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To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

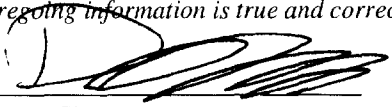
<p>1. Name of conveying party(ies): PAUL D'AMOUR</p> <p style="text-align: right; font-size: 2em;">8-26-02</p> <p><input checked="" type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation - California  <input type="checkbox"/> Other _____</p> <p>Add'l name(s) of conveying party(ies) attached? _Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>JAMES KEENAN, ADAM JONES,</u> <u>DANIEL CAREY</u></p> <p>Internal Address: _____ Street Address: <u>c/o Davis Shapiro Lewit Montone &amp; Hayes,</u> <u>8932 Keith Avenue</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> ZIP: <u>90069</u></p> <p><input checked="" type="checkbox"/> Individual(s) citizenship: <u>USA</u>  <input type="checkbox"/> Association _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation - State _____  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: _____ Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) &amp; address(es) attached? _ Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 31, 1995</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s): <u>1,797,942; 1,798,289;</u> <u>1,799,224</u></p> <p>Additional numbers attached? _____ Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Dax Alvarez</u></p> <p>Internal Address: <u>BLAKELY SOKOLOFF TAYLOR &amp; ZAFMAN LLP</u></p> <p>Street Address: <u>12400 Wilshire Boulevard</u> <u>Seventh Floor</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> ZIP: <u>90025</u></p>	<p>6. Total number of applications and registrations involved: <u>One (1)</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>\$90.00</u>  <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-2666</u></p>
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DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Dax Alvarez            August 21, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 9

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SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into as of January \_\_, 1996 by and between Paul D'Amour (hereinafter referred to as "D'Amour"), c/o King, Purlich, Holmes, Paterno & Berliner, 2121 Avenue of the Stars, 22nd Floor, Los Angeles, California, 90067, Attention: Peter T. Paterno, Esq., on the one hand, and James Keenan, Adam Jones and Daniel Carey (hereinafter referred to collectively as the "Partners"), c/o Myman, Abell, Fineman, Greenspan & Rowan, 11777 San Vicente Boulevard, Suite 880, Los Angeles, California 90049-5061, Attention: Eric R. Greenspan, Esq., on the other hand.

WITNESSETH

WHEREAS, the parties hereto entered into an oral partnership (the "Partnership") to engage in the business of recording phonograph records embodying the performances of D'Amour and the Partners as members of the musical and performing group p/k/a "Tool" (the "Group"), to perform at live concert appearances, and to utilize and commercially exploit the group name "Tool" (the "Group Name") in the entertainment industry;

WHEREAS, all rights in and to the Group and the Group Name are currently owned by the Partnership;

WHEREAS, D'Amour and the Partners have mutually agreed that D'Amour shall relinquish his interest in and to the Group, the Group Name and the Partnership and shall transfer to the Partners all of D'Amour's interest in and to the Group, the Group Name and the Partnership in exchange for the consideration hereinafter set forth;

WHEREAS, D'Amour and the Partners mutually desire to enter into this agreement pursuant to which D'Amour and the Partners finally settle all of their claims and disputes in respect of the Co-Publishing Agreement, the Recording Agreement, the Merchandising Agreement, the Compositions, and the Masters (as such terms are hereinafter defined) and otherwise in connection with all other activities concerning the Partnership, the Group and the Group Name;

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is hereby agreed between the parties hereto as follows:

1. (a) Effective as of August 31, 1995 (the "Termination Date"), D'Amour withdraws from and hereby acknowledges and agrees that he relinquishes his interest in the Partnership. Accordingly, conditioned upon the Partners' full and faithful performance of the provisions hereof, D'Amour hereby assigns to the Partners all of his right, title and interest in and to (i) the Group Name, including, without limitation, all logos used in connection therewith (the "Logos") and all goodwill associated therewith; (ii) any and all master recordings, in any medium, heretofore recorded embodying the performances of the Group or any member thereof (excluding master recordings embodying solely the performances of D'Amour), including, without limitation, the master recordings and videos set forth on Schedule "1" attached hereto and incorporated herein by this reference (the "Masters"); (iii) any and all musical compositions, including, without limitation, the Compositions (hereinafter defined), which were written and composed, in whole or in part, by D'Amour and/or the Partners and recorded by the Group; (iv) any and all agreements to which the Group or the Partnership is a party, including, without limitation, (A) that certain deal memo dated November 27, 1991 between Tool and Zoo Entertainment (the "Recording Agreement"), (B) that certain merchandising agreement dated as of May 18, 1992 between Tool and Giant Merchandising ("Giant") (the "Merchandising Agreement"), and (C) that certain exclusive writer and co-publishing agreement dated as of October 1, 1992 by and between EMI/Virgin Music, Inc. ("EMI") and the members of Tool, individually and d/b/a Toolshed Music (the "Co-Publishing Agreement"); and (v) any and all other rights in or assets of the Group and the Partnership not expressly set forth hereinabove.

