

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Technology Association of America		09/13/2010	INC. ASSOCIATION:

**RECEIVING PARTY DATA**

Name:	TechAmerica Foundation
Street Address:	601 Pennsylvania Ave. NW
Internal Address:	North Building Suite 600
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20004
Entity Type:	Non-profit incorporated foundation: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3776810	TECHAMERICA

**CORRESPONDENCE DATA**

Fax Number: (202)682-9111  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ben.aderson@techamerica.org  
 Correspondent Name: Ben Aderson  
 Address Line 1: 601 Pennsylvania Ave. NW  
 Address Line 2: North Building Suite 600  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Nicholas Manzione
Signature:	/Nicholas Manzione/
Date:	09/23/2010

Total Attachments: 5

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**TRADEMARK  
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## TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into between Technology Association of America, Inc., d/b/a TechAmerica, a Virginia non-stock corporation having a principle place of business at 601 Pennsylvania Avenue, NW North Building, Suite 600 Washington, DC 20004 ("TechAmerica"), and TechAmerica Foundation, a California non-profit corporation, having a principal place of business at 601 Pennsylvania Avenue, NW North Building, Suite 600 Washington, DC 20004 ("Foundation") (individually, "Party" or collectively, "Parties").

WHEREAS, TechAmerica is the owner of the trademark and tradename "TechAmerica" ("TRADEMARK"), see Exhibit A, and is willing, under the terms set forth, to license the TRADEMARK to the Foundation.

WHEREAS, the Foundation is a wholly owned subsidiary of TechAmerica

WHEREAS, the Foundation desires to acquire the right to use the TRADEMARK in connection with Foundation business, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties, intending to be legally bound, hereto agree as follows:

### ARTICLE 1 – GRANT OF LICENSE

1.1 TechAmerica hereby grants to the Foundation, and the Foundation hereby accepts, a non-exclusive, worldwide, royalty-free license to use the TRADEMARK solely in connection with the Foundation's business, subject to the limitations set forth in this Agreement.

1.2 Except as provided in this Article, all licenses granted herein shall be nontransferable and nonassignable without the prior written consent of TechAmerica.

### ARTICLE 2 – OWNERSHIP AND USE OF THE LICENSED TRADEMARK

2.1 The Foundation acknowledges that TechAmerica owns the TRADEMARK and all rights therein and that nothing in this Agreement shall give the Foundation any right, title, or interest in the TRADEMARK other than pursuant to the license granted herein.

2.2 The Foundation agrees that it will do nothing inconsistent with TechAmerica's ownership of the TRADEMARK and shall not claim adversely to TechAmerica, or assist any third party in attempting to claim adversely to TechAmerica, with regards to such ownership. The Foundation agrees that it will not challenge the title of TechAmerica to the TRADEMARK, oppose any registration thereof, or challenge the validity of this Agreement or the license granted herein.

2.3 Without the prior written approval of TechAmerica, the Foundation is not authorized to use the TRADEMARK in connection with any business activity unrelated to Foundation business.

2.4 The Foundation agrees to assist TechAmerica in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by TechAmerica.

2.5 All costs associated with recording this Agreement and the license granted herein shall be borne by the Foundation. All costs associated with registering, maintaining, or renewing the TRADEMARK shall be borne solely by TechAmerica.

#### ARTICLE 3 – QUALITY PROVISIONS

3.1 The Foundation shall deliver to TechAmerica, upon TechAmerica's reasonable request, representative samples of advertisements, catalogs, letterhead, and the like, containing the TRADEMARK to enable TechAmerica to ensure that such name is used only in a manner set forth in this Agreement.

#### ARTICLE 4 – DURATION OF LICENSE AND TERMINATION

4.1 This Agreement and the license granted herein shall be effective as of May 1, 2010 and shall remain in effect until terminated pursuant to this Article.

4.2 In the event that the Foundation breaches any provision of this Agreement, TechAmerica shall have the right to terminate the license granted if (i) it has given written notice to the Foundation of such breach and (ii) such breach shall be continuing 30 days from the date of such notice.

4.3 Upon the termination of this Agreement, the Foundation agrees to (i) promptly discontinue all use of the TRADEMARK and/or any similar tradename which contain "TechAmerica" as a part thereof and (ii) promptly take all steps to refrain from using the TRADEMARK in advertising, commercial registers, directories, internet and websites, telephone listings, and all other similar listings.

4.4 TechAmerica reserves the right to terminate this Agreement in its sole discretion upon providing the Foundation with 30 days prior notice.

#### ARTICLE 5 – PROTECTION

5.1 The Foundation shall promptly notify TechAmerica of any and all infringements, imitations, simulations or other illegal use or misuse of the TRADEMARK which come to the Foundation's attention. As the sole owner of the TRADEMARK, TechAmerica shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the TRADEMARK. If TechAmerica elects not to take such action, the Foundation may take such action at the Foundation's expense if it has received TechAmerica's prior written approval to take such action. In this event, TechAmerica shall, at the Foundation's expense, cooperate in such action including, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the Party which bore the costs of such action; or, in any case where the Parties have shared the costs, such money shall be shared in proportion to the costs borne by each Party.

5.2 The Foundation shall render TechAmerica all reasonable assistance in connection with any matter pertaining to the protection, enforcement, or infringement of the TRADEMARK used by the Foundation, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

#### ARTICLE 6 – NEW TRADEMARKS

6.1 Should the Foundation desire to develop a trademark using the name "TechAmerica" in any form other than the TRADEMARK, it must first consult with and obtain the written approval of TechAmerica, which may be withheld in its sole discretion. Such newly developed trademarks will be registered in the name of TechAmerica, and will be deemed to be licensed trademarks licensed to the Foundation hereunder and will be subject to all of the terms and conditions of this Agreement. Such approval will not be contingent upon the payment of any fee or royalties to TechAmerica; however, the cost of obtaining and maintaining such new trademarks, may in TechAmerica's discretion, be borne by the Foundation.

#### ARTICLE 7 – INDEMNIFICATION

7.1 The Foundation shall indemnify and hold TechAmerica harmless from and against all claims, demands and liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim or action arising out of the Foundation's activities arising under this Agreement.

7.2 TechAmerica shall indemnify and hold the Foundation harmless from and against all claims, demands and liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim or action arising out of TechAmerica's activities arising under this Agreement.

#### ARTICLE 8 – MISCELLANEOUS

8.1 This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter herein and supersedes and replaces any prior agreements or understandings. The terms of this Agreement are contractual and not a mere recital. This Agreement may not be altered, amended, modified, or otherwise changed except by a writing duly signed by both of the Parties. If any provision of this Agreement is held by a court or administrative or quasi-judicial agencies of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

8.2 This Agreement may not be assigned nor transferred by the Foundation without the prior written consent of TechAmerica.

8.3 The waiver by TechAmerica of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

8.4 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

8.5 Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon delivery, if delivered by hand, facsimile transmission, inter-/intra-company mail, or mail, to the following addresses:

If to TechAmerica:  
Technology Association of America, Inc.  
601 Pennsylvania Avenue, NW  
North Building, Suite 600  
Washington, DC 20004  
Attn: Benjamin Aderson

If to the Foundation:  
TechAmerica Foundation  
601 Pennsylvania Avenue, NW  
North Building, Suite 600  
Washington, DC 20004  
Attn: Matthew Kazmierczak

8.6 This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia.

8.7 The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first written above.

Technology Association of America, Inc.


Signature:  \_\_\_\_\_

Print Name: Phil Bond

Title: President and CEO

Date: 9-13-10

TechAmerica Foundation

Signature:  \_\_\_\_\_

Print Name: Matthew Kazmierczak

Title: Senior Vice President and Interim Director

Date: 9-7-2010

# United States of America

United States Patent and Trademark Office

## TechAmerica

Reg. No. 3,776,810

Registered Apr. 20, 2010

Int. Cls.: 35 and 42

TECHNOLOGY ASSOCIATION OF AMERICA (VIRGINIA CORPORATION), DBA  
TECHAMERICA

1401 WILSON BOULEVARD

SUITE 1100

ARLINGTON, VA 22209

SERVICE MARK

PRINCIPAL REGISTER

FOR: ARRANGING AND CONDUCTING BUSINESS CONFERENCES; ASSOCIATION SERVICES, NAMELY, PROMOTING THE INTERESTS OF THE ELECTRONICS, ELECTRONICS COMPONENTS, SOFTWARE, TELECOMMUNICATIONS, INTERNET COMMERCE OR COMMUNICATIONS, INFORMATION TECHNOLOGY PRODUCTS OR SERVICES, AND THE DEVELOPMENT OF HUMAN CAPITAL WITHIN THE AFOREMENTIONED INDUSTRIES INDUSTRY; BUSINESS MANAGEMENT OF THE NONPROFIT CORPORATIONS AND TRADE ASSOCIATIONS OF OTHERS; BUSINESS RESEARCH; BUSINESS RESEARCH AND SURVEYS; CONSULTATION SERVICES IN THE FIELD OF COMPANY, BUSINESS SECTOR AND INDUSTRY DATA AND RESEARCH; LOBBYING SERVICES, NAMELY, PROMOTING THE INTERESTS OF THE ELECTRONICS, ELECTRONICS COMPONENTS, SOFTWARE, TELECOMMUNICATIONS, INTERNET COMMERCE OR COMMUNICATIONS, INFORMATION TECHNOLOGY PRODUCTS OR SERVICES, AND THE DEVELOPMENT OF HUMAN CAPITAL WITHIN THE AFOREMENTIONED INDUSTRIES IN THE FIELDS OF LEGISLATION AND REGULATION; PROMOTING PUBLIC INTEREST IN EDUCATION, RECOGNITION, CAREER ADVANCEMENT, AND LEADERSHIP FOR ELITE MANAGERS AND EXECUTIVES IN CORPORATIONS AND PROFESSIONAL SERVICE FIRMS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 2-10-2009; IN COMMERCE 2-10-2009.

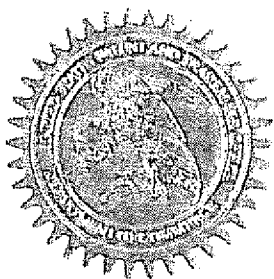
FOR: DEVELOPMENT OF VOLUNTARY STANDARDS FOR ELECTRONICS, ELECTRONICS COMPONENTS, SOFTWARE, TELECOMMUNICATIONS, INTERNET COMMERCE OR COMMUNICATIONS, AND INFORMATION TECHNOLOGY PRODUCTS AND SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 2-10-2009; IN COMMERCE 2-10-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-626,446, FILED 12-4-2008.

DAVID C. REHNER, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office