



05-11-2001

05-23-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #11



101726328

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MO 5-11-01

1. Name of conveying party(ies):

Full Circle Media Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Connecticut
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Summer Communications, Inc.

Internal Address: _____

Street Address: 7626 Densmore Avenue

City: Van Nuys State: CA Zip: 91406

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Court Order

Execution Date: March 31, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,159,925

Additional number(s) attached Yes No

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

Name: Marvin H. Kleinberg

Internal Address: Kleinberg & Lerner, LLP

Street Address: 2049 Century Park East

Suite 1080

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marvin H. Kleinberg

Name of Person Signing

Signature

5/8/2001

Date

14

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

RECORDED MAIL... 50.00

TRADEMARK

REEL: 002301 FRAME: 0239

1 SAMUEL T. REES (Bar No. 58099)
2 865 South Figueroa Street, Suite 2500
3 Los Angeles, California 90017-2567
4 Telephone: (213) 892-0999

5 MARVIN H. KLEINBERG (Bar No. 24953)
6 MICHAEL R. DILIBERTO (Bar No. 139029)
7 ARANT, KLEINBERG, LERNER & RAM, LLP
8 Suite 1080
9 2049 Century Park East
10 Los Angeles, California 90067
11 Telephone: (310) 557-1511

12 Attorneys for SUMMER COMMUNICATIONS, INC.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION

16 SUMMER COMMUNICATIONS, INC., a)
17 California corporation,)
18)
19 Plaintiff,)
20)
21 vs.)
22)
23 FULL CIRCLE MEDIA, INC., a)
24 Connecticut corporation, and)
25 DOES 1 to 10, inclusive)
26)
27 Defendants.)

28 FULL CIRCLE MEDIA CORPORATION,)
29 a Connecticut corporation,)
30)
31 Counterclaimant,)
32)
33 vs.)
34)
35 SUMMER COMMUNICATIONS, INC., a)
36 California corporation,)
37)
38 Counterclaim Defendant.)

39 CAPTION CONTINUED ON NEXT PAGE

FILED
CLERK, U.S. DISTRICT COURT
APR - 1 1998
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

ENTERED
CLERK, U.S. DISTRICT COURT
APR 2 1998
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

CASE NO. CV 96-6858 JGD (RCX)
SETTLEMENT STIPULATION AND
ORDER THEREON
Date: N/A
Time: N/A
Ctrm: 890
Stat Conf: None Set
Disc. C/O: None Set
Trial: None Set

1 SUMMER COMMUNICATIONS, INC., a)
 California corporation,)
 2 Counterclaimant,)
 3 vs.)
 4 FULL CIRCLE MEDIA, INC., a)
 Connecticut corporation)
 5 Counterclaim Defendant.)
 6
 7
 8 SUMMER COMMUNICATIONS, INC., a)
 California corporation,)
 9 Third-Party Plaintiff,)
 10 vs.)
 11 ULLO INTERNATIONAL, INC., a)
 Massachusetts corporation;)
 12 RESPONDER PUBLICATIONS, INC.,)
 a Florida corporation and DOES)
 13 1-20, inclusive,)
 14 Third-Party Defendants.)
 15

16
 17 IT IS HEREBY STIPULATED by and among SUMMER COMMUNICATIONS,
 18 INC. ("SCI"), FULL CIRCLE MEDIA CORPORATION ("FCMC"), ULLO
 19 INTERNATIONAL, INC. ("ULLO") and RESPONDER PUBLICATIONS, INC.
 20 ("Responder") that the captioned litigation be settled and
 21 resolved on the following terms and conditions and that this
 22 Court enter the following order:

23 1. The parties stipulate as to the following facts as
 24 undisputed among themselves:

25 a. SCI is the owner of the following registered
 26 marks: EMS® and EMERGENCY MEDICAL SERVICES®; and the following
 27 common law marks: EMS MAGAZINE™; EMS MAG™; EMERGENCY MEDICAL
 28 SERVICES MAGAZINE™; EMS RESCUE TECHNOLOGY™; EMS MAGAZINE

1 EXPOSITIONSM; and EMS MAGAZINE EXPOSITION AND DESIGNSM (hereinafter
2 collectively the "Marks").

3 b. In March, 1988, FCMC, then known as Conference
4 Management Corporation, and SCI's predecessor in interest,
5 Creative Age Publications, Inc., formed a joint venture (the
6 "Joint Venture") for the purpose of organizing and conducting
7 comprehensive exposition and seminar programs on emergency
8 medical services using the name, "EMS EXPO" for the programs.
9 The parties also used a heart monitor design to promote these
10 programs. A depiction of the heart monitor design is attached
11 hereto as Exhibit A.

