ORIGINAL DRAFT

## **INTERIM AGREEMENT**

This INTERIM AGREEMENT is entered into as of this 7th day of October, 1990, at Van Nuys, CA by and between WORLD SERVICE OFFICE, INC., a California non profit corporation, with its principal place of business located at 16155 Wyandotte Street, Van Nuys CA 91406 (hereinafter "WSO") and DAVID MOOREHEAD, an individual, with his principal place of residence located at (hereinafter "MOOREHEAD")

WHEREAS, WSO claims legal ownership of the rights to the marks and copyrights set forth in Paragraph 1 hereof;

WHEREAS, MOOREHEAD acknowledges, without prejudice to all legal defenses, that he was a source of certain light blue copies of a revised Narcotics Anonymous Basic Text;

WHEREAS MOOREHEAD asserts that he believed and believes in good faith that he was entitled to reproduce the revised Narcotics Anonymous Basic Text and distribute same;

WHEREAS, WSO has demanded that MOOREHEAD immediately cease and desist in all reproduction and distribution of unauthorized copies the revised Narcotics Anonymous Basic Text;

WHEREAS, the parties believe that this dispute has been and is continuing to erode the unity of the fellowship of Narcotics Anonymous and unnecessary diverting the energies of the fellowship from fulfilling its primary purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. INTERIM AGREEMENT TO CEASE TRADEMARK INFRINGEMENTS. MOOREHEAD agrees that he will not hereafter for a period of thirty (30) days from this date directly or indirectly infringe WSO's trademarks, service marks or logos by the manufacture, sale, or distribution in any manner of any Items bearing any of the following marks (that are not authorized by the WSO) including but not limited to the following:

United States Service Mark and Trademark Registration No. 1,450,681, issued August 4, 1987:

United States Trademark and Service Mark Registration No. 1,467,774, issued February 16, 1988:

## NARCOTICS ANONYMOUS

2. AGREEMENT TO CEASE COPYRIGHT INFRINGEMENTS. MOOREHEAD agrees that he will not hereafter for a period of thirty (30) days from this date directly or indirectly infringe WSO's copyrights by the manufacture,

sale or distribution in any manner of any item including any portion of the properties protected by the following copyright registration:

United States Copyright Registration No. TX 2 112 598, issued June 15, 1987;

United States Copyright Registration No. TX 2 250 589, issued January 26, 1988:

United States Copyright Registration No. TX 2 334 402, issued January 26, 1988;

United States Copyright Registration No. TX 2 250 588 issued January 26, 1988:

United States Copyright Registration No. TX 2 254 607, issued February 17, 1988;

United States Copyright Registration No. TX 2 837 638, issued May 30, 1990.

MOOREHEAD further covenant and promises that he will not hereafter for a period of thirty (30) days from this date or in any manner directly or indirectly infringe any additional or future intellectual properties of WSO, nor will he directly or indirectly assist or otherwise encourage others to engage in infringement.

- 3. It is understood and agreed that this document is an Interim Agreement and allows Morehead a period of thirty (30) days to reject the obligation, duties and responsibilities herein set forth and the entry of a certain Stipulation for Judgment entered into by him this same date, by sending written disapproval to the WSO. During the thirty (30) day period, neither party shall publish any account of this Agreement or negotiations other then the statement that there is a resolution pending.
- 4. In the event of no written rejection of the Interim Agreement by Morehead within said time, then the WSO shall be free to file the Complaint and Stipulation of Final Judgment attached hereto which shall be legally binding upon him.
- 5. In the event of written rejection by Morehead of this Interim Agreement within said time period, or breach of this Interim Agreement also within said time period, the WSO shall be free to utilize all legal procedures and processes as it may elect, with neither party prejudiced hereby, however, with the provisions of Paragraph No. 7 herein surviving rejection of this Agreement.
- 6. This Interim Agreement shall be enforceable against Morehead during said thirty (30) day period by the WSO by any and appropriate legal means elected by the WSO.
- 7. It is agreed that all statements, documents, recordings, transcripts and information made, given, received or in any other manner transmitted by Morehead to WSO or any other person affiliated directly or indirectly thereto in attempts to negotiate and enter into this Interim Agreement as well as any final resolution as may be entered hereafter shall not be used by the WSO or any other person affiliated directly or indirectly thereto against him as evidenced in any manner

whatsoever, nor shall such be considered as admissions, implications or acknowledgements by him of any wrongful act.

8. It is finally agreed, but not as a condition hereto, that during the thirty (30) day period that the WSO and Morehead may further discussions about certain concerns and grievances that he feels are important to be considered by the WSO and the entire Fellowship which may upon further agreement between them result in the publication and distribution by the WSO of a list of those concerns and grievances.

We have read, understand and agree to the terms of this Interim Agreement with the intent to be legally bound hereby.

David Moorehead

WORLD SERVICE OFFICE, INC.

Stu Tooredman, Acting Executive Director

Approved in form and content:

BOARD OF DIRECTORS OF
WORLD SERVICE OFFICE, INC.

Stu Tooredman, Chairperson

WORLD SERVICE BOARD OF TRUSTEES

Jack Bernstein, Chairperson

WORLD SERVICE CONFERENCE

Edward Duquette, Chairperson