

1280593

# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

February 07, 2005

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,566,793 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *November 21, 1989*  
 1st RENEWAL FOR A TERM OF 10 YEARS FROM *November 21, 1999*  
 SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

*VIDEO PROFESSOR, INC.*  
*A COLORADO CORPORATION*

By Authority of the  
**COMMISSIONER OF PATENTS AND TRADEMARKS**



P. SWAIN  
 Certifying Officer

**PLAINTIFF'S  
 EXHIBIT  
 A**

Int. Cl.: 9

Prior U.S. Cl.: 21

**United States Patent and Trademark Office**

Reg. No. 1,566,793  
Registered Nov. 21, 1989

**TRADEMARK  
PRINCIPAL REGISTER**



DATA LINK RESEARCH SERVICES, INC.  
(COLORADO CORPORATION), DBA DATA  
LINK COMPUTER VIDEO  
SUITE 180  
1536 COLE BLVD.  
GOLDEN, CO 80401

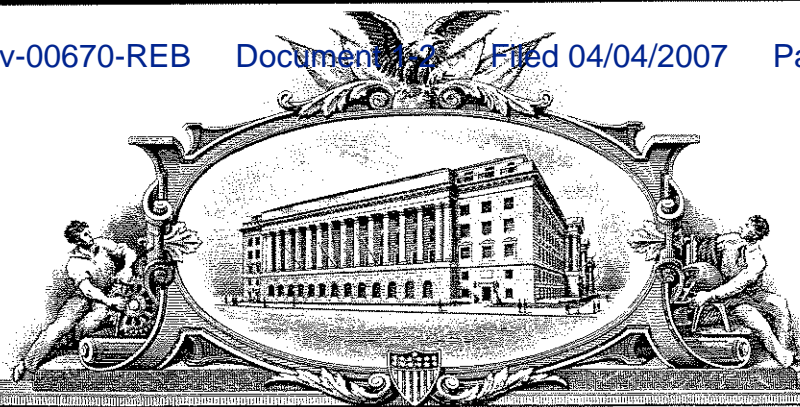
FOR: VIDEO CASSETTES FOR USE WITH  
COMPUTERS, IN CLASS 9 (U.S. CL. 21).

FIRST USE 4-10-1987; IN COMMERCE  
4-10-1987.

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

SER. NO. 674,178, FILED 5-14-1987.

J. TINGLEY, EXAMINING ATTORNEY



1280593

**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

February 07, 2005

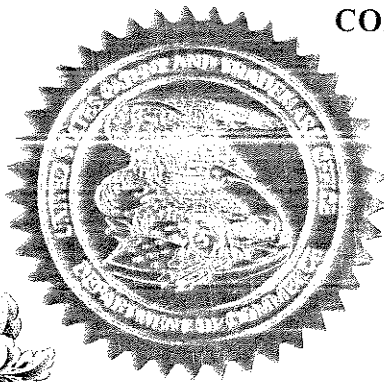
THE ATTACHED U.S. TRADEMARK REGISTRATION 1,574,578 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 10 YEARS FROM *January 02, 1990*  
1st RENEWAL FOR A TERM OF 10 YEARS FROM *January 02, 2000*  
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

*VIDEO PROFESSOR, INC.*  
*A COLORADO CORPORATION*

By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS



P. SWAIN  
Certifying Officer

**PLAINTIFF'S  
EXHIBIT  
B**

Int. Cl.: 9

Prior U.S. Cls.: 21 and 36

**United States Patent and Trademark Office** Reg. No. 1,574,578  
Registered Jan. 2, 1990

**TRADEMARK  
PRINCIPAL REGISTER**

**VIDEO PROFESSOR**

DATA LINK RESEARCH SERVICES, INC.  
(COLORADO CORPORATION)  
1536 COLE BOULEVARD  
GOLDEN, CO 80401

FOR: PRERECORDED VIDEO AND CAS-  
SETTE TAPES FEATURING INSTRUCTION IN  
THE USE OF COMPUTERS, COMPUTER SOFT-  
WARE PROGRAMS, AND OFFICE MACHINES,  
IN CLASS 9 (U.S. CLS. 21 AND 36).

FIRST USE 4-10-1987; IN COMMERCE  
4-10-1987.

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

SER. NO. 73-795,896, FILED 4-26-1989.

CATHY THORNSTEINSON, EXAMINING AT-  
TORNEY





Canadian Intellectual Property Office / Office de la propriété intellectuelle du Canada



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- Industrial Designs Database

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**CANADIAN TRADE-MARK DATA**

\*\*\* Note Data on trade-marks is shown in the official language in which it was submitted.

