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Form 1
TRADEMARK APPLICATION

In the United States Patent and Trademark Office

Service Mark: BLAST RIDER
International Class: 41
Applicant: Watson Inc.

Box NEW APP
FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Watson Inc.
a New York corporation
885 Third Avenue, 24th Floor
New York, NY 10022

Applicant requests registration of the service mark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et seq. amended) for the following services: Entertainment services, namely, an amusement park ride in the form of a roller coaster.

Applicant is using the mark in commerce on or in connection with the above-identified services. One specimen showing the mark as used in commerce is submitted with this application. The mark was first used anywhere at least as early as August 1, 2003; the mark was first used in interstate commerce at least as early as August 1, 2003.

Declaration

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of Applicant; he/she believes Applicant to be the owner of the service mark sought to be registered or, if the application is being filed under 15 U.S.C. § 1051(b), he/she believes Applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief, no other person, firm, corporation, or association has the right to use the above-identified mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.
Power of Attorney

Watson Inc. hereby appoints KENNETH J. PORTER and ROBERT B. LYDEN (members of the bar of the Commonwealth of Virginia), attorneys-at-law and members of the law firm of Harris & Harris L.L.P. to prosecute the above-listed application to register, to transact all business in the United States Patent and Trademark Office in connection therewith, and to receive the certificates of registration and renewal for this application. The following attorney should be listed as the primary attorney of record for this application: Kenneth J. Porter

Please direct all correspondence to: Harris & Harris L.L.P.
Attn: Box Intellectual Property
8300 Greenbriar Drive
Suite 1100
Arlington, VA 22102

Watson Inc.

Date: ______________________

By: ______________________

Name: ______________________

Title: ______________________
Form 1 (continued)

APPLICANT’S NAME: Watson Inc.

APPLICANT’S ADDRESS: 885 Third Avenue, 24th Floor
New York, NY 10022

FIRST USE: at least as early as August 1, 2003

COMMERCE: at least as early as August 1, 2003

INTERNATIONAL CLASS: 41

SERVICES: Entertainment services, namely an amusement park ride in the form of a roller coaster

BLAST RIDER
Form 2

ALLEGATION OF USE WITH ISSUANCE OF A NOTICE OF ALLOWANCE

In the United States Patent and Trademark Office

Applicant: Watson Inc.

Trademark: MRS. SWEET'S SYRUP

Application Serial No.: 76/124532

Box ITU
FEE
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Allegation of Use with Issuance of a Notice of Allowance

This Allegation of Use is filed by Applicant, Watson Inc., in response to the Notice of Allowance, dated February 3, 2003, which was issued on the application for registration of MRS. SWEET'S SYRUP (Application Serial Number 76/124532 and in accordance with 15 U.S.C. § 1051 et seq., as amended, and 37 C.F.R. § 2.88. Applicant is using the mark in commerce on or in connection with those goods identified in the Notice of Allowance in this application. The date of first use of the mark anywhere was June 15, 2003. The date of first use of the mark in interstate commerce was June 15, 2003. One specimen of the mark as it is being used in commerce is submitted with this Allegation of Use.

The fee of $100 is submitted herewith.

Declaration

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any registration resulting therefrom, declares, that he/she is properly authorized to execute this Allegation of Use on behalf of Applicant; he/she believes Applicant to be the owner of the trademark sought to be registered; the trademark is now in use in commerce; and all statements made of his/her knowledge are true and all statements made on information and belief are believed to be true.

Watson Inc.

Date: ____________________

By: _______________________

Name: _____________________

Title: _____________________
Form 3
REQUEST FOR ADDITIONAL EXTENSION
OF TIME TO FILE AN ALLEGATION OF USE

In the United States Patent and Trademark Office

Applicant: Watson Inc.

Trademark: CANDY POPPERS

Application Serial Number: 76/145389

Box ITU
FEE
Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Request for Additional Extension of Time to File an Allegation of Use

This Request for Additional Extension of Time to File an Allegation of Use is filed by Applicant, Watson Inc., 885 Third Avenue, 24th Floor, New York, NY, 10022, in response to the Notice of Allowance, dated February 15, 2003, which was issued on the application for registration of CANDY POPPERS (Application Serial Number 76/145389) and in accordance with 37 CFR § 2.89.

Applicant requests a six-month extension of time to file the Statement of Use under 37 CFR § 2.88 in this application. Applicant has a continued bona fide intention to use the trademark in commerce in connection with those goods identified in the Notice of Allowance in this application.

Applicant has not used the mark in commerce yet on all goods specified in the Notice of Allowance; however, Applicant shows good cause for extension by reason of the following ongoing efforts to use the mark in commerce or in connection with the goods identified in the Notice of Allowance: promotional activities, product research and development, marketing research, and other similar sales efforts preliminary to using the mark.

This is the SECOND request for an Extension of Time following mailing of the Notice of Allowance.

Declaration

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this Request for Additional Extension of Time to File an Allegation of Use on behalf of the Applicant; he/she believes the Applicant to be entitled to use the trademark sought to be registered; and all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Watson Inc.