12 c. In 1991, Conference Management Corporation changed
13 its name to Full Circle Media Corporation.

14 d. Effective as of Mid-July, 1993, Creative Age
15 Publications, Inc., with the knowledge and consent of FCMC, sold
16 and transferred its Joint Venture interest to SCI.

17 e. In 1995, ULLO became the corporate parent of FCMC.

18 f. The Joint Venture conducted programs under the
19 name "EMS EXPO", in 1989, 1990, 1991, 1992, 1993, 1994, 1995 (2
20 EXPOS) and in 1996.

21 g. SCI withdrew from the Joint Venture at the
22 conclusion of the 1996 EXPO on April 20, 1996. This withdrawal
23 resulted in the dissolution of the Joint Venture.

24 h. Following the dissolution of the Joint Venture,
25 SCI has begun to conduct exposition and seminar programs on
26 emergency medical services using the name, "EMS MAGAZINE
27 EXPOSITION and Design" for the programs.

28

1 i. Following the dissolution of the Joint Venture,
2 FCMC, and, in 1997, Responder continued to conduct exposition and
3 seminar programs on emergency medical services using the name,
4 "EMS EXPO" for the programs.

5 j. Numerous disputes have arisen among the parties
6 which they intend to settle and resolve by this stipulation and
7 order.

8 2. The Joint Venture shall be deemed to be fully dissolved
9 and wound-up, effective April 20, 1996. In the event that there
10 exist any unsatisfied obligations of the Joint Venture to
11 unaffiliated third parties (i.e., parties other than SCI, FCMC,
12 ULLO, Responder or their respective affiliates) which pre-date
13 April 20, 1996 and which were not caused by the negligence or
14 breach of duty of any party hereto, those obligations shall be
15 satisfied 25% by SCI and 75% by FCMC and ULLO. In the event that
16 there exist any unsatisfied obligations of the Joint Venture to
17 unaffiliated third parties which post-date April 20, 1996, those
18 obligations shall be satisfied by ULLO and FCMC. In the event
19 that there exist any unsatisfied obligations of the Joint Venture
20 to unaffiliated third parties which were caused by the negligence
21 or breach of duty of any party hereto, those obligations shall be
22 satisfied by the party creating the obligation. In the event
23 that there exist any unsatisfied obligations of the Joint Venture
24 to affiliated persons or entities, those obligations shall be
25 borne by the affiliated joint venturer.

26 3. FCMC shall pay SCI forthwith the sum of \$8,000 and upon
27 such payment SCI shall be conclusively deemed to have withdrawn
28

1 any claim for accounting of the profits of the Joint Venture,
2 with prejudice.

3 4. FCMC and ULLO, and each of them, and those acting in
4 concert with any of them, shall not infringe, use or cause any
5 other person to infringe upon any of SCI's Marks, the marks EMS
6 EXPO and EMS EXPO and DESIGN referred to in Paragraph 5 below or
7 the heart monitor design (Exhibit A). Additionally, Responder
8 and those acting in concert with it shall not infringe or cause
9 any other person to infringe upon any of SCI's Marks, EMS EXPO or
10 the heart monitor design.

11 5. FCMC on its own behalf and on behalf of the Joint
12 Venture hereby assigns, transfers and conveys to SCI, without
13 warranty of any kind, all right, title and interest in and to EMS
14 EXPOSM and EMS EXPO and DESIGNSM, including the heart monitor.

15 6. The foregoing shall not preclude SCI, FCMC, ULLO or
16 Responder from accurately identifying its prior affiliation with
17 EMS EXPO.

18 7. FCMC shall forthwith provide SCI with a final listing
19 of exhibitors and attendees at the 1996 EMS EXPO.

20 8. The Court in the captioned action shall retain
21 jurisdiction over the parties to enforce the terms of this
22 stipulation and order. All of the claims in the above captioned
23 action, except the dissolution claim, shall be dismissed with
24 prejudice and with each party bearing its own costs of suit and
25 attorneys fees. The dissolution claim shall be deemed to be
26 fully adjudicated by this stipulation and order. If any legal or
27 equitable action is necessary to enforce the terms of this
28 stipulation and order, the prevailing party shall be entitled to

1 recover costs and attorneys' reasonable fees and costs which are
2 incurred and/or paid in addition to any other relief to which
3 such party may be entitled.