The database was last updated on: 2006-05-30

**APPLICATION NUMBER:**

0622848

**REGISTRATION NUMBER:**

TMA381864

**STATUS:**

REGISTERED

**FILED:**

1989-01-06

**ADVERTISED:**

1990-06-06

**REGISTERED:**

1991-03-22

**REGISTRANT:**

DATA LINK RESEARCH SERVICES, INC.,  
1536 COLE BOULEVARD,  
SUITE 180,  
GOLDEN, COLORADO 80401,  
UNITED STATES OF AMERICA

**REPRESENTATIVE FOR SERVICE:**

R. WILLIAM WRAY & ASSOCIATES  
P.O. BOX 2760, STATION D  
151 SLATER STREET  
OTTAWA  
ONTARIO K1P 5W8

**TRADE-MARK:**



**MARK DESCRIPTIVE REFERENCE:**

VIDEO PROFESSOR & DESIGN

**DISCLAIMER TEXT:**

PLAINTIFF'S  
EXHIBIT  
C

The right to the exclusive use of the word VIDEO is disclaimed apart from the trade-mark.

**INDEX HEADINGS:**

VIDEO PROFESSOR  
PROFESSOR, VIDEO

**VIENNA INFORMATION:**

**Code Description**

2.1.25 Other men

16.1.4 Telecommunication, television, sound recording or sound reproduction apparatus and equipment, computers

16.1.6 Computers, word processors

**WARES:**

(1) Video cassettes.

**CLAIMS:**

Used in CANADA since at least as early as April 10, 1987.

<b>ACTION</b>	<b>DATE</b>	<b>BF</b>	<b>COMMENTS</b>
Filed	06 January 1989		
Search Recorded	03 April 1989		
Correspondence Created	19 April 1989		
Correspondence Created	30 May 1989		
Correspondence Created	21 November 1989		
Advertised	06 June 1990		Vol.37 Issue 1858
Allowed	03 August 1990		
Allowance Notice Sent	03 August 1990	04 February 1991	
Registered	22 March 1991		
Renewal Notice Sent	12 April 2006		

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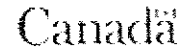
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**CANADIAN TRADE-MARK DATA**

\*\*\* Note Data on trade-marks is shown in the official language in which it was submitted.

The database was last updated on: 2006-05-30

**APPLICATION NUMBER:**

1297453

**REGISTRATION NUMBER:**

not registered

**STATUS:**

FORMALIZED

**FILED:**

2006-04-11

**FORMALIZED:**

2006-04-12

**APPLICANT:**

Video Professor, Inc.  
12055 West 2nd Place  
Lakewood, Colorado 80228  
UNITED STATES OF AMERICA

**AGENT:**

R. WILLIAM WRAY & ASSOCIATES  
P.O. BOX 2760, STATION D  
151 SLATER STREET  
OTTAWA  
ONTARIO K1P 5W8

**REPRESENTATIVE FOR SERVICE:**

R. WILLIAM WRAY & ASSOCIATES  
P.O. BOX 2760, STATION D  
151 SLATER STREET  
OTTAWA  
ONTARIO K1P 5W8

**TRADE-MARK:**

**VIDEO PROFESSOR**

**INDEX HEADINGS:**

VIDEO PROFESSOR

**WARES:**

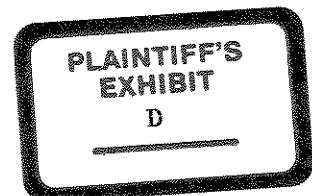
(1) Prerecorded video and cassette tapes featuring instruction in the use of computers, computer software programs, and office machines.

**SERVICES:**

(1) Computer training services, namely, providing computer training and lessons for various software, hardware, and other computer applications accessed on servers via the world wide web.

**CLAIMS:**

Priority Filing Date: February 09, 2006, Country: UNITED STATES OF



AMERICA, Application No: 78810992 in association with the same kind of services.  
Used in UNITED STATES OF AMERICA.  
Filed in UNITED STATES OF AMERICA on February 09, 2006 under No. 78810992 on services.  
Registered in or for UNITED STATES OF AMERICA on January 02, 1990 under No. 1,574,578 on wares.  
Proposed Use in CANADA.

<u>ACTION</u>	<u>DATE</u>	<u>BF</u>	<u>COMMENTS</u>
Filed	11 April 2006		
Created	12 April 2006		
Formalized	12 April 2006		

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Last updated: 2006-05-30



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## List Of Complainant's Registered Domain Names

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PLAINTIFF'S  
EXHIBIT  
E

## List Of Complainant's Registered Domain Names

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## List Of Complainant's Registered Domain Names