(b) D'Amour hereby acknowledges that as between D'Amour and the Partners, the Partners shall retain one hundred percent (100%) of all rights of administration and exploitation in and to any and all of the musical compositions listed on Schedule "2" attached hereto and incorporated by reference herein (the "Compositions").

2. (a) In consideration of the rights granted by D'Amour hereunder, the Partnership will pay to D'Amour an amount equal to the following sums (which sums shall include any monies received from the liquidation of reserves held by Zoo with respect to the Masters, monies received by the Partnership with respect to the Masters and as a result of an audit (after deduction of D'Amour's pro-rata share of the costs associated with the audit) and monies received by the Partnership as a result of a lawsuit with respect to the Masters (after deduction of D'Amour's pro-rata share of the costs of the lawsuit)):

(i) (A) As used herein, the term "Recording Royalties" shall mean the aggregate royalties (less only the royalties payable to any individual producer or other third party royalty participant) credited to the Partnership's account under the Recording Agreement (the "Group Zoo Account") solely in respect of the Masters.

(B) The Partnership hereby agrees to pay to D'Amour an amount equal to [REDACTED] of the Recording Royalties credited to the Group Zoo Account in respect of any exploitation of the Masters, (including, as set forth above, royalties received in connection with the liquidation of reserves, or as a result of an audit), provided that with respect to the Masters set forth in paragraphs III and V of Schedule 1 attached hereto, D'Amour shall only be paid the above set forth percentage of Recording Royalties in connection with such Masters if his performance is embodied in such Masters as exploited.

(ii) The Partners shall cause EMI to continue to pay directly to D'Amour, D'Amour's Share (as hereinafter defined) of the Publishing Income (as hereinafter defined). As used herein, the term "D'Amour's Share" shall mean, on a Composition-by-Composition basis, the percentage set forth on the attached Schedule "2" (as applicable) with respect to each Composition; the term "Publishing Income" shall mean the so-called writer's and publisher's shares of any and all mechanical, print, synchronization and performance royalties or fees earned from the exploitation of a particular Composition. D'Amour shall also be paid his pro-rata share of any and all monies (including advances) paid pursuant to the Co-Publishing Agreement in connection with the Compositions set forth on Schedule "2".

(iii) (A) As used herein, the term "Merchandising Royalties" shall mean the aggregate royalties credited to the Partnership's account under the Merchandising Agreement (the "Group Merchandising Account") solely in respect of (1) merchandise sold on or prior to the Termination Date, and (2) merchandise sold after the Termination Date which embodies D'Amour's name and/or likeness.

(B) The Partnership hereby agrees to pay to D'Amour an amount equal to [REDACTED] of the Merchandising Royalties credited to the Group Merchandising Account.

(iv) In full and complete satisfaction of D'Amour's relinquishment of the Group Name, and as payment in addition to royalties that are owed to D'Amour under the Merchandising Agreement, D'Amour will be paid the

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amount of [REDACTED] (the "Payment"). The Payment will be paid to D'Amour as follows:

(A) [REDACTED]  
upon execution of this agreement by D'Amour. D'Amour hereby acknowledges receipt of [REDACTED]

(B) [REDACTED]  
on or before April 1, 1996.

(C) [REDACTED]  
on or before July 1, 1996.

(v) The Partnership hereby agrees to pay to D'Amour [REDACTED] of any and all monies received by the Partnership, or any Partner, or credited to the Group Zoo Account with respect to the exploitation of audio-visual recordings (including the videos set forth on Schedule "1" hereto) which embody D'Amour's performance and/or likeness.

(b) The Partners represent that as of the Termination Date, D'Amour's capital account had a balance of [REDACTED] ("Capital Account"), inclusive of draws and allocation of net income prior to August 31, 1995. The Partners acknowledge and agree that, upon execution hereof, the Partners shall pay to D'Amour the Capital Account, as adjusted in the amount of [REDACTED] for items properly charged against D'Amour's capital account after the Termination Date.

