

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colorado State Thespians		10/22/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Educational Theatre Association		
Street Address:	2343 Auburn Ave.		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45219		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4578722	THESCON	
CORRESPONDENCE DATA			
Fax Number:	3037962777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-796-2626		
Email:	scanner@bflaw.com		
Correspondent Name:	Colleen R. Belak		
Address Line 1:	6400 S. Fiddlers Green Circle		
Address Line 2:	Suite 1000		
Address Line 4:	Greenwood Village, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	5505.00		
NAME OF SUBMITTER:	Colleen R. Belak		
SIGNATURE:	/Colleen R. Belak/		
DATE SIGNED:	11/23/2015		
Total Attachments: 2			
source=Signed Trademark Agreement#page1.tif			
source=Signed Trademark Agreement#page2.tif			

OP \$40.00 4578722

TRADEMARK ASSIGNMENT

This Trademark Assignment (Assignment) is by and between Colorado State Thespians (the Assignor) and Educational Theatre Association (Assignee) effective as of October 7, 2015 (Effective Date). For and in exchange of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Mark. Assignor owns the trademark "Thescon," U.S. registration no. 4578722 (the Mark).
2. Assignment. Assignor hereby sells and transfers to Assignee, and Assignee hereby accepts the transfer of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising before or after the date of this Assignment, and any and all renewals and extensions thereof that may after the Effective Date be secured under the laws now or hereafter in effect, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. Purchase Price. Assignee shall pay to Assignor a lump sum of \$8,578.00 in collected funds on the Effective Date.
4. License-back of the Mark. As further consideration for the sale of the Mark, Assignee hereby grants Assignor a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, display, market and sell services and products under the Mark, including for its commercial use (the License). This License shall extend to those persons who are associated with carrying out Assignor's work including, but not limited to, employees, faculty, students, participants, contractors, consultants, collaborators, and program sponsors.
5. Audit Rights. Assignee shall have the right to audit Assignor's use of the Mark to ensure Assignor's use does not impugn the quality and reputation of the Mark. If Assignee determines Assignor's use does impugn the quality or reputation of the Mark, Assignee will notify Assignor of such determination and Assignor shall have thirty days to take curative action. In no event, however, shall Assignor's failure to cure terminate this License.
6. Dispute Resolution. If any dispute arises out of or is related to this Assignment, and the parties cannot resolve the dispute, the dispute shall be submitted to a mutually agreeable mediator. If the parties cannot agree on a mediator within ten (10) days of a party first suggesting a mediator, the dispute shall be submitted to a recognized provider of alternative dispute resolution services located in the Chicago, Illinois metropolitan area, with the particular mediator being an attorney experienced in intellectual property disputes. If the dispute is not resolved by mediation within thirty (30) days after the initial mediation session is held, either party to the dispute may bring an action at law subject to Section 7(b) below.
7. General Provisions.
 - a. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between

the parties with respect to the subject matter hereof. Any provision of this Assignment may be amended or modified in any way only with the written consent of both parties.

b. Governing Law: Attorneys' Fees. This Assignment shall be governed by, construed and enforced in accordance with Colorado law. Any action with respect to this Assignment shall be brought only in the state or federal courts located in (i) the City and County of Denver, Colorado, if the action is brought against Assignor, or (ii) the state in which Assignee's principal place of business is located, if the action is brought against Assignee. The party prevailing in such litigation shall be entitled to an award of its costs and fees including, but not limited to, attorneys' and expert witness fees, from the non-prevailing party.

c. Severability. If any provision of this Assignment is determined to be invalid or unenforceable, in whole or in part, for any reason, such provision shall be modified to the extent necessary to make such provision valid and enforceable to the fullest extent of the law. If the provision cannot be so modified, such provision shall be stricken without invalidating the remaining provisions of this Assignment.

d. General. The headings and captions used in this Assignment are used for convenience only and shall not be used in construing or interpreting this Assignment. All demands, notices, and other communications to be given hereunder, shall be in writing addressed to the receiving party at the address set forth below its signature or subsequently designated in accordance with this section. The terms and conditions of this Assignment shall benefit and bind the parties and their respective successors and assigns.

e. Signatures. By signing below, the undersigned represents and warrants he or she is authorized to sign for the party on whose behalf he or she signs and bind such party to the terms of this Assignment. This Assignment may be signed in multiple counterparts all of which together shall constitute one and the same document. Electronically transmitted signature pages shall be treated as original signature pages.

The undersigned, intending to be bound, have executed this Trademark Assignment effective as of the Effective Date.

Colorado State Thespians

Educational Theatre Association

By: Tami LaSasso 10/22/15
Name & Title: Tami LaSasso, Chapter Dir.
Address: 2001 Lincoln St. #1111
Denver, CO 80202

By: Julie Theobald 10/22/15
Name & Title: Julie Theobald, Executive Director
Address: 2343 Auburn Ave
Atlanta, GA 30319