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228898-cdtraining.tv-10/10/2005-vpi1310w  
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228895-videoprofessorsoftwaresavers.com-10/10/2005 4:04:19 PM-veatobc  
228893-videoprofessorsoftwaresavers.net-10/10/2005 4:04:07 PM-veatobc  
228892-vpsoftwaresavers.com-10/10/2005 4:04:01 PM-veatobc  
228890-vpsoftwaresavers.net-10/10/2005 4:03:55 PM-veatobc  
228889-vpsoftwaresavers.tv-10/10/2005-veatobc  
228865-software savers by videoprofessor.com-10/10/2005 3:55:14 PM-nsgqqqq  
228864-software savers by videoprofessor.tv-10/10/2005-nsgqqqq  
228863-supersoftware savers.net-10/10/2005 3:55:03 PM-nsgqqqq  
228862-software savers by videoprofessor.net-10/10/2005 3:54:57 PM-nsgqqqq  
228861-supersoftware savers.tv-10/10/2005-nsgqqqq  
228860-supersoftware savers.com-10/10/2005 3:54:46 PM-nsgqqqq  
228859-productivitytraining.net-10/10/2005 3:54:42 PM-nsgqqqq  
228858-super-savers.tv-10/10/2005-nsgqqqq  
228856-supersavers.tv-10/10/2005-nsgqqqq  
228855-productivitytraining.tv-10/10/2005-nsgqqqq  
228854-applicationtraining.tv-10/10/2005-vpi1310w  
228852-applicationtraining.net-10/10/2005 3:54:13 PM-vpi1310w  
228851-learnquicken4free.net-10/10/2005 3:54:03 PM-nsgqqqq  
228850-learnquicken4free.com-10/10/2005 3:53:54 PM-nsgqqqq  
228849-learnquicken4free.tv-10/10/2005-nsgqqqq  
228848-learnquicken.tv-10/10/2005-nsgqqqq  
228847-learnquicken.net-10/10/2005 3:53:42 PM-nsgqqqq  
228845-learnoffice4free.com-10/10/2005 3:53:38 PM-nsgqqqq  
228844-learnquicken.com-10/10/2005 3:53:33 PM-nsgqqqq  
228842-learnoffice4free.net-10/10/2005 3:53:29 PM-nsgqqqq  
228841-learnoffice4free.tv-10/10/2005-nsgqqqq  
228816-learnexcel4free.tv-10/10/2005-zjntoau  
228814-learnexcel4free.net-10/10/2005 3:45:24 PM-zjntoau  
228813-learnexcel4free.com-10/10/2005 3:45:19 PM-zjntoau  
228812-learnword4free.tv-10/10/2005-zjntoau  
228811-learnword4free.com-10/10/2005 3:45:10 PM-zjntoau  
228810-learnword4free.net-10/10/2005 3:45:04 PM-zjntoau  
228809-learnoffice.tv-10/10/2005-zjntoau  
228808-learnoffice.net-10/10/2005 3:44:55 PM-zjntoau  
228806-learnexcel.net-10/10/2005 3:44:50 PM-zjntoau  
228805-learnexcel.tv-10/10/2005-zjntoau  
228803-learnword.net-10/10/2005 3:44:29 PM-zjntoau  
228801-learnword.tv-10/10/2005-zjntoau  
228800-interactiveprofessor.net-10/10/2005 3:44:17 PM-zjntoau  
228799-interactiveprofessor.tv-10/10/2005-zjntoau  
228798-computertutorial.net-10/10/2005 3:44:05 PM-VPI1310W  
228797-computerprofessor.tv-10/10/2005-vpi1310w  
228796-computertutorial.tv-10/10/2005-zjntoau



