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cc: J. Dora
Via Fax

Orig. to Adm

LAR

12/22/08

LAFF CAMPBELL TUCKER & GORDON, LLP

ATTORNEYS AT LAW

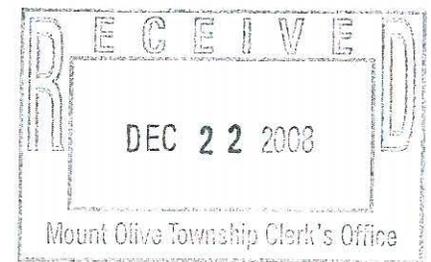
FINANCIAL PLAZA, BUILDING A
7730 EAST BELLEVIEW AVENUE, SUITE 204
GREENWOOD VILLAGE, COLORADO 80111-2616

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December 16, 2008

Mount Olive Township
Post Office Box 450
Budd Lake, NJ 07828



Re: Lunch 'n' Learn

Dear Sir:

This office represents Employee Development Systems, Inc. ("EDS"), a Texas corporation, owner of the servicemark LUNCH 'N LEARN®, a mark registered with the U.S. Patent and Trademark Office under Registration No. 2,204,048. A copy of that registration is enclosed for your information.

On behalf of EDS, we vigorously pursue individuals who promote, advertise or display infringing trademarks or servicemarks and those who otherwise use its marks without permission.

It has been brought to EDS's attention that Mount Olive Township is using the mark Lunch 'n' Learn to describe its educational lunchtime programs. Such action infringes upon EDS's mark and constitutes unfair competition in violation of the Lanham Act. Your continued use of the Lunch 'n' Learn mark will result in confusion among the public. Such violation threatens to undermine the value of the LUNCH 'N LEARN mark and will cause EDS substantial damage.

I suspect that up to now you did not realize the existence of my client's registered servicemark. Regardless, we demand that you immediately cease and desist from promoting, advertising, displaying or otherwise using the LUNCH 'N LEARN® mark on advertisements, promotional materials, published materials and newsletters (including those published on the internet), membership cards, stationery, in telephone solicitations or on other materials or on products associated therewith. You must destroy any catalog, brochure or applications, cleanse the internet of any reference of your organization in connection with the mark (this can be accomplished by providers such as <http://www.removeyourname.com/?qclid=CNSZ6e2wpZcCFRJexwodAhWv9g>) and cease all advertising which incorporates the LUNCH 'N LEARN mark. You are further demanded to immediately cease plans for any event which you are promoting under the mark and to destroy all materials bearing the name.

LAFF CAMPBELL TUCKER & GORDON, LLP

Mount Olive Township
December 16, 2008
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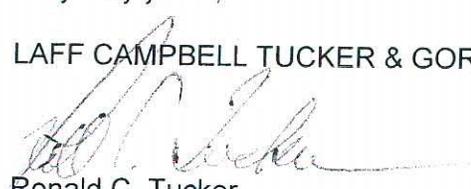
You are directed to provide us with your written assurance that you will comply with the foregoing by signing the enclosed copy of this letter and returning the signed copy within ten (10) days from the date of this letter.

There is a process by which your use of EDS's mark will be permitted by EDS. For example, if you wish to obtain a limited license to use the LUNCH 'N LEARN mark, one can be obtained by the payment of Five Hundred U.S. Dollars (\$500.00) for a year's use of the limited mark or, alternatively, the sum of Seven Hundred Fifty U.S. Dollars(\$750.00) for a two year license.. I am enclosing a proposed Non-Exclusive Servicemark License Agreement ("License Agreement") for your perusal. If you would wish to acquire such limited license, please execute the proposed License Agreement and send said Agreement to me along with a check for either \$500.00 or \$750.00 made payable to Laff Campbell Tucker & Gordon, LLP. EDS will then execute the License Agreement and return it to you within a few days.

If we do not hear from you by the deadline specified, we will have no choice but to assume that your infringing activities will continue. Appropriate action will then be taken to protect EDS's trademark rights and to obtain damages from your organization.

Very truly yours,

LAFF CAMPBELL TUCKER & GORDON, LLP


Ronald C. Tucker

RCT: cal

Enclosures: Copy of Trademark Registration No. 2,204,048
Non-Exclusive Servicemark License Agreement

I /we hereby agree to cease and desist from use of the name "Lunch 'n' Learn" in any form whatsoever and to cleanse all references to it which may appear on the internet in connection with this organization.

Date: _____

NON-EXCLUSIVE SERVICEMARK LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into on this ____ day of _____, 20____, by and between Employee Developments Systems, Inc., a Texas Corporation, having a mailing address at: 7308 South Alton Way, #2-J, Englewood, CO 80112 (hereinafter referred to as "LICENSOR"), and _____ having its principal place of business at: _____

_____ (hereinafter referred to as "LICENSEE").

WHEREAS, LICENSOR is the owner of the servicemark Lunch 'N Learn, the goodwill of the business associated therewith, and the United States registration therefore, Registration No. 2204048 (hereinafter referred to as the "Servicemark"); and

WHEREAS, LICENSEE desires to use the Servicemark in commerce.

