

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM454769

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Expert Health Data Programming, Inc.		12/15/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniel Goldman		
<b>Street Address:</b>	1608 Glenwood Ave SE		
<b>City:</b>	Renton		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98058		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86430616	STD WIZARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	425-271-6058		
<b>Email:</b>	dgoldman@ehdp.com, dagoldman@yahoo.com		
<b>Correspondent Name:</b>	Daniel Goldman		
<b>Address Line 1:</b>	1608 Glenwood Ave SE		
<b>Address Line 4:</b>	Renton, WASHINGTON 98058		
<b>NAME OF SUBMITTER:</b>	Daniel Goldman		
<b>SIGNATURE:</b>	/daniel goldman/		
<b>DATE SIGNED:</b>	12/15/2017		
<b>Total Attachments: 10</b>			
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Agreement to Assign STD WIZARD Trademark  
December 14, 2017

The "Parties", Expert Health Data Programming, Inc. ("EHDP") and Daniel Goldman ("Goldman") agree to assign the STD WIZARD trademark ("the mark") from EHDP (party conveying) to Goldman (party receiving).

**The Parties** - EHDP is a Texas Corporation with business offices at 1608 Glenwood Avenue SE, Renton, WA 98058. Goldman is an individual, a US citizen and contract programmer, residing at the same address: 1608 Glenwood Avenue SE, Renton, WA 98058. Goldman is also President of EHDP. However, the assignment is from EHDP to Goldman the individual.

**The Mark** - The STD WIZARD mark has serial number 86430316. The status is that an opposition is pending. However, the opposition was withdrawn on December 13, 2017.

**Representations and warranties** - EHDP owns all rights to the mark, with one exception: EHDP has granted the Medical Institute for Sexual Health (MI), a non-profit corporation located in Austin, TX, a permanent license to also use the mark, though without the TM or registration symbol. Please see separate file attached.

**Authority to transfer** - EHDP has the authority to transfer the mark.

**No pending claims** - There are no pending claims against the mark or its use.

**Reason for the assignment** - On learning that a confusingly similar software was published around October, 2014, EHDP immediately filed a USPTO trademark application for the mark. However, Goldman is the owner of the copyright on the STD Wizard software. Thus, it made more sense for Goldman to apply for the mark, but under the time constraint in October, 2014, it was incorrectly decided to have EHDP apply for the mark. This assignment corrects that error made under duress.

**Rights transferred** - All rights to the mark owned by EHDP are transferred to Goldman, including any goodwill associated with the mark.

**Payment terms** - No payment is required, because this is correcting a past error.

<u>Daniel Goldman</u>	<u>12/14/2017</u>
Daniel Goldman, President, EHDP	Date
<u>Daniel Goldman</u>	<u>12/14/2017</u>
Daniel Goldman, Contract Programmer	Date

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into as of December 12, 2017 ("Effective Date") by and among Medical Institute for Sexual Health ("MI"), a Texas non-profit corporation having a principal place of business at 1101 S. Capital of Texas Highway, Building B, Suite 100, Austin, Texas 78746; Expert Health Data Programming, Inc. ("EHDP"), a Texas corporation having a principal place of business at 1608 Glenwood Ave SE, Renton, Washington 98058; and Daniel Aaron Goldman ("Goldman"), an individual residing at 1608 Glenwood Ave SE, Renton, Washington 98058. MI, EHDP, and Goldman are each referred to individually as a "Party" and are referred to collectively as the "Parties."

WHEREAS, certain controversies and disputes exist among the Parties, as set forth in the pleadings in *Medical Institute for Sexual Health v. Expert Health Data Programming, Inc.*, Opposition No. 91229588 in the United States Patent and Trademark Office Trademark Trial and Appeal Board (the "TTAB Action") and *Medical Institute for Sexual Health v. Expert Health Data Programming, Inc., et al.*, Civil Action No. 1:17-cv-960-RP in the United States District Court for the Western District of Texas, Austin Division (the "WDTX Action"), which pleadings are incorporated herein by reference as though set forth in detail;

WHEREAS, by email dated November 15, 2017, the Parties agreed to resolve all controversies and disputes among them; and

WHEREAS, the Parties wish to formalize their agreement with respect to the above;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions:

- a. "STD WIZARD Mark" means and refers to the mark STD WIZARD as applied to "non-downloadable online computer software for telling which STD tests the CDC (Centers for Disease Control and Prevention) Guidelines recommend by asking the minimum needed questions" in International Class 042.
- b. "MI Internet Domains" means and refers to all Internet domains (including but not limited to `stdwizard.com` and `stdwizard.org`) registered to or otherwise owned or controlled by MI as of the Effective Date.
- c. "Goldman Copyright" means and refers to U.S. Copyright Reg. No. #TXu001266452 entitled "STD Wizard."