## List Of Complainant's Registered Domain Names

228795-trymyproduct.com-10/10/2005 3:43:52 PM-zjntoau  
228794-trymyproduct.net-10/10/2005 3:43:48 PM-zjntoau  
228793-trymyproduct.tv-10/10/2005-zjntoau  
228791-freecomputerlearning.tv-10/10/2005-zjntoau  
228790-freecomputertraining.tv-10/10/2005-zjntoau  
228756-freecomputerlearning.net-10/10/2005 3:31:30 PM-zkvdsgp  
228755-software4free.tv-10/10/2005-zkvdsgp  
228754-softwareforfree.tv-10/10/2005-zkvdsgp  
228753-professorteaches.net-10/10/2005 3:31:18 PM-zkvdsgp  
228752-professorteaches.tv-10/10/2005-zkvdsgp  
228749-videoprofessorprofessional.tv-10/10/2005-zkvdsgp  
228748-videoprofessorprofessional.net-10/10/2005 3:31:06 PM-zkvdsgp  
228746-videoprofessorprofessional.com-10/10/2005 3:31:01 PM-zkvdsgp  
228745-vpprofessional.tv-10/10/2005-zkvdsgp  
228744-vpprofessional.net-10/10/2005 3:30:53 PM-zkvdsgp  
228743-vpprofessional.com-10/10/2005 3:30:49 PM-zkvdsgp  
228741-vpatwork.tv-10/10/2005-zkvdsgp  
228740-vpatwork.net-10/10/2005 3:30:40 PM-zkvdsgp  
228739-vpatwork.com-10/10/2005 3:30:36 PM-zkvdsgp  
228738-vpforfree.tv-10/10/2005-zkvdsgp  
228737-vpforfree.net-10/10/2005 3:30:27 PM-zkvdsgp  
228736-vp4free.net-10/10/2005 3:30:23 PM-zkvdsgp  
228735-vp4free.com-10/10/2005 3:30:18 PM-zkvdsgp  
228734-vp4free.tv-10/10/2005-zkvdsgp  
228733-johnscherer.tv-10/10/2005-zkvdsgp  
228690-thevideoprofessor.tv-10/10/2005-gpjnsgp  
228689-johnscherer.net-10/10/2005 3:15:48 PM-gpjnsgp  
228688-thevideoprofessor.com-10/10/2005 3:15:43 PM-gpjnsgp  
228687-video-professor.tv-10/10/2005-gpjnsgp  
228684-videoprofessorpro.net-10/10/2005 3:15:32 PM-gpjnsgp  
228683-videoprofessorpro.com-10/10/2005 3:15:27 PM-gpjnsgp  
228682-videoprofessorpro.tv-10/10/2005-gpjnsgp  
228681-vppro.net-10/10/2005 3:15:19 PM-gpjnsgp  
228678-vppro.tv-10/10/2005-gpjnsgp  
228677-software-savers.net-10/10/2005 3:15:11 PM-gpjnsgp  
228676-software-savers.com-10/10/2005 3:15:06 PM-gpjnsgp  
228675-softwaresavers.net-10/10/2005 3:15:02 PM-gpjnsgp  
228674-software-savers.tv-10/10/2005-gpjnsgp  
228673-softwaresavers.tv-10/10/2005-gpjnsgp  
228637-videoprofessor.net-8/17/2009 1:33:36 PM-vpi1244w  
228636-vidioprofessor.com-8/17/2009 1:18:26 PM-vezjnto  
228634-videoproffesor.com-8/17/2009 1:38:15 PM-vezjnto  
228633-vpiol.com-1/18/2006-vpi1310w  
228632-video professor.com-10/31/2009 3:08:10 PM-vpi1310w  
228631-videoprofessor.org-10/2/2009 6:13:40 PM-vezjnto  
228630-vediprofessor.com-8/17/2012 1:23:51 PM-vezjnto  
228629-videoproffesor.com-8/17/2012 1:13:32 PM-vezjnto  
228628-videoprofessor.com-12/25/2005-vpi1310w  
228627-askvideoprofessor.com-5/6/2007 1:19:47 PM-vpi1310w





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angiolillos@msn.com

Reply | Reply All | Forward | Delete | Junk | Put in Folder | Print View | Save Address

From : Supriyo Malaker <inquiry@dotcrafter.com>
Sent : Tuesday, May 2, 2006 1:06 AM
To : Michael & Selena Angiolillo <angiolillos@msn.com>
Subject : Re: videoprofessor.ca domain name

Hi Mr. Angiolillo,

FYI, if anybody requests "Serious Offer" for a domain, the price tag is NEVER 2-digit!

A domain name is a piece of unique e-property. "Rule of Thumb" is the offer should be at least several folds of your main product or service. For example, a lawyer charging \$250/hr should offer \$1500 to \$2500 for a desired domain name.

I won videoprofessor.ca in auction and it cost me much more than your offer. FYI, I never sold a domain, if I do in future, none will be less than \$500. This one can easily be traded for \$1000+.

Thank you anyway,
Supriyo

Quoting Michael & Selena Angiolillo <angiolillos@msn.com>:

Thank you for your reply. I would like to offer \$75.00 for the domain www.videoprofessor.ca; please let me know if this can be worked out.

Thanks,
Michael Angiolillo

From: Supriyo Malaker <inquiry@dotcrafter.com>
To: Michael & Selena Angiolillo <angiolillos@msn.com>
Subject: Re: videoprofessor.ca domain name
Date: Fri, 28 Apr 2006 01:10:29 -0400

I do not sell domains, they are for development. However I may sell this one to fund a project. I do not ask price. If you are really interested please send me a SERIOUS OFFER, I will review and get back to you.

Thank You,
Supriyo

Quoting Michael & Selena Angiolillo <angiolillos@msn.com>:

To whom it may concern,

I am interested in the possibility of acquiring this domain name. Would you consider selling it and if so at what price. Please advise.

Thank you,
Michael Angiolillo



**Monica Kovaci**

**From:** Susan Gindin [SGindin@videoprofessor.com]  
**Sent:** Friday, June 09, 2006 3:52 PM  
**To:** inquiry@dotcrafter.com  
**Cc:** Monica Kovaci; Michael Angiolillo  
**Subject:** videoprofessor.ca



June 9, 2006

Mr. Supriyo Malaker  
Dotcrafter  
2 Silver Maple Court, Suite 209  
Brampton, ON  
L6T 4R1 Canada

**Re: unauthorized registration of videoprofessor.ca**

Dear Mr. Malaker:

I am counsel for Video Professor, Inc. ("VIDEO PROFESSOR"), which is the major producer and direct marketer of computer learning CDs. VIDEO PROFESSOR owns U.S. and Canadian trademark registrations for VIDEO PROFESSOR dating from 1989 and VIDEO PROFESSOR extensively uses and promotes the VIDEO PROFESSOR mark through a variety of channels, including television, print advertising, and the Internet. As a result of our extensive promotional efforts and the quality of the services that we offer, our VIDEO PROFESSOR mark is famous worldwide and represents highly valuable goodwill.

