

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
Health Education Foundation, Inc.		10/21/1993	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	Health Communications, Inc.		
Street Address:	1101 Wilson Blvd., Suite 1700		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1551735	TIPS	
CORRESPONDENCE DATA			
Fax Number:	(703)218-2160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7032182138		
Email:	kevin.oliveira@ofplaw.com		
Correspondent Name:	Kevin Oliveira		
Address Line 1:	Odin, Feldman & Pittleman, PC		
Address Line 2:	9302 Lee Highway, Suite 1100		
Address Line 4:	Fairfax, VIRGINIA 22031		
ATTORNEY DOCKET NUMBER:	43558.00028		
NAME OF SUBMITTER:	Adam Chafetz		
Signature:	/ac/		

OP \$40.00 1551735

900140582

**TRADEMARK
 REEL: 004040 FRAME: 0735**

Date:

08/10/2009

Total Attachments: 15

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LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of April, 1984, between Health Education Foundation, Inc., a District of Columbia nonprofit corporation, hereinafter called "Foundation", and Health Communications, Inc., a District of Columbia business corporation hereinafter called "Licensee".

WHEREAS, in the course of conducting research regarding health care and the treatment and prevention of alcoholism, the Foundation has developed a program to teach those who serve alcoholic beverages to the public to identify situations involving excessive consumption of alcohol and to intervene successfully in such situations; said program being known as Training in Intervention Procedures for Servers of Alcoholic Beverages (hereafter referred to as "TIPS") and including a trainer's manual, a trainee's manual, video vignettes and a photographic slide presentation with audio;

WHEREAS, the Foundation believes that TIPS is a unique and valuable tool for controlling abuse of alcohol and thereby promoting the health and general well-being of the public, but the Foundation does not have the staff or financial resources to make TIPS widely available to the public and to conduct training activities;

WHEREAS, the Foundation wishes to devote its efforts to other activities designed to promote the health and well-being of the public; and

WHEREAS, the Licensee has employed personnel uniquely qualified to distribute and implement TIPS on a national basis;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is agreed between the parties hereto as follows:

1. The Foundation grants to Licensee the nonexclusive right, privilege, and license, for the term of this agreement to publish, sell, reproduce, distribute and display throughout the world any of the TIPS materials listed in Schedule A attached hereto.

2. The Foundation is and shall remain the sole owner of all rights in and to TIPS materials, including the copyright, trademarks, service marks and any related rights. The Foundation has obtained or applied for copyright, trademark, and servicemark registration with respect to TIPS materials specified on the attached Schedule A. The copyright in TIPS materials shall be evidenced by a copyright notice in the following form appropriately placed in any item subject to the license as enumerated in Schedule A: "Copyright ©1983 by Health Education Foundation, Inc." Trademarks and servicemarks shall be evidenced by "TM" or "SM" respectively until notice of registration is received, after which appropriate statutory designations shall be used.

3. The Licensee shall be the sole owner of the physical inventory of all TIPS materials which the Licensee publishes during the term of this Agreement.

4. As many copies of each type of TIPS materials produced by the Licensee as the Foundation may request shall be made available to the Foundation at no charge.

5. This Agreement shall be effective from the date of execution by both parties and shall remain in effect until March 31, 1989, and shall continue in effect thereafter until cancellation by the Foundation or the Licensee by the giving of at least three (3) months written notice.

6. Neither this Agreement nor any of the obligations of either party herein may be assigned by either party without the prior written consent of the other, and any such assignment without such consent shall be null and void.

7. Upon expiration or cancellation of this Agreement in accordance with the terms hereof, all rights conveyed under this Agreement by the Foundation to the Licensee shall revert to the Foundation forthwith.

8. The Foundation retains the right to fix the editorial policy of TIPS materials and to approve the format and substance of all promotional materials.

9. The Licensee shall use reasonable efforts to market the TIPS materials in accordance with its business judgment, and shall pay to the Foundation, in respect of the TIPS materials, a royalty equal to ten percent (10%) on Licensee's gross receipts up to One Million Dollars (\$1,000,000) from sales of TIPS materials; seven and one-half percent (7-1/2%) on Licensee's gross receipts between One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) from said sales; five percent (5%) on Licensee's gross receipts between Two Million Dollars (\$2,000,000) and Three Million Dollars (\$3,000,000) from said sales; and three percent (3%) on Licensee's gross receipts in excess of Three Million Dollars (\$3,000,000) from said sales. Royalties shall be paid within 30 days after the close of each calendar quarter.

10. If the Licensee is prevented for a period of more than 180 days from marketing and selling TIPS materials because of an occurrence beyond its reasonable control, such as a disaster, a national emergency, or a strike, either the Foundation or the Licensee may terminate this Agreement upon sixty (60) days' written notice.

