

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
National Association of Addiction Treatment Providers		04/25/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vendome Group, LLC		
Street Address:	149 5th Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2877665	SECAD	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-239-0100		
Email:	trademark@eapdlaw.com		
Correspondent Name:	Andrea J. Mealey		
Address Line 1:	F.D.R. Station, P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	34981.0002		
NAME OF SUBMITTER:	Andrea J. Mealey		
Signature:	/Andrea J Mealey/		
Date:	06/22/2009		

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Total Attachments: 2

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ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement (the "Agreement"), dated this April 25, 2008, by and between Vendome Group, LLC, a Delaware limited liability company having its principal place of business at 149 Fifth Avenue, 10th Floor, New York, New York 10010 (hereinafter referred to as the "Buyer") and the National Association for Addiction Treatment Providers, an organization having its principal place of business at 313 W. Liberty Street, Suite 129, Lancaster, PA 17603 (hereinafter referred to as the "Seller")

WHEREAS, Seller has obtained and owns the trademark rights of the South East Conference on Addictive Disorders (SECAD) (hereinafter collectively referred to as the "Rights and Titles"),

WHEREAS, Buyer desires to purchase from Seller the Rights and Titles.

WHEREAS, Seller is willing to sell, transfer and assign all of the Rights and Titles to the Buyer.

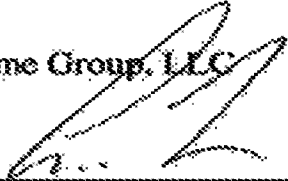
NOW THEREFORE, in consideration of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **General**. Seller agrees to sell, transfer and assign and Buyer agrees to purchase and to accept the transfer and assignment of all of the Seller's interest in the Rights and Titles.
2. **Assignments of Rights**. Seller hereby exclusively assigns unto Buyer, in perpetuity any and all right, title and interest including trademarks, service marks, and trade dress, and all associated rights which Seller now has or may in the future have, in an to all Right and Titles, including the goodwill of the business symbolized by the trademarks and service marks, all causes of action for past infringement thereof, and all registrations and applications thereof with any governmental agency.
3. **Further Assurances**. Seller agrees to deliver to Buyer all such other documents and instruments reasonably required or relating to the transactions contemplated by this Agreement, including but not limited to appropriate assignment documents for filing with governmental authorities. Seller's obligation under this Section 3 shall survive termination of this Agreement for any reason.
4. **Purchase Price**. Upon execution of this Agreement by the parties, Buyer shall pay to Seller the amount of ten thousand dollars (\$10,000.00).
5. **Seller's Warranty**. Seller represents and warrants that it has the full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder, to consummate all of the transactions contemplated herein and that, to the Seller's knowledge, Seller is the sole owner of and authorized to sell and transfer the Rights and Titles.
6. **Buyer's Warranty**. Buyer represents and warrants that it has the full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder and to consummate all of the transactions contemplated herein.
7. **Miscellaneous**.
 - a. This Agreement is a binding agreement and constitutes the complete, final and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, prior or contemporaneous, with respect thereto.
 - b. Each party shall bear the costs of its own advisors and attorneys. Any transfer costs arising from the implementation of this Agreement shall be borne by the Buyer.


- c. No press release in oral, written or electronic form shall be issued covering this transaction without prior written approval of both Buyer and Seller
- d. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. The exclusive venue with respect to any disputes arising out of this Agreement shall be New York, New York.
- e. All amendments or supplements to this Agreement shall be in writing. This Agreement cannot be modified except by written instrument signed by both parties.
- f. If any provision of this Agreement is entirely or partly invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby. Any provisions found to be invalid or unenforceable shall be regarded as replaced by a valid and enforceable provision which as closely as possible reflects the intent and economic purpose of the parties hereto had pursued with respect to such provision or provisions.
- g. This Agreement shall not be assignable by either party except upon the other's prior written consent except that Buyer may assign its rights and obligations herein to any successor or purchaser of some or all of its assets.
- h. This Agreement shall be binding upon the parties thereto and inure to the benefit of the parties hereto, their respective successors and assigns.
- i. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Vendome Group, LLC

By: 
 Name: Eric [unclear]
 Title: V.P.

National Association for Addiction Treatment Providers

By: 
 Name: Ronald J. Husarikar
 Title: President/CEO