NOW, THEREFORE, in consideration of Five Hundred/Seventy Hundred Fifty U.S. Dollars (\$500.00/\$750.00)(cross out inapplicable choice) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions hereof, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, for the term of one//two year(cross out inapplicable term), a nontransferable royalty-free license to use the Servicemark.
2. LICENSEE acknowledges that LICENSOR has the right to control the nature and quality of the services rendered under the Servicemark. LICENSEE further agrees that the licensed services shall meet standards from time to time set forth by LICENSOR. The Servicemarks may be used as a Servicemark on LICENSEE'S website, letterhead, brochures, business cards, flyers, pamphlets and banners. The Servicemarks may not be used in any books, magazines or publications, written or electronic, or on television or radio without the express written consent from LICENSOR.
3. LICENSOR reserves the right to require LICENSEE from time to time to submit samples of advertising using the Servicemark and to permit LICENSOR or its agent to observe the use thereof.
4. LICENSEE acknowledges LICENSOR'S exclusive right, title and interest in and to the Servicemark and acknowledges that nothing herein shall be construed to accrue to LICENSEE any rights in the Servicemark except as expressly provided herein.
5. LICENSEE covenants that (i) LICENSEE will not at any time challenge LICENSOR'S rights, title or interest in the Servicemark (other than to assert the specific rights granted to LICENSEE under this Agreement) (2) LICENSEE will not do or cause to be done or admit to do anything, the doing, causing or admitting of which would contest or in any way impair or tend to impair the rights of LICENSOR in the Servicemark and (iii) LICENSEE will not represent to any third party that LICENSEE has any ownership or rights in the Servicemark other than specific rights conferred by this Agreement.
6. LICENSOR represents and warrants that it has good title to the Servicemark and has the right to grant the licenses provided for hereunder in accordance with the terms and

conditions hereof, free of any liabilities, charges, liens, pledges, mortgages, restrictions, adverse claims, security interests, rights of others, and encumbrances of any kind (collectively "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by LICENSEE of the rights granted to LICENSEE hereunder.

7. Except as expressly provided above, LICENSOR makes no representation or warranty of any kind or nature (whether express or implied) with respect to the Servicemark (including freedom from third party infringement of the Servicemark).

8. LICENSOR shall have the sole right to initiate any suits necessary to protect the Servicemark. LICENSEE agrees to join such lawsuit upon request of LICENSOR at LICENSOR's expense. In the event that LICENSEE is sued by a third party for servicemark infringement by reason of the use of the Servicemark, LICENSOR agrees to defend any such suit against LICENSEE. LICENSEE shall have the right, but not the obligation, to be a party to and participate in any suit challenging the use of the Servicemark by LICENSEE.

9. The license granted by this Agreement shall be freely assignable by LICENSOR, but the Agreement cannot be assigned by LICENSEE except with the consent of LICENSOR.

10. It is the express intention of the parties that LICENSEE is and shall be an independent contractor and no partnership shall exist between LICENSEE and LICENSOR pursuant hereto. This Agreement shall not be construed to make LICENSEE the agent or legal representative of LICENSOR for any purpose whatsoever and LICENSEE is not granted any right or authority to assume or create any obligations for, on behalf of, or in the name of LICENSOR. LICENSEE agrees, and shall require its permitted sub-licensees to agree, not to incur or contract any debt or obligation on behalf of LICENSOR, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of LICENSOR in or with respect to the Servicemark or be detrimental to LICENSOR's image.

11. In the event of a dispute as to the nature and quality of the Servicemark or any aspects with respect to this Agreement, such dispute shall be referred to the American Arbitration Association for resolution in accordance with the rules of that organization. Any arbitration shall be conducted in the Denver, Colorado Metropolitan area.

12. For the purpose of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as set forth above in the preamble of this Agreement.

13. This Agreement shall be construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSOR:
EMPLOYEE DEVELOPMENT SYSTEMS, INC.,
a Texas corporation

By: M. Suzanne Updegraff, its President

LICENSEE:

By: _____ its _____

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bruce Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

Reg. No. 2,204,048

United States Patent and Trademark Office

Registered Nov. 17, 1998

SERVICE MARK
PRINCIPAL REGISTER

LUNCH 'N LEARN

EMPLOYEE DEVELOPMENT SYSTEMS, INC.
(TEXAS CORPORATION)
801 WEST MINERAL AVENUE
LITTLETON, CO 80112

OPERATIONS AND RELATED TOPICS , IN
CLASS 41 (U.S. CLS. 100, 101 AND 107).
FIRST USE 11-1-1997; IN COMMERCE
11-7-1997.

SER. NO. 75-406,078, FILED 12-16-1997.

FOR: EDUCATION SERVICES, NAMELY,
CONDUCTING A SERIES OF INTERACTIVE
WORKSHOPS AND SEMINARS ON BUSINESS

SHAUNIA WALLACE, EXAMINING ATTOR-
NEY