



ASSOCIATION FOR INVESTMENT MANAGEMENT AND RESEARCH

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**FACSIMILE TRANSMISSION**

**TO:** Mr. George Mentz  
American Academy of Financial Management

**FAX:** 419-828-4923

**FROM:** C. Jeannie Anderson

**DATE:** January 5, 2004

**PAGES:** 4, including cover sheet

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This Fax is intended for the recipient indicated above. It may be confidential or protected from disclosure by the attorney-client privilege or work-product doctrine. If you have received this Fax in error, please mail it to: C. Jeannie Anderson, Esquire, AIMR, 560 Ray C. Hunt Drive, Charlottesville, VA 22903. We will reimburse you for your postage. Thank you.



ASSOCIATION FOR  
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January 5, 2004

*Via Federal Express*

Mr. George Mentz  
American Academy of Financial Management  
102 Beverly Drive  
Metairie, LA 70001

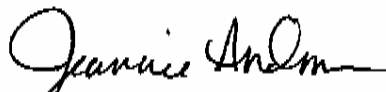
**Re: Trademark Agreement**

Dear George:

Enclosed are two signed originals of the Trademark Agreement. You will see that I made clear that the registrations to be abandoned are only the CERTIFIED FINANCIAL ANALYST CFA and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST registrations. Please sign and date one of the agreements in the first paragraph and return it to my attention.

I greatly appreciate your efforts on this matter. Please feel free to contact me if you have any additional questions or concerns.

With best regards,

  
C. Jeannie Anderson

## TRADEMARK AGREEMENT

This TRADEMARK AGREEMENT (the "Agreement") is made between the Association for Investment Management and Research, a not-for-profit corporation, incorporated under the laws of Virginia, with offices at 560 Ray C. Hunt Drive, Charlottesville, VA 22903 ("AIMR") and The American Academy of Financial Management, a Louisiana Limited Liability Company ("AAFM") with offices at 102 Beverly Drive, Metairie, LA 70001 on \_\_\_\_\_ (the "Effective Date").

WHEREAS, AAFM is the owner of Louisiana State Trademark Registrations for the marks CERTIFIED FINANCIAL ANALYST CFA and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST both registered in class 41 for "educational services" (the "Registrations").

WHEREAS, AIMR contacted AAFM and objected to AAFM's use of certain brands and trademarks including the CERTIFIED FINANCIAL ANALYST CFA and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST designations .

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.

AAFM will:

- 1) Not use or offer the CFA CERTIFIED FINANCIAL ANALYST and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST trademarks or designations.
- 2) Voluntarily cancel and abandon the Louisiana Trademark Registrations for the CERTIFIED FINANCIAL ANALYST CFA and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST trademarks at AAFM's expense within 40 days of signing this agreement.
- 3) Inform CFMA members using an email announcement and posting announcements on the website that state that the CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST designation has been abandoned. AAFM does not have any CERTIFIED FINANCIAL ANALYST certificate holders; thus, there is no individual or no group of people to notify.
- 4) Inform potential members using a public service AAFM website announcement that states that the CFMA designation has been abandoned and changed (as applicable) on the website for 90 days after the agreement has been signed. All use of the CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST and CFA CERTIFIED FINANCIAL ANALYST designations will be discontinued in all media worldwide no later than 90 days after the agreement is effective.
- 5) Provide evidence of compliance that the Registrations are abandoned by sending AIMR an email that confirms this request.
- 6) Send a notification to AIMR that an email announcement has gone out to CFMA members regarding the abandonment and/or change of the CFMA.

Promises and Covenants by the AIMR:

- 1) AIMR will consent to the abandonment of AAFM's Louisiana State Trademark Registrations for the CERTIFIED FINANCIAL ANALYST CFA and CFMA CHARTERED FINANCIAL

MANAGEMENT ANALYST trademarks and may confirm the abandonment with the State of Louisiana.

- 2) As long as AAFM is in compliance with this agreement, AIMR will not file a lawsuit against AAFM for trademark infringement based on AAFM's prior ownership or use of the CFA CERTIFIED FINANCIAL ANALYST and CFMA CHARTERED FINANCIAL MANAGEMENT ANALYST designations and the Registrations.
- 3) AAFM and AIMR agree that the AAFMs designations and or acronyms: MFP Master Financial Professional, CAM Certified or Chartered Asset Manager, RFS Registered Financial Specialist, CTEP Chartered Trust and Estate Planner, CPM Chartered Portfolio Manager, CWM Chartered Wealth Manager, RMA Registered Market Analyst, CCF Certified in Corporate Finance, & CRA Certified Risk Analyst can be used by AAFM without AIMR objection. AAFM may also adopt and use any or all of the following designations without objection by AIMR:
  - o RBA Registered Business Analyst,
  - o MFM Master Financial Manager,
  - o FAD Financial Analyst Designate,
  - o MCA Master Corporate Analyst,
  - o MAC Master Accredited Controller, and
  - o MFC Master Financial Controller.
- 4) AIMR will not object to the AAFM's use or registration of any of the acronyms and designations listed in paragraph no. 3 above in connection with financial training, financial planning, study materials, or academic or professional services.
- 5) This agreement may be executed in duplicate.
- 6) Upon each party's execution of this agreement, the party shall forthwith provide an executed copy to the other party.
- 7) This Agreement shall be binding upon any related parties, subsidiaries, parent companies, principals, successor and assigns of AAFM and AIMR.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative.

AIMR ASSOCIATION FOR INVESTMENT MANAGEMENT AND RESEARCH

By: [Signature]

Print Name: SHARON GLOVER

Title: VP + Assoc. Gen Counsel Date: 1/5/04

AMERICAN ACADEMY OF FINANCIAL MANAGEMENT, AAFM

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_