

ASSIGNMENT AGREEMENT (LRH/RTC)
(Marks)

THIS ASSIGNMENT AGREEMENT is made this 16th day of May, 1982, by and between:

LAFAYETTE RONALD HUBBARD, also known as L. RON HUBBARD, whose address is c/o The Explorers Club, 46 East 70th Street, New York, New York 10021, and whose former addresses include Saint Hill Manor, East Grinstead, Sussex, England; 1827 19th St., N.W., Washington, D.C.; 37 Fitzroy St., London, W.1, England; 2005 West 9th Street, Los Angeles, California; and Fort Harrison Avenue No. 210, Clearwater, Florida, (hereinafter referred to as "LRH"); and

RELIGIOUS TECHNOLOGY CENTER, a California non-profit religious corporation having a place of business at 6517 Sunset Boulevard, Los Angeles, California 90028 (hereinafter referred to as "RTC").

RECITALS

A. LRH is the founder of the religion of Scientology and has discovered, described and developed the religious doctrines, beliefs, tenets, and practices upon which the religion of Scientology is based, as contained in the writings and recorded spoken words of LRH with respect to Scientology and the organization formed for the purposes thereof (hereinafter referred to as "the Scientology Scriptures").

B. LRH originated, adopted and used, both personally and through licensees, and, prior to this agreement, has been the sole owner of, the terms SCIENTOLOGY and DIANETICS as service marks for identifying services relating to applied religious philosophy and spiritual healing technology, respectively, and other service marks and trademarks relating to SCIENTOLOGY applied religious philosophy, DIANETICS spiritual healing technology, and the organizations relating thereto, including the marks identified in the list attached as Exhibit A (hereinafter "the Marks"). LRH has caused the Marks to be registered in many countries on this planet, and has caused applications for other registrations to be filed, as indicated in the lists attached as Exhibits B through T.

C. LRH has used and owned, and permitted others to use, his name, initials and parts of his name in various ways in connection with the services and organizations of the religion of Scientology, as names, service marks and trademarks, including use in titles of organizations, posts and courses, and on certificates, and these uses are included within the term "the Marks" as used in this Agreement, subject to the reservation by LRH of all rights of an individual regarding use of his name, initials and parts thereof.

D. The hierarchy of the religion of Scientology has been organized with the Church of Scientology International, a California corporation (hereinafter "CSI"), as the Mother Church and the highest ecclesiastical authority of the religion of Scientology, committed and dedicated to the advancement and dissemination of the religion of Scientology in accordance with the Scientology Scriptures, and with other organizations of the religion of Scientology under the ecclesiastical control and supervision of CSI.

E. RTC was formed with the approval of LRH to be the protector of the religion of Scientology and to maintain the purity and ethical use of the philosophy and technology of the religion, including services rendered under the Marks and products associated with the Marks, and to own the Marks, with all of the rights and responsibilities that are incident to and required by ownership of the Marks in order to maintain their validity, to protect the exclusivity of their use by faithful organizations of the religion of Scientology, and to insure that the nature and quality of all services and products that are associated with the Marks are in accordance with the Scientology Scriptures.

F. LRH wishes to transfer ownership, supervision and control of the Marks and the goodwill associated with the Marks to RTC, along with the authority and responsibility for supervising the use of the Marks by CSI, and through CSI by all of the organizations of the religion of Scientology that are within the hierarchy governed by CSI, all in accordance with the Scientology Scriptures, subject to the following terms, conditions and reservations.

AGREEMENT

1. Recitals. The recitals are hereby made part of this Agreement and are acknowledged to be true.

2. Assignment. Subject to the reservation of rights in Paragraph 3 hereof, and the Right of Reversion and the Option in Paragraphs 4 and 5, LRH hereby assigns to RTC his entire right, title and interest in and to the Marks, and all registrations and applications for registrations of the Marks that are owned by LRH, including those identified in Exhibits B through T, all goodwill of LRH associated with and relating to the Marks, registrations and applications, and all rights LRH may have to apply for and receive registrations of the Marks that have not been registered or applied for.

3. Reservation of Rights.

a. LRH hereby reserves and retains, for himself and his heirs, successors and assigns, the nonexclusive right to sell products and to license and contract with others to sell products,

relating to the religion and organizations of Scientology and bearing or embodying any or all of the Marks assigned by this Agreement, and to make appropriate use of, and to license and contract with others to make appropriate use of, the Marks in connection with administrative technology services based upon the secular applications of the technology of LRH in non-religious fields all free of any payment of compensation to RTC.

b. Without limiting the generality of the Reservation of Rights in subparagraph 3(a), categories of products that are expressly included within this reserved right include books and other publications, recordings including films, tapes and phonograph records, electrometers, emblems and insignia, and jewelry.

c. All embodiments of the Marks, including use as emblems, insignia and jewelry, shall be accurate reproductions of the Marks as used by RTC and those who are authorized by RTC to do so.

d. The subject matter of all products, as defined above, with which any of the Marks are used pursuant to this reservation of rights shall be subject to the supervision and approval of RTC. Approval is hereby confirmed and granted by RTC for all products that previously have been sold by LRH or licensees of LRH bearing or embodying the Marks, including the books, writings and lectures of LRH prior to this Agreement, and the approval of RTC shall be deemed to have been granted for all products that are sold by LRH or licensees of LRH if RTC does not express its disapproval, in writing, within ten (10) days after it receives notice from LRH or his representatives of the intention to sell any such product.

e. This reservation of rights shall not include the right to use the Marks in connection with religious services.

