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Filing date: **10/04/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91200614
Party	Plaintiff Thomas J. Long
Correspondence Address	GARY E LAMBERT LAMBERT & ASSOCIATES 92 STATE STREET, SUITE 200 BOSTON, MA 02109 UNITED STATES shortell@lambertpatentlaw.com
Submission	Answer to Counterclaim
Filer's Name	Gary E. Lambert
Filer's e-mail	shortell@lambertpatentlaw.com
Signature	/Gary E.Lambert/
Date	10/04/2011
Attachments	Second Answer and Counterclaim.pdf (5 pages)(1043656 bytes) LongGroup30pgs.pdf (30 pages)(9071615 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

WAVEMARKET, INC. Petitioner/Applicant, v. THOMAS J.LONG, Registrant/Opposer.	Opposition No. 91200614 Serial No. 85148889 Mark: LOCATION LABS

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

REGISTRANT/OPPOSER'S ANSWER TO APPLICANT'S COUNTERCLAIM

In response to the Applicant's answer to the notice of opposition and counterclaim, Thomas J. Long ("Registrant") hereby responds to counterclaims made by WaveMarket, Inc. ("Petitioner") as follows:

FIRST COUNTERCLAIM

1. Registrant denies the allegations in Paragraph 1 of the Counterclaims and attaches an advertisement, Exhibit A, for LOCATIONLAB in the March 2010 publication of American Executive, a national magazine, to demonstrate the mark in use during the last three years in connection with the goods and services listed in the LOCATIONLAB registration, Exhibit B.

2. Registrant denies the allegations in Paragraph 2 of the Counterclaims.

SECOND COUNTERCLAIM

3. Registrant realleges paragraphs 1 through 2 as paragraph 3 of this answer to Applicant's second counterclaim.

4. Registrant denies the allegations in Paragraph 4 of the Counterclaims and attaches a signed and executed referral agreement and authorization form, Exhibit C, for the services offered by the Registrant under the LOCATIONLAB name. Exhibit B. Further, the Registrant provides his website, www.longgrouponline.com, where the LOCATIONLAB trademark is displayed and prospective consumers can contact the Registrant to purchase the services offered by the Registrant. Exhibit D.

5. Registrant denies the initial allegation in Paragraph 5 of the Counterclaims that the Registrant's mark should be restricted and attaches further evidence that the LOCATIONLAB mark has been in use with all of the goods and service listed in the LOCATIONLAB registration. Exhibit E. Registrant does admit that the Petitioner's applied for mark, LOCATION LABS, would cause confusion with Registrant's LOCATIONLAB mark, thus the Petitioner's mark should not be allowed for registration.

THIRD COUNTERCLAIM

6. Registrant realleges paragraphs 1 through 5 as paragraph 6 of this answer to Applicant's third counterclaim.

7. Registrant denies the allegations in Paragraph 7 of the Counterclaims and attaches an August 2008 proposal by the Registrant for the services offered by LOCATIONLAB. Exhibit F. Included in Exhibit F is an acceptance and authorization of the Registrant's proposal for the Registrant to proceed with its LOCATIONLAB site analysis services. This 2008 proposal and

authorization for LOCATIONLAB predate the Registrant's registration for LOCATIONLAB and clearly demonstrate a bona fide intent to use the LOCATIONLAB mark at the time of registration.

8. Registrant denies the allegations in Paragraph 8 of the Counterclaims.

FOURTH COUNTERCLAIM

9. Registrant realleges paragraphs 1 through 8 as paragraph 9 of this answer to Applicant's fourth counterclaim

10. Registrant denies the allegations in Paragraph 10 of the Counterclaims and cites Exhibit F as evidence of the LOCATIONLAB mark in use with the applied for goods and services at the time of filing the statement of use for the mark.

11. Registrant denies the allegations in Paragraph 11 of the Counterclaims.

AFFIRMATIVE DEFENSES

In further answer to Petitioner's counterclaims, Registrant asserts that:

FIRST AFFIRMATIVE DEFENSE

Petitioner's counterclaims fail to state a claim upon which relief may be granted, and in particular, fails to state legally sufficient grounds for sustaining cancellation.

SECOND AFFIRMATIVE DEFENSE

Petitioner's counterclaims are barred in whole or in part by the doctrine of equitable estoppels, laches, waiver, and abandonment.

THIRD AFFIRMATIVE DEFENSE

Petitioner's counterclaims are barred by fraud, mistake and/or the doctrine of unclean hands.

WHEREFORE, having fully answered, Registrant prays for judgment against Petitioner, dismissing the counterclaims with prejudice, and awarding Registrant such other and further relief as the Board deems just and equitable.

Respectfully submitted,
THOMAS LONG
By its Attorneys,
Lambert & Associates

Brendan M. Shortell, Esq.
(BBO # 675851)
Gary E. Lambert, Esq.
(BBO # 548303)
LAMBERT & ASSOCIATES
92 State Street, Suite 200
Boston, MA 02109
Tel. No.: (617) 720-0091
Fax. No.: (617) 720-6307

Dated: October 4, 2011

CERTIFICATE OF ELECTRONIC FILING

I HEREBY CERTIFY that the attached ANSWER TO THE COUNTER CLAIMS was filed electronically with the Trademark Trial and Appeal Board on October 4, 2011.

Brendan M. Shortell

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Answer to the Counterclaims was sent via first class United States Mail, postage prepaid, on October 4, 2011 in an envelope addressed to the Applicant's counsel of record at the following address:

Alan Korn
Law Offices of Alan Korn
1840 Woolsey Street
Berkeley, CA 94703-2453

Brendan M. Shortell

EXHIBIT A

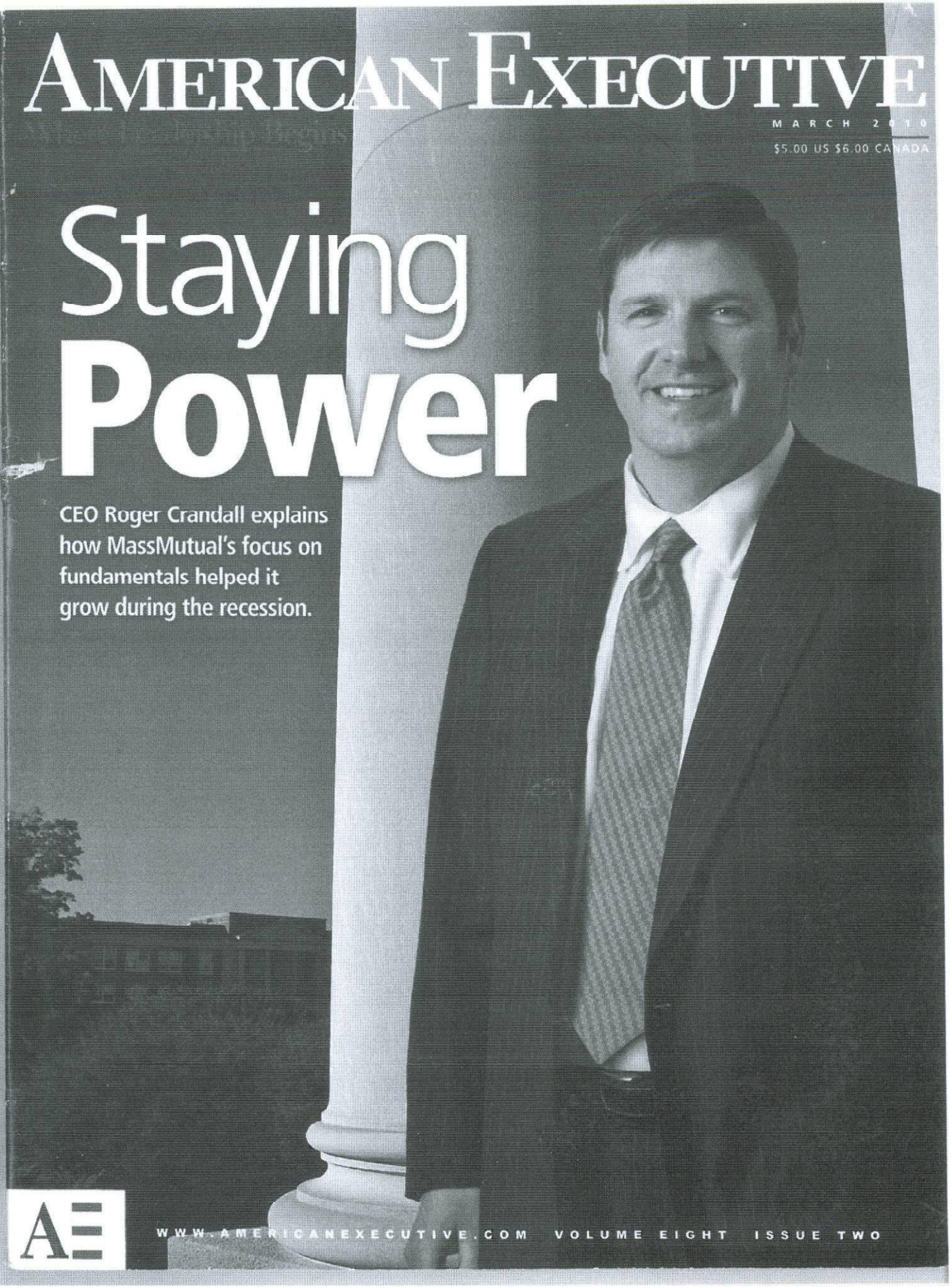
AMERICAN EXECUTIVE

MARCH 2010

$5.00 US $6.00 CANADA

Staying Power

CEO Roger Crandall explains how MassMutual's focus on fundamentals helped it grow during the recession.



WWW.AMERICANEXECUTIVE.COM VOLUME EIGHT ISSUE TWO

THE LONG GROUP

The franchise value to every organization is its client base. The Long Group's trademarked approaches to building market-share and earnings maximize revenue and create operating leverage. The Long Group positions organizations for success with innovative and customized market research and data mining solutions. The Long Group is proud of its relationship with Delta Dental.

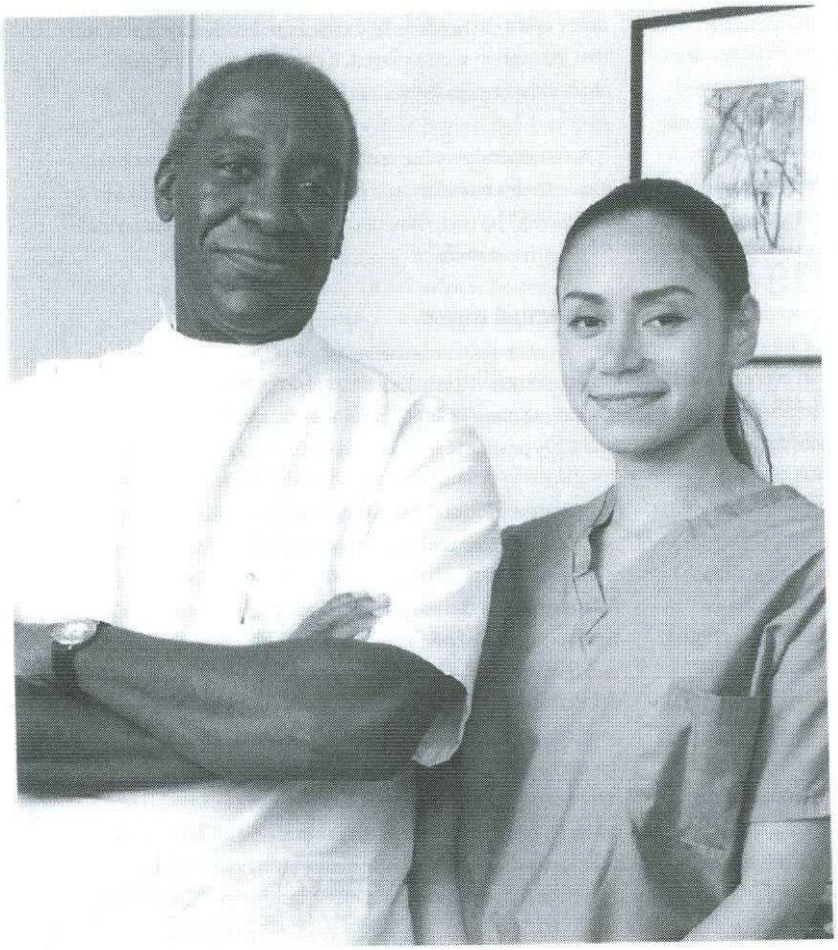
members who looked at the emerging individual market, for example. They spearheaded that analysis, and then brought the results back to us so we could look at whether or not it was smart to roll it out on a national level."