3. (a) (i) Pursuant to the letter of direction attached hereto as Exhibit "A", the Partners shall instruct Zoo to send statements as to royalties payable after the date hereof to D'Amour pursuant to subparagraph 2(a)(i), together with any accompanying royalty payments, directly to D'Amour at or about the same time as statements and royalties are sent to the Partnership under the Recording Agreement. Notwithstanding anything to the contrary contained herein, D'Amour hereby acknowledges and agrees that D'Amour shall not be entitled to any portion of any royalties paid directly by Zoo to the Partnership, the Partners or any of them for accounting periods with respect to which Zoo accounts directly to D'Amour.

(ii) Pursuant to the letter of direction attached hereto as Exhibit "B," the Partners shall instruct EMI to send statements as to royalties

payable after the date hereof to D'Amour pursuant to subparagraph 2(a)(ii), together with any accompanying royalty payments, directly to D'Amour at or about the same time as statements and royalties are sent to the Partnership under the Co-Publishing Agreement. Notwithstanding anything to the contrary contained herein, D'Amour hereby acknowledges and agrees that D'Amour shall not be entitled to any portion of any royalties paid directly by EMI to the Partnership, the Partners or any of them for accounting periods with respect to which EMI accounts directly to D'Amour.

(b) Notwithstanding the foregoing, in the event that the Partners are unable to cause Zoo or EMI to directly account and pay to D'Amour his share of Recording Royalties and Publishing Income payable to D'Amour pursuant to paragraph 2 above, such monies (including Merchandising Royalties, if any) shall be payable within fifteen (15) days after receipt by the Partners (or any of them) of such monies. All such monies shall be accompanied by copies of the applicable accounting statement with respect thereto.

(c) In the event that the Partners account directly to D'Amour or D'Amour is unable to directly examine the books and records of Zoo, EMI or Giant, D'Amour shall have the right and authority to examine the books and records of the Partnership upon reasonable notice to the Partners. The Partners agree to cooperate with D'Amour in making available said books and records, and agree to allow D'Amour full and complete access to all such books and records of the Partnership upon reasonable notice to the Partners; provided, however, D'Amour shall not examine the books and records of the Partnership more than once during each calendar year and D'Amour may only examine the books and records of the Partnership as aforesaid with respect to a particular accounting statement rendered to D'Amour hereunder, during the three (3) year period immediately following the date on which such statement is rendered.

4. (a) Without limiting the generality of any of the foregoing, from and after the Termination Date, D'Amour shall not make any claim in or use the Group Name, the Logos, or any trademark, servicemarks or other designations embodying the Group Name, the Logos or any trademark, servicemark or other designation substantially similar thereto in any medium or commercial manner whatsoever.

(b) Notwithstanding any of the foregoing, D'Amour shall have the right, to use the Group Name in connection with the advertising of his future professional activities as a musician or songwriter solely in the following form: "Formerly a member of Tool".

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5. (a) Effective as of the Termination Date, as between D'Amour and the Partners, the Partners shall assume all outstanding obligations required to be performed by D'Amour, the Group, or the Partnership pursuant to any agreement heretofore entered into by and between the Group or the Partnership and any third party, or otherwise, and the Partners hereby agree to indemnify, save and hold D'Amour harmless from any and all damages, liabilities, losses and expenses arising out of or connected with any claim, demand or action made by a third party with respect to any activity or event in connection with the Partnership or Group; provided, however, that D'Amour shall remain obligated under the terms and provisions of the Recording Agreement, the Co-Publishing Agreement, the Merchandising Agreement or any other agreement solely with respect to any leaving member provisions, re-recording restrictions or representations and warranties concerning any Compositions or Masters which, in the absence of this agreement, would have survived the termination of such agreement. The Partners further acknowledge that, as between D'Amour and the Partners, and as of the Termination Date, D'Amour has performed all of the obligations required by him to be performed under the terms of the Partnership.

(b) Following the Termination Date, D'Amour shall have no authority to bind the Partners, the Group, or the Partnership by making contracts and/or incurring obligations in the name of or on the credit of the Partners, the Partnership, or the Group, or in any other manner whatsoever and the Partners shall have no authority to bind D'Amour by making contracts and/or incurring obligations in the name of or on the credit of D'Amour or in any other manner whatsoever. Furthermore, following the Termination Date, D'Amour shall have no liability for any debts or obligations of the Partnership, the Group or the Partners regardless of when or how incurred.

