

UNITED STATES DISTRICE COURT SOUTHERN DISTRICT OF NEW YORK

/signature/

ALCOHOLICS ANONYMOUS WORLD SERVICES, INC.

Plaintiff,

-against-

FRAMES OF MIND, INC., And JOHN ANDERSON, d/b/a CREATIVE ARTS UNLIMITED

Defendants

90 CIV. 3008 (KC)

STIPULATION AND ORDER DISMISSING ACTION

The above-entitled action having been fully settled and compromised, there having been no adjudication.

IT IS HEREBY STIPULATED AND AGREED by and between the parties hereby, through their respective counsel, that the present action be, and hereby is, dismissed with prejudice and without cost to any party.

IT IS FURTHER STIPULATED that the Settlement Agreement, attached hereto as Exhibit "A", is hereby approved, and that the court shall have continuing and exclusive jurisdiction over the subject matter of the Settlement Agreement and the parties to this action with full authority to enforce its provisions.

IT IS FURTHER STIPULATED that in any proceeding to enforce the Settlement Agreement Defendants will not contest the jurisdiction or move to dismiss or transfer such proceeding on forum non conveniens or any other grounds.

Dated: New York, New York July 20, 1990

SMITH, STEIBEL, ALEXANDER & SASKOR, P.C.

By: / signature / LUDWIG SASKOR, Attorney for Plaintiff 460 Park Avenue New York, N.Y. 10022 (212) 751-2660

SUGHRUE, MION, MacPEAK & SEAS

By: / signature "Cynthia C. Weber/.
CYNTHIA CLARK WEBER
Attorney for Plaintiff
2100 Pennsylvania Ave., N.W.
Washington, D.C. 20037

BRAUNER, BARON, ROSENZWEG, KLINGLER, SPARBER, BAUMAN & KLEIN

By: / signature /
HOWARD SIMON
Attorney for the Defendant,
FRAMES OF MIND, INC.,
61 Broadway
New York, N.Y. 10006
(212) 797-9100
MOSS & BARNETT

By: / signature /
Mark P. Kovalchuk
Attorneys for the Defendant
FRAMES OF MIND, INC.,
4800 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4119
ROPERS, MAJESKI, KOHN, BENTLY
WAGNER & KANE

By: / signature / ...
CURTIS R. TINGLEY, CRT 4311
Attorney for the Defendant
JOHN ANDERSON dba CREATIVE
ARTS UNLIMITED
80 N. First St., #300
San Jose, CA 95113
(408) 287-6262
KAYE, SCHOLER, FIERMAN, HAYS
& HANDLER

By: / signature /
JEFFERY LEWIS, JL 8335
Attorney for the Defendant
JOHN ANDERSON dba
CREATIVE ARTS UNLIMITED
425 Park Avenue
New York, N.Y. 10022
(212) 836-8000

<u>ORDER</u>

TT	TO	α	ODD	EDED
П	19	5 ()	OKL	ERED

DATED: <u>July 23, 1990</u>

/signature/
U.S. DISTRICT COURT JUDGE

MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between plaintiff, ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (hereinafter "AAWS"); defendant FRAMES OF MIND, INC., (hereinafter "FRAMES OF MIND"), AND DEFENDANT john Anderson, erroneously sued herein as JOHN ANDERSON d/b/a CREATIVE ARTS UNLIMITED (hereinafter "CREATIVE ARTS").

NOW, THEREFORE, the parties hereto agree as follows:

- acknowledge and agree that AAWS is the owner of the trademarks and service marks "AA, "ALCOHOLCS ANONYMOUS" and a triangle in a circle, and further acknowledge and agree that "AAWS" registrations therefor listed in the complaint are valid and owned by AAWS. Except as set forth in the subsequent paragraphs below, FRAMES OF MIND and CREATIVE ARTS shall immediately cease manufacturing, sales, and advertising of products of any nature (other than sales and/or advertising of authorized Alcoholics Anonymous literature) of a design bearing or consisting of the letters "AA", the circle/triangle (examples of which are attached herto as Exhibit "A") the words "Alcoholics Anonymous," or any confusingly similar mark (hereinafter "subject marks").
- 2. Replacement Products: FRAMES OF MIND and CREATIVE ARTS will exercise good faith best efforts to begin production of products to replace those described in the previous paragraph as

expeditiously as possible. The replacement products may bear any design other than the subject marks, including but not limited to the designs attached hereto as Exhibit "B". FRAMES OF MIND and CREATIVE ARTS have provided plaintiff with a schedule setting forth events necessary to achieve production of the replacement products, and containing good faith estimates of the dates by which such events are expected to be reached.

3. Sale of Existing Inventory: FRAMES OF MIND and CREATIVE ARTS may sell their existing inventory of products bearing the subject marks until current inventories are exhausted, or December 31, 1990, whichever occurs first. Notwithstanding the foregoing, in the event existing inventory of one or more of the products will be insufficient to fill orders received in the normal course of business prior to the date corresponding replacement products become available, FRAMES OF MIND and CREATIVE ARTS may order or manufacture only so much additional inventory as is necessary to maintain normal business during the transition period prior to the introduction of the replacement products. FRAMES OF MIND and CREATIVE ARTS have provided plaintiff with a written good faith estimate of (1) the amount of present inventory of every item bearing the subject marks, and (2) the date by which the existing inventory of each item bearing the subject marks will be exhausted.

- 4. <u>Sales Efforts</u>: FRAMES OF MIND and CREATIVE ARTS will not advertise or employ special sales or promotion efforts to increase sales of product bearing the subject marks during the transition period.
- Mutual General Release: In consideration of this 5. Mutual General Release, and for other good and valuable consideration specified herein, FRAMES OF MIND and CREATIVE ARTS on the one hand, on their own behalf, and on behalf of all persons or entities claiming derivatively through them do hereby release and forever discharge AAWS, its officers, directors, shareholders, employees, agents, and attorneys, and their heirs and assigns, and AAWS on the other hand, on its own behalf, and on behalf of all persons or entities claiming derivatively through it, does hereby release and forever discharge FRAMES OF MIND and CREATIVE ARTS, and each of their owners, officers, directors, shareholders, employees, agents and attorney, and their heirs or assigns, in each case, of and from all debts demands, actions, cause of action, suits, accounts, convenants, contracts, agreements, damages, and any and all claims (including without limitation claims for attorneys fees and costs), which said parties ever had, now have, or hereafter can, shall or may have including but not limited to, any and all causes of action for trademark infringement under section 32(1) of the Lanham Act, (15) U.S.C. § 1114(1)), Federal Unfair Competiton under section 43(a) of the Lanham Act (15 U.S.C. § 1125(a), Deceptive Trade Practices under New York General Business Law, § 349 and Dilution under New

York General Business Law § 368-d, arising out of or in any way connected with the allegations set forth in the Complaint, No. 90 CIV. 3008 (KC), now pending in the United States District Court for the Southern District of New York ("the lawsuit"). Each party shall bear their own attorneys' fees and costs. This release applies only to conduct prior to the date of this Agreement, and does not apply to any future conduct by the parties.

- 6. Acceptable Designs: The designs attanced hereto as Exhibit "B" are acceptable to AAWS, and AAWS does not object to the advertising and sale of medallions incorporation these designs. The designs attached hereto as Exhibit "B" are not exclusive, and FRAMES OF MIND and CREATIVE ARTS may develop and use any designs which do not bear or consist of the letters AA, a triangle within a circle and/or the world ALCOHOLICS ANONYMOUS or any confusingly similar mark. If requested, AAWS will provide FRAMES OF MIND or CREATIVE ARTS with a letter stating in effect that the designs attached hereto as Exhibit "B", are not objected to by AAWS and do not infringe the subject marks.
- 7. <u>Confidentiality re Design</u>: Each design submitted by FRAMES OF MIND and CREATIVE ARTS shall be held in strict confidence and shall not be disclosed to the defendant (or any third party) who has not submitted that design. If this Agreement is filed with the court, the designs attached hereto as Exhibit "B" shall be filed separately, under seal.