Date: _______________

By: _______________________

Name: _______________________

Title: _______________________
Form 4
COMBINED AFFIDAVIT UNDER SECTIONS 8 AND 15 OF THE LANHAM ACT

In the United States Patent and Trademark Office

Registrant: Reynolds & Sherman Co.
International Class: 16
Registration No.: 1,986,675
Registration Date: October 1, 1998
Trademark: DURAFIT

Box POST REG
FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Combined Affidavit
Under Sections 8 and 15 of the Lanham Act

Dear Sir:
Pursuant to Sections 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058a and 1065), Gerald Sherman, of Reynolds & Sherman Co., being duly sworn, deposes and says that Reynolds & Sherman Co., located at 855 16th Street, Seattle, WA 22041, is the owner of Registration No. 1,986,675, dated October 1, 1998, as shown by records in the U.S. Patent and Trademark Office; that said mark has been in continuous use for five consecutive years subsequent to the date of registration, in interstate commerce for all of the goods recited in the registration; that the mark is still in use in said commerce as evidenced by the accompanying current specimen; that there has been no final decision adverse to Registrant's claim of ownership of such mark to such goods, or to Registrant's right to register the same or to keep the same on the register; and that there is no proceeding involving said rights pending in the U.S. Patent and Trademark Office or in a court and not finally disposed of.

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, or any resulting registration, declares: that he/she is properly authorized to execute this document on behalf of the Registrant; he/she believes the Registrant to be the owner of the above-identified registration; the trademark is in use in commerce; and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Power of Attorney

Applicant hereby appoints Timothy J. Lyden and Harris & Harris, all members of the Bar of California, and all having an address at 8300 Greensboro Drive, San Diego, CA 92110, to file this Affidavit, with full power of substitution and revocation and to transact all business in the Patent and Trademark Office in connection therewith.

Reynolds & Sherman Co.
By: __________________________
Name: __________________________
Title: __________________________
Date: __________________________

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513
Form 5
APPLICATION FOR RENEWAL OF TRADEMARK REGISTRATION (COMBINED WITH DECLARATION OF USE UNDER SECTION 8 OF THE LANHAM ACT)

In the United States Patent and Trademark Office

Trademark: MRS. SWEET'S YA-YA SALSA
Registration No.: 2093908
Issued: December 23, 1997
International Class 30
Registrant: Watson, Inc.

Application for Renewal of Trademark Registration
(Combined with Declaration of Use Under Section 8 of the Lanham Act)

Applicant for renewal requests that the above-identified registration, granted to Watson Inc., 885 Third Avenue, 24th Floor, New York, NY 10022, on the above-identified issue date, which applicant for renewal now owns, as shown by records in the Patent and Trademark Office, be renewed in accordance with the provisions of Section 9 of the Act of July 5, 1946, as amended.

The mark shown in said registration is still in use in interstate commerce in connection with all of the goods as recited in the registration.

In accordance with Section 8 of the Act, the owner is using the mark in commerce on or in connection with the goods identified above, as evidenced by the attached specimen showing the mark as currently used in commerce.

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this document, declares: that he/she is authorized to make this declaration on behalf of the applicant; that to the best of his/her knowledge and belief, the facts set forth in this document are true; and that all the statements made herein of his/her own knowledge are true and all statements made on information and belief are believed to be true.
Form 5 (continued)

Power of Attorney

Applicant for Renewal hereby appoints KENNETH J. PORTER and ROBERT B. LYDEN (members of the bar of the Commonwealth of Virginia), attorneys-at-law and members of the law firm of Harris & Harris L.L.P., to transact all business in the United States Patent and Trademark Office in connection with this Combined Declaration of Use and Application for Renewal, and to receive the notification of acceptance. The following attorney should be listed as the primary attorney of record for this registration: Kenneth J. Porter.

Please direct all correspondence to:
Harris & Harris L.L.P.
Attn: Box Intellectual Property
8300 Greenbriar Drive
Suite 1100
Arlington, VA 22102

Date: ____________________

By: ________________________

Name: ______________________

Title: ________________________

Watson Inc.
Form 6

REQUEST FOR EXTENSION OF TIME TO FILE NOTICE OF OPPOSITION

In the United States Patent and Trademark Office
Before the Trademark Trial and Appeal Board

In the Matter of )
Miller & Hays, Inc., ) Application Serial No. 76/045,120
Opposer ) Filed: July 17, 2002
v. ) Published: May 28, 2003
Southern Flextel Co., )
Applicant )

REQUEST FOR EXTENSION OF TIME TO FILE A NOTICE OF OPPOSITION

Miller & Hays, Inc., located at 2814 Bradford Drive, Wilmington, DE 24576, through its undersigned attorneys, respectfully requests that it be granted a thirty (30)-day extension of time to and including July 27, 2003, within which to file a Notice of Opposition to registration of the mark FLEXTEL, U.S. Application No. 76/045,120, filed July 17, 2002, owned by Southern Flextel Co., and published for opposition in the Official Gazette of May 28, 2003. The period for the filing of a Notice of Opposition is presently set to expire June 27, 2003.

Opposer believes that it may be damaged by the registration of the mark, and the additional time is required to afford Opposer the opportunity to complete its investigation and to further consult with its attorneys.

Respectfully submitted,
Bailey & Bailey, L.L.P.
By: __________________________
Theodore F. Bailey
4890 Terrace Plaza
Wilmington, DE 56902
(302) 789-5486

Date: __________________________
Form 7

OPPOSITION TO REGISTRATION OF TRADEMARK

Suggested Format for Notice of Opposition
(This is a suggested format for preparing a Notice of Opposition. This document is not meant to be used as a form to be filled in and returned to the Board. Rather, it is a suggested format, which shows how the Notice of Opposition should be set up. Opposers may follow this format in preparing their own Notice of Opposition but need not copy those portions of the suggested format which are not relevant.)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the matter of trademark application Serial No..........................
For the mark..........................................................................
Published in the Official Gazette on........(Date)..................

