



## Trademark License Agreement [draft]

This Trademark License Agreement (the "Agreement"), is entered into as of \_\_\_\_\_ (the "Effective Date") between Lexington Convention and Visitors Bureau ("LCVB"), and Lexington-Fayette Urban County Government ("LFUCG"), in connection with certain images incorporating a blue horse design as described herein.

### 1. License.

(a) LCVB hereby grants to LFUCG and LFUCG hereby accepts for the Term defined on Schedule A attached hereto and incorporated herein by reference, subject to the provisions and conditions hereinafter set forth, a limited, non-transferable, non-exclusive license (the "License") to use the designs, trademarks and service marks set forth on Schedule A (collectively, the "Marks") solely in connection with the activities described on Schedule A and incorporated herein by reference (the "Licensed Activities").

(b) The ownership of all property and other rights in the Marks of whatever nature (including, without limitation, intellectual property rights) shall at all times remain with, and be owned by, LCVB. LFUCG recognizes the great value of the publicity and goodwill associated with the Marks and acknowledges that such goodwill associated with the Marks belongs exclusively to LCVB and that the Marks have acquired a secondary meaning in the mind of the public. LFUCG shall not at any time attack the title to or any rights of LCVB in and to the Marks or attack the validity of this Agreement. LFUCG 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 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 LFUCG any license or ownership interest whatsoever (be it express, implied, by estoppel or otherwise) in or to the Marks or other LCVB property of whatever nature. In connection with the use of the Marks, LFUCG will not in any manner represent that it has any ownership interest in the Marks or any registration thereof. All uses of the Marks by LFUCG will inure to the benefit of LCVB. Notwithstanding the above, LCVB recognizes that LFUCG is undertaking a significant effort at a substantial cost to utilize the Marks in a manner which will be of general benefit to LCVB. Therefore, LCVB agrees to not use or allow to be used the Marks in a manner that would reduce the value or benefit of the Marks to the LCVB or LFUCG as a "brand" symbolizing Lexington, Kentucky. As an example, LCVB will not allow the Mark to be used by any other governmental agency or nonprofit organization not affiliated with LFUCG except as LCVB may deem necessary or advisable to further the mission of LCVB. LCVB further agrees not to enter into any agreement that would result in such use of the Marks, and agrees to undertake reasonable efforts to prohibit any third party from using the Marks in this manner.

(c) LCVB agrees that in the event LCVB ceases use of the Marks while this Agreement remains in effect and LFUCG is not then in breach of this Agreement, the Marks and all goodwill associated therewith will be assigned to LFUCG, provided that LFUCG pay all costs and expenses, including attorney's fees associated with such assignment. LCVB shall notify LFUCG in writing of its decision to cease use of the Marks and within 30 days thereafter, execute an assignment of the Marks in substantially the form attached hereto as Schedule B.

(d) LFUCG shall have a limited right to sublicense the Marks to other governmental agencies and groups affiliated with LFUCG (collectively, "Permitted Sublicensees"), for the sole purpose of allowing Permitted Sublicensees to provide and participate in the Licensed Activities. LFUCG shall execute and shall cause each Permitted Sublicensee to execute a Sublicense Agreement in the form attached hereto as Schedule C before any Permitted Sublicensee begins to use the Marks, and LFUCG shall provide a copy of each Sublicense Agreement to LCVB within 30 days of its execution. LFUCG shall cause each Permitted Sublicensee to comply with LFUCG's obligations under this Agreement with respect to use of the Marks, and LFUCG shall be responsible for all breaches by any Permitted Sublicensee.

2. **Term.** This Agreement shall be effective as of the Effective Date defined on Schedule A, and shall remain in effect through the Expiration Date defined on Schedule A, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement shall automatically renew as of the Expiration Date for an additional period of five years unless either party delivers written notice of its intent not to renew the Agreement at least 90 days before the Expiration Date (the initial term and any renewal term, collectively, the "Term").

3. **Administrative Fee.** As consideration for the License granted hereunder and in recognition of the benefits use of the Marks will bring to LCVB and the unique relationship of the parties, LFUCG shall pay to LCVB an

annual license fee in the amount of \$10.00. In addition, LFUCG agrees to pay LCVB an additional amount of \$2,500.00 per year as an additional fee related to administrative matters regarding the Mark, filing fees, attorney's fees, and other costs or expenses incurred with respect to promoting, filing and/or defending the Marks. Said payments shall be made within thirty (30) days of the effective date of this Agreement and thereafter on or before July 31<sup>st</sup> of each fiscal year.

