# CIRCLETE FINANCIAL PLANNER BOARD OF STANDARDS, INC.

4 Stephon, and Jane 1990, participated on to 1980 and a last transfer to the College C

November 26, 2002

Mr. George S. Mentz, Esq. American Academy of Financial Management 2346 Camp Street New Orleans, LA 70130

RE: CFP Board Trademark Agreement

Dear Mr. Mentz:

Certified Financial Planner Board of Standards Inc. would like to thank you for your response to our letter regarding the use of CFP Board's certification trademarks. Enclosed please find a copy of the Trademark Agreement signed on November 8, 2002. Please retain a copy for your records.

Ensuring that the CFP<sup>60</sup>, CERTIFIED FINANCIAL PLANNER<sup>TM</sup> and certification marks are used correctly and according to established trademark rules and regulations is of the utmost importance in maintaining their viability and integrity in the future. CFP Board, as owner of the marks, appreciates your cooperation in this matter.

Sincerely,

Jennie L. McQuade Trademark Counsel

Enclosure

ce: Ester Martin, Esq.

## CERTIFIED FINANCIAL PLANNER

#### BOARD OF STANDARDS, INC.

### TRADEMARK AGREEMENT

This TRADEMARK AGREEMENT (the "Agreement") is made between Certified Financial Planner Board of Standards, Inc., a not-for-profit corporation, incorporated under the laws of Colorado, with offices at 1700 Broadway, Suite 2100 Denver, CO 80290-2102 ("CFP Board") and the American Academy of Financial Management, a Louisian Limital Limital Limital Management, with offices at 3346 CAMP 57, NOLAT 70130 ("AAFM") on November \$3,2002 (the "Effective Date").

WHEREAS, AAFM is using the acronym "CHFP" in connection with its Chartered Financial Professional program, and claims to have trademark rights in the term "ChFP" according to its use of the "TM" marking in connection with the term on its web site;

WHEREAS, AAFM is the owner of Louisiana state trademark registration no. LA3000031847, for CHFP CHARTERED FINANCIAL PROFESSIONAL, registered in class 41 for "educational" services;

WHEREAS, CFP Board is the owner of the United States registration no. 2539790, for the certification mark CFP, used in connection with financial services; registration no. 1843933, for the certification mark CFP & Design, used in connection with financial services; registration no. 1411779, for CFP, for "educational testing services in the field of financial planning"; and registration no. 1053754, for CFP, for "educational services – namely, offering courses in financial planning;"

WHEREAS, CFP Board contacted AAFM and objected to AAFM's use of the infringing term "ChFP" and questioned AAFM about its ownership of the Louisiana state trademark registration for CHFP CHARTERED FINANCIAL PROFESSIONAL; and

WHEREAS, the parties desire to resolve this matter according to the terms outlined below.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

### Promises and Covenants by AAFM

- 1. AAFM will cease use of the acronym "CHFP" in any form, in any media for any purpose, including but not limited to, on its web site, in its brochures, in its publications and marketing materials.
- 2. AAFM will no longer offer the designations "CHFP" and "CHFP CHARTERED FINANCIAL PROFESSIONAL" to its members, customers or certificants.
- 3. AAFM will cease allowing use of the acronym "CHFP" by its members, customers, certificants, and the like.



### Certified Financial Planner

#### BOARD OF STANDARDS, INC.

- 4. AAFM may use the "CHFP" acronym within a disclaimer or public
  service announcement, for sixty (60) days after the Effective Date of this Agreement, solely in
  the context of alerting the public to the change in its designation from "CHFP CHARTERED"
  FINANCIAL PROFESSIONAL" to "MFP MASTER FINANCIAL PROFESSIONAL".
  - 5. AAFM will abandon its state trademark registration for CHFP CHARTERED FINANCIAL PROFESSIONAL, within thirty (30) days of the Effective Date of this Agreement.
  - 6. AAFM will begin promoting and implementing the designation "MFP MASTER FINANCIAL PROFESSIONAL," within sixty (60) days of the Effective Date of this Agreement. If this designation does not fare well within a test market, AAFM will begin implementing and promoting one of the following acronym and designation combinations, within one hundred ninety (90) days from the Effective Date of this Agreement.
    - . Registered Global Financial Specialist RFS or GFS
    - · Registered Global Financial Analyst RFA or GFA
  - 7. AAFM will always use the acronym "MFP" with "MASTER FINANCIAL PROFESSIONAL" (e.g., MFP MASTER FINANCIAL PROFESSIONAL) in all advertising and promotional materials, and will never use the acronym "MFP" alone.
  - 8. Within thirty (30) days of the Effective Date, AAFM and any successor, assign, affiliate or subsidiary of AAFM will notify in writing any person who, to their knowledge, has obtained rights to use, or is using the designation "CHFP", that the "CHFP" designation will not be in use by AAFM and that these persons are not permitted by AAFM to use the "CHFP" designation, as of the date of notification.
  - 9. AAFM must immediately post on its web site a notice of its designation change from "CHFP CHARTERED FINANCIAL PROFESSIONAL" to "MFP MASTER FINANCIAL PROFESSIONAL."
  - 10. AAFM hereby disclaims, relinquishes and terminates any trademark rights it or any affiliate or subsidiary or agent may have previously-asserted, established or sought to establish in connection with the designation "CHFP".
  - 11. From the Effective Date henceforth, neither AAFM nor its successors, assigns, affiliates, or subsidiaries, or any of its principals, officers, employees, or agents will seek to assert, establish, protect or otherwise enforce: any trademark rights in the designation "CHFP".

#### Certified Financial Planner

#### BOARD OF STANDARDS, INC.

Promises and Covenants by CFP Board

- 1700 Broadway, Suite 2100, Derver, Colorado 80290-210) P: 303-830-7500 F: 303-860-7588 E: mail@CFP-Board.org -W: www.CFP-Board of I2. CFP Board will consent to the abandonment of AAFM's Louisiana state registration for "CHFP CHARTERED FINANCIAL PROFESSIONAL" and will file the appropriate paperwork with the State of Louisiana to confirm that consent.
  - 13. CFP Board will not file suit against AAFM, for trademark infringement, based upon AAFM's use, as of the Effective Date, of the designations "CHFP" and "CHFP CHARTERED FINANCIAL PROFESSIONAL."
  - 14. CFP Board will not object to AAFM's use of the designation "MFP MASTER FINANCIAL PROFESSIONAL."
  - 15. CFP Board will not object to AAFM's use or registration of any of the acronyms and designations listed in paragraph 6 above, in connection with financial planning services.

#### Miscellaneous

- 16. This Agreement will be construed according to the laws of the State of Colorado.
  - 17. This Agreement may be executed in duplicate.
- 18. Upon each party's execution of a copy of this Agreement, the party shall forthwith provide an executed copy to the other party.



# CERTIFIED FINANCIAL PLANNER BOARD OF STANDARDS, INC.

1700 Broadway, Suite 2100, Denver Coloredo 80200-2101, P. 303-830-7500, F. 303-860-7386, E. mail@CFP.Board.org, W. www.CFP.Board.org, www.CFP.nel IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

CERTIFIED FINANCIAL PLANNER BOARD OF STANDARDS, INC.
Ву: 1/1/4
Print Name: Jennie C. Mc Quade
Title: Trademand Course
Date: 11 6 / 02
AMERICAN ACADEMY OF FINANCIAL MANAGEMENT
By: EsqEstEsp (Manual Law Counselor George Mentz Esq. Attorney at Law
Print Namo: George S. Mentz
Title: AAFM Activity - President Bd. of Stds.
10