We recently learned that you have registered the domain name **videoprofessor.ca**. We have been the market leader in the field of computer learning for many years, so your registration of this domain containing the VIDEO PROFESSOR mark appears to be a deliberate attempt to trade on the goodwill we have developed in the VIDEO PROFESSOR mark, constituting a violation of the Trade-marks Act, R.S., 1985, c. T-13, the Anti-Cybersquatting Consumer Protection Act, and the Canadian Domain Name Dispute Resolution Policy.

Accordingly, we demand that you immediately:

- (1) Cease and desist from all use of the **videoprofessor.ca** domain name, and other trademarks.

7/19/2006



trade names, domain names or other designations of origin that simulate or colorably imitate our famous VIDEO PROFESSOR trademark; and

- (2) Cancel the **videoprofessor.ca** registration or transfer the **videoprofessor.ca** domain name, as well as any other domain names, which include VIDEO PROFESSOR trademarks, to Video Professor, Inc. In exchange for an immediate transfer of the **videoprofessor.ca** domain name, VIDEO PROFESSOR will offer to release you from any liability and to reimburse you for the cost of registering the domain name.

If you wish to resolve this matter amicably, please sign and return a copy of this letter to us. If we do not hear from you by June 19, 2006, we will assume that you are not interested in an amicable resolution. Until we advise you that this matter is resolved, we reserve the right to seek appropriate relief for your violation.

If you have any questions or wish to discuss this matter further, please feel free to email or contact me at the number below.

Susan E. Gindin  
V: 303-232-1244

F: 303-202-  
9929

sgindin@video

The undersigned covenants to take the following actions immediately: (i) cancel the registration or transfer any and all rights of the undersigned in and to the following domain name to Video Professor, Inc.: **videoprofessor.ca** (the "Domain Name"); and (ii) cease and desist from any and all use of the Domain Name and the Video Professor name.

---

Dated: \_\_\_\_\_, 2006

Supriyo Malaker

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

# VideoPROFESSOR.CA

FOR VIDEO PROFESSIONALS & ENTHUSIASTS



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Wedding Video How-To by Serena Stuart; Videographer Suggestions by Doug Graham; Top Ten Wedding ...

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How to Start a Successful Home-Based Business Producing Corporate Videos. Video Information you will not find in any college course

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### How to Buy a Digital Camcorder

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Wedding Video How-To by Serena Stuart; Videographer Suggestions by Doug Graham; Top Ten Wedding ...

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This guide will teach you what you need to know before you buy a digital camcorder

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MITSUBISHI



NISSAN



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SUZUKI



TOYOTA



VOLVO

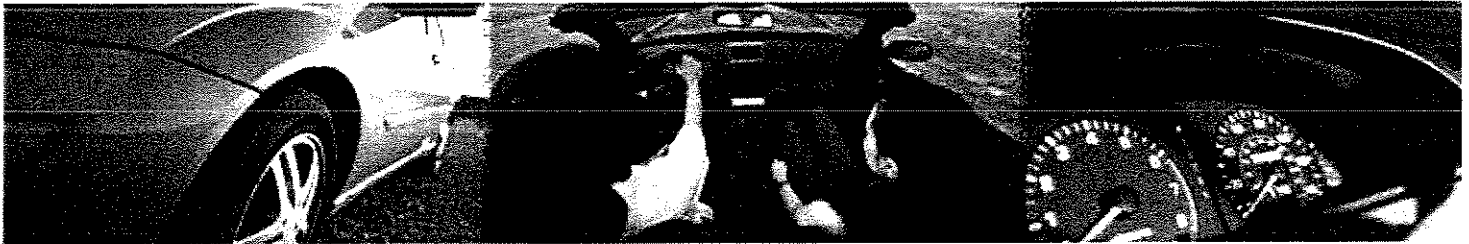
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- ↳ Jeep Tops
- ↳ Used Jeep
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- ↳ Suv
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### **Meador Jeep - Fort Worth, Texas**

Looking for a great deal on your next Jeep? Browse our online inventory with pictures and pricing. Check out our online specials and save on a new or pre-owned Jeep today.

[http://www.meadorauto.net/en\\_US/?adsource=advantix](http://www.meadorauto.net/en_US/?adsource=advantix)

### **Top 10 Web Sites for "jeep parts"**

For your convenience, we've gathered hundreds of "jeep parts" web sites and narrowed them down to the Top 10.

[http://65.38.184.53/cgi-bin/go2/ir-au.pl?zone=jeep parts](http://65.38.184.53/cgi-bin/go2/ir-au.pl?zone=jeep%20parts)

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Save up to 80% on Jeep parts. Low price guarantee. Serving customers for 25 years. Expert staff.