11. An audit shall be made by the Licensee's independent accountant of sales of TIPS materials, and such audit and a report thereof shall be made available to the Foundation on or before 90 days after the close of each calendar year. The Foundation and its duly authorized representatives shall have the right, within 90 days after the receipt of the annual audit and report, upon reasonable notice and during normal business hours, to examine the financial books and records of the Licensee that provide the basis for said audit and report.

12. Nothing in this agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

13. Any notice required by the terms of this Agreement shall be in writing and shall be sent by first class mail, either registered or certified, with return receipt requested, postage prepaid, and addressed to the last known address of the party to whom such notice is given.

14. The waiver by either party of or the failure by either party to claim a breach of any of the provisions of this Agreement shall not be or be held to be a waiver of any subsequent breach or affect in any way the effectiveness of any such provision.

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16. Any dispute between the Foundation and the Licensee shall be submitted to arbitration pursuant to the following procedure: The Foundation shall select an arbiter who shall not be an employee or officer or director of the Foundation; the Licensee shall select an arbiter who shall not be an employee or officer or director of the Licensee; and those two arbiters shall select a third arbiter. The resolution of the dispute by these three arbiters shall be binding on the Foundation and the Licensee.

17. This Agreement may not be modified or amended except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereunto have duly executed this Agreement in duplicate as of the day and year first above written.

HEALTH EDUCATION FOUNDATION, INC.

ATTEST:

Maie C. Chapin
Secretary

By: Howard Blum
Vice-President

HEALTH COMMUNICATIONS, INC.

ATTEST:

Maie Donovan
Secretary

By: Andrea Barkan
Vice-President

Attachment to License Agreement
dated April 1, 1984 between
Health Education Foundation, Inc.
and Health Communications Inc.

LICENSE AGREEMENT

SCHEDULE A

TIPS MATERIALS

Trainer's Manual
Trainee's Manual
Video Vignettes
Photographic Slide Presentation with Audio

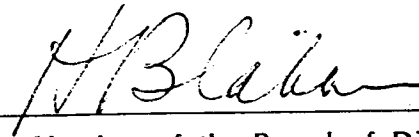
HEALTH EDUCATION FOUNDATION BOARD RESOLUTION

WHEREAS, the Health Education Foundation (the "Foundation") believes it to be in its best interest to sell the TIPS trademark and copyright ("TIPS") to Health Communications Inc. ("HCI");

WHEREAS, the Foundation believes that \$500,000 is a just and reasonable price for the sale of TIPS to HCI; and

WHEREAS, HCI will make payments for its purchase of TIPS in equal payments over a ten year period without interest;

NOW THEREFORE, I, being a duly authorized member of the Board of Directors of the Foundation, hereby do consent and agree to the sale of TIPS to HCI as described above.



Member of the Board of Directors
of the Health Education Foundation

Date: _____

12/11/86

BOARD RESOLUTION

WHEREAS as of March 31, 1993, the Health Education Foundation ("Foundation") has received royalties of \$344,796 from Health Communications, Inc. ("HCI") as a licensee of the TIPS program;

WHEREAS HCI has an option to purchase the TIPS trademark for \$500,000;

WHEREAS HCI has incurred and will continue to incur substantial expenses in defending the TIPS trademark from infringement and the like.

It is hereby agreed that HCI shall make aggregate payment of \$175,000 (in annual payments of \$35,000 for the next five years) to purchase and own in its entirety the TIPS trademark.

HEALTH EDUCATION FOUNDATION BOARD RESOLUTION

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WHEREAS, the Foundation believes that \$500,000 is a just and reasonable price for the sale of TIPS to HCI; and

WHEREAS, HCI will make payments for its purchase of TIPS in equal payments over a ten year period without interest;

NOW THEREFORE, I, being a duly authorized member of the Board of Directors of the Foundation, hereby do consent and agree to the sale of TIPS to HCI as described above.

Shirley V. Harris

Member of the Board of Directors
of the Health Education Foundation

Date: 12/22/86

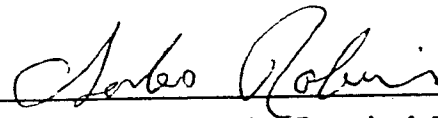
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Member of the Board of Directors
of the Health Education Foundation

Date: 12-22-86

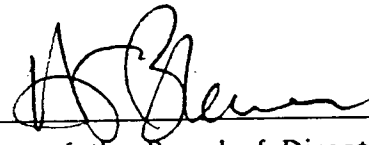
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WHEREAS, HCI will make payments for its purchase of TIPS in equal payments over a ten year period without interest;

NOW THEREFORE, I, being a duly authorized member of the Board of Directors of the Foundation, hereby do consent and agree to the sale of TIPS to HCI as described above.



Member of the Board of Directors
of the Health Education Foundation

Date: _____

12/3/86