

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hancock University		02/25/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	University of Southern California		
Street Address:	University Park, ADM 352		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90089-5013		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736081	HANCOCK UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	3105527031		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-551-8755		
Email:	pto-cc@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, Suite 4000		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	93107-00119		
NAME OF SUBMITTER:	Mandy Robertson-Bora		
Signature:	/mandy robertson-bora/		

Date:

04/18/2013

Total Attachments: 4

source=Settlement and Assignment#page1.tif

source=Settlement and Assignment#page2.tif

source=Settlement and Assignment#page3.tif

source=Settlement and Assignment#page4.tif

SETTLEMENT AGREEMENT

This Consent Agreement ("Agreement") is entered into and effective as of February 25, 2013 (effective date) by and among the University of Southern California, a California non-profit corporation ("USC"), and Hancock University ("Hancock"). Both of the parties to this Agreement may individually be referred to as a "Party" and may collectively be referred as the "Parties."

Recitals

- A. Founded in 1880, the University of Southern California ("USC") is the oldest private research university in the Western United States, with a national and international reputation. USC owns numerous federally registered trademarks, internationally registered trademarks, and common-law trademarks including the University of Southern California seal, for which USC has been awarded an *incontestable* trademark registration, U.S. Trademark Registration No. 1,789,823 (the "USC Seal"). The aforementioned trademark registration is valid and existing, unrevoked, incontestable, and uncanceled. USC has continuously used the USC Seal in connection with USC's educational services, athletic events, and related services and merchandise since at least 1976. A copy of the incontestable USC Seal registration is attached hereto as Exhibit 1.
- B. Founded in 2008, Hancock University ("Hancock") is a private university based in Los Angeles, California. Hancock University has used a school seal which is attached hereto as Exhibit 2 ("Hancock Seal"). Hancock University has received a federal trademark registration for the Hancock Seal, U.S. Trademark Registration No. 3,736,081.
- C. USC only recently learned of Hancock's use of the Hancock Seal. Upon review, it appears to USC that the design elements of the Hancock Seal have been copied directly from the USC Seal. USC asserts that Hancock's use of the Hancock Seal constitutes both trademark and copyright infringement. USC asserts that it would be entitled to cancellation of the federal registration for the Hancock Seal as well as immediate injunctive relief against use of the Hancock Seal and damages and attorney's fees in any litigation.
- D. Hancock denies that it intentionally copied the Hancock Seal, and further denies that its use of the Hancock Seal constitutes trademark or copyright infringement.
- E. The Parties wish to resolve their differences with respect with respect to the Hancock Seal without the need for litigation before the Patent and Trademark Office or any federal court.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are an integral part of this Agreement.
2. **No Admission of Liability.** The Parties expressly understand and agree that this Agreement is a settlement of disputed claims, and neither side admits any liability in connection therewith.
3. **Replacement of the Hancock Seal Within Three Months and Cessation of Use as Soon as Reasonable Practicable.** Hancock agrees to develop a new seal to replace the Hancock Seal within three months of the Effective Date of this Agreement. Hancock further agrees to phase out any use of the Hancock Seal as soon as reasonably practicable, with all use to be phased out and not used in any form by September 30, 2013 at the latest. The replacement and phasing out of the Hancock Seal includes, but is not limited to, removal of the Hancock Seal from any website, stationary, and signage for Hancock University, and Hancock shall cease using the Hancock Seal in any form after that date.
4. **Assignment of Hancock Seal.** Effective upon the execution of this Agreement, Hancock hereby irrevocably transfers all right, title, and interest in the Hancock Seal and U.S. Registration No. 3,736,081 to USC, and disclaims any right to use such Seal beyond the three month "safe harbor" period provided by paragraph 3 above. Hancock further acknowledges the validity of the USC Seal and affirmatively consents to USC's registration of the USC Seal and any related mark containing any of the design elements in the USC Seal.
5. **Releases:** Conditional upon compliance with Hancock's compliance with this agreement, the Parties hereto hereby **RELEASE** and forever **DISCHARGE** each other and each of its officers, directors, subsidiaries, divisions, managers, agents, servants, employees, representatives, attorneys, predecessors, heirs, successors, and assigns, and each of them from any and all claims, counterclaims, demands, defenses, and causes of action, heretofore arising in law or equity, enforceable in a court, arbitration tribunal, or administrative proceeding, existing at any time before the full execution of this Agreement, that relate to the USC Seal or the Hancock Seal. This release does not extend to the obligations in connection with this Agreement.
6. **Governing Law.** This Agreement shall govern the rights of the Parties throughout the World, and shall be governed by the laws of the State of California.
7. **Enforceability.** If part of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, but the substance and spirit of the Agreement can be carried out without the part held unenforceable or invalid, such judgment shall

