expertise to Assignee's Steering Committee and Technical Advisory Group for the CARES computer software program. Part of the Steering Committee's role will be to provide financial support and/or assist in generating financial support for ongoing maintenance and upgrades to the CARES computer software program.

6. Assignor hereby represents and warrants that, to the best of its knowledge and belief, no other party has the right to use the CARES trademark on or in relation to the computer software program described in Attachment A hereto. Assignor further represents and warrants that, to the best of its knowledge and belief, the CARES computer software program does not infringe the copyright of any third party. In all other respects, the parties understand and agree that Assignor makes no warranties as to Assignee's ability or right to quietly enjoy or use the CARES trademark and the CARES computer software program, and that, to the extent allowed by law, Assignor shall not be liable for any direct, indirect, consequential, incidental, punitive, exemplary or other damages, injuries or costs of any kind incurred by or assessed against Assignee as the result of Assignee's use of the CARES trademark or the CARES computer software program, and Assignor expressly disclaims any other warranties of merchantability or fitness for a particular purpose and any warranty of non-infringement, to the fullest extent allowed by law.

7. This Agreement shall have perpetual duration to the fullest extent allowed by law.

8. In that Assignor retains the right to receive royalties for profits from the CARES computer software program pursuant to the provisions of Section 4, above, Assignee agrees that, to the fullest extent allowed by law, Assignee will not transfer any rights in and to the CARES trademark and the CARES computer software program other than to a successor to the business of Assignee or such portion thereof as uses and enjoys the CARES trademark and the CARES computer software program. In all other respects, Assignee shall, to the fullest extent allowed by law, take no action that would limit, reduce, or extinguish the rights of Assignor to receive royalty payments pursuant to the provisions of Section 4 of this Agreement.

9. This Agreement and its terms and conditions shall be binding upon the parties, their successors and assigns and all others acting by, through or with them or under their direction or in privity with them; and this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

10. Neither waiver by a party of any breach, nor failure by a party to enforce any of the terms and conditions of this Agreement at any time shall in any way affect, limit or waive the right of that party to enforce strict compliance by the other party with respect to any other or further breach of any term or condition hereof.

11. It is the intent of the parties that this Agreement shall govern rights as between them in and to the CARES trademark in the United States, only. However, Assignor shall not seek to register or otherwise protect the CARES trademark outside of the United States. To the fullest extent allowed and recognized by the laws of the United States and any foreign nations, territories or other jurisdictions, the terms and conditions of this Agreement governing copyright and other intellectual property rights in and to the CARES computer software program are assigned and transferred to Assignee on a worldwide basis and the royalty obligations of Assignee pursuant to Section 3 as well as the limitations on assignment and other transfers contained in Sections 7 and 8 hereof shall apply and have effect worldwide. Nothing contained in this Section shall be read to expand in any way the warranties and representations of Assignor contained in Section 5 of this Agreement.

12. The terms and conditions of this Agreement or any part hereof may only be amended by a writing executed by both parties hereto.

13. Each of the parties warrants and represents that it has the capacity and right to enter into this Agreement; that it has not assigned or otherwise transferred in any manner rights or duties which would relieve it from fulfilling the terms and conditions hereof; that each of them intends to be bound by the terms of this Agreement; that this Agreement was fully negotiated by the parties with the assistance of legal counsel and that none of the provisions hereof is to be considered as having been drafted by either party; and that each party consents to be bound by the terms and conditions of this Agreement.

14. This Agreement comprises the entire understanding and agreement of the parties with respect to the subject matter hereof, all prior, oral or written communications, understandings and agreements with respect to the subject matter hereof being superceded and merged herein.

15. This Agreement may be executed in duplicate or in counterparts, as the parties so choose. Each duplicate or counterpart shall be deemed an original but both duplicates or counterparts together shall constitute one and the same instrument.

16. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, employment or other business relationship or enterprise between the parties. All notices and other communications required or permitted under this Agreement shall be made as follows:

In the case of Assignor:

General Counsel
CropLife America
1156 15th Street, N.W., Suite 400
Washington, D.C. 20005.

In the case of Assignee:

General Counsel
ILSI Research Foundation
One Thomas Circle, N.W., 9th Floor
Washington, DC 20005.

All notices or other communications shall be deemed received on the 5th day following the mailing thereof by first-class mail, postage prepaid, or the 2nd day after properly placing the communication in the possession of an overnight courier service. Either party may change its address for service of notices and other communications by delivering notification thereof in accordance with this Section.


17. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision hereof. A court of competent jurisdiction may restate any invalid, illegal or unenforceable provision to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. If such court declines to make any such restatement, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

18. The terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the District of Columbia.

WHEREFORE, the parties hereto, by and through their authorized agents or representatives, hereby set their hand and seal effective as of the latter of the dates of signature set forth below.

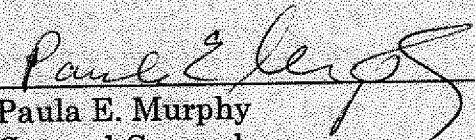
CROPLIFE AMERICA

Date: _____

By: 
Douglas T. Nelson
Executive Vice President, General
Counsel & Secretary

ILSI RESEARCH FOUNDATION

Date: 11/25/03

By: 
Paula E. Murphy
General Counsel

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CARES™

(Cumulative and Aggregate Risk Evaluation System)

The 1996 Food Quality Protection Act (FQPA) generated the need for multiple models to address new human health risk assessment methods and data requirements for pesticides and formulation inert or "other" chemicals. In 2000, CropLife America (CLA) funded the Cumulative and Aggregate Risk Evaluation System, CARES™, to address FQPA mandates for short-term, intermediate and lifetime duration dietary, drinking water and residential aggregate and cumulative exposure and risk estimation. CARES development has proceeded through a cooperative team effort of CropLife America staff, member company scientists, and expert consultants/companies, e.g., infoscientific.com, Inc., Novigen Sciences, Sielken & Associates Consulting, Inc., and Summit Research, with participation by the U.S. EPA and USDA.