(Name of opposer)

v.

(Name of applicant)

NOTICE OF OPPOSITION

State opposer's name, address, and entity information as follows:  
(Name of individual as opposer, and business trade name, if any;  
Business address)

OR

(Name of partnership as opposer; Names of partners;  
Business address of partnership)

OR

(Name of corporation as opposer; State or country of incorporation;  
Business address of corporation)

The above-identified opposer believes that it/he/she will be damaged by registration of the mark shown in the above-identified application, and hereby opposes the same.

The grounds for opposition are as follows:

(Please set forth, in separately numbered paragraphs,  
the allegations of opposer's standing and grounds for opposition.)³

By ____ (Signature)⁴  Date____________________
(Identification of person signing)⁵

OMB No. 0651-0040 (Exp. 5/31/04)
CONSENT TO USE AND REGISTER AGREEMENT

This Agreement is effective as of the last day of execution.

WHEREAS, Miller & Hays, Inc. (“Miller”), 2814 Bradford Drive, Wilmington, DE 24576, is the owner of U.S. Trademark Registration No. 1,256,871 in International Class 9 for the mark FLEXTONE;

WHEREAS, Southern Flextel Co. (“Southern”), 2450 Central Drive, Los Angeles, CA 93014, has filed U.S. Application No. 76/045,120 for the trademark FLEXTEL in International Class 38 for satellite-based communication systems;

WHEREAS, Miller is primarily active in the field of computer hardware and related peripherals;

WHEREAS, Southern is primarily active in the field of satellite-based communication services and related wire-based and other telecommunications services, including cable television;

WHEREAS, the parties are desirous of avoiding confusion of the public as to the source of the goods and services offered under the marks of the respective parties;

WHEREAS, the goods and services offered or provided, and the marketing channels, channels of trade, and types of customers for the parties’ respective goods and services are different and distinct;

WHEREAS, the parties believe that provided the terms of this Agreement are followed by each party there is no likelihood of confusion as to the use of their respective marks in connection with their respective goods or services;

WHEREAS, the parties are unaware of any instances of actual confusion between use of their respective marks; and

WHEREAS, the parties now seek to resolve this matter;

NOW, THEREFORE, the parties agree as follows:

1. Miller agrees it will not use the mark FLEXTONE or any marks confusingly similar to those of Southern on or in connection with any product or service confusingly similar to those provided by Southern and will limit its use of FLEXTONE to computer hardware and related peripherals.

2. Southern agrees it will not use the mark FLEXTEL or any marks confusingly similar to those of Miller on or in connection with any product or service confusingly similar to those provided by Miller and will limit its use of FLEXTEL to satellite-based communications and related wire-based and other telecommunications services and cable television.

3. Miller hereby consents to use and registration of the mark FLEXTEL as stated in U.S. Application No. 76/045,120 and will not oppose or petition to cancel any registration resulting therefrom so long as Southern is in compliance with the terms of this Agreement.

4. Southern hereby consents to use and continued registration of the mark FLEXTONE as stated in U.S. Reg. No. 1,256,871 and agrees it will not petition to cancel the registration thereof so long as Miller is in compliance with the terms of this Agreement.

5. Neither of the parties will object to or interfere with the other party’s rights of registration, renewal, or use of their trademarks as limited above.

6. Neither party will attempt to associate itself with the other party or its goods or services.

7. This Agreement is binding upon the parties and their successors and assigns.

8. No alteration or variation of any of the terms or provisions of this Agreement shall be valid unless made in writing and signed by both parties hereto.

9. This instrument contains the entire Agreement between the parties with respect to the subject matter expressed herein. It supersedes and cancels any prior oral or written understandings, agreements, or negotiations concerning the subject matter hereof.

10. In the event any confusion between use of the parties’ respective marks arises, the parties will cooperate and find ways to eliminate or minimize any confusion.
11. The parties intend to be bound by the terms of this Agreement and agree it is in their commercial interest to do so.

MILLER & HAYS, INC.
By: _______________________

SOUTHERN FLEXTEL CO.
By: _______________________

Form 8 (continued)
Form 9

PETITION TO CANCEL TRADEMARK REGISTRATION

In the United States Patent and Trademark Office
before the Trademark Trial and Appeal Board

In the Matter of )
Registration No. 1,784,047 )
) )
Triumph International, Inc., ) Cancellation No. 46783
Petitioner )
v. )
Martha M. Powell, )
Registrant )

PETITION FOR CANCELLATION

Petitioner Triumph International, Inc., a corporation organized under the laws of the State of Michigan, and having a principal place of business at 6890 Orchard Hill Place, Detroit, MI 06040, believes that it is being damaged by Registration No. 1,784,047 and hereby petitions to cancel the same.

The grounds for the petition are as follows:

1. Petitioner has adopted and continuously used the mark ANGEL TOTS in connection with sale of jewelry in interstate commerce since at least as early as June 1998, well before December 18, 2000, the date of first use alleged by Registrant Martha M. Powell (“Powell”) in Registration No. 1,784,047.