4 9. Effective upon the entry of the attached order, SCI,
5 and its successors and assigns, and each of them, hereby releases
6 and discharges ULLO, FCMC and Responder, and their respective
7 successors, assigns, insurers, officers, directors, shareholders,
8 employees, attorneys, agents and representatives (past and
9 present), and each of them, for any and all claims, lawsuits,
10 damages, and causes of action, whether known or unknown, of any
11 kind or nature, including any claims asserted in this action.

12 10. Effective upon the entry of the attached order, FCMC,
13 ULLO and Responder, and their respective successors and assigns,
14 and each of them, hereby release and discharge SCI, and its
15 successors, assigns, insurers, officers, directors, shareholders,
16 employees, attorneys, agents and representatives (past and
17 present), and each of them, for any and all claims, lawsuits,
18 damages, and causes of action, whether known or unknown, of any
19 kind or nature, including any claims asserted in this action.

20 11. The releases set forth in Paragraphs 9 and 10
21 hereinabove extend to all claims of the releasing parties of any
22 kind or nature; known or unknown; suspected or unsuspected; and
23 all rights under Section 1542 of the California *Civil Code* or any
24 other similar law of any other jurisdiction are hereby expressly
25 waived by the releasing parties. That Section reads, as follows:

26 Section 1542. Certain Claims Not Affected by
27 General Release. A general release does not
28 extend to claims which the creditor does not

1 know or suspect to exist in its favor at the
2 time of executing the release, which if known
3 by him, must have materially affected his
4 settlement with the debtor.

5 12. Each party represents and warrants that it alone is the
6 owner of all claims asserted in the above action or arising out
7 of the subject matter of the action and that it has not assigned,
8 transferred or conveyed either by agreement or by operation of
9 law to any person or entity any of the claims against any person
10 or entity released herein.

11 13. Each of the parties hereto represents that it has been
12 advised of the effect of this stipulation and order by its own
13 attorneys, has investigated the facts deemed necessary and is not
14 relying upon any representation or acknowledgement, whether oral
15 or in writing, of any other party hereto, except as contained
16 herein. Further, all parties expressly waive any right to
17 rescind this stipulation and order.


18 14. The parties hereto shall perform such acts and prepare,
19 execute, file and record any documents or stipulations reasonably
20 required to perform the covenants and to satisfy the conditions
21 herein contained.

22 15. This stipulation and order shall be construed in
23 accordance with Federal law governing the interpretation of
24 judgments and shall be interpreted and enforced by summary
25 proceeding by the Court in this action. If any provision of this
26 stipulation and order shall be deemed to be invalid, void or
27 illegal, such provision shall be construed and amended in a
28 manner which would permit its enforcement but in no event shall

1 such provision affect, impair or invalidate any other provision
2 hereof. This stipulation shall be deemed to have been jointly
3 drafted by each party and shall not be construed against any
4 party hereto.

5 16. The release of the persons and entities who are not
6 signatories to this stipulation and order are made expressly for
7 their benefit and they shall be deemed third party beneficiaries
8 of this stipulation and order. Each covenant and condition set
9 forth herein shall inure to the benefit of and be binding upon
10 the parties hereto, and their respective successors and assigns.


11 Dated: 2/27, 1998 FULL CIRCLE MEDIA CORPORATION

12
13 By 
14 Thomas Camp

15 Dated: 2/27, 1998 SUMMER COMMUNICATIONS, INC.

16
17 By 
18 Carol Summer

19 Dated: 2/27, 1998 ULLO INTERNATIONAL, INC.

20
21 By 
22 Thomas Camp

23 Dated: 3/4, 1998 RESPONDER PUBLICATIONS, INC.


24
25 By 
26 Sam Marshall Rambetti CEO

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: March 26, 1998

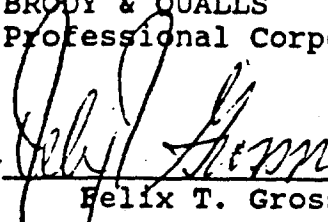
3 SAMUEL T. REES

4 MARVIN H. KLEINBERG
5 MICHAEL R. DILIBERTO
6 ARANT, KLEINBERG, LERNER &
7 RAM, LLP

8 By 
9 Samuel T. Rees

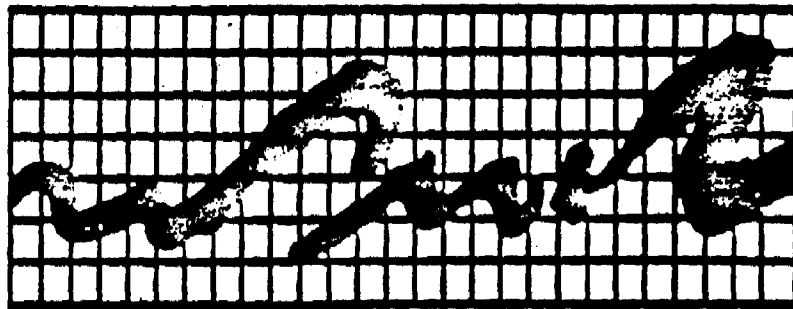
10 Attorneys for SUMMER
11 COMMUNICATIONS, INC.