CropLife America has made the CARES source code freely available to all stakeholders and government agencies. There are several features that differentiate CARES from other risk assessment models. Notitia™, a proprietary product of infoscientific.com, Inc., serves as the software engine and data warehouse. The Notitia framework also affords the flexibility to introduce and link exposure scenarios to assess their potential impact for products already in the marketplace and new registration candidates still in evaluation. The population generator, POP GEN™, from Sielken & Associates Consulting, Inc., is based on the U.S. Census and enables CARES to match individual and population attributes across single or multiple exposure-related databases (e.g., USDA's Continuing Survey of Food Intake by Individuals) to generate 365-day temporal profiles of exposure (single day, moving averages for selected time periods, e.g., 365-day averages). CARES calculations are transparent. The software includes contribution and sensitivity analyses that allow users to "drill down" and identify contributing chemicals, sources, and routes of exposure, that impact risk most and could, if changed, make a difference in the outcome of the assessment.

CARES software is user-friendly, and government, academic, industry and public stakeholders have successfully run the software. The FIFRA Science Advisory Panel reviewed CARES Version 1.0 and methodology on April 30 –May 1, 2002 and encouraged CLA to further its development and use for risk assessment.

CARES is an exposure calculation and risk assessment program covering both aggregate (multiple source) and cumulative (multiple chemical) assessment of dietary, residential, and drinking water exposure sources and associated pathways and routes. The program is written in Visual Basic 6.0 and is designed in a modular fashion using object oriented programming methodology. Furthermore, the program is designed to fit as a subset into the framework of Notitia™, a general data management, integration, analysis, and reporting framework. The programming standards for the CARES project are adopted in most part from Practical Standards for Visual Basic (Microsoft Press, 2000). Visual Basic is a Microsoft proprietary programming environment.

CARES™

(Cumulative and Aggregate Risk Evaluation System)

CARES provides an interactive graphical user interface designated as "etc", where "e" represents explorer for file management, "t" represents tools, and "c" represents canvas. The CARES canvas represents a screen area wherein users can customize/define a "model" by selection of icons representing modules, functions, and algorithms from the "tools" area of the user interface. Pre-defined, or example, canvases are provided for users. A canvas can be constructed to represent a comprehensive chemical-specific aggregate or cumulative (multi-chemical) exposure/risk assessment model. Once a canvas has been constructed, it can be saved and retrieved by the user. Help files and tutorials are provided as part of the CARES program.

Thus far, CLA has distributed CARES Version 1.0, and subsequent CARES upgrades via Versions 1.1 and 1.3, to regulatory authorities (U.S.EPA, PMRA-Health Canada), academicians, consultants and stakeholders (e.g., industry and public interest groups). CLA also has sponsored several training workshops. EPA is currently reviewing several CARES-based risk assessment submissions from pesticide registrants (based on CARES Version 1.3) and has used CARES Version 1.3 for its own internal, independent assessments.

CARES Version 2.0 is currently being completed and public release is expected in late 2003. Version 2.0 will contain significant technical and performance improvements. These improvements include:

DIETARY

A major addition to the CARES dietary module in Version 2.0 is a "Dietary Wizard" (found in the Dietary Tab). The Dietary Wizard allows a user to select foods to assess and to enter associated residue data relatively easily. The Wizard also has a provision to generate CARES files that are automatically recognized by the dietary assessment modules. Information entered can be saved and retrieved for later use.

The dietary assessment modules, along with the associated data files, have been updated to provide acute (single day), intermediate-term (user-defined moving average), and chronic (annual average) assessments for single chemicals.

Algorithms have been added to the dietary assessment modules to calculate both the percent aPAD, the acute population adjusted dose, and percent cPAD, the chronic population adjusted dose, for single chemicals.

The output tables generated by a dietary assessment have been updated to reflect the above changes. Analytical tools have been added to specific output tables to generate summaries. A key output table that has been added includes a tool to determine the foods contributing to exposure above a user-specified percentile value (e.g., > 95%, 99.5% or 99.9%)

CARES™ (Cumulative and Aggregate Risk Evaluation System)

RESIDENTIAL

All the algorithms behind the pathway specific assessments have gone through secondary quality assurance review. Discrepancies have been addressed by modifying the appropriate algorithms and by updating the input requirements.

Scientific units have been provided in tables.

The output tables have been updated to generate percentile calculations. Also, the table names, headings, and formats have been modified to be consistent.

DRINKING WATER

Certain algorithms from the dietary assessment calculations have been accommodated in the drinking water assessment modules. The modules have been optimized for speed.

The output tables have been updated to generate percentile calculations.

AGGREGATE/CUMULATIVE

A module that integrates results from the different sources (dietary, residential, and drinking water) has been added. This module generates outputs that allow comparison between the different sources.

GENERAL

The model management features have been upgraded substantially. Model runs can be saved after a run and restored later.

Updated file management features allow exchanging inputs, "nov" files, and outputs between users.