- Use of Subject Marks by Other Entities: It is 8. contemplated by the parties to this agreement that other manufacturers, distributors or sellers of sobriety reminders ("competitors") may seek to use the subject marks on products which are competitive with the products sole by FRAMES OF MIND and CREATIVE ARTS. AAWS therefore agrees that it will take all reasonable steps to prevent such uses of the subject marks by other as come to AAWS's attention, including filing suit for infringement, unfair competition and/or dilution. If there is a final decision by a Court of competent jurisdiction holding that a subject mark is generic or abandoned, FRAMES OF MIND and CREATIVE ARTS may at that time produce items bearing the subject mark finally held to be generic or abandoned. If in the future AAWS grants licenses to use the subject marks to producers of sobriety items, FRAMES OF MIND and CREATIVE ARTS will be given equal and fair consideration as potential licensees.
- 9. <u>Notice</u>: Any party claiming breach of this Agreement shall give written notice by facsimile or overnight delivery service to one attorney of record for each other party specifying the nature of the alleged default. The party claimed to be in default shall thereafter have fifteen (15) days within which to cure said default proto to any application to the court to enforce the terms of this agreement.
- 10. <u>Dismissal and continuing Jurisdiction</u>: The parties hereby stipulate and agree to dismiss with prejudice any and all actions brought by them in any court arising out of the

Allegations contained in the complaint hereinabove referred to, Action No. 90 CIV. 3008 (KC), now pending in the United States District Court for the Southern District of New York. The parties shall promptly execute and enter with the court that certain Stipulation and Order of Dismissal, a form of which is attached hereto as Exhibit "C". This court shall have continuing and exclusive jurisdiction over the subject matter of this agreement and the parties thereto, with full authority to enforce its provisions.

- 11. <u>Best Efforts Understanding</u>: Each party hereto will, upon the reasonable request of the other party, execute, acknowledge, and deliver or cause to be executed, acknowledged or delivered, such further instruments and documents as may be necessary in order ot carry out the intent and purpose of this Agreement.
- 12. <u>Settlement</u>. This agreement is entered into for the purpose of settlement and resolution of disputes only and nothing contained herein shall in any way be used to imply the existence or any liability ot any party, one to the other, or to suggest that anyone has acted improperly or in violation of the rights of any party hereto.
- 13. <u>Interpretation</u>. The parties have cooperated in the drafting and preparation of this Agreement and, therefore, it shall not be construed against any party.

< PAGE APPEARS TO BE MISSING CONTAINING ITEMS 14-17 >

[This page intentionally left blank to represent the missing page. - editor]

- 18. Execution and Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement.
- Confidentiality. The parties hereto each acknowledge that many of the terms and conditions of this settlement are confidential to them and that, except as provided herein, none of the terms is to be disclosed by any party to persons not employed by that party or their attorneys without the prior written consent of the other two parties. The parties may disclose that AAWS and FRAMES OF MIND and CREATIVE ARTS have settled their claims in the lawsuit with FRAMES OF MIND and CREATIVE ARTS agreeing to change their designs, that FRAMES OF MIND and CREATIVE ARTS have a reasonable time within which to sell their existing inventory of products, and that the settlement was on amicable terms. The terms of this paragraph shall not be deemed violated by any party should that party disclose terms of the settlement pursuant to a proper discovery request or order of court so long as the other parties are promptly notified whenever such information is the subject of a discovery request or court order and that they have been given a reasonable opportunity to seek protective measures.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement as of the date and year indicated.