FELIX T. GROSSMAN
HOWARD P. BRODY
GRAVEN PERRY BLOCK
BRODY & QUALLS
A Professional Corporation

By 
Felix T. Grossman

Attorneys for ULLO
INTERNATIONAL, FULL CIRCLE
MEDIA CORPORATION and
RESPONDER PUBLICATIONS, INC.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



EMS SM

E X P O

1 ORDER

2 Good cause appearing and the parties having entered into the
3 foregoing attached stipulation, IT IS HEREBY ORDERED, as follows:

4 1. The Joint Venture between SUMMER COMMUNICATIONS, INC.
5 and FULL CIRCLE MEDIA CORPORATION is dissolved. In the event
6 that there exist any unsatisfied obligations of the Joint Venture
7 to unaffiliated third parties (i.e., parties other than SCI,
8 FCMC, ULLO, Responder or their respective affiliates) which pre-
9 date April 20, 1996 and which were not caused by the negligence
10 or breach of duty of any party to the stipulation, those
11 obligations shall be satisfied 25% by SCI and 75% by FCMC and
12 ULLO. In the event that there exist any unsatisfied obligations
13 of the Joint Venture to unaffiliated third parties which post-
14 date April 20, 1996, those obligations shall be satisfied by ULLO
15 and FCMC. In the event that there exist any unsatisfied
16 obligations of the Joint Venture to unaffiliated third parties
17 which were caused by the negligence or breach of duty of any
18 party to the stipulation, those obligations shall be satisfied by
19 the party creating the obligation. In the event that there exist
20 any unsatisfied obligations of the Joint Venture to affiliated
21 persons or entities, those obligations shall be borne by the
22 affiliated joint venturer. The Court retains jurisdiction to
23 determine the responsibility for any unsatisfied obligations of
24 the Joint Venture.

25 2. FCMC shall pay SCI forthwith the sum of \$8,000 and upon
26 such payment SCI shall be conclusively deemed to have withdrawn
27 any claim for accounting of the profits of the Joint Venture,
28 with prejudice.

1 3. As among the parties to the stipulation, SCI is the
2 owner of the following registered marks: EMS® and EMERGENCY
3 MEDICAL SERVICES®; and the following common law marks: EMS
4 MAGAZINE™; EMS MAG™; EMERGENCY MEDICAL SERVICES MAGAZINE™; EMS
5 RESCUE TECHNOLOGY™; EMS MAGAZINE EXPOSITION™; and EMS MAGAZINE
6 EXPOSITION AND DESIGN™ (hereinafter collectively the "Marks").

7 4. FCMC and ULLO, and each of them, and those acting in
8 concert with any of them, shall not infringe, use or cause any
9 other person to infringe upon any of SCI's Marks, the marks EMS
10 EXPO and EMS EXPO and DESIGN referred to in Paragraph 5 of the
11 foregoing stipulation or the heart monitor design depicted in
12 Exhibit A to the foregoing stipulation. Responder and those
13 acting in concert with it shall not infringe, or cause any other
14 person to infringe upon any of SCI's Marks, EMS EXPO or the heart
15 monitor design.

16 5. The foregoing shall not preclude SCI, FCMC, ULLO or
17 Responder from accurately identifying its prior affiliation with
18 EMS EXPO.

19 6. FCMC shall forthwith provide SCI with a final listing
20 of exhibitors and attendees at the 1996 EMS EXPO.

21 7. The Court retains jurisdiction over the parties to
22 enforce the terms of the stipulation and this order and may do so
23 by summary proceeding.

24 8. All of the claims asserted in this action, except the
25 dissolution claim, are dismissed with prejudice and with each
26 party bearing its own costs of suit and attorneys fees. The

27 / / /
28 / / /

1 dissolution claim is fully adjudicated by the stipulation and
2 this order.

3 Dated: MAR 31 1998, 1998

JOHN G. DAVIES
United States District Judge

John G. Davies

UNITED STATES DISTRICT JUDGE

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28