not affect the enforceability of the other parts of this Agreement or the total of this Agreement.

8. **Entire Agreement.** This Agreement embodies the entire agreement of the Parties on the subject matter herein.
9. **No Oral Modifications.** This Agreement may not be waived, amended, modified, superseded, cancelled, or supplemented, except in a writing signed by an authorized representative of each Party to be bound.
10. **Successors, Agents, and Assigns.** This Agreement also shall be effective and binding upon the Parties' respective officers, employees, attorneys, successors, assigns, affiliates, subsidiaries, and licensees, to each and all of whom the Parties will give any notice that may reasonably be required to effect their immediate and future compliance.
11. **Construction.** This Agreement is a compromise and settlement of disputed claims and rights and is not intended to be, nor shall be construed as, any admission of liability or wrongdoing by any Party or any other person or entity. This Agreement shall be deemed to have been jointly drafted by the Parties hereto and shall not be construed strictly against any Party.
12. **Authorization to Execute Agreement.** Each individual who executes this Agreement on behalf of any Party hereby represents and warrants that he or she does so with the knowledge and express approval and authorization of the Party on whose behalf they execute the Agreement.
13. **Additional Representations and Warranties.** Each Party has received legal advice from its attorneys or had the opportunity to receive advice from its attorneys with respect to the advisability of making the settlement provided for in this Agreement. No Party has assigned, transferred, granted, or purported to assign, transfer, or grant, any of the claims, counterclaims, demands, defenses, causes of action, or copyright/trademark rights disposed of by this Agreement.
14. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall constitute an original hereof.
15. **Further Assurances.** Each of the Parties hereto agree that, at the request of the other Party hereto and without further consideration, it will execute and deliver such other documents and take such other action as such other Party may reasonably request in order to consummate more effectively the transactions contemplated hereby. Moreover, the Parties to this Agreement agree that, absent and subject to an order from a court of competent jurisdiction or similar compulsion of law, such Party will not, either directly or indirectly, take any action which would interfere with the performance of this Agreement by any Party hereto, or which would adversely affect any of the rights provided for herein.

16. Notice. Unless notified in writing to the contrary, any notice required or permitted by this Agreement shall be in writing, effective upon receipt, and shall be properly and effectively given for all purposes if delivered personally, or if mailed by Certified or Registered Mail, return receipt requested, with all postage and fees paid upon deposit in the mail. Notices shall be addressed to the Parties at the following address:

If to Hancock

If to the University of Southern California

Office of the General Counsel
University of Southern California
University Park, ADM 352
Los Angeles, CA 90089-5013
Facsimile: (213) 740-3249

With Copy to:

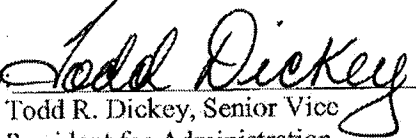
With Copy to:

Michael Adler
Tantalo & Adler LLP
1901 Avenue of the Stars, Suite 1000
Los Angeles, CA 90067
Facsimile: +1 310.734.8696

WHEREFORE, the Parties state that they and/or their authorized representative have carefully read, been advised upon, understand and agree upon each and every term of this Agreement, to which they set their hand below.

UNIVERSITY OF SOUTHERN
CALIFORNIA

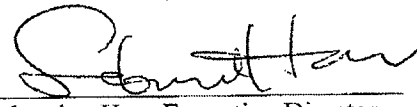
By:


Todd R. Dickey, Senior Vice
President for Administration

4-16-13

Hancock University

By:


Sebastian Han, Executive Director

TRADEMARK