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### **jeep on AutoExtra.com**

Find the jeep you are looking for on AutoExtra.com. Search by Zip or browse through the second largest online database of used vehicles. AutoExtra.com - Extra Cars, Extra Fast, Extra Easy

<http://jeep.autoextra.com/model/////?qw=jeep&kwcmp=KNC-En...>

### **Jeep Parts**

Helpful Links for Jeep Parts.

<http://www.ToseekA.com>

### **Cars For Sale**

Large selection new and use cars for sale by owner or dealer. Buy, lease or sell.

<http://www.forsalecars.com>

**Jeep Info**

Get Info for Jeep from 14 search engines in 1.

<http://web.info.com/infocom.us2/search/web/jeep?CMP=3040&...>

**Discount Jeep SUV Parts Store**

Buy Jeep Auto Body Parts, Accessories, A/C Compressors, Auto & SUV Engines, Manual & Automatic Transmissions, Remanufactured Wheels, Bumpers, Lights, Radiators and more at wholesale prices. Also featuring used parts locator, forums & classifieds.

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### Video Professor Affiliate Agreement

**1. Overview.** This Affiliate Marketing Agreement (the "Agreement") is between your company ("You") and Video Professor, Inc., a Colorado corporation ("VP"). This Agreement contains terms and conditions that apply to Your participation as an Affiliate in Video Professor's Affiliate Marketing Program (the "Program"). This Agreement is in addition to any agreement you may have executed with Commission Junction. In case of any discrepancy between any agreement you have executed with Commission Junction and this Agreement, this Agreement shall control.

**2. Enrollment in the Program.** In order to enroll in the Program, You must click the "Accept" button below. By clicking the "Accept" button, You warrant that you have read and agreed to the terms contained in this Agreement. After You submit the enrollment form, VP shall evaluate it and notify You of VP's acceptance or rejection. Notwithstanding any other provision contained in this Agreement, VP may reject an application in its sole discretion with or without cause. If You are accepted, VP shall notify You in writing so that You may begin to participate in the Program. In no way limiting the foregoing, VP will not accept into its Program, sites that engage in any of the following:

- (a) Promote (including links to) sexually explicit materials, violence or illegal activities;
- (b) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (c) Manipulate keyword searches on portals (see section 15);
- (d) Include "Video Professor" or variations, abbreviations, or misspellings thereof in its domain names without prior written VP approval;
- (e) Are "under construction" or have broken URLs;
- (f) Are otherwise considered offensive or inappropriate at VP's discretion.

**3. Use of Creative.** You must use approved creatives and text as provided in the affiliate interface tool ("Approved Link"). You may not alter any Approved Link.

**4. Email.** You acknowledge and agree that email is a prohibited method of marketing in the Program and that You may not use any Approved Link or any reference to VP in emails. You further agree that in the event You use any reference to VP or any Approved Link in an email, You will pay VP liquidated damages of \$1,000 per email and You will be subject to immediate termination from the Program.

**5. Proprietary Rights.** All intellectual property rights or proprietary property and information, including copyrights, trademarks, trade secrets, and patents, supplied or developed by VP shall be and remain the sole and exclusive property of VP ("Intellectual Property"). Upon termination of this Agreement You agree to discontinue use, destroy and purge from Your system all Intellectual Property, including Marks, as described below.

**6. Licenses.** VP grants to You, during the term of this Agreement, a royalty-free, non-exclusive, worldwide license to use, copy, reproduce, and display VP's trade names, trademarks, service marks and logos (the "Marks" or "Intellectual Property") as part of the Approved Creative only in connection with this Agreement. No other right, title, license, or interest in the Marks is intended to be given to or acquired by You, by the execution of or the performance of this Agreement. You shall not use VP's Marks or Intellectual Property for any purpose or activity except as expressly authorized or contemplated herein.

**7. Use of Marks.** The Marks may be used only pursuant to the terms and conditions of this Agreement as a means of identifying VP as the owner of the Products. You will not modify, alter or obfuscate VP's Marks or use the Marks in a manner that disparages VP. The Marks may be used only in a form agreed to by VP. The presentation of the Marks shall at all times be such that the ownership of any particular Mark is clear and all Marks shall bear the (R) or

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TM symbols where applicable. VP shall have the unilateral right to establish, monitor and enforce such quality standards. You hereby renounce ownership of and assign to VP any goodwill which accrues as a result of Your use of the Marks. VP hereby grants to You a limited non-exclusive, non-transferable, revocable license to use the Marks as part of the Approved Creative or Approved Links solely in accordance with the terms of this Agreement.

**8. Web Site Service Interruption.** VP will make every effort to keep its Web site operational. However, certain circumstances or technical difficulties may, from time to time, result in temporary service interruptions. You agree that VP shall have no liability of any kind for any of the direct or indirect consequences of such interruptions.