2. Withdrawal of Ownership Claim over STD WIZARD Mark: MI hereby withdraws all claims to ownership of the STD WIZARD Mark. Within 30 days of the Effective Date, MI shall remove all instances of "TM" as applied to the STD WIZARD Mark from all software created, owned, controlled, or disseminated by MI.

3. License to STD WIZARD Mark: EHDP hereby grants to MI a perpetual, non-revocable, worldwide, royalty-free, fully paid up license to use the STD WIZARD Mark.

4. Rights to MI Internet Domains: Each of EHDP and Goldman hereby acknowledges MI's exclusive ownership of all MI Internet Domains and agrees not to challenge MI's registered or common law rights thereto in any court or before any authority in the United States or elsewhere.

5. Rights to Goldman Copyright: MI hereby acknowledges Goldman's exclusive ownership of the Goldman Copyright and agrees not to challenge Goldman's registered or common law rights thereto in any court or before any authority in the United States or elsewhere.

6. Mutual Non-Interference: No Party shall interfere with any other Party's goods or services (including but not limited to Internet content) used in connection with the STD WIZARD Mark or the right to monetize those goods or services.

7. Mutual Non-Disparagement: Each Party shall refrain from disparaging any other Party; provided, however, that nothing in this Agreement shall prohibit any Party from disclosing information that is required to be disclosed to comply with applicable laws, regulations, or orders of a court or other regulatory body of competent jurisdiction. Within 30 days of the Effective Date, EHDP and Goldman shall permanently delete from all websites owned or controlled by EHDP or Goldman all statements disparaging MI or MI's goods or services, specifically including any statement that the stdwizard.com or stdwizard.org domains will eventually stop working. Likewise, within 30 days of the Effective Date, MI shall permanently delete from all websites owned or controlled by MI all statements (if any) disparaging EHDP, Goldman, or EHDP's or Goldman's goods or services.

8. Withdrawal of TTAB Action: No later than December 15, 2017, MI shall file a Withdrawal of Opposition in the TTAB Action in substantially the form prescribed by Exhibit A hereto.

9. Dismissal of WDTX Action: No later than December 15, 2017, MI shall file a Motion to Dismiss the WDTX Action in substantially the form prescribed by Exhibit B hereto.

10. MI Release and Covenant Not to Sue: Subject to EHDP's and Goldman's timely fulfillment of their obligations under this Agreement, MI hereby releases, acquits, and forever discharges EHDP and Goldman from any and all claims in law or in equity that could have been brought in the TTAB Action or the WDTX Action, including but not limited to any claim related to the STD WIZARD Mark, the MI Internet Domains, or the Goldman Copyright, and covenants not to sue EHDP or Goldman on account of any such claim.

11. EHDP/Goldman Release and Covenant Not to Sue: Subject to MI's timely fulfillment of its obligations under this Agreement, each of EHDP and Goldman hereby releases, acquits, and forever discharges MI from any and all claims in law or in equity that could have been brought in the TTAB Action or the WDTX Action, including but not limited to any claim related to the STD WIZARD Mark, the MI Internet Domains, or the Goldman Copyright, and covenants not to sue MI on account of any such claim.

12. Opportunity to Cure: In the event that any Party ("Non-Breaching Party") shall allege or otherwise assert that any other Party ("Breaching Party") has breached any provision of this Agreement, the Non-Breaching Party shall provide written notice to the Breaching Party, and the Breaching Party shall have 30 days following receipt of such written notice to cure such alleged or asserted breach.

13. Further Assurances: Each Party shall execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

14. Miscellaneous:

- a. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes and replaces any and all prior agreements and understandings among them regarding such subject matter.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of laws principles. The Parties consent and submit to the exclusive jurisdiction of the state and federal courts in Austin, Texas, for any dispute involving or relating in any way to this Agreement.
- c. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- d. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any jurisdiction.
- e. Each Party has had full opportunity to negotiate the terms of this Agreement, and no Party intends that this Agreement be construed for or against any Party because of that Party's role in drafting this Agreement.
- f. All notices hereunder shall be sent to the Parties at their respective addresses set forth in the preamble hereto, with a copy of notices to MI also being sent to Debra Coleman, Esq., Coleman & Coleman, P.C., P.O. Box 161957, Austin, Texas 78716.
- g. Each Party shall be responsible for its own attorney's and other fees incurred by it in the preparation and negotiation of this Agreement and prior thereto regarding the subject matter hereof.

IN WITNESS OF THE FOREGOING, the Parties have executed this Agreement as of the Effective Date.

**MEDICAL INSTITUTE FOR SEXUAL HEALTH**

By: *Freda M. Bush*  
Freda M. Bush, President/CEO

**EXPERT HEALTH DATA PROGRAMMING, INC.**

By: *Daniel Goldman*  
Daniel Goldman, President

**DANIEL AARON GOLDMAN**

*Daniel Aaron Goldman*  
Daniel Aaron Goldman

# EXHIBIT A





# EXHIBIT B