2. As a result of Petitioner’s extensive and continuous use of ANGEL TOTS in interstate commerce in the United States, the purchasing public has come to recognize ANGEL TOTS as indicating that the jewelry promoted in connection with the mark originates with Petitioner.

3. Petitioner filed an application for registration of the mark ANGEL TOTS on the Principal Register on September 13, 2003, which application was assigned Serial No. 76/109,987. Registration of Petitioner’s application was refused by the Trademark Office on the grounds of likelihood of confusion with Powell’s SPIRIT TOTS mark in Registration No. 1,784,047.

4. Powell has obtained registration of the mark SPIRIT TOTS in connection with the sale of jewelry on the Principal Register. Powell’s mark was registered July 27, 2002, as Registration No. 1,784,047.

5. Powell’s first date of use in interstate commerce is December 18, 2000, thirty months after Petitioner’s date of first use.

6. The goods offered in connection with Powell’s mark are jewelry in International Class 14, the same class of goods offered by Petitioner under its mark.

7. Because Petitioner’s date of first use of the mark ANGEL TOTS precedes Powell’s date of first use of the mark SPIRIT TOTS, Petitioner has superior rights in and to the mark.

8. Petitioner further believes Registration No. 1,784,047 is likely to cause confusion and mistake in the mind of the public as to the origin of Registrant’s goods.

9. Based on the foregoing, Registration No. 1,784,047 has caused injury and damage to Petitioner in that the Registration is an obstacle to Petitioner’s right to the registration of its ANGEL TOTS mark.
WHEREFORE, Petitioner prays that Registration No. 1,784,047 be canceled and that this cancellation
be sustained.

Petitioner hereby appoints Claire S. Hubbard and Moffatt & Hubbard, all having an address at 555 28th
Street NW, Portland, OR 49078, to act as attorneys in the matter of the above cancellation, to prosecute said
cancellation, to transact all business with the Patent and Trademark Office and the United States courts
connected with this cancellation proceeding, and to sign its name to all papers that may hereafter be filed in
connection with this Petition for Cancellation and to receive the official communications in connection with
the same.

Respectfully submitted,
Claire S. Hubbard
Moffatt & Hubbard
555 28th Street, NW
Portland, OR 49078
(607) 895-8990
FORM 10

COMPLAINT FOR TRADEMARK INFRINGEMENT

In the United States District Court for the District of Massachusetts

Hanson Industries, Ltd.,  
Plaintiff  

v.  
Civil Action No. 95047
Brady Designs Co.,  
Defendant  

COMPLAINT FOR FEDERAL TRADEMARK INFRINGEMENT

COMES NOW Plaintiff, Hanson Industries, Ltd. (“Plaintiff”), by and through its attorneys, and files its Complaint against Defendant Brady Designs Co. (“Defendant”) and alleges as follows:

Jurisdiction

1. This is an action arising under the trademark laws of the United States. The jurisdiction of this Court is based upon 15 U.S.C. § 1121 relating to the Lanham Act and 28 U.S.C. § 1332(a), the Plaintiff being a corporation organized under the laws of Florida and the Defendant being a corporation organized under the laws of Massachusetts and the amount in controversy, exclusive of interests and costs, exceeding the sum of $75,000.

Parties

2. Plaintiff, Hanson Industries, Ltd., is a Florida corporation having a principal place of business at 6810 Bay Front Drive, Ft. Myers Beach, FL 34901.
3. Defendant, Brady Designs Co., is a Massachusetts corporation having a principal place of business at 210 12th Street, Boston, MA 98721.

FIRST CAUSE OF ACTION
(TRADEMARK INFRINGEMENT)

4. Plaintiff is the owner of U.S. Trademark Registration No. 1,687,245 for TRADITIONS for women’s clothing in International Class 25. A copy of the Certificate of Registration is attached hereto as Exhibit A. Under the Trademark Act of July 5, 1946, Plaintiff has the exclusive rights to said mark and the use thereof.
5. Plaintiff is now and continuously has been engaged in the design, manufacture, and sales of women’s clothing in interstate commerce under the TRADITIONS mark since at least as early as December 1, 1990, and has used its TRADITIONS mark to identify and distinguish its goods and services from those of others.
6. Plaintiff is informed and believes and thereon alleges that Defendant is engaged in the design, manufacture, marketing, and sale of women’s and men’s clothing in interstate commerce under the mark CLASSIC TRADITIONS.

7. Plaintiff is informed and believes and thereon alleges that the goods of Defendant are substantially similar to those of Plaintiff, and are sold to the same customers and through the same trade channels as the goods of Plaintiff.

8. On June 1, 1995, Plaintiff obtained a registration for the trademark TRADITIONS issued by the U.S. Patent and Trademark Office, under the Trademark Act of July 5, 1946, Registration No. 1,687,245, for women’s clothing and said trademark registration is now in full force and effect. On July 10, 2000, Plaintiff filed an affidavit under section 15 of the U.S. Trademark Act (15 U.S.C. § 1065), which was accepted by the U.S. Patent and Trademark Office, and Plaintiff’s rights to use its mark are incontestable. The TRADITIONS mark has been continuously used in interstate commerce and applied by Plaintiff to the goods described herein.

