

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
International Consultant Group		08/26/2008	Group: UNITED STATES

RECEIVING PARTY DATA

Name:	National Kidney Foundation of Southeast Texas, Inc.
Street Address:	919 Milam Suite 1700
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78940081	KICK OUT KIDNEY DISEASE

CORRESPONDENCE DATA

Fax Number: (713)222-2226
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (713) 860-0573
 Email: jbeinart@js-llp.com
 Correspondent Name: Jessica L. Beinart
 Address Line 1: 919 Milam Suite 1700
 Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Jessica Beinart
Signature:	/Jessica Beinart/
Date:	04/01/2009

Total Attachments: 5
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**TRADEMARK
 REEL: 003963 FRAME: 0193**

OP \$40.00 78940081

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between **International Consultant Group** (hereinafter "ICG") and **Harriet Gertner** (hereinafter "Gertner"), individually, with an address P.O. Box 571781, Houston, Texas 77257-1781 and **National Kidney Foundation of Southeast Texas, Inc.** (hereinafter "NKFST") with an address of 2400 Augusta, Suite 252, Houston, Texas 77057. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. HISTORY AND SETTLEMENT: NKFST has been using the name "Kick Out Kidney Disease" as the theme, title, and mark to its annual fundraising luncheon for the past three (3) years. Gertner was the chair of the luncheon in 2005 and 2006. On July 28, 2006, ICG and Gertner filed an application with the United States Patent and Trademark Office to trademark the mark "Kick Out Kidney Disease." NKFST opposed the application.

In order to settle the opposition to the claim for the mark "Kick Out Kidney Disease," NKFST hereby agrees to pay ICG / Gertner the sum of half of the application fee of \$187.50 in full and final settlement of the parties' dispute for the trademark. In exchange for such amount, ICG / Gertner agree to allow NKFST assume the application in NKFST's behalf to trademark "Kick Out Kidney Disease." ICG / Gertner agree to waive all rights, ownership, and interest in the mark "Kick Out Kidney Disease" and in no way will impede NKFST's attempts to trademark the mark.

2. RELEASES:

2.1 Gertner, ICG, and ICG's officers, managers, directors, shareholders, agents, attorneys, employees, partners, representatives, volunteers, predecessors, affiliates, successors and assigns do hereby absolutely and irrevocably waive, remise, release, relieve, acquit and forever discharge NKFST, its officers, managers, directors, shareholders, agents, attorneys, employees, partners, representatives, volunteers, predecessors, affiliates, heirs, successors and assigns (collectively "NKFST Releasees") jointly and severally, of and from any and all manner of action and actions, cause and causes of actions, suits, claims, counterclaims, demands, damages, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets and rights of any nature whatsoever, whether arising at law or in equity, including, without limitation, any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the NKFST Releasees, which has occurred in whole or in part, or was initiated at any time from the beginning of time up to and immediately preceding the moment of execution of this Agreement as such release contained in this Agreement pertains to the registration of the trademark "Kick Out Kidney Disease."

2.2 NKFST and its officers, managers, directors, shareholders, agents, attorneys, employees, partners, representatives, volunteers, predecessors, affiliates, successors and assigns do hereby absolutely and irrevocably waive, remise, release, relieve, acquit and forever discharge Gertner, ICG and its officers, managers, directors, shareholders, agents, attorneys, employees, partners, representatives, volunteers, predecessors, affiliates, heirs, successors and assigns (collectively "ICG Releasees") jointly and severally, of and from any and all manner of action and actions, cause and causes of actions, suits, claims, counterclaims, demands, damages, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets and rights of any nature whatsoever, whether arising at law or in equity, including, without limitation, any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the ICG Releasees, which has occurred in whole or in part, or was initiated at any time from the beginning of time up to and immediately preceding the moment of execution of this Agreement as such release contained in this Agreement pertains to the registration of the trademark "Kick Out Kidney Disease."

3. NO ORAL MODIFICATION: This Agreement shall not be amended, waived or modified except by an instrument in writing signed by the parties hereto.

4. WARRANTIES AND REPRESENTATIONS: ICG / Gertner and NKFST hereby represent and warrant to each other that: (i) the terms and conditions of this Agreement are fair and equitable and are freely being entered into by each of the parties; and (ii) that they have had the benefit of counsel in negotiating the terms of the settlement and the terms of this Agreement.

5. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas.

6. CONFIDENTIALITY: ICG / Gertner and NKFST agree not to disclose, to any third parties, the terms of this Agreement or the details of the resolution of the claims underlying this Agreement. This provision shall be binding upon ICG / Gertner's and NKFST's attorneys and accountants. Notwithstanding the foregoing, this section shall not apply to any notices, correspondence or communications which are required by law (including, but not limited to, disclosures required by: a valid subpoena or other operation of law, the Internal Revenue Service or any other taxing authority, or by ICG / Gertner's and or NKFST's attorneys and accountants). NKFST and ICG / Gertner agree to refrain from making any disparaging or negative remarks about each other. In the event that either party does, however, make any disparaging remarks about each other, then NKFST and ICG / Gertner hereby agree to defend, indemnify, and hold each other harmless from any damages suffered in connection with any disparaging or negative remarks made by either party in connection with each others business. Furthermore, either party shall be entitled to seek a restraining order against the other party if it is determined that either party is making disparaging or negative remarks against the other party. This restraining order shall be in addition to any other remedies that the damaged party may be entitled to seek.

7. **DUPLICATE ORIGINALS:** Two or more duplicate originals of this Agreement may be signed by the parties hereto, each of which shall constitute one and the same instrument.

8. **CAPTIONS:** The caption of the sections of this Agreement are for the purpose of convenience only and are not intended to be a part of this Agreement and shall not be deemed to modify, explain, enlarge or restate any of the provisions in this Agreement.

9. **SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective officers, directors, directors, shareholders, agents, employees, heirs, personal representatives, volunteers, successors, and assigns.

10 **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall not become effective until signed below by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

International Consultant Group

✓ By: Harriet Gertner
Harriet Gertner
Representative

Harriet Gertner, Individually

✓ By: Harriet Gertner
Harriet Gertner

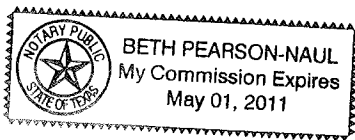
:
National Kidney Foundation of Southeast Texas, Inc.

By: Nicole Sonnier
Nicole Sonnier
Chief Executive Officer
National Kidney Foundation of Southeast Texas, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this the 25 day of July, 2008, before me, the undersigned, personally appeared Harriet Gertner in her individual capacity and as representative of International Consultant Group, and that she, as such being authorized to do so executed the forgoing instrument as her free act and deed and the free act and deed of the entity for the purposes contained therein.

In witness whereof, I hereunto set my hand.



[Notarial Seal]

A handwritten signature in cursive script, appearing to read "Beth Pearson-Naul", written over a horizontal line.

Name:
Notary Public
My commission expires:

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this the 26 day of ~~July~~ ^{August}, 2008, before me, the undersigned, personally appeared Nicole Sonnier who acknowledged herself to be the President of National Kidney Foundation of Southeast Texas, Inc., and that she, as such officer being authorized to do so executed the forgoing instrument as her free act and deed and the free act and deed of the corporation for the purposes contained therein.

In witness whereof, I hereunto set my hand.

Name: Sharilynn M. Law

Notary Public

My commission expires: 5-3-09

[Notarial Seal]