4. Option. This assignment is subject to an option granted by LRH to Church of Spiritual Technology, a California corporation (hereinafter "CST"), to purchase all of the rights assigned to RTC under and pursuant to this Agreement for the sum of One Hundred Dollars (\$100.00). This option shall be exercisable by CST at any time if CST decides, in its sole discretion and judgment, that RTC has failed to preserve and maintain the ethical use of the Marks in accordance with the Scientology Scriptures, or that RTC's ownership of the Marks in any way places the Marks in danger of appropriation by any entity that is outside or hostile to the religion of Scientology, or that RTC has permitted and is permitting use of the Marks in any way that is contrary to the Scientology Scriptures and seriously damages the religion of Scientology or the image or repute of LRH.

[Editor's note: CSI has the responsibility of KSW, getting the correct technology applied, per its bylaws (see Revised Bylaws, Article III (Purposes), Sec 2). RTC, despite its "revised" bylaws – an obvious cut and paste of these, is responsible for the trademarks & Advanced Materials, made crystal clear by the above language, i.e. : CST can purchase the marks & Advanced Materials, leaving RTC with no authority. Thus, the above language is the best statement of RTC's role in the governing structure of Scientology.]

That is, to be clear: "to preserve and maintain the ethical use of the Marks (& Advanced Materials, see related Assignment) in accordance with the Scientology Scriptures, or that RTC's ownership in any way places the Marks in danger of appropriation by any entity that is outside or hostile to the religion of Scientology, or that RTC has permitted and is permitting use of the Marks in any way that is contrary to the Scientology Scriptures and seriously damages the religion of Scientology or repute of LRH."]

5. Transfer If Tax-Exempt Status is Not Obtained. If at any time after one year from the date of execution of this Agreement, RTC has not obtained tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and does not have a pending application for such status or an appeal from a denial of such status in which all administrative and judicial remedies have not been exhausted, RTC shall transfer all of the rights assigned to RTC under and pursuant to this Agreement to another Scientology entity having such tax-exempt status, as designated by LRH, his heirs, successors or assigns, subject to the Option in Paragraph 4.

6. Enforcement. LRH expressly grants to RTC all rights he may have to recover for past infringement of any of the Marks, and all rights to enjoin future infringement and misuse of the Marks and to recover damages for such future infringement and misuse. LRH retains no rights and no responsibility whatsoever with respect to enforcement of rights in the Marks, except as to any of the Marks which are his name or initials. As to these, LRH retains all rights of an individual with respect to the personal use of his own name and initials, and in particular the right to use his name in all ways in connection with his works and writings.

7. Recordings and Further Documents.

a. LRH shall cooperate with RTC in perfecting and recording the title of RTC in all of the Marks, registrations, and applications for registrations that are assigned by this agreement, and shall execute all "Short Form" assignments for recording, and all further documents that may be deemed necessary or desirable by RTC for this purpose, at no expense to LRH. RTC shall be responsible for all recordings and further proceedings, at its own expense. If the reservation of rights provided in Paragraph 3 should ever place any of the Marks in danger of falling into the public domain because of loss of distinctiveness as an indication of origin, LRH shall cooperate with RTC in preventing the Marks from falling into the public domain, including modification of the reservation of rights, if necessary.

8. Assignment of Licenses. Subject to the reservation of rights in Paragraph 3, the option in Paragraph 4, and the transfer if tax exempt status obtained in Paragraph 5, LRH hereby assigns to RTC all of his rights title and interest in and to all oral and written licenses which LRH has granted to others to use any of the marks in any country on this planet, including the right to

DAVID MISCAVIGE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 11, 1985}

RELIGIOUS TECHNOLOGY CENTER

By {SIGNATURE}
Its President

By {SIGNATURE}
Its Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On this 16th day of May, 1982, before me, a Notary Public in and for said County and State, personally appeared Laura Marlow and Stephen Glen Marlowe, who, being duly sworn, acknowledged themselves to be the President and Secretary, respectively of RELIGIOUS TECHNOLOGY CENTER, and that they, as such officers of such corporation, being authorized so to do, duly executed the foregoing Agreement as an act and deed of said corporation and for the purposes therein contained.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

{SIGNATURE}
Notary Public in and for Said County and State

{OFFICIAL SEAL
BEV MUSTARD
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JAN 27, 1984}