6. The termination of D'Amour as a member of the Group and the Partnership pursuant to the provisions of this agreement shall not dissolve the Group or the Partnership as to the Partners, nor shall it cause any interruption in the conduct of the Partnership's business or the continued use of the Group Name with respect thereto.

7. Notwithstanding anything to the contrary contained herein, the Partners and D'Amour hereby agree that D'Amour shall be entitled to retain all instruments and items of equipment in his possession, as well as any road cases corresponding to such equipment without payment to the Partners, Partnership or the Group by D'Amour, or deduction from any monies otherwise payable to D'Amour hereunder.

8. (a) Except as expressly provided to the contrary herein, D'Amour hereby acknowledges that the Partners and the Partnership have no obligations to D'Amour and D'Amour hereby releases and forever discharges the Partners and their respective heirs, successors, representatives, assigns, agents, employees, managers, directors, officers and attorneys, and each of them, of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature, character and description, known and unknown, which D'Amour or any person claiming or purporting to claim through him now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold, by reason of any matter, cause of thing whatsoever (including, without limitation, the Partnership), occurred, done, omitted or suffered to be done prior to the date hereof.

(b) Except as expressly provided to the contrary herein, the Partners and the Partnership hereby acknowledge that D'Amour has no obligations to the Partners and the Partners hereby release and forever discharge D'Amour and D'Amour's heirs, successors, representatives, assigns, agents, employees and attorneys, and each of them, of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, of every nature, character and description, known and unknown, which the Partners or any person claiming or purporting to claim through them now owns or holds, or has at any time heretofore owned or held, or may at any time own or hold, by reason of any matter, cause of thing whatsoever (including, without limitation, the Partnership) occurred, omitted or suffered to be done prior to the date hereof.

9. It is the intention of the parties hereto that this agreement shall be effective as a full and final accord and satisfaction and release of each and every matter hereinabove referred to. The parties hereto are familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor".

Each party to this agreement waives and relinquishes any right and benefit which he has or may have under Section 1542 to the full extent that each party hereto may lawfully waive all such rights and benefits pertaining to the subject matter hereof.



15. If any covenant, condition, term or other provision in this agreement is held to be invalid, void or unenforceable, the balance of the covenants, conditions, terms or other provisions of this agreement shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated. If such condition, covenant, term or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, term or other provision shall be deemed valid to the extent that the scope or the breadth is permitted by law.

16. The parties hereto shall execute any further documents reasonably necessary to effectuate the terms of this agreement. This agreement shall be governed by and construed under the laws of the State of California. In the event of any action, suit, or proceeding arising from or based upon this contract brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding. Each of the parties to this agreement has read and understands this agreement. Each party to this agreement mutually warrants and represents that each party hereto has been given the opportunity to be represented by counsel of his own choice in the negotiation and preparation of this agreement, that each party hereto is fully informed as to each and every matter contained herein and that this agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any party hereto.

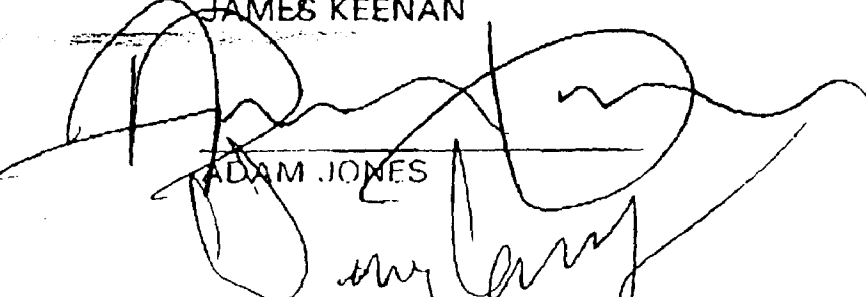
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

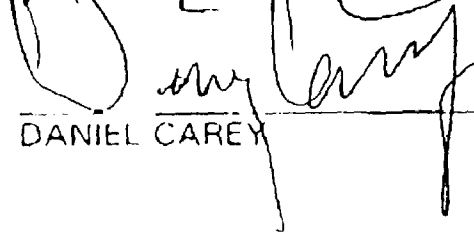
"D'Amour"

"Partners"

  
PAUL D'AMOUR

  
JAMES KEENAN

  
ADAM JONES

  
DANIEL CAREY

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