June, 1990.			
ALCOHOLICS ANONYMOUS WORLD SERVICES, INC.	FRAMES OF MIND, INC.		
By: THOMAS K. JASPER	By:/signature/ JOE KMETS, President:/signature/ JOHN ANDERSON, individually And d/b/a CREATIVE ARTS UNLIMITED		
SMITH, STEIBEL, ALEXANDER & SASKOR, P.C. By:	BRAUNER, BARON, ROSENZWEG, KLINGER, SPARBER, BAUMAN & KLEIN By: /signature/ HOWARD SIMON Attorney for Defendant FRAMES OF MIND, INC. 61 Broadway New York, N.Y. 10006 (212) 797-9100 MOSS BARNETT		
	By: /signature/ Mark P. Kovalchuk Attorneys for the Defendant FRAMES OF MIND, INC. 4800 Norwest Center 90 South Seventh Street Minneapolis, MN 55402-4119		

SUGHRUE, MION, MacPEAK & SEAS

By: /signature/...
CYNTHIA CLARKE WEBER
Attorney for the Plaintiff
2100 Pennsylvania Ave., N.W.
Washington, D.C. 20037

ROPER, MAJESKI, KOHN, BENTLY, WAGNER & KANE

By: /signature/...
CURTIS R. TINGLEY, CRT 4311
Attorney for the Defendant,
JOHN ANDERSON dba CREATIVE
ARTS UNLIMITED
80 N. First St., #300
San Jose, CA 95113
(408) 287-62652

KAYE, SCHOLER, FIERMAN, HAYS & HANDLER

By: /signature/ JEFFEREY LEWIS, JL 8335 Attorney for the Defendant, JOHN ANDERSON dba CREATIVE ARTS UNLIMITED 425 Park Avenue New York, N.Y. 10022 (212) 836-8000 Prior U.S. CL: 100

United States Patent and Trademark Office

Reg. No. 1,534,855 Registered Apr. 11, 19?9

SERVICE MARK PRINCIPLE REGISTER

A.A.

ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION)
468 PARK AVENUE SOUTH
NEW YORK, NY 10016

FOR: ASSOCIATION SERVICES, NAMELY, PROMOTING THE INTEREST OF THOSE CONCERNED WITH ALCOHOLICSM, IN CLASS 42 (U.S. CL. 100).

FIRST USE 4-1-1939; IN COMMERCE 4-1-1939 OWNER OF U.S. REG. NO. 1,311,067

SER. NO. 749,917, FILED 9-2-19?? [editor best guess (88?)]

ALICE SUE CARRUTHERS, EXAMINING ATTORNEY

Int. Cls.: 16, 20 and ??

Prior U.S. Cls.: 38 and 50

Reg. No. 1,311,067 Registered Dec. 23, 19??

United States Patent and Trademark Office

TRADEMARK

A.A.

Principle Register

Alcoholics Anonymous World Services, Inc. (New York Corporation) 468 Park Avenue South New York, N.Y 10016

For: BOOKS, PAMPHLETS AND PRINTED CARDS in CLASS 16 (U.S. CL. 38).
First Use Apr. 1, 1939; in commerce Apr. 1, 1939
For: WALL PLAQUES AND PLASTIC AND WOOD SIGNS in CLASS 20 (U.S. Cl. 50).

First Use Apr. 1, 1939; in commerce Apr. 1, 1939

For: BANNERS, in CLASS 24 (U.S. Cl. 50)

First Use Apr. 1, 1939; in commerce Apr. 1, 1939

Ser. No. 442,947, Filed Mar. 6, 1984(?)

J.H. WEBB, Examining Attorney

Int. Cls.: 16, 20 and 42

Prior U.S. Cls.: 32, 38 and 100

United States Patent and Trademark Office

Reg. No. 1,329,4?? Registered Apr, 9, 1985

TRADEMARK SERVICE MARK PRINCIPLE REGISTER

ALCOHOLICS ANONYMOUS.

ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION) 468 PARK AVENUE SOUTH NEW YORK, N.Y 10016

FOR: BOOKS, PAMPHLETS AND PRINTED CARDS IN CLASS 16 (U.S. CL. 38).

FIRST USE APR. 1, 1939; IN COMMERCE 4-1-1939

FOR: WALL PLAQUES AND PLASTIC AND WOOD SIGNS IN CLASS 20 (U.S. CL. 50).

FIRST USE APR. 1, 1939; IN COMMERCE

FOR: ASSOCIATION SERVICES –NAMELY, PROMTING THE INTERESTS OF THOSE CONCERNED WITH ALCOHOLISM IN CLASS 42 (U.S. CL. 100) FIRST USE APR. 1, 1939; IN COMMERCE 4-1-1939

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ALCOHOLICS" APART FROM THE MARK AS SHOWN.

SER. NO. 468,942, FILED 3-6-1984

AMOS T MATTHEWS, JR., EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Apr. 9, 1985

[SEAL]

4-1-1939

Attest MAR 12, 199? /s/ Attesting Officer Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant /s/
Acting Commissioner of Patents and

redemarks

Trademarks

Prior U.S. CL.: 38

United States Patent and Trademark Office

Reg. No. 1,371,267 Registered Nov.19, 19??

TRADEMARK PRINCIPLE REGISTER



ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION) 468 PARK AVENUE SOUTH NEW YORK, N.Y 10016

FOR: BOOKS, PAMPHLETS AND PRINTED CARDS IN CLASS 16 (U.S. CL. 38).
FIRST USE 2-1-1955; IN COMMERCE 2-1-55

OWNER OF U.S. REG. NO 1,322,117) AND OTHERS

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SERVICE RECOVERY " APART FROM THE MARK AS SHOWN.

SER. NO. 524,211, FILED 2-26-1985.

HENRY S. ZAK, EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Nov. 19, 1985

[SEAL]

Attest MAR 12, 199? /s/ Attesting Officer Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant /s/

Int. Cl.:

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,556,288 Registered Sep 12, 1989

SERVICE MARK PRINCIPLE REGISTER



ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION) 468 PARK AVENUE SOUTH NEW YORK, N.Y 10016

FOR: ASSOCIATION SERVICES, NAMELY PROMOTING THE INTERESTS OF THOSE CONCERNED WITH ALCOHOLICS, IN CLASS 16 (U.S. CL. 100).

FIRST USE 2-1-1955; IN COMMERCE 2-1-55

OWNER OF U.S. REG. NOS 1,311,067 AND OTHERS

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SERVICE " AND "RECOVERY " APART FROM THE MARK AS SHOWN.

SER. NO. 769,132, FILED 12-12-19??.

MARTIN MARKS, EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Sep. 12, 1989

[SEAL]

Attest MAR 12, 199? /s/ Attesting Officer Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant

/s/

TRADEMARK Principle Register



Alcoholics Anonymous World Serv-Ices, Inc. (New York Corporation) 468 Park Avenue South New York, N.Y 10016 For: BOOKS, PAMPHLETS, AND PRINTED CARDS in Class 16 (U.S. Cl. 38). First Use Feb 1, 1955 in Commerce Feb 1, 1955

Ser. No. 473,195, Filed Apr 2-1984

MARY C. MACK, Examining Attorney

REGISTERED FOR A TERM OR 20 YEARS FROM Feb. 26, 1985

[SEAL]

Attest MAR 12, 199? /s/ Attesting Officer Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant

Int. Cl.:

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,555,284 Registered Sep 5, 1989

SERVICE MARK PRINCIPLE REGISTER



ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION)
468 PARK AVENUE SOUTH
NEW YORK, N.Y 10016

FOR: ASSOCIATION SERVICES, NAMELY PROMOTING THE INTERESTS OF THOSE CONCERNED WITH ALCOHOLICS, IN CLASS 16 (U.S. CL. 100).

FIRST USE 2-1-1955; IN COMMERCE 2-1-55

OWNER OF U.S. REG. NOS 1,311,067, 1,371,267 AND OTHERS NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SERVICE CONFERENCE" APART FROM THE MARK AS SHOWN.

SER. NO. 768,941, FILED 12-12-1988.

