

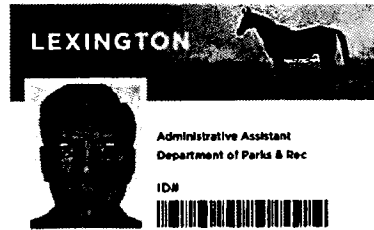
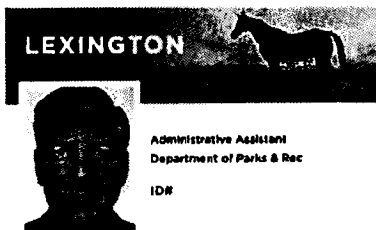


APPLICATION FOR THE USE OF TRADEMARK IMAGE

**** THIS REQUEST APPLIES ONLY TO THE USE AND TIME PERIOD IDENTIFIED BELOW ****

Company Name	Lexington-Fayette Urban County Government		
Company Address	200 East Main Street		
	Lexington, KY 40507		
Contact Name	Scott Shapiro		
Email Address	sschapiro@lexingtonky.gov	Phone Number	(859) 258-3114

Image Requested (please check the box under the image)



Please describe how the image will be used.

Trademark portrait image will be used on LFUCG name badges.

Date(s) of Use Present through termination of project.

If approved, I agree to use the trademarked image ONLY for the use identified above and in compliance with the VisitLEX use guidelines.

I agree that if I use VisitLEX's trademarked images without written approval it will be considered unauthorized use. Unauthorized use of VisitLEX's trademarked images will be addressed through the legal process.

Signature *Jim Gray*

Print Name & Title JIM GRAY, MAYOR

Date 2-5-2015

FOR OFFICIAL USE ONLY

Approved pending receipt of signed form from LFUCG

Signature *Jim Gray* Date 3.6.14

Trademark Use Agreement

The undersigned Licensee has requested the use of certain trademarks and/or artwork owned by Lexington Convention and Visitors Bureau ("LCVB") as set forth on Exhibit A (collectively, the "Licensed Marks"). LCVB and Licensee each agree as follows:

1. LCVB hereby grants to Licensee, and Licensee hereby accepts for the Term defined on Exhibit A, subject to the terms and conditions of this Agreement, a limited, non-transferable, non-exclusive license (the "License") to use the Licensed Marks solely in connection with the activities described on Exhibit A (the "Licensed Activities"). Licensee shall abide by any other terms and conditions set forth on Exhibit A. Licensee shall submit samples of all Licensed Activities to LCVB, and Licensee shall not use the Licensed Marks in connection with such Licensed Activities or for any other purpose without the advance written approval of LCVB. Licensee shall be entitled to make nonmaterial modifications to such Licensed Activities without having them re-approved by LCVB but may not modify the Licensed Marks or their placement. Licensee will cause to appear on or within all Licensed Activities such copyright or trademark notices as LCVB may designate or require, and shall comply with all LCVB graphics and other guidelines for the use of the Licensed Marks.

2. The ownership of all property and other rights in the Licensed Marks of whatever nature (including, without limitation, intellectual property rights) shall at all times remain with and be owned by LCVB. Licensee recognizes the great value of the publicity and goodwill associated with the Licensed Marks and acknowledges that such goodwill associated with the Licensed Marks belongs exclusively to LCVB and that the Licensed Marks have acquired a secondary meaning in the mind of the public. Licensee shall not at any time attack the title to or any rights of LCVB in and to the Licensed Marks or attack the validity of this Agreement. Licensee will not at any time do or cause to be done any act or thing which in any way impairs or threatens to impair LCVB's right, title or interest in or to the Licensed Marks. The parties agree that apart from the rights expressly granted hereunder, nothing in this Agreement or any course of dealing between the parties will be deemed to grant to Licensee any license or ownership interest whatsoever (be it express, implied, by estoppel or otherwise) in or to the Licensed Marks or other LCVB property of whatever nature. In connection with the use of the Licensed Marks, Licensee will not in any manner represent that it has any ownership interest in the Licensed Marks or any registration thereof. All uses of the Licensed Marks by Licensee will inure to the benefit of LCVB.

3. Upon the written request of LCVB without compensation to Licensee, Licensee shall promptly do any and all such acts and execute, acknowledge and deliver any and all papers as may be necessary or desirable, in the sole and absolute discretion of LCVB to obtain, maintain, protect and/or vest in LCVB the entire right, title and interest in and to the Licensed Marks, including but not limited to rendering such reasonable assistance as LCVB may request in any arbitration, litigation, proceeding before the United States Patent and Trademark Office or similar government tribunal, or any other proceeding.

4. LCVB may immediately terminate this Agreement in the event of any breach by Licensee, or upon Licensee's insolvency or bankruptcy. Upon termination or expiration of this Agreement in any manner provided herein, or upon LCVB's written request, Licensee will cease and desist from all use of the Licensed Marks, will remove the Licensed Marks from all signs or other property which bear the Licensed Marks and will destroy or return to LCVB all material, files and papers upon which the Licensed Marks appear. Furthermore, Licensee will at no time adopt or use, without LCVB's prior written consent, any word or mark which is likely to be confusing with the Licensed Marks or any other intellectual property of LCVB. This paragraph will survive any termination or expiration of this Agreement.

LEXINGTON CONVENTION AND VISITORS BUREAU

[Licensee] ("Licensee")

By: SEE APPLICATION
Name: _____
Title: _____

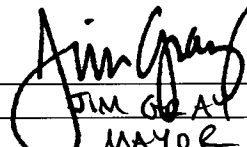
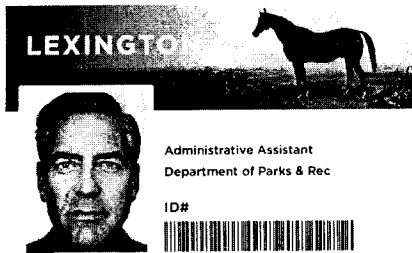
By: 
Name: JIM GRAY
Title: MAYOR

Exhibit A

Licensed Marks: "Blue horse" logo [as shown in sample below, which is hereby approved by LCVB]



Term: ten years

Licensed Activities: identification badges for employees and contractors

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