**9. Responsibility for Your Site.** You will be solely responsible for the development, operation and maintenance of Your site and for all content that appears on such Site. Such responsibility includes, without limitation: (i) the technical operation of Your Site and all related equipment; (ii) the accuracy, timeliness and appropriateness of content posted on Your Site; (iii) ensuring that posted materials do not violate or infringe upon the rights of any third party; (iv) ensuring that posted content is not libelous or otherwise illegal. You shall not use any VP proprietary materials in a manner that is disparaging or that otherwise portrays VP in a negative light.

**10. Search Engine Policy.** You agree not to purchase or use search engine keywords that use VP's Marks, including without limitation, "Video Professor" and/or variations thereof. You agree not to purchase, use or register keywords, AdWords, search terms or other identifying terms that include the word "Video Professor" or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. Specifically, this policy prohibits You from bidding on any VP Marks. You may in no way represent Your site as VP's official site or homepage through search engine titles and descriptions.

**11. Incentive Site Policy.** Subject to the prior written approval via email by an authorized VP representative, which approval may be denied in VP's sole discretion, and provided You have taken full responsibility for payment and fulfillment of any incentives, You may promote the VP product by using incentives (gift cards, points, cash, etc.). Submissions to VP for consideration of incentives must include a screen shot, for initial approval, of the landing page or web page containing Your statement that all incentives shall be paid by You and not by VP and providing your valid and complete contact information, and the landing page or web page for final approval. The submission must be sent to affiliates@videoprofessor.com.

**12. Indemnity.** Notwithstanding any other provision, You agree to indemnify, defend and hold harmless VP and its officers, directors, shareholders, affiliates, employees and agents against any and all threatened or pending claims, actions, losses and damages of any kind (including all costs and expenses and reasonable attorneys' fees) arising out of any of the following acts by You, customers referred by You to VP, Your Sub-Publishers (as defined in Your agreement with Commission Junction), or any third party You authorize to participate in the Program : (i) willful misconduct or negligence, (ii) violation of any laws applicable to the use and distribution of the VP offers, (iii) creating a real or perceived warranty, service, product or maintenance obligation outside of the approved VP offer; (iv) breach of any of representations or warranties or covenants; or (v) failure to comply with this Agreement.

**13. Compliance.** You agree to comply with all Federal, State and local laws and regulations applicable to electronic advertising and communication including without limitation, all those promulgated by or under the Federal Trade Commission and its State equivalents.

**14. Confidential Information.** For purposes of this Agreement, the term "Confidential Information" shall mean certain valuable confidential information, including without limitation certain information, plans, target companies, customer information, business plans, marketing, sales and other related information, specifications, drawings, sketches, models, samples, data, financial information, contracts, vendors, employees, officers, directors, shareholders, notes, computer programs, documentation, and other technical and business



information, in written, oral, graphic or other tangible form relating to Yours and VP's products, systems, services and technology.

**15. Exclusions from Confidential Information.** Each party agrees to keep all Confidential Information disclosed hereunder by the disclosing party in confidence and to not use any such information for any purpose other than the purpose(s) described above. This shall not apply to information designated "confidential", wherein the receiving party can show: (a) the information is already in the possession of the receiving party at the time of receiving the same from the disclosing party without any obligation of confidentiality as shown by the prior records of the receiving party; (b) the information is published or becomes available within the public domain otherwise than as a consequence of a breach by the receiving party of its obligation not to disclose any of the disclosing party's Confidential Information; (c) the information is lawfully received by the receiving party from any third party without restriction on disclosure or use; (d) the information was or is independently developed without any breach of this Agreement by the receiving party's personnel who have not had access to any of the disclosing party's Confidential Information; (e) is approved in writing by the disclosing party for release or other use by the receiving party according to terms stipulated in such approval; (f) the information is legally compelled by a competent legal tribunal provided that if the receiving party is served with a subpoena or other process requiring the production or disclosure of the disclosing party's Confidential Information, then before complying with such subpoena or other process, the receiving party shall immediately notify the disclosing party of same and permit the disclosing party a reasonable period of time to intervene and contest disclosure or production; or (g) any information collected by VP from a customer referred to VP under this Agreement.

**16. Maintenance of Confidentiality.** The parties agree to hold all Confidential Information disclosed hereunder by the other party in confidence from the date of its receipt hereunder and to use the same degree of care, but no less than a reasonable degree of care, to prevent any unauthorized disclosure or publication thereof as they use to protect their own confidential information of a like nature. The parties agree not to disclose or divulge any of such Confidential Information to anyone except their employees or other third parties who have a need to know same and are directly involved in the above-mentioned exercises. The parties also agree to make all necessary and appropriate efforts to safeguard the Confidential Information that it receives from the other party from disclosure to anyone other than as permitted hereby.