This localized approach is one of the reasons Delta Dental has been able to maintain such a high level of success, and it's also why the organization has remained an innovative force in the oral care industry.

Moving forward, the company remains 100% dedicated to its founding mission of improving the accessibility of proper dental care. Surprisingly, few things have changed in the industry during the last four decades, and as Yomtoob explained, this is mostly due to the fact that it was ahead of the curve, so to speak.

"When I started in the workforce years ago, dental plans included preventive coverage, but medical didn't, and it took a long time for medical providers to wake up to the value of preventative care," he said. "It's something we've always done, and I'm glad to see that, today, more people are finally pushing for preventative coverage in the healthcare arena."

—*Ashley McGown*



Build market share and earnings

StrategyLab™
Positions your brand for enduring success

MarketLab®
Evaluates the total demand for your product or service

ProfitLab™
Defines product profitability to prioritize business interests

CustomerLab®
Delineates product opportunity and identifies target segment focus

StaffingLab™
Assesses productivity by analyzing capacity and utilization patterns

BranchLab®
Utilizes purchase demand and expected penetration to calculate financial impact

LocationLab®
Defines means of market entry

THE LONG GROUP

Call to learn more about innovative and customized solutions to leverage your opportunities

603-424-5664
www.longgrouponline.com

EXHIBIT B

United States of America

United States Patent and Trademark Office

LocationLab

Reg. No. 3,716,436
Registered Nov. 24, 2009

THOMAS J. LONG (UNITED STATES INDIVIDUAL)
4 PRESERVE DRIVE
NASHUA, NH 03064

Int. Cl.: 35

SERVICE MARK
PRINCIPAL REGISTER

FOR: CONSULTING SERVICES, NAMELY, EXPERT ANALYSIS AND MANAGEMENT CONSULTING IN ECONOMICS IN THE NATURE OF PROVIDING STATISTICAL ANALYSIS AND REPORTING FOR COMMERCIAL BUSINESS PURPOSES OF MARKETING INFORMATION AND DATA, NAMELY, HOUSEHOLD AND BUSINESS POPULATIONS WITHIN A MARKET, MODELING PURCHASE DEMAND FOR PRODUCTS/SERVICES, ANALYZING COMMUTING CORRIDORS, DRAWING PATTERNS AND TRIP GENERATION APPEAL, EXAMINING EXISTING COMPETITION, UNCOVERING UNDERSERVED MARKETS, RANKING, SCORING AND PRIORITIZING THE RELATIVE QUALITY OF A VARIETY OF DIFFERENT MARKETS, DEFINING EXPANSION PLANS, IDENTIFYING MEANS OF ENTRY INTO THE MARKET BY ANALYZING COMMUTING CORRIDORS, DRAW PATTERNS AND TRIP GENERATION APPEAL, EXAMINING EXISTING COMPETITION, SCORING THE CONVENIENCE STANDARDS PRESENTLY ESTABLISHED BY THE EXISTING COMPETITIVE SET, IDENTIFYING ALTERNATIVE SITE LOCATIONS FOR BUSINESSES, RANKING, SCORING AND PRIORITIZING AVAILABLE LOCATIONS TO IDENTIFY COMPETITIVE ADVANTAGE AND ISOLATING THOSE WITH PARITY OR SUPERIORITY BASED UPON OBJECTIVE CRITERIA, LINKING THE DEMOGRAPHICS OF THE DEFINED MARKET TO DETERMINE THE MARKET'S PURCHASE DEMAND FOR PRODUCTS/SERVICES, ESTABLISHING LIKELY USAGE TO DEFINE EXPECTED PENETRATION, VALUING THE POTENTIAL BY UNCOVERING THE REVENUE ASSOCIATED WITH THE LOCATION, DEVELOPING PRO FORMA STAFFING AND EXPENSE PROJECTIONS PERSONALIZED TO THE LOCATION, IDENTIFYING THE OPERATING CONFIGURATION REQUIREMENTS NECESSARY TO MEET MARKET AND SERVICE USAGE NEEDS, CALCULATING THE ANNUAL FINANCIAL IMPACT IN THE NATURE OF PROFIT AND LOSS SURVEYS AND ANALYSIS OF THE NEW LOCATION AND PRODUCING A CUMULATIVE COST RECOVERY SCHEDULE OVER THE FIRST FIVE YEARS OF OPERATION AND CALCULATING PROFIT PER SQUARE FOOT, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-1-2008; IN COMMERCE 9-1-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-538,368, FILED 8-4-2008.

KAREN BRACEY, EXAMINING ATTORNEY

David J. Kappos

Director of the United States Patent and Trademark Office

EXHIBIT C

THE LONG GROUP

Authorization

This authorizes The Long Group to proceed with the CustomerLab® Customer and Branch Profile and LocationLab® Analysis as described in the April 25, 2011 proposal.

R.K. Bennett, Pres

Rickard K. Bennett
President & Chief Executive Officer
Marlborough Savings Bank

4/25/11

Date

2 Medallion Center • 22 Greeley Street • Merrimack • New Hampshire • 03054
(603) 424-5664 • Fax (603) 424-4153 • e-mail: tomlong@longgrouponline.com

MASTER REFERRAL AGREEMENT

This Agreement (the "Master Referral Agreement") is made and entered into on **May 6, 2011** by and between **The Long Group**, with its principal office at 22 Greeley Street, 2 Medallion Center, Merrimack, NH. 03054 , and Connecticut On-Line Computer Center, Inc (DBA COCC) with its principal office at 135 Darling Drive, Avon, CT 06001 (hereinafter" Referral Agent").

The Long Group and Referral Agent agree that the purpose of this Agreement is to present compatible products or services to COCC prospects and clients who have a need or requirement for a solution offered by The Long Group for a Referral fee, the following Agreement is set Fourth;.

1. DEFINITIONS

   1.1. **"Clients" and "Prospects"** shall mean any entity that purchases services, data or licenses from The Long Group.

   1.2. **"Compensation"** shall mean that amount that The Long Group will compensate Referral Agent for actual sales of products and fees as defined in Exhibit A.

   1.3. **"Referral Agent"** shall mean an appointment by The Long Group to Referral Agent for product(s) and services as referenced in Exhibit A resulting in Referrals.

   1.4. **"Referral"** shall mean any submission by Referral Agent.

2. **APPOINTMENT** The Long Group appoints COCC as a "Referring Agent" in accordance with this Agreement in return for payment as described in section 6.

3. **RELATIONSHIP OF PARTIES.** The Nature of Relationship. Neither Referral Agent, nor The Long Group shall have the authority to bind the other by contract or otherwise or to make representations as to the policies or procedures of the other except as specifically authorized by this agreement. Referral Agent and The Long Group acknowledge and agree that their relationship arising from this Agreement does not constituted or create a general agency, employee relationship or franchise between them and that The Long Group is an independent company with respect to the services provided by it under this Agreement. The Long Group assumes full responsibility for their service offerings.

4. **MARKETING**

   4.1. Referring Agent may market the products or services to Clients or Prospects.

   4.2. Referring Agent may use its best commercially reasonable efforts to market the products or services of The Long Group to Clients or Prospects.

   4.3. Both Parties agree it may be a reference account for the other and/or participate in exhibitions, seminars, and conferences.

   4.4. Both Parties agree that either may use the others name in advertising and/or marketing material it produces with the other parties' with prior approval.

   4.5. The Long Group agrees that it shall, when appropriate, inform a prospective customer about Referring Agent, this relationship and Referring Agent's activities.

   4.6. The Long Group agrees that it shall make available to Referral Agent any Marketing Materials, in electronic format. Referral Agent is granted a world-wide, revocable, non exclusive, non transferable, non-sub licensable right for the product or service to use for the purpose of Demonstrations.

MASTER REFERRAL AGREEMENT

5. **REFERRAL DEFINITIONS**

5.1. **Sale.** Each Referral submitted to The Long Group by Referral Agent that result in a sale, shall be pursuant to the terms and conditions of this Agreement for any product or service as defined in Exhibit A.

5.2. **Client/Prospect List.** N/A

5.3. **Client/Prospect Lead's.** Referral Agent shall provide The Long Group with Lead's. Referral Agent shall receive compensation as defined in Exhibit A upon completion of a Sale

5.4. **Non Solicitation.** N/A.

6. **REFERRAL PROCESSING**

6.1. **Sales Responsibility.** The Long Group will perform all sales, implementation, and support activities for all Referral Agent Leads and Referral Agent's roles is limited to ensuring prospects and COCC Client's are qualified financial institutions. Qualified means a US financial institution.

6.2. **Exclusions.** The Long Group must provide evidence of an active sales project within 10 days of new lead referral notice, if The Long Group is already engaged with a sale opportunity to that organization. The Long Group having an active sales project may disqualify a Referral, at The Long Group' discretion from Referral Agent from qualifying for a compensation fee.

6.3. **Referral Submission.** For each qualified referral, Referral Agent will make an effort to provide The Long Group with the contact person's name, title, organization's name, full mailing address, phone, fax and Email address (if available) and name of product or services as referenced in Exhibit A. Referral submissions by Referral Agent who purchase the service and become an end user within 365 days of the submission are a Qualified Lead and subject to compensation.

6.4. **Acknowledgement.** The Long Group will, upon receipt of a referral or inquiry from a Client, send a receipt acknowledgement within five (10) business days to Referral Agent contact as defined in Exhibit A, unless the Referral was submitted via e-Mail, it shall be deemed as received. Additionally upon the sale of the product or services referenced in Exhibit A, The Long Group will send a notification within five (10) business days containing the institution name, contact person, product(s), amount, term, compensation amount and the effective date of the sale.

6.5. **Reporting.** The Long Group shall provide a report on a Monthly basis to Referral Agent of all Referrals and the status thereof (i.e. Pipeline Report).

6.6. **Compensation.** The Long Group shall pay to Referral Agent the 10% percent as indicated in Exhibit A for all completed sales as submitted by Referral Agent, within thirty (30) days of the effective date of the sale. Compensation will be in the form of a Check payable to Referral Agent as defined in Exhibit A.

7. **SALES TRAINING** The Long Group may provide upon request one day of sales training to Referral Agent at either's facility or via the web at no charge. As appropriate, The Long Group will provide web-based demonstrations to qualified prospects or clients as part of marketing efforts and on behalf of referrals or COCC Client List of Referral Agent.

MASTER REFERRAL AGREEMENT

8. **Confidentiality.** Confidentiality and Non-Disclosure – The parties hereto acknowledge that in the general course of doing business under this Agreement, each party may disclose information that is deemed confidential and is not subject to disclosure to hired parties. The term information is used to define any non-public personal information as defined in the various regulations promulgated pursuant to the Gramm-Leach-Bliley Act of 1999 ("GLB Regulations") and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information ("Security Standards"), adopted by the federal regulators of depository institutions. Each party agrees that, in addition to, and without limiting the generality of, any other confidentiality provisions contained in this Agreement, it shall keep all such nonpublic personal information confidential and shall maintain and use such information in accordance with all applicable laws, rules, and regulations, including but not limited to the applicable GLB Regulations. Without limiting the generality of the foregoing, each party agrees and acknowledges that they are familiar with, and shall fully comply with, the nonpublic personal information reuse and redisclosure limitations contained in the applicable GLB Regulations as the relate to the services provided under this Agreement.

   The Long Group agrees to fully disclose to COCC any breaches of security that result in the unauthorized access of information that may materially affect COCC or its customers. Notification may only be withheld as directed by law enforcement.

   8.1. **Use of Confidential Information** Confidential Information disclosed by a Party to the other Party in connection with the Service provided under this Agreement will be used by the receiving Party only for its own internal purposes related to use or operation, as the case may be, of the Service. Confidential Information of Client shall include without limitation Non-Public Personal Information as delineated in the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. §6801 et seq. and regulations promulgated there under) and all data processed or stored regarding End Users.

   8.2. **Disclosure of Confidential Information** Confidential Information disclosed under this Agreement by one Party to the other must be protected by the recipient from further disclosure, publication, or dissemination to the same degree and using the same care and discretion as the recipient Party applies to protect its own confidential or proprietary information from undesired disclosure, publication, or dissemination, but not less than commercially reasonable care and discretion. Except as set forth in this Agreement, neither Party will disclose the other's Confidential Information to any Third Party, without prior written consent from the other Party. If Confidential Information is required by law, regulation, or court order to be disclosed, the recipient Party must first notify the disclosing Party and permit the disclosing Party to seek an appropriate protective order.

   8.3. **Disclosure to Employees and or The Long Groups** Confidential Information disclosed under this Agreement may be disclosed to a receiving Party's employees (including contract employees) or The Long Groups who participate in the Service if (a) the employees and The Long Groups have been made aware of their responsibilities under this Agreement and (b) the Long Groups (including contract employees) have signed a statement agreeing to be bound by the confidentiality terms of this Agreement or are generally bound by confidentiality obligations that are no less restrictive than the obligations set forth in this Agreement.

   8.4. **Misuse of Confidential Information** Either Party's failure to fulfill the obligations and conditions with respect to any use, disclosure, publication, release, or dissemination to any third person of the other Party's Confidential Information, or breach of any restrictions or obligations of any licenses granted by the other Party with respect to such Confidential Information, is a material breach of this Agreement. In addition to any other remedies it may have, the aggrieved Party may demand the immediate return of all copies of Confidential Information provided to the other Party. Disclosure of Confidential Information in violation of this Agreement will likely result in irreparable harm, and therefore each Party may seek injunctive relief in case of an unauthorized disclosure of Confidential Information.

9. **NON SOLICITATION.** Both Parties covenants and agrees that during the term of this Agreement, either Party will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of either party any employee or independent contractor employed by either party during the term of this Agreement and shall survive upon Termination of this Agreement for a period of twelve (12) Months.

MASTER REFERRAL AGREEMENT

10. **GOVERNING LAW.** This Agreement shall be interpreted and construed under the laws of the State of Connecticut without regard to any conflict of law principles. Any claims or legal actions by one party against the other arising under this Agreement shall be commenced in the state or federal courts located in the State of Connecticut and both parties hereby submit to the jurisdiction and venue of any such court. If legal action is brought to enforce this Agreement or any rights arising under this Agreement, the prevailing Party in such litigation will be entitled to recover from the other Party all the costs, attorneys' fees and other expenses incurred by such prevailing Party in the litigation.

11. **TERM.** This Agreement shall become effective as of the effective date and become valid for Thirty six (36) Months, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Ninety (90) days prior written notice of the initial term. This Agreement shall automatically renew for an additional term of twelve (12) months on the same terms and conditions as set forth herein.

12. **TERMINATION.** Either Party may terminate this Agreement for "Cause," after giving the other party written notice of the reason. Cause means: (1) Either Party has breached the provisions of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the other Party; (2) Either Party has committed fraud, misappropriation or embezzlement in connection with the other parties business; (3) Either Party has been convicted of a felony.

13. **RESPONSIBILITY UPON TERMINATION.** Not withstanding anything contained herein to the contrary, if within twelve (12) months following the termination of this Agreement, The Long Group completes a sale to a client or prospect that was referred by or was on the Client list prior to termination of this agreement, then Referral Agent shall be entitled to compensation pursuant to Exhibit A as if the agreement were still in effect.

14. **ARBITRATION.** Any actions, controversies, claims, disputes and other factual or legal matters in question arising out of or relating to the Agreement or its alleged breach, will be settled by binding arbitration conducted in accordance with the Arbitration rules presiding in Connecticut as then in effect.

15. **LEGAL NOTICES.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address or email as set forth in Exhibit A.

16. **LEGAL RIGHT.** Both Parties covenants and warrants that he/she has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he/she has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Both Parties shall indemnify and hold harmless the other party from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements.

17. **THE WAIVER**. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

18. **ENFORCEABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the reminder of the Agreement shall remain in full force and effect and shall in no way be impaired.

MASTER REFERRAL AGREEMENT

Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of either party and to any successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by The Long Group of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Referral Agent.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BOTH PARTIES BELOW.

The Long Group

Signature

THOMAS J. LONG JR OWNER

Printed Name/Title

5/6/11

Date

COCC

Signature

PAUL P. Pelletier · Mgr Vendor Relations

Printed Name/Title

05-11-11

Date

MASTER REFERRAL AGREEMENT

Exhibit "A"

Product/Service	Compensation	Renewals
➢ Staffing Lab	10% of Sale	10% of Maintenance/Renewal
➢ Customer Lab	10% of Sale	10% of Maintenance/Renewal
➢ Profit Lab	10% of Sale	10% of Maintenance/Renewal
➢ Strategy Lab	10% of Sale	10% of Maintenance/Renewal
➢ Market Lab	10% of Sale	10% of Maintenance/Renewal
➢ Branch Lab	10% of Sale	10% of Maintenance/Renewal
➢ Location Lab	10% of Sale	10% of Maintenance/Renewal
➢ Merger and Acquisitions	10% of Sale	10% of Maintenance/Renewal

As additional products become or are made available shall be provided and presented to COCC to amend and as qualified product and services to this exhibit.

Assignments / Correspondences	The Long Group	Referral Agent
Referral Submissions to:	tomlong@longgrouponline.com	N/A
Acknowledgements to:	tomlong@longgrouponline.com	paul.pelletier@cocc.com
Monthly Reports to:	N/A	paul.pelletier@cocc.com
Payments (Checks to):	N/A	COCC - Accounts Payable PO BOX 735 135 Darling Drive Avon, CT 06001 accounts.receivable@cocc.com
Legal Correspondences	The Long Group Tom Long 22 Greeley Street, Suite # 2 Merrimack, NH 03054-4434	COCC – Vendor Relations 135 Darling Drive Avon, CT 06001 procurementgroup@cocc.com and paul.pelletier@cocc.com

EXHIBIT D

Build market share and earnings

StrategyLab™
Positions your brand for enduring success

MarketLab®
Evaluates the total demand for your product or service

ProfitLab®
Defines product profitability to prioritize business interests

CustomerLab®
Delineates product opportunity and identifies target segment focus

StaffingLab®
Assesses productivity by analyzing capactiy and utilization patterns

BranchLab®
Utilizes purchase demand And expected penetration to calculate financial impact

LocationLab®
Defines means of market entry

Contact Us

Contact us to learn more about innovative and customized solutions to leverage your opportunities.

The Long Group
22 Greeley Street
2 Medallion Center
Merrimack, NH 03054

Telephone: 603-424-5664
Fax: 603-424-4153

tomlong@longgrouponline.com
elizabethcote@longgrouponline.com

*Fields marked with a * are required.*

Name: *

Company Name:

Address:

City:

State: Zip:

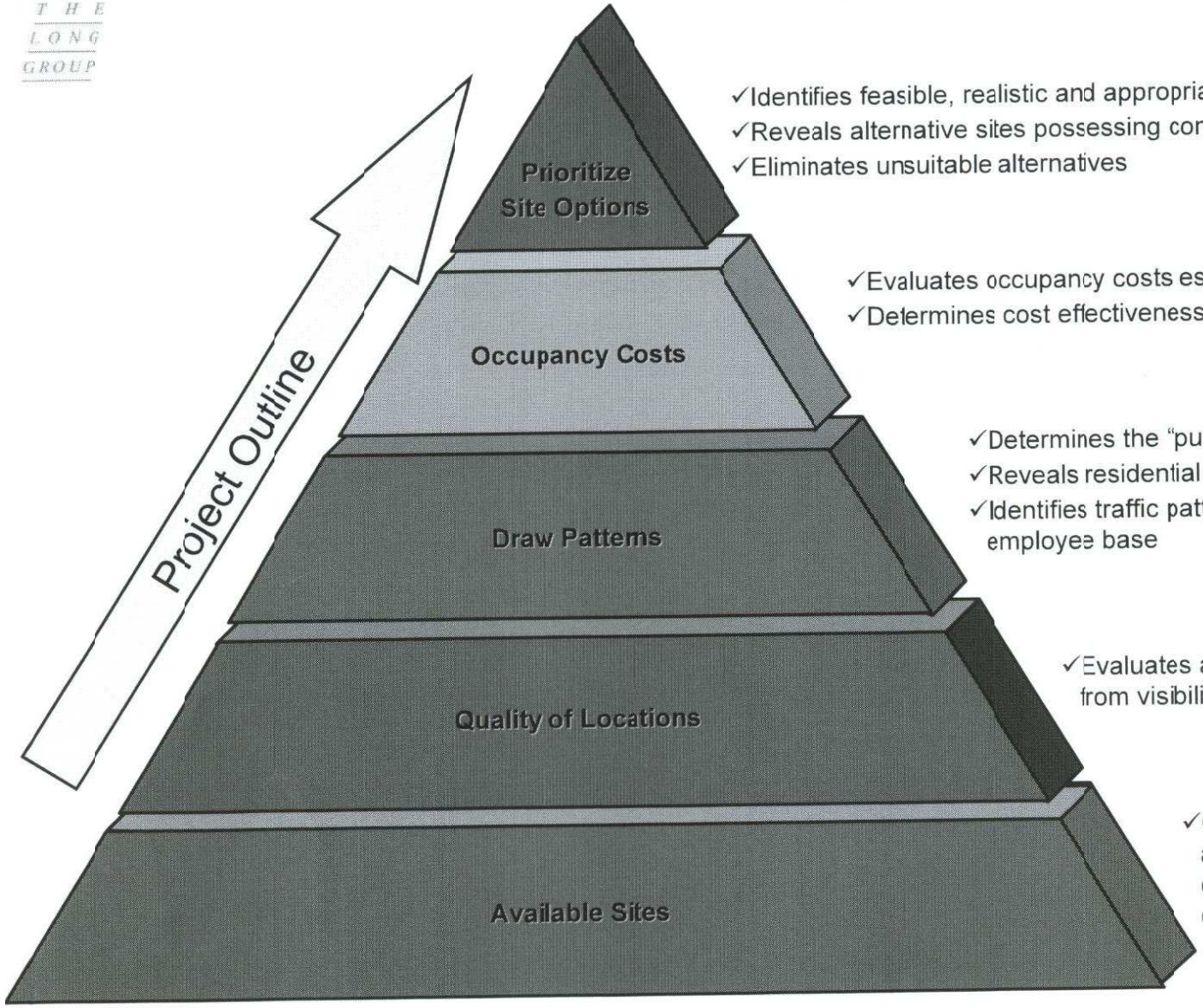
Phone: *

Email:*

Area of Interest: *

Submit

LocationLab™
Site Analysis



- ✓Identifies feasible, realistic and appropriate site options
- ✓Reveals alternative sites possessing competitive parity or superiority
- ✓Eliminates unsuitable alternatives

- ✓Evaluates occupancy costs estimates for competitive set
- ✓Determines cost effectiveness of market entry

- ✓Determines the "pull" of each location
- ✓Reveals residential and retail draw
- ✓Identifies traffic patterns, industry locations and employee base

- ✓Evaluates all aspects of exposure ranging from visibility to impact for each location

- ✓Conducts a comprehensive and anonymous tour of the market to catalog available real estate and competitor locations

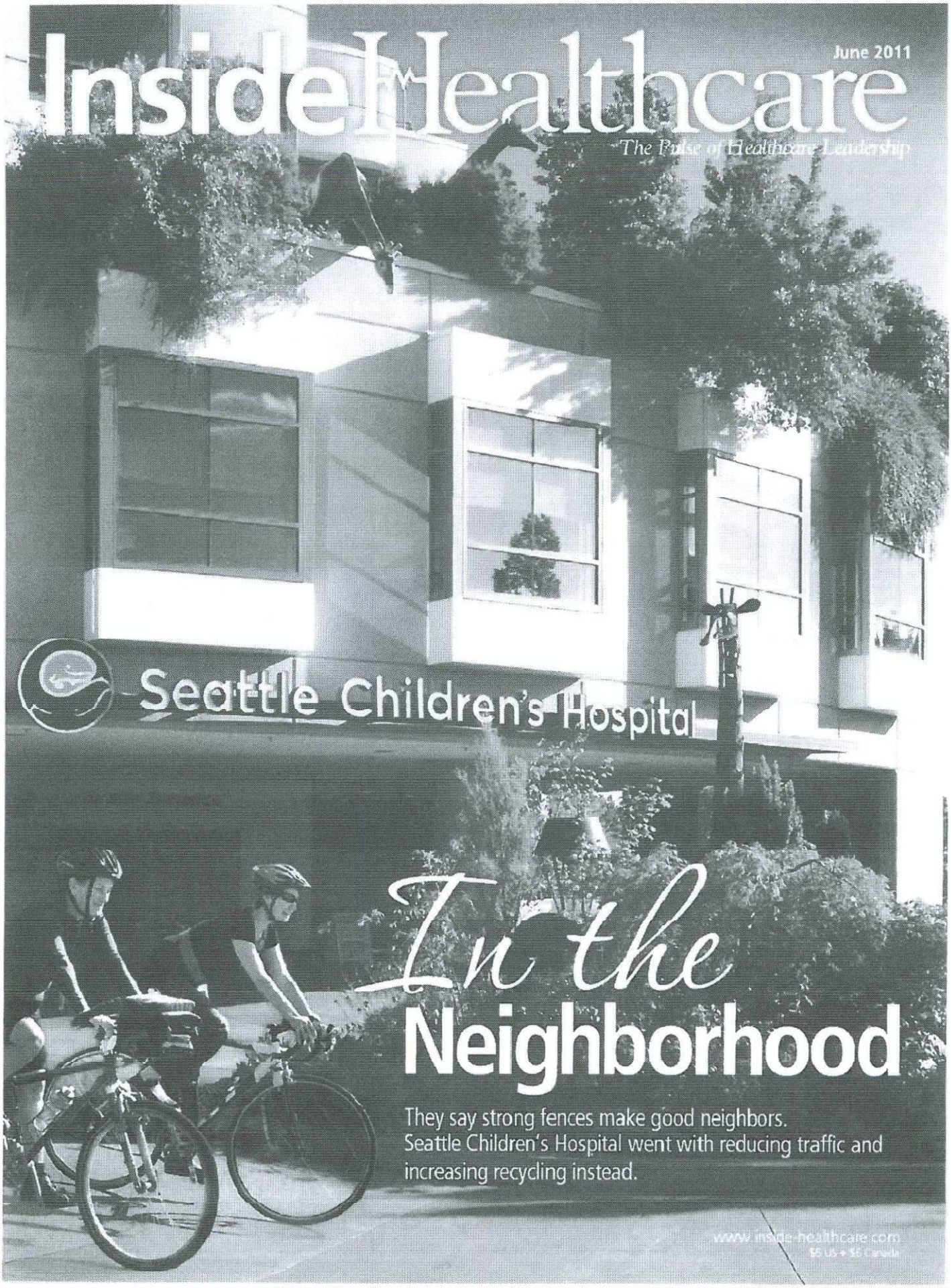
5 Medallion Center 22 Greeley Street Merrimack New Hampshire 03054 (603) 424-5664 Fax (603) 424-4153 email: tomlong@longgrouponline.com

EXHIBIT E

June 2011

Inside Healthcare

The Pulse of Healthcare Leadership



In the Neighborhood

They say strong fences make good neighbors. Seattle Children's Hospital went with reducing traffic and increasing recycling instead.

www.inside-healthcare.com
$5 US • $6 Canada

Ultimately, Delta Dental of Wisconsin plans on designing multiple types of programs that benefit its members at large. Through research, the company wants to shift funding to members who need more specialized care, while still providing adequate coverage to those with good dental health.

Peterson said that although the company is early on in the initiative, it did begin to offer more specified coverage to not only those with diabetes but also pregnant women. A vast majority of employers offering Delta Dental opted to add the additional coverage. "They did so almost immediately because they recognized how beneficial it is for vulnerable populations with systemic health conditions," said Peterson. "They understood the need to be more aggressive with their coverage."

Looking ahead, Peterson said the company will remain careful with its use of science. "We want to be a trusted advisor to our customer," he said. "Before anything else, we want to be an educator. With science, we have to be careful and develop it before we introduce it."

"Our projects involve cutting-edge innovations for controlling both oral and medical conditions," said Eichmiller. "We've come to recognize that investments in oral health can provide much more than just a healthy smile." +

—*Michelle McNickle*

cpi
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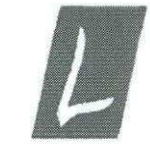

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THE
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GROUP

Authorization

This authorizes The Long Group to proceed with the Mill Creek, South Portland BranchLab® and LocationLab® Analysis as described in the April 7, 2011 proposal.

David Libby
President & Chief Executive Officer
Town & Country Federal Credit Union

2/8/11

Date

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THE LONG GROUP

Authorization

This authorizes The Long Group to proceed with the CustomerLab® Customer and Branch Profile and LocationLab® Analysis as described in the April 25, 2011 proposal.

R. K. Bennett, Pres

Rickard K. Bennett
President & Chief Executive Officer
Marlborough Savings Bank

4/25/11
Date

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(603) 424-5664 • Fax (603) 424-4153 • e-mail: tomlong@longgrouponline.com

April 7, 2011

Mr. David Libby
President & Chief Executive Officer
Town & Country Federal Credit Union
PO Box 9420
557 Main Street
South Portland, ME 04116-9420

Dear Dave:

It is with pleasure that I submit this proposal. Outlined below are the specifications for the BranchLab® and LocationLab® Analysis for Mill Creek, South Portland that we discussed on Monday, November 8, 2010.

SITUTATION

In order to continue to increase its market share, Town & Country Federal Credit Union is investigating relocation opportunities within Mill Creek, South Portland as a means of offering greater member convenience and improving market penetration. As a result, the convenience standards established by the existing competitive set with be quantified and various site alternatives will be ranked, scored and prioritized, defining a means of relocation within the market. In addition, the incremental deposit and loan potential available to the Credit Union within Mill Creek, South Portland will be identified.

LocationLab® Site Evaluation

ACTION PLAN

The Long Group will employ its proprietary model, which weighs and grades a dozen site consideration variables to score and compare the site options available within the market to maximize Town & Country Federal Credit Union's penetration into the Mill Creek, South Portland market. The site consideration variables are grouped into four categories: quality of the location, draw pattern, access and issues of occupancy. Site options available within the market will be investigated anonymously on behalf of Town & Country Federal Credit Union.

Actions	*Benefits*
• To conduct a comprehensive and anonymous tour of the market.	• Evaluates identified real estate available for branch banking.
• To determine the quality of each locale.	• Evaluates all aspects of exposure ranging from visibility to impact.
• To assess residential, shopping, and commercial draw patterns.	• Determines the "pull" of each branch location. • Identifies traffic patterns, industry locations and their employee base.

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Actions	*Benefits*
• To quantify accessibility.	• Measures and compares convenience amenities for each potential site.
• Displays visually the strengths and weaknesses of each branch location.	• Photo logs the potential branch sites.
• To ascertain occupancy cost estimates.	• Determines the cost effectiveness of market entry.
• To identify feasible, realistic and appropriate site options.	• Catalogs site options available. • Reveals alternative sites possessing competitive parity or superiority. • Eliminates unsuitable alternatives.

BranchLab® Incremental Branch Opportunity

ACTION PLAN

Since branching is becoming an increasingly costly investment, it is necessary to plan facilities configured for market and service usage needs. To build market share and improve earnings the following actions and benefits will be accomplished.

Actions	*Benefits*
• To evaluate the total demand for deposit, loan, and mortgage within the Mill Creek South Portland trade area.	• Quantities total loan outstandings, deposit balances and total account volume by product line within the market. • Calculates Town & Country Federal Credit Union's current market share within the trade area.
• To establish likely credit union usage.	• Provides Town & Country Federal Credit Union's expected branch share for the relocated Mill Creek, South Portland branch. • Evaluates Town & Country Federal Credit Union's current penetration and incremental opportunity by product line.

TIMING, COST AND BILLING

Once authorized, the Mill Creek, South Portland BranchLab® and LocationLab® Analysis will be completed within eight weeks of authorization. As outlined, the Mill Creek, South Portland BranchLab® and LocationLab® Analysis will cost $. All out of pocket expenses including travel will be billed at cost. An invoice for one half of the cost will be forwarded upon authorization. The remainder will be billed following the report and personal presentation.

REFERENCES

Bernie McLaughlin, President & CEO, Members First Credit Union – 603-641-2452
Roger Sirois, President & CEO, Atlantic Regional Federal Credit Union – 800-834-0432 x 111

CONFIDENTIALITY

Any and all information disclosed by Town & Country Federal Credit Union to The Long Group relating in any way to members of Credit Union ("Member Information") shall be deemed to be confidential information. The Long Group shall not use Member Information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Member Information to any third person without the prior consent of Town & Country Federal Credit Union. The Long Group shall not make Member Information available to any employees, contractors or agents of The Long Group except those with a need to know. The Long Group shall implement appropriate measures to ensure the security and confidentiality of all Member Information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Member Information and protecting against unauthorized access to or use of the Member Information that could result in substantial harm or inconvenience to any member of Town & Country Federal Credit Union.

Dave, I believe this outline contains all of the essentials we discussed. Please return the attached authorization form via fax at your convenience. The Long Group is looking forward to supporting Town & Country Federal Credit Union's growth objectives. Thank you for considering us your resource.

Respectfully submitted,

Thomas J. Long Jr.

Thomas J. Long, Jr.

EXHIBIT F

THE LONG GROUP

Authorization

This authorizes The Long Group to proceed with the East Methuen LocationLab™ Site Analysis as described in the August 22, 2008 proposal.

Brenda Fiorante

Brenda Fiorante
Chief Financial Officer
Salem Co-operative Bank

August 25, 2008
Date

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August 22, 2008

THE LONG GROUP

Ms. Brenda Fiorante
Chief Financial Officer
Salem Co-operative Bank
3 South Broadway
PO Box 67
Salem, NH 03079

Dear Brenda:

It is with pleasure that I submit this proposal. Outlined below are the specifications for the East Methuen LocationLab™ Site Analysis.

SITUTATION

In order to continue to increase its market share, Salem Co-operative Bank is investigating a de novo branching opportunity within East Methuen as a means of broadening its distribution system. As a result, various site alternatives will be ranked, scored and prioritized, defining a means of entry within each community.

ACTION PLAN

In order to effectively and efficiently penetrate the East Methuen market, The Long Group will employ LocationLab™, its proprietary model that weighs and grades a dozen site consideration variables to score and compare the site options available within the market. The site consideration variables are grouped into four categories to determine the quality of the location, draw pattern, access and issues of occupancy. Site options available within the market will be investigated anonymously on behalf of Salem Co-operative Bank.

Actions	*Benefits*
• To conduct a comprehensive and anonymous tour of the market.	• Evaluates identified real estate available for branch banking – 284 Merrimack Street, 65 Pleasant Valley Street, and 25 Pleasant Valley Street.
• To determine the quality of each locale.	• Evaluates all aspects of exposure ranging from visibility to impact. • Isolates available traffic counts for each location.
• To assess residential, shopping, and commercial draw patterns.	• Determines the "pull" of each branch location. • Identifies traffic patterns, industry locations and their employee base.
• To quantify accessibility.	• Measures and compares convenience amenities for each potential site.

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Actions	*Benefits*
• Displays visually the strengths and weaknesses of each branch location.	• Photo logs the potential branch sites.
• To ascertain occupancy cost estimates.	• Determines the cost effectiveness of market entry.
• To identify feasible, realistic and appropriate site options.	• Catalogs site options available. • Reveals alternative sites possessing competitive parity or superiority. • Eliminates unsuitable alternatives.

TIMING, COST AND BILLING

Once authorized, the East Methuen LocationLab™ Site Analysis will be completed concurrently with East Methuen Market Branch Valuation project. As outlined, the East Methuen LocationLab™ Site Analysis will cost. All out of pocket expenses including travel will be billed at cost. An invoice for one half of the cost will be forwarded upon authorization. The remainder will be billed following the report and personal presentation.

CONFIDENTIALITY

Any and all information disclosed by Salem Co-operative Bank to The Long Group relating in any way to customers of Bank ("Customer Information") shall be deemed to be confidential information. The Long Group shall not use Customer Information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer Information to any third person without the prior consent of Salem Co-operative Bank. The Long Group shall not make Customer Information available to any employees, contractors or agents of The Long Group except those with a need to know. The Long Group shall implement appropriate measures to ensure the security and confidentiality of all Customer Information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer Information and protecting against unauthorized access to or use of the Customer Information that could result in substantial harm or inconvenience to any customer of Salem Co-operative Bank.

Brenda, I believe this outline contains all of the essentials we discussed. Please return the attached authorization form via fax at your convenience. The Long Group is looking forward to supporting Salem Co-operative Bank's growth objectives. Thank you for considering us your resource.

Respectfully submitted,

Thomas J. Long Jr.

Thomas J. Long, Jr.