

AGREEMENT

This Agreement is entered into by the Board of Education of Jefferson County, Kentucky, (the "Board"), a public-school district located at 3332 Newburg Road – P.O. Box 34020, Louisville, Kentucky 40232-4020, and Our Kids Magazine, LLC a Texas limited liability company, located at P.O. Box 1809 Castroville TX, 78009 (the "Magazine").

WHEREAS, Magazine has used and sought to register the mark OUR KIDS with the United States Patent and Trademark Office, Application Serial No. 87/644,671 ("the Application");

WHEREAS, Board is the owner of the mark OUR KIDS ("the Our Kids Mark"), including rights to United States Trademark Registration No. 3,109,263 for OUR KIDS ("the OUR KIDS Registration");

WHEREAS, the parties wish to avoid any confusion of their respective goods and/or services;

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. As of the effective date of this Agreement, the Magazine has sought to register with the United States Patent and Trademark Office the mark OUR KIDS, which contains the Our Kids Mark.
2. As of the effective date of this Agreement, the Magazine has sought to register the mark OUR KIDS in international trademark classes 016 and 041.
3. As of the effective date of this Agreement, the Board expressly consents to the Magazine proceeding with its United States Patent and Trademark Office application for the mark OUR KIDS solely with respect to international trademark class 016.
4. Within 5 business days of the effective date of this Agreement, the Magazine will formally abandon the Application to register the mark OUR KIDS with respect to international trademark class 041.
5. The Board agrees not to challenge or otherwise contest the Magazine's use of the Our Kids mark so long as the use is in conformity with the terms of this Agreement and the Application.
6. The Magazine agrees not to challenge or otherwise contest the Board's use of the Our Kids Mark.

7. The parties release each other from any and all claims, demands, obligations and liability arising from the Magazine's use of the mark OUR KIDS and the Board's assertion against the Magazine concerning such use, except for those obligations created by this Agreement.

8. In the event of breach, the aggrieved party shall send notice to the breaching party spelling out the nature of the alleged breach in sufficient detail to enable the breaching party to determine the nature of the breach. The breaching party shall have not more than thirty (30) days to cure the breach and provide notice thereof to the aggrieved party. In the event that the breach is not timely cured, this Agreement shall terminate.

9. Upon completion of the obligations set forth herein, the parties, and their heirs, successors, assigns, directors, officers, agents, employees, or insurers, release each other of and from any liability, claims, causes, demands, damages, actions and causes of action of every kind, known or unknown that a party has or could have had, including all costs, expenses, taxes, and attorneys' fees incurred in asserting or defending such claims.

10. This Agreement shall be governed by the laws of the State of Kentucky. The Parties agree that the federal and state courts located in Jefferson County Kentucky shall have sole and exclusive jurisdiction over this matter and that venue is appropriate in Kentucky.

11. The failure of one party to enforce a term against the other shall not be deemed a waiver of that right which shall be exercisable by the aggrieved other party against the other at any time.

12. This Agreement shall be interpreted under general principles of contract law and shall not be deemed drafted by either party but as the result of equal participation of both parties.

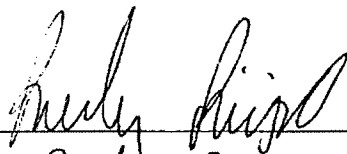
13. The Parties expressly acknowledge the involvement of their counsel in connection with this Agreement and that their counsel has reviewed and advised them with respect to the entry into this Agreement and its terms.

14. This Agreement constitutes the sole and exclusive agreement between the Parties. This Agreement can be amended only in writing duly executed by both parties.

15. The Agreement may be executed in counterparts, which taken together shall constitute a single document. Executed copies may be delivered and exchanged by e-mail.

SIGNATURES ON THE NEXT PAGE

AGREED TO BY THE PARTIES:

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY	OUR KIDS MAGAZINE, LLC
By: _____	By: <u></u>
Name: _____	Name: <u>Rudy Rojas</u>
Title: _____	Title: <u>Publisher</u>
Dated: _____	Dated: <u>11-6-18</u>

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