9. Since long prior to any use by the Defendant of the mark complained of, Plaintiff has expended a great amount of money, time, and effort in promoting and advertising its goods offered under its TRADITIONS mark. By virtue of such efforts, said mark has become associated in the minds of customers and in the mind of the general public and trade with the Plaintiff alone, and valuable goodwill has been built up in the TRADITIONS mark for women’s clothing.

10. On information and belief, long after Plaintiff first used its mark, Defendant began infringing and continues to infringe upon the rights of Plaintiff by offering women’s and men’s clothing under the designation CLASSIC TRADITIONS.

11. Defendant’s use of CLASSIC TRADITIONS is likely to cause and has caused confusion and mistake and is likely to deceive and has deceived the public into the belief that Defendant’s goods are the goods of the Plaintiff or emanate from the Plaintiff or are associated with or sponsored or endorsed by the Plaintiff, to the damage and injury of Plaintiff.


13. Upon information and belief, Defendant’s use of CLASSIC TRADITIONS has impaired, damaged, and diminished the Plaintiff’s mark and the value thereof, and has caused and is likely to cause confusion with respect to the source and origin of Plaintiff’s goods and has caused mistake and deception by causing the public to believe that Defendant’s goods are those of the Plaintiff, all of which has damaged and will continue to cause damage to Plaintiff unless enjoined.

14. Since on or about June 1, 1995, Plaintiff has given notice that its mark is registered in the U.S. Patent and Trademark Office by displaying the federal registration symbol ® with the mark.

15. Although Plaintiff has demanded that Defendant cease and desist from further infringement of Plaintiff’s mark, Defendant has refused to comply with Plaintiff’s demand and continues to use the infringing mark, all to Plaintiff’s damage.

WHEREFORE, Plaintiff demands judgment against the Defendant as follows:

1. That the Defendant and any of its agents or representatives be enjoined during the pendency of this action and permanently thereafter from: infringing U.S. Trademark Registration No. 1,687,245; using any name or mark confusingly similar to Plaintiff’s TRADITIONS mark in connection with the advertising, offering, or sale of Defendant’s goods or any other goods that are likely to cause confusion or mistake, or to deceive purchasers with respect to the origin or source of such goods.

2. That the Defendant be required to account and pay over to Plaintiff all profits and gains derived by Defendant by its infringement of Plaintiff’s mark.

3. That the Defendant be required to pay to Plaintiff damages for the injury Plaintiff has sustained arising out of Defendant’s infringement.
Form 10 (continued)

4. That Defendant be required to deliver up for impounding during the pendency of this action and for
destruction upon final judgment, all documents, products, or other materials bearing any trademark
confusingly similar to Plaintiff’s trademark.

5. That the Court award punitive and exemplary damages against the Defendant and in favor of the
Plaintiff by reason of Defendant’s willful and intentional infringement.

6. That because of the willful and wanton nature of Defendant’s infringement, that judgment be entered
for treble the amount of the aforesaid damages.

7. That Defendant be required to pay the Plaintiff the costs of this action and reasonable attorneys’ fees.

8. That the Court order such other and further relief as the Court deems just and proper.

Respectfully submitted,
Scott T. Hudson
Hudson & Adler
11 Dupont Circle NW
Washington, DC 20005
Attorneys for Plaintiff
Hanson Industries, Ltd.
Form 11

TRADEMARK SETTLEMENT AGREEMENT

This Trademark Settlement Agreement ("Agreement") is entered into by and between Hanson Industries, Ltd. ("Hanson"), a Florida corporation, located at 6810 Bay Front Drive, Ft. Myers Beach, FL 34901, and Brady Designs Co. ("Brady"), a Massachusetts corporation, located at 210 12th Street, Boston, MA 98721.

WHEREAS, Hanson is the owner of the mark TRADITIONS used since June 1, 1995, and registered with the U.S. Patent and Trademark Office as U.S. Reg. No. 1,687,245 for women's clothing in International Class 25 (the "Mark");

WHEREAS, Brady is the owner of the mark CLASSIC TRADITIONS used since July 1, 1997 for women's and men's clothing in International Class 25 (the "Brady Mark");

WHEREAS Hanson has filed a complaint alleging trademark infringement in the United States District Court for the District of Massachusetts; and

WHEREAS, the parties wish to settle this matter and all controversies between them;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Brady agrees that any use or display of the Brady Mark shall be accompanied by the design shown in Exhibit A hereto (collectively, the "Brady Mark & Design") and that Brady shall not use the Brady Mark alone in connection with any of its advertising, promotion, services, products, or packaging.

2. Brady will be solely responsible for filing a trademark application for the Brady Mark (& Design) with the U.S. Patent and Trademark Office and pay any fees in connection therewith, and Brady shall use its best efforts to prosecute said application.

3. Brady acknowledges Hanson's sole and exclusive right, title, and interest in and to the Mark and expressly agrees it has no interest whatsoever in the Mark and that nothing in this Agreement gives Brady any right to use the Mark.

4. Brady represents and expressly agrees it will not at any time or anywhere throughout the world use or attempt to register the Mark or any mark confusingly similar to the Mark or take any action to challenge, contest, petition to cancel, or oppose any use whatsoever or registration by Hanson of the Mark, and Brady will not use the Mark or any other mark or name in any manner that would cause confusion with Hanson, its Mark, or products.

5. Brady acknowledges that the existence of any registration that results from any application for the Brady Mark (& Design) will not grant Brady any superior rights as against Hanson or its Mark.

6. Hanson agrees to provide any needed consent, and to execute any necessary documents, for Brady to register the Brady Mark (& Design) in connection with men's and women's clothing.

7. Subject to the faithful compliance by Brady with the terms of this Agreement, Hanson agrees not to contest or challenge the use or application to register the Brady Mark (& Design) in connection with men's and women's clothing.

8. The parties agree that irreparable harm will result in the event of breach of any provision hereof. Should any party default in the performance of any of its obligations under the terms of this Agreement, and such default not be cured within thirty (30) days of notice of the breach, in addition to any other legal or equitable relief, damages, and remedies that may be available, any other party shall be entitled to an injunction to restrain the violation hereof.

9. The parties agree to execute any further agreements, consents, or other documents that may be necessary to carry out the intent of this Agreement.

10. Upon execution of this Agreement, Hanson shall cause to be filed a dismissal with prejudice of that action for trademark infringement filed against Brady and known as Civil Action No. 95047.
11. Upon execution of this Agreement, Hanson and Brady mutually release and discharge each other from any claims either arising out of or connected with Civil Action No. 95047 or that could have been alleged therein.

12. The parties hereto agree that this Agreement and the circumstances giving rise to it are confidential and shall not be disclosed to any person without obtaining the other party’s prior written consent, which shall not be unreasonably withheld or delayed.

13. This Agreement comprises the entire understanding of the parties with respect to the subject matter hereof, all prior oral and written communications or understanding being merged herein, and shall be binding upon and inure to the benefit of the parties, as well as any related parties, subsidiaries, affiliates, successors, or assigns.

14. This Agreement shall be governed by the laws of Florida.

WHEREOF, the parties have caused this Agreement to be duly executed.

Hanson Industries, Ltd. Brady Designs Co.
By: ___________________________ By: ___________________________
Title: __________________________ Title: ___________________________
**Form 12**

**WORK FOR HIRE PROVISIONS**

**Note:** The following provisions may be added to agreements to ensure that works prepared by employees or specially commissioned works are works “made for hire” under the Copyright Act.

**Provision for Use in Employment Agreement**

Employee confirms that the relationship between him and ABC Consulting, Inc. (“ABC”) is that of employee-employer. Employee agrees that all inventions, developments, discoveries, processes, software programs, data, or any other “works,” as defined by the U.S. Copyright Act (collectively, the “Works”), created by him, whether alone or with others, while employed by ABC and that relate to work assigned to him by ABC or any business of ABC are the sole and exclusive property of ABC.

Employee further agrees that said Works shall be “works made for hire” as that term is defined in the U.S. Copyright Act, and Employee agrees to disclose promptly all works to ABC and to assist ABC in any way and perform all acts and execute all documents necessary or desirable to protect ABC’s rights in and title to any such Works.

In the event any of the Works are determined not to be “works made for hire,” as that term is defined in the U.S. Copyright Act, Employee, by this instrument, hereby immediately and irrevocably assigns to ABC all right, title, and interest in and to any such Works.

Employee will not contest or challenge ABC’s ownership, rights, or title in or to the Works.

**Provision for Use in Agreement with Independent Contractor**

Contractor and XYZ Management, Inc. (“XYZ”) expressly agree that the work which Contractor has been commissioned by XYZ to create is a part of a motion picture (the “Work”) and that their intent is that XYZ shall own all right, title, and interest in and to the Work with no rights of ownership or use in Contractor.

The parties agree that the Work is a “work made for hire” as defined by the U.S. Copyright Act and that by virtue of this Agreement it shall be owned solely, completely, and exclusively by XYZ, free and clear from all claims of any nature relating to Contractor’s contributions and other efforts, and XYZ shall have the right to copyright the Work in its name as the author and proprietor thereof.

Contractor agrees that in the event the Work is determined by a court of competent jurisdiction not to be a work made for hire under the U.S. Copyright Act, this Agreement operates as an immediate and irrevocable assignment by Contractor to XYZ of all right, title, and interest in and to the Work.

Under this irrevocable assignment, Contractor hereby assigns to XYZ the sole and exclusive right, title, and interest in and to the Work, without further consideration, and agrees to assist XYZ in registering and from time to time enforcing all copyrights and other rights and protections relating to the Work.

It is Contractor’s specific intent to assign all right, title, and interest whatsoever in the Work, in any media, in all countries, and for any purpose, to XYZ. Therefore, Contractor agrees to execute and deliver any reasonably necessary documents requested by XYZ in connection therewith and appoints XYZ as its agent and attorney-in-fact to act for and in its behalf and stand to execute, register, and file any documents or other applications and to do all other lawfully permitted acts to further the registration, protection, or issuance of copyrights with the same legal force and effect as if executed by Contractor.

Contractor agrees that it shall not at any time dispute or contest XYZ’s exclusive right, title, and interest in and to the Work.
Form 13

EMPLOYEE NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Nondisclosure and Noncompetition Agreement is entered into this ____ day of ____, 20____, by and between Donoghue Communications, Inc. (the “Company”), a New York corporation with its principal address at ______________________, and Robert Lawrence (“Employee”), an individual with an address at ______________________.

WHEREAS, the Company desires to employ the Employee as a senior computer consultant and developer; and

WHEREAS, the Employee is willing to accept such employment with the Company and to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Employee, it is agreed by the Employee as follows:

1. Acknowledgments. The Employee acknowledges that (i) the Company is engaged and in the future will be engaged in the business of providing computer software consulting services (the foregoing, together with any other businesses that the Company engages in during the Restricted Period [as defined below], being hereinafter referred to as the “Company Business”); (ii) his position has and will allow him access to trade secrets of and confidential information concerning the Company and its operations; (iii) the Company Business is national and international in scope; (iv) the Company would not have employed Employee but for the agreements and covenants contained in this Agreement; and (v) the agreements and covenants contained in this Agreement are essential to protect the business and goodwill of the Company during the Restricted Period.

2. Covenant Not to Compete. During the Restricted Period, Employee shall not within a one hundred (100)-mile radius of any Company office or location, either directly or indirectly:
   a. engage in any business or activity that competes with Company Business; or
   b. solicit business or perform work for any past or present client of the Company for the benefit of anyone other than the Company or participate or assist in any way in the solicitation of business from or performance of work for any such client as an independent contractor or consultant to any other entity; or
   c. except for employment by the Company, enter into the employ of any person or entity engaged in any business that competes with the Company Business; or
   d. hire any past or present employee of the Company or solicit or encourage any employee to leave the employment of the Company; or
   e. have an interest in any entity engaged in any business that competes with the Company Business, directly or indirectly, in any capacity, including, without limitation, as a member, partner, shareholder, officer, director, principal, agent, or trustee or any other relationship or capacity; provided, however, Employee may own, solely as an investment, securities of any entity which are publicly traded if Employee is not a controlling person of, or a member of a group that controls, such entity or does not, directly or indirectly, own five percent (5%) or more of any class of securities of such entity; or
   f. Interfere with business relationships (whether formed heretofore or hereafter) between the Company and clients of the Company.

3. Confidential Information. During the Restricted Period, Employee shall keep secret and retain in strictest confidence, and shall not use for the benefit of himself or others except in connection with the business and affairs of the Company, all confidential information relating to the Company Business, including, without limitation, know-how, trade secrets, client lists, details of contracts, pricing policies,
marketing plans or strategies, financial information, business development techniques or plans, business acquisition plans, personnel information, processes, designs and design projects, inventions and research projects, and other business affairs relating to the Company Business (collectively, “Confidential Information”), learned by Employee heretofore or hereafter, and shall not disclose them or engage in any activity that might inevitably lead to disclosure of them to anyone outside of the Company except with the Company’s express prior written consent. Notwithstanding the foregoing, the obligations of Employee under this Section shall not apply to Confidential Information:

a. which at the date hereof or thereafter becomes a matter of public knowledge without breach by Employee of this Agreement; or

b. which is obtained by Employee from a person or entity (other than the Company) under circumstances permitting its disclosure to others.

4. Ownership of Work Product. Unless otherwise specified in writing, all programs, software, documentation, modifications to software or documentation, specifications, work of authorship, inventions, techniques, concepts, and ideas developed or provided under this Agreement (“Work Product”), whether or not copyrightable or patentable, are the proprietary property of Company, and all right, title, and interest therein is vested in the Company and shall belong exclusively to the Company free and clear of any lien or claim of any kind by Employee. Such Work Product shall be “work made for hire” as that term is defined in the United States Copyright Act, and consequently, the Company shall be the author for copyright purposes of such Work Product and shall own the copyright to all of such Work Product. To the extent that any of such Work Product may not be work made for hire, Employee agrees to and hereby does by this instrument immediately and irrevocably assign to Company the ownership of all copyrights, patents, trademarks, and any other proprietary rights throughout the world in such Work Product. To the extent that any of the foregoing waivers and assignments are not valid and enforceable under applicable laws, Employee hereby grants Company a perpetual, irrevocable, royalty-free, exclusive, assignable right and license throughout the world, to use, modify, market, and create derivative works based upon the Work Product without attribution to Employee. Employee further agrees to assist and cooperate with Company and take any action reasonably necessary for Company to perfect its rights in the Work Product, including signing and prosecuting applications for trademark, copyright, and patent, and any other action necessary to fulfill the intent of this Agreement.

5. Restricted Period. For purposes of this Agreement, the term “Restricted Period” shall mean the period commencing on the date of this Agreement and continuing for one year after the termination of Employee’s employment with the Company for any reason.

6. Restrictive Covenants. For purposes of this Agreement, the term “Restrictive Covenants” shall mean the provisions of Sections 2 and 3 of this Agreement.

7. Absence of Conflict. Employee represents that his performance of all of the terms of this Agreement does not and will not breach any agreement entered into by Employee.

8. Specific Performance. Notwithstanding anything to the contrary herein contained, if Employee breaches or threatens to commit a breach of any of the Restrictive Covenants, the Company shall have the right to have the Restrictive Covenants specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company.

9. Severability. Employee acknowledges and agrees that the Restrictive Covenants are reasonable in nature and in geographic and temporal scope and in all other respects. If any court or arbitrator determines that any of the Restrictive Covenants, or any part thereof, is invalid or unenforceable, the
remainder of the Restrictive Covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

10. **Blue-Penciling.** If any court or arbitrator determines that any of the Restrictive Covenants, or any part thereof, is unenforceable because of the nature, duration, or geographic scope of such provision, such court or arbitrator shall have the power to reduce the nature, duration, or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

11. **Entire Agreement and Amendment.** This Agreement contains the entire understanding and agreement of the parties relating to the subject matter thereof and supersedes all prior oral or written agreements between the parties with respect to such matters. This Agreement may be amended only by a writing signed by both parties hereto.

12. **Remedies Cumulative.** The remedies provided herein shall be cumulative, and shall not preclude any party from asserting any other rights or seeking any other remedies against the other party or such other party's successors or permitted assigns, pursuant to this Agreement and as provided by applicable law.

13. **Assignment; Binding Effect.** This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of ___________________, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. In the event that any provision of this Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement or caused this Agreement to be duly executed on its behalf by a party duly authorized, as of the date provided hereinabove.

DONOGHUE COMMUNICATIONS, INC.

By: ______________________________
Name: ____________________________
Title: _____________________________

ROBERT LAWRENCE
This Evaluation Agreement is entered into this _____ day of _____, 20____, by and between Paul Gibson (“Gibson”) and American Data Systems, Inc. (“ADS”).

WHEREAS, Gibson and ADS intend to engage in discussions and negotiations for the purpose of developing a mutually beneficial relationship; and

WHEREAS, Gibson will furnish to ADS certain confidential information relating to a product invented, developed, and owned by Gibson (the “Product”) and ADS will review and evaluate the Product for the purpose of determining whether ADS will manufacture, market, and sell the Product.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Gibson will make available the Product to ADS, which will review and evaluate the Product solely for the purposes expressed herein.

2. ADS agrees to hold in strict trust and confidence the Product and any materials or information related thereto disclosed by Gibson to ADS.

3. Neither ADS nor its agents, representatives, or employees will use the Product or any materials or information related thereto for any purpose other than as stated herein and shall not copy, reproduce, sell, reverse engineer, reveal, or otherwise disclose the Product and any materials or information related thereto to any person.

4. No copies may be made or retained by ADS of the Product or any materials or information related thereto without Gibson’s prior written consent.

5. In the event Gibson and ADS shall not enter into a business arrangement or other written agreement, ADS shall return to Gibson the Product and all materials and information related thereto upon Gibson’s written demand therefor and will destroy any notes, copies, photographs, or other materials relating to the Product.

6. ADS shall not circumvent or otherwise try to avoid, directly or indirectly, any term or provision or intent or purpose expressed herein.

7. The obligations of this Agreement shall remain in force for a period of five (5) years after termination of any discussions between the parties with respect to the subject matter hereof.

Paul Gibson

Date: ____________________

American Data Systems, Inc.

By: ____________________

Its: ____________________

Date: ____________________
Form 15
CONFIDENTIALITY AGREEMENT

Harris & Marston, Inc. ("HMI"), a corporation with its principal place of business at 123 Elm Street, Kansas City, MO, is interested in entering into discussions with GMA TechLab Co. (the "Company"), with its principal place of business at 4365 Canyon Avenue, Phoenix, AZ, to evaluate a possible business relationship between HMI and the Company (the “Transaction”). In the course of discussing the Transaction, HMI expects to disclose to the Company certain confidential trade and business information and HMI wishes to ensure that the confidentiality of such information will be protected in accordance with the terms and conditions of this Agreement. Therefore, the parties agree as follows:

1. Except as may be required by relevant law, the Company agrees that it will maintain in strict confidence all records, drawings, designs, inventions, marketing plans, customer lists, and other information ("Information") received from HMI or its representatives during the course of their discussions. The Company further agrees that any Information obtained from HMI or its representatives will not be revealed or otherwise disclosed to any third party, except to each party’s authorized representatives who need to know such Information for the purpose of evaluating any such possible Transaction. The Company agrees to maintain at least the same procedures regarding the Information that it maintains with respect to its own confidential information. In the event either party terminates the discussions, the Company will promptly return to HMI upon demand all Information, books, records, and other documents acquired from HMI during the course of discussions and will not retain any copies of such materials.

2. The parties agree that they will not make or indirectly cause any third party to make any communications, whether oral or written, to the public or to any third party concerning the existence or status of these discussions, except that communications can be made to duly authorized representatives of the parties.

3. The Company represents that it will use Information obtained from HMI for the sole and exclusive purpose of evaluating a possible business arrangement between them and for no other purpose whatsoever.

4. The Company shall not be subject to the restrictions imposed herein with respect to any information if the information
   a. was known to the Company or had been independently developed by it at the time of receipt without breach of this Agreement or any other agreement;
   b. becomes generally available to the public other than as a result of disclosure by the Company; or
   c. was lawfully obtained by the Company from another source without any breach of confidentiality.

5. The Company will not circumvent or otherwise try to avoid, directly or indirectly, any terms or provisions or the intent hereof.

6. The obligations of this Confidentiality Agreement shall remain in force for a period of two years after the termination of the discussions.

7. The information shall not be disclosed to any employee of or consultant to either party, or to any third party, unless they agree to execute and be bound by the terms of this Agreement.

8. If the Company breaches or threatens to commit a breach of this Agreement, HMI shall have the right to have this Agreement specifically enforced by any court of competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to HMI and that money damages will not provide an adequate remedy to HMI. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to HMI.
9. This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior oral or written agreements between the parties and may be amended only by a writing signed by both parties hereto.

HARRIS & MARSTON, INC.  GMA TECHLAB CO.
By: ____________________  By: ____________________
Its: ____________________  Its: ____________________
Date: ____________________  Date: ____________________