MARTIN MARKS, EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Sep. 5, 1989

[SEAL]

Attest [unreadable] /s/
Attesting Officer

Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant

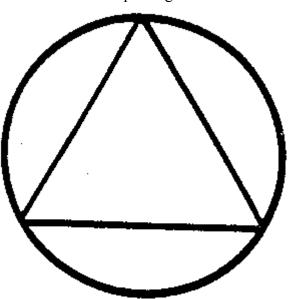
Int. CL.:

Prior U.S. CL.: 38

United States Patent and Trademark Office

Reg. No. 1,314,581 Registered Sep 5, 1989

TRADEMARK Principle Register



Alcoholics Anonymous World Serv-Ices, Inc. (New York Corporation) 468 Park Avenue South New York, N.Y 10016 For: BOOKS, PAMPHLETS AND PRINTED CARDS DEALING WITH THE SUBJECT OF ALCOHOLISM, In CLASS 16 (U.S. Cl. 84). First Use Jul 1955; In Commerce Mar 8, 1984

Ser. No. 469,325, Filed Mar 8, 1984

MARY COLE, Examining Attorney

REGISTERED FOR A TERM OR 20 YEARS FROM Jan. 15, 1985

[SEAL]

Attest
[unreadable]
/s/
Attesting Officer

Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant /s/ Acting Commissioner of Patents and Trademarks Int. CL.: ?2

Prior U.S. CL.: 100

United States Patent and Trademark Office

Reg. No. 1,557,358 Registered Sep 19, 1989



ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION)
468 PARK AVENUE SOUTH
NEW YORK, N.Y 10016

FOR: ASSOCIATION SERVICES, NAMELY PROMOTING THE INTERESTS OF THOSE CONCERNED WITH ALCOHOLISM, IN CLASS 42 (U.S. CL. 100).

FIRST USE 2-1-1955; IN COMMERCE 2-1-55

FIRST USE 7-0-1955: IN COMMERCE 7-0-55

OWNER OF U.S. REG. NOS. 1,311,067, 1,371,267 AND OTHERS

SER. NO. 769,131, FILED 12-12-1988

MARTIN MARKS, EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Sept. 19, 1989

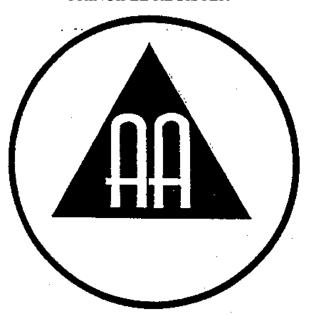
[SEAL]

Attest
[unreadable]
/s/
Attesting Officer

Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant

Registered Oct 17, 1989

TRADEMARK SERVICE MARK PRINCIPLE REGISTER



ALCOHOLICS ANONYMOUS WORLD SERVICES, INC. (NEW YORK CORPORATION)
468 PARK AVENUE SOUTH
NEW YORK, N.Y 10016

FOR: BOOKS, PAMPHLETS AND PRINTED CARDS DEALING WITH THE SUBJECT OF ALCOHOLISM, IN CLASS 16 (U.S. CL. 38) FIRST USE 7-0-1955: INC COMMERCE 7-0-1955

FOR: ASSOCIATION SERVICES , NAMELY PROMOTING THE INTERESTS OF THOSE

CONCERNED WITH ALCOHOLICS, IN CLASS 42 (U.S. CL. 100).

FIRST USE 7-0-1955; IN COMMERCE 7-0-1955

OWNER OF U.S. REG. NOS 1,311,067, 1,371,267 AND OTHERS

SER. NO. 769,942, FILED 12-12-1988.

MARTIN MARKS, EXAMINING ATTORNEY

REGISTERED FOR A TERM OR 20 YEARS FROM Oct. 17, 1989

[SEAL]

Attest

[unreadable date]

Attesting Officer

Certified to be a true copy of the registration issued by the United States Patent & Trademark Office, which registration is in full force and affect. Record this is in Registrant

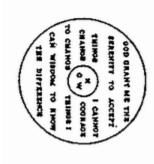
/s/



CONFIDENTIAL FOR COUNSEL ONLY









CONFIDENTIAL FOR COUNSEL ONLY