**17. Use and Ownership of Confidential Information.** The parties further agree not to use any of the Confidential Information disclosed hereunder by the other party for any purpose other than to pursue the business transaction(s) contemplated herein without the prior written consent of the disclosing party. All Confidential Information disclosed pursuant to this Agreement and all documents relating thereto disclosed hereunder shall remain the property of the disclosing party and shall be returned promptly by the receiving party to the disclosing party together with any copies thereof upon receipt by the receiving party of a written request from the disclosing party therefore which the disclosing party may make at any time and from time to time. Each party shall have the right to make a reasonable number of copies of confidential documents as required in order to carry out the above-mentioned purpose(s) of this Agreement.

**18. Independent Development.** Each party acknowledges that the other may be currently or in the future developing information internally or receiving information that is similar to the Confidential Information described herein. As such, nothing herein shall prohibit a recipient party from developing or having developed for it designs, drawings, products, inventions, concept or techniques contemplated by or embodied in the Confidential Information that compete with the disclosing party provided that such development does not violate any obligations under this Agreement. The terms of this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of Confidential Information.

**19. No Implied Licenses.** Except as otherwise expressly permitted hereunder, no license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how is granted to the receiving party or can be implied by disclosure to the receiving party by the disclosing party of any of the disclosing party's Confidential Information hereunder. The parties shall use reasonable effort to attempt to provide information hereunder to the other party that is accurate; neither party, however, shall assume any responsibility whatsoever with respect to the accuracy or completeness of such information.

**20. Term and Survivorship of Agreement.** The obligations concerning disclosure and use of Confidential Information imposed hereunder shall survive the expiration or termination of this Agreement.

**21. Injunctive Relief.** Each party acknowledges and agrees that, in the event of a breach by the other party of any of the provisions of this Agreement, the non-breaching party would have no adequate remedy and that such breach may result in irreparable injury to such party for which monetary damages alone would not be an adequate remedy. Therefore, each party agrees that in the event of a breach or threatened breach of any of such provisions, the non-breaching party shall be entitled to injunctive or other equitable relief as a remedy therefore, without the necessity of posting a bond with respect thereto. Any such relief awarded shall be in addition to, and not in lieu of, any appropriate relief which may be awarded in the form of monetary damages, and the non-breaching party shall be entitled to monetary damages to the fullest permitted under applicable law.

**22. Waiver by Accepting Varied Performance.** No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested.

**23. No Guarantees.** NEITHER PARTY MAKES ANY GUARANTEES WHATSOEVER TO THE RESULTS OF EFFORTS IN CONNECTION WITH THIS AGREEMENT. NEITHER PARTY MAKES ANY WARRANTIES, PROMISES OR STATEMENTS EXCEPT AS SPECIFICALLY STATED HEREIN WITH RESPECT TO ANY MATTER. NEITHER PARTY HAS MADE AN AFFIRMATION OF FACT OR PROMISE RELATING TO THE SERVICES OR DUTIES THAT HAVE BECOME ANY BASIS OF THIS AGREEMENT OTHER THAN AS STATED HEREIN, AND THE PARTIES ACKNOWLEDGE THAT THEY HAVE RELIED ON NO WARRANTIES, PROMISES OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ANY ESTIMATES, PROJECTIONS, OR FORECASTS PROVIDED TO IT BY OR ON BEHALF OF THE OTHER PARTY ARE ONLY ESTIMATES AND ARE NOT REPRESENTATIONS THAT SUCH ESTIMATES WILL BE REALIZED.

**24. Disclaimer of Unstated Warranties.** EXCEPT AS PROVIDED HEREIN, VP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

**25. Limitation of Liability.** IT IS UNDERSTOOD AND AGREED THAT VP'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF ROYALTIES PAID TO YOU DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE AND UNDER NO CIRCUMSTANCES SHALL VP BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE REFERRAL FEES STATED HEREIN ARE A CONSIDERATION IN LIMITING VP'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE



CAUSE OF ACTION HAS ACCRUED.

**26. Amendments and Modifications.** From time to time VP may modify this Agreement and such modified agreement will become binding on You effective ten (10) business days after posting on the Commission Junction web site. You agree to regularly visit the Commission Junction web site to check for modified versions of this Agreement. If You do not agree to the changes in such modified agreement, Your sole remedy is to terminate this Agreement prior to the effective date of the modified agreement and to cease participation in the Program.

**27. Integration.** This Agreement and all exhibits hereto, as well as agreements and other documents referred to in this Agreement constitute the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties.

**28. Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

**29. Consent to Jurisdiction and Forum Selection.** The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Denver, State of Colorado.

**30. Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado without consideration of its conflict of laws provisions.

**31. Sub-Publishers.** You warrant and represent that before authorizing any Sub- Publishers or other third parties (collectively "Sub-Publishers") access to the Program, You will require that each such Sub- Publishers agrees to comply with the terms of this Agreement and that You will terminate such Sub- Publishers from the Program immediately if VP notifies You that VP has determined, in its sole discretion, that such Sub- Publishers has breached this Agreement.