**4. Records.** LFUCG shall keep, maintain and preserve accurate books of account and records covering all transactions relative to the License and LCVB shall have the right during business hours to examine said books of account, records and all other documents and materials in the possession or under the control of LFUCG with respect to the subject matter and terms of this Agreement and shall have free and full access to examine and make extracts therefrom. LFUCG shall keep such books of account available for at least two (2) years after the termination of this Agreement. Such records shall include a complete, accurate and updated log of each use of the Marks by LFUCG and all Permitted Sublicensees and other approved third parties, including all relevant terms of such use. LFUCG shall provide a copy of such log to LCVB upon request, and with each Royalty payment to LCVB.

**5. Quality Control.**

**(a)** LFUCG shall not offer for sale or sell, or permit any Permitted Sublicensee or other third party to offer for sale or sell, any merchandise or other items bearing any Mark. LFUCG may reproduce the Marks on apparel, stationery, mugs and similar items for internal or promotional use as needed to carry out the Licensed Activities, but may not offer for sale or sell such items and may not engage third parties to produce or source such items except as provided herein without further written agreement of the parties as to the same. LFUCG will have the right to order from LCVB items bearing the Mark for internal or promotional use, in each case at LCVB's cost plus a 2% handling fee.

**(b)** Prior to the sourcing, manufacture or distribution (whether by LFUCG or by any third party engaged by LFUCG) of items bearing the Marks that are not ordered from LCVB, LFUCG will deliver two (2) prototype and production samples of any such items, together with any packaging, container, carton, enclosed material, tag, label, wrapping material, advertising, or promotional material for use in any media (collectively, "Packaging"). LFUCG shall not commence the manufacture or distribution, or permit any third party to commence the sourcing, manufacture or distribution, of such items unless and until LCVB shall have approved in writing, the third party sourcing, manufacturing or distributing such items (where applicable), artwork, design, quality, and style of such items, in LCVB's sole discretion. LCVB recognizes that as a governmental entity, LFUCG may be required to obtain third party sourcing in a competitive manner and at the best value to the LFUCG. LCVB agrees not to exercise such approval in a manner that would be inconsistent with LFUCG's compliance with applicable procurement law or regulations. LFUCG shall cause all approved third parties to sign an agreement in the form attached hereto as Schedule D.

**(c)** LFUCG shall cooperate with LCVB in developing its own Brand Standards Guide, which shall contain guidelines for use of the Marks in any form. LFUCG and LCVB will each comply with the Brand Standards Guide in all uses of the Marks. Any amendment of the Brand Standards Guide will be by advance written agreement of the parties.

**(d)** The parties acknowledge the important interest of each other that all goods and services identified by any Mark meet certain quality standards established by the Brand Standards Guide, and the parties agree to maintain such quality standards. LFUCG agrees that the Licensed Activities shall be of acceptable quality that satisfies the public's expectations, and shall be consistent with the Brand Standards Guide. LCVB may request samples of the Licensed Activities, together with any Packaging, from time to time in order to monitor LFUCG's compliance with this paragraph.

**(e)** If either party contends that the other party is failing to comply with this paragraph, it shall first give the other party written notice specifying the noncompliance. After receipt of such notice, the party shall have a period of 30 days in which to come up with a reasonable plan to cure the noncompliance. If LFUCG fails to cure any noncompliance, LCVB may immediately terminate this Agreement.

**(f)** Notwithstanding anything to the contrary set forth herein, LFUCG acknowledges that LCVB as owner of the Marks has the right to control the quality of goods and services offered under the Marks, and LCVB shall have final discretion, to be exercised in good faith, in the event of any dispute arising under this Section 5.

**6. Protection of Rights.**

(a) LFUCG agrees to assist in the protection of the rights of the LCVB in and to the Marks and that any copyright or trademark procured with respect to each Licensed Activity shall be procured and used for LCVB's benefit.

(b) For each use of any Mark by LFUCG or by any group, entity, sponsorship or third party engaged by or affiliated with LFUCG, LFUCG agrees to provide trademark and/or copyright notice in a format specified by LCVB. Such notices shall state that the Mark is owned by LCVB and used under license, and that the Mark may not be used otherwise without the advance written consent of LCVB.

(c) LFUCG shall promptly notify LCVB in writing of any known, suspected or threatened infringements, counterfeiting, claims, or actions by others in derogation of the Marks (hereinafter "Infringements"), provided, however, that LCVB shall have the sole right to determine whether it shall take any action on account of such Infringements after considering the information provided by LFUCG.

(d) Notwithstanding any other provisions hereof, LCVB, without LFUCG's consent, may take any action it deems necessary and advisable to defend any suit in the name of LCVB, and LFUCG agrees to fully cooperate with LCVB. In the event LCVB initiates any legal proceedings on account of any Infringements, LFUCG agrees to cooperate with and assist LCVB to the extent reasonably necessary to protect the Marks, including, but not limited to, being joined as a necessary or desirable party to such proceedings and assisting in the compiling of evidence and other materials necessary to support an infringement action. Any damages or other recoveries from such proceedings shall be retained solely by LCVB.

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

(f) LFUCG shall not use the Marks for any purpose other than as described in this Agreement.

(g) Upon termination of this Agreement in any manner provided herein, LFUCG will cease and desist from all additional use of the Marks. LCVB acknowledges that LFUCG enjoys a unique relationship to LCVB and understands that LFUCG intends to make widespread use of the Marks in a manner that will be beneficial to LCVB. Therefore, in the event of termination LFUCG will be allowed to continue use of the Marks on any existing property or materials but will in no way be authorized to replenish its supply of such materials or otherwise expand or add to its use of the Marks and will make reasonable efforts to replace and remove its existing use of the Marks over time. Furthermore, LFUCG will at no time during the Term or thereafter adopt or use, without LCVB's prior written consent, any word or mark which is likely to be confusing with any Mark.

**7. Compliance with Law.** It shall be the complete responsibility of LFUCG to insure that the Licensed Activities and any Packaging and marking comply with all applicable laws, rules and regulations.

**8. Indemnification.** LCVB assumes no liability to LFUCG or to third parties with respect to the Licensed Activities. To the extent allowable by law and subject to and without waiving sovereign immunity or any other third party defenses which may be available to it, LFUCG shall indemnify, defend and hold harmless LCVB against all losses, damages and expenses of whatever nature, including reasonable attorneys' fees, incurred as a result of or related in any way to claims of third persons or entities arising from or in connection with LFUCG's breaches of this Agreement, the providing of services in connection with the Licensed Activities or the manufacture the Licensed Activities. LCVB shall indemnify, defend and hold harmless LFUCG against all losses, damages, and expenses of whatever nature, including reasonable attorney's fees, incurred as a result of or relating to claims of third persons alleging that the authorized use by LFUCG of the Marks has infringed upon the rights of such third persons.

**9. Relationship Between Parties.** The relationship between LCVB and LFUCG is that of independent contractors. This Agreement does not establish a joint venture, agency or partnership between the parties, nor does it create an employer-employee or franchisor-franchisee relationship. Subject to the terms and conditions of this Agreement, each party shall choose the means to be employed and the manner of carrying out its obligations. Each party shall have the sole responsibility for the supervision and payment of its personnel and, except as agreed to in writing, all other costs and expenses required to perform its obligations. Notwithstanding

anything in this Agreement to the contrary, neither party shall have the authority or the ability to bind the other (whether contractually or otherwise).

**10. Termination of Agreement.** This Agreement may be terminated upon the occurrence of the earlier to occur of the following:

(a) the mutual agreement of LCVB and LFUCG;

(b) by either party hereto if any covenant or agreement set forth in this Agreement on the party of the other party shall not be kept or performed and such failure or breach shall not be remedied within thirty (30) days after the breaching party shall have received written notice thereof from the other party;

(c) by either party hereto if the other party shall (i) discontinue business, or cease doing business for more than ten (10) days; (ii) make a general assignment for the benefit of creditors; (iii) be adjudicated bankrupt or insolvent; (iii) file a voluntary petition in bankruptcy or similar proceeding (whether federal or state) relating to relief for debtors; (iv) suffer the filing of any involuntary petition in any bankruptcy, reorganization, insolvