

04/04/2011

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Re 4-4-11



103621317

To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Minnesota Public Radio

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State \_\_\_\_\_
- Other Minnesota non-profit corporation

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 1-18-11

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name Sound Money, LLC

Internal \_\_\_\_\_

Address \_\_\_\_\_

Street Address: 18644 85th Avenue North

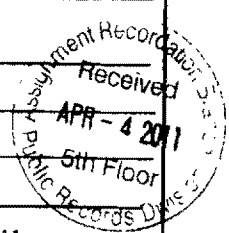
City Maple Grove

State MN

Country USA Zip 55311

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_

Other LLC      Citizenship USA  
If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No (Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s) \_\_\_\_\_

B Trademark Registration No (s)

2540229, 1637582 and 1415318

Additional sheet(s) attached?  Yes  No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

Sound Money

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Timothy R. Duncan, Esq.

Internal Address \_\_\_\_\_

Street Address 8500 Normandale Lake Boulevard  
Suite 2110

City Bloomington

State MN Zip 55437

Phone Number 952-841-0001

Fax Number 952-841-0041

Email Address tduncan@chvv.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$50.00

\$40.00 previously submitted 01/24/11

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

Timothy R. Duncan  
Name of Person Signing

3/25/11  
Date

Total number of pages including cover sheet, attachments, and document

5

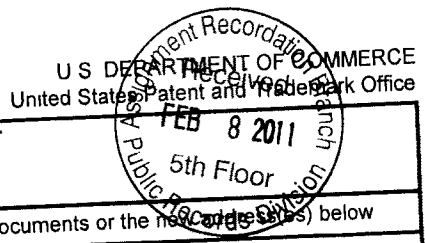
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/8/11

02/08/2011



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2-8-11

To the Director of the U S Pate.

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Minnesota Public Radio

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State \_\_\_\_\_  
 Other Minnesota non-profit corporation

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name Sound Money, LLC  
Internal Address \_\_\_\_\_  
Street Address 18644 85th Avenue North  
City Maple Grove  
State MN  
Country USA Zip 55311

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other LLC      Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) January, 2011

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A Trademark Application No (s) \_\_\_\_\_  
B Trademark Registration No (s) 2540229, 1637582 and 1415318

Additional sheet(s) attached?  Yes  No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).  
Sound Money

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name Timothy R. Duncan, Esq.  
Internal Address \_\_\_\_\_  
Street Address 8500 Normandale Lake Blvd.  
Suite 2110  
City Bloomington  
State MN Zip 55437  
Phone Number 952-841-0001  
Fax Number 952-841-0041  
Email Address tduncan@chvv.com

**6. Total number of applications and registrations involved:** 3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

02/08/2011 TWASHING 00000015 1637582  
Deposit Account Number \_\_\_\_\_ 40.00  
Authorized User Name \_\_\_\_\_

**9. Signature:** Thomas J Kigin \_\_\_\_\_ Date \_\_\_\_\_  
Signature  
THOMAS J KIGIN  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to. Mail Stop Assignment Recordation Services, Director of the USPTO, P O. Box 1450, Alexandria, VA 22313-1450

**TRADE NAME/TRADEMARK  
AND  
ASSIGNMENT AGREEMENT**

**THIS TRADE NAME/TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is entered into effective this 18<sup>th</sup> of January, 2011 by and among Minnesota Public Radio, a Minnesota non-profit corporation ("Assignor") and Potter, Haakenson and Associates, LLC, a Minnesota limited liability company, to be renamed Sound Money, LLC ("Assignee").

**WHEREAS**, Assignor is a Minnesota non-profit corporation which owns and previously used certain trade names and/or trademarks described as "Sound Money", United States Patent registration numbers 2540229, 1637582 and 1415318 (the "Trademarks") and has used such Trademarks in conjunction with certain radio broadcasts, newsletters and other related public media events; and

**WHEREAS**, the Assignee wishes to acquire the entire interest of the Assignor in the Trademarks, the registration thereof pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT**. The Assignor hereby agrees to sell, transfer, assign and convey to the Assignee all of Assignor's right, title, interest, goodwill and other rights in and to the following items:

- a. The trade name/Trademarks registered with the U.S. Patent and Trademark Office as registration numbers 2540229, 1637582 and 1415318;
- b. Any and all right to utilize the trade names and/or Trademarks "Sound Money" and derivations thereof; and
- c. The "Sound Money" trade name/Trademark used by Assignor in relation to its Sound Money newsletter and corresponding trade name/Trademark.

Contemporaneous with the execution of this Agreement, Assignor shall execute this Agreement and any further assignment, filing and registration forms as required by the United States Patent and Trademark Office ("USPTO"), as reasonably requested by Assignee, including the USPTO recordation form PTO-1594 attached hereto as **Exhibit A**. The parties acknowledge and agree that this Agreement, together with the USPTO PTO-1594 recordation form or any related certificate of registration, may be submitted to the USPTO commissioner, in conjunction with any additional filing documentation in the name of Assignee. Assignor shall cooperate and assist with Assignee's USPTO registration of the assignment referenced in this Agreement.

2. **CONSIDERATION.** In consideration for the assignment of the Trademark referenced above, Assignee shall pay Assignor the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars upon Assignor's execution of this Agreement and any corresponding USPTO filing and registration forms.

3. **ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that: (a) Assignor has the requisite authority to own the Trademarks, transfer the Trademarks and execute this Agreement and any documents referenced herein; (b) Assignor possesses all right and title to use the Trademark and property transferred herein, and such intellectual property does not violate the proprietary intellectual property rights of others; (c) Assignor's transfer of the intellectual property rights referenced herein and execution of this Agreement does not violate any applicable law, statute, rule, regulation, contract, order, injunction, corporate articles or bylaws or require any authorization or consent of any third party, court or governmental body; and (d) Assignor's use of the Trademarks has been in compliance with all applicable federal, state, local or other governmental laws or ordinances.

4. **ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.** Assignee represents and warrants to the Assignor that: (a) Assignee has the requisite authority to purchase and own the Trademarks and execute this Agreement and any documents referenced herein; and (b) Assignor's assignment of the intellectual property rights referenced herein and execution of this Agreement does not violate any applicable law, statute, rule, regulation, contract, order, injunction, articles of organization, operating agreement, or require any authorization, consent of any third party, court or governmental body.

5. **LICENSE.** Following the execution of this Agreement, Assignee grants to Assignor a royalty-free, non-exclusive, limited license to utilize the Trademark "Sound Money" only as the name of a previously produced radio and/or webshow originally titled "Sound Money" which may be broadcast and distributed by Assignor in any means, whether now known or hereafter developed, , and for no other purpose. Assignor acknowledges and agrees that Assignee shall retain all right, title and interest to the Trademarks, and that this license shall grant Assignor no further proprietary right other than granted with this License. Assignor further agrees that Assignor shall: (a) comply with all applicable laws and regulations in utilizing this license and the Trademark; (b) shall maintain the high quality and reputable use of the licensed Trademark in Assignor's broadcasts so as not to harm or damage the Trademark; and (c) will not utilize the licensed Trademark in any fashion contrary to this license without Assignee's prior written approval.

6. **OBLIGATIONS OF THE PARTIES.** Upon execution of this Agreement by both parties, Assignee shall pay the purchase price referenced in Section 2 above, and Assignor shall execute those additional USPTO transfer and assignment documents as necessary to file with the USPTO to complete and register the assignment referenced herein. Assignee shall pay any required USPTO assignment filing fee.

7. **INDEMNIFICATION.** The parties hereto agree to indemnify, hold harmless and defend (including reasonable attorney fees and costs) the other party from and against any

material claims, liabilities and obligations resulting from any material misrepresentation or breach of any covenant, term, representation or warranty set forth in this Agreement by a party.

8. **ENTIRE AGREEMENT.** This Agreement and the agreements referenced herein, constitute the entire agreement between the parties, supersede all prior communications and agreements, and may not be modified or waived unless in writing executed by both parties.

9. **GOVERNING LAW.** This Agreement shall be governed pursuant to the laws of the State of Minnesota, with any dispute between the parties relating to this Agreement venued or heard in the State of Minnesota.

10. **SEVERABILITY AND SURVIVAL.** The representations, warranties and covenants contained in this Agreement shall survive the closing and execution of this Agreement, and if any provision of this Agreement is deemed invalid under applicable law, the provision shall not invalidate the remaining provisions of this Agreement.

11. **ASSIGNABILITY.** This Agreement may not be transferred or assigned without the other party's prior written consent, and shall be binding upon and inure to the benefit of those permitted successors and assigns.

12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, all of which together shall be deemed one final and binding agreement.

13. **NOTICES.** Any notices hereunder shall be in writing and shall be either delivered personally or mailed by U.S. Mail, certified or registered with return receipt requested, to the parties' addresses set forth below their respect signature blocks.

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

**ASSIGNOR:**

MINNESOTA PUBLIC RADIO

By: Tom Kiger  
Its: EVP

Address: 480 Cedar Street  
Saint Paul, MN 55101

**ASSIGNEE:**

POTTER, HAAKENSON AND  
ASSOCIATES, LLC,  
A/K/A SOUND MONEY, LLC

By: [Signature]  
Its: President

Address: 18644 85<sup>th</sup> Avenue N  
Maple Grove, MN 55311

*trd clients mcrae haakenson trade name assign agt*