

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNI Enterprises, Inc		11/17/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Referral Institute		
Street Address:	705 Holly		
City:	Rohnert Park		
State/Country:	CALIFORNIA		
Postal Code:	94928		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85188628	VCP	
CORRESPONDENCE DATA			
Fax Number:	(707)584-9033		
Phone:	707 584-4529		
Email:	Attorneys@CaliforniaBusinessDevelopment.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Shawn Jackson ESQ		
Address Line 1:	979 Golf Course Drive. #300		

Address Line 4: Rohnert Park, CALIFORNIA 94928	
NAME OF SUBMITTER:	Shawn Jackson ESQ
Signature:	/SR Jackson/
Date:	11/28/2011
Total Attachments: 1 source=VCP 112210#page1.tif	
RECEIPT INFORMATION	
ETAS ID:	TM219663
Receipt Date:	11/28/2011
Fee Amount:	\$40

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MUTUAL AGREEMENT
Regarding COMMON OWNERSHIP IN
Trademark Names "VCP PROCESS" and "VCP"
AND
RELEASE OF CLAIMS

This Agreement is made April 26, 2011 by and between Dr. Ivan Misner, as CEO and on behalf of BNI ENTERPRISES, INC (hereinafter referred to as "Trademark Transferor"), and Mike Macedonio, as Managing Member and on behalf of Referral Institute is Referral Institute Management LLC (hereinafter referred to as "Trademark Transferee").

1. Transfer of Trademark Interest by Transferor Member. Transferor Member does hereby sell, assign and transfer to Trademark Transferee 50% (i.e. common ownership) all of his Trademark Interest in both "VCP PROCESS" and "VCP" and all other right, title and interest, whether at law or in equity, in and to both Trademarks and the trademark assets. Transferor warrants that he has full beneficial ownership of such Trademark Interest, and it is not subject to any claims or liens in favor of any third parties.
2. Payment by Remaining Members. In consideration for the above transfer, and concurrently with the execution of this instrument, Trademark Transferee shall pay the total sum of \$100.00 to Transferor.
3. Indemnification. From and after the date of this Agreement, Transferor and Transferee shall share 50/50 in any liability or responsibility whatsoever, directly or indirectly, for any Trademark ("VCP" and/or "VCP PROCESS") debts, obligations or liabilities, whether currently existing or created in the future. This indemnification does NOT apply to any Company debt, obligation or liability incurred by the Transferor without the knowledge and consent of the Trademark Transferee and not otherwise reflected on the financial books and records of Company.
4. Release by Trademark Transferor. Except for any obligations or warranties specifically set forth herein, the Trademark Transferor fully and finally release and discharge all actions, claims, demands, liabilities or obligations of whatsoever kind or nature that now exist or may hereafter accrue or exist on their behalf against the Trademark Transferor or Transferee, any and all agents, representatives, employees, servants, successors, interest holders or attorneys thereof or therefor, or any other person or persons, firm, corporation, association, partnership or entity charged with any responsibility or liability therewith, directly, indirectly or vicariously, which arise from or are related in any manner to the ownership or affairs of the use of these trademarks.
5. Further Agreements by Trademark Transferors. Except as otherwise set forth herein:

(a) This release is expressly intended to cover and include all claims, several or otherwise, past, present or future, known or unknown, which can or may ever be asserted by heirs or otherwise, as the result of the dispute as aforesaid, or the effects or consequences thereof.

(b) The undersigned understand and agree that this full and final release covers and includes all claims of every kind or nature, past, present or future, known or unknown, suspected or unsuspected, including all claims or rights pursuant to Section 1542 of the Civil Code of the State of California, which are hereby expressly waived. The undersigned understand that said Section 1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

(c) It is possible that other damages not now known will develop or be developed or discovered, and this full and final release is intended to cover and include all such future damages or their effects, consequences or results from the use or either trademark "VCP PROCESS" and/or "VCP".

(d) This release shall bind and be binding upon the heirs, personal representatives or executors, administrators and assigns of the undersigned and shall inure to the benefit of the agents, employees, servants and successors of the undersigned.

(e) The undersigned represent and warrant that they have been provided with a full and complete opportunity to obtain the advice of legal counsel with respect to their rights and with respect to the execution of this agreement and to all matters which are the subject of this General Release.

6. Miscellaneous

(a) This Agreement represents the entire agreement among all the parties as to the subject matter described herein, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties, it being the intention of the parties that this instrument be deemed a totally integrated agreement.

(b) Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement or the interpretation of any of the provisions hereof shall be submitted to arbitration under the rules set forth in California Code of Civil Procedure section 1280 et seq. The venue of any such arbitration shall be in Sonoma County, California. The prevailing party in such arbitration shall be entitled to recover from any non prevailing party its reasonable attorney fees and costs incurred therein.

(c) All headings herein are inserted only for convenience and ease of reference, and are not to be considered in the interpretation of any provision of this Agreement.

(d) In the event of any dispute over the interpretation of this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or his or her attorney.

(e) Each party agrees to execute and deliver such additional writings, documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

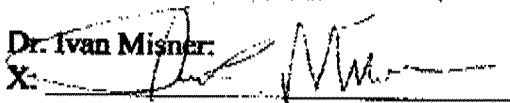
(f) If any provision of this Agreement is held by any court of competent jurisdiction or arbitrator to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature by facsimile shall be deemed an original signature.

TRANSFEROR:

BNI Enterprises INC.

Dr. Ivan Misner:

X: 


Dated:

5/5/11

TRANSFeree MEMBER:

Referral Institute, LLC

Mike Macedonio:

X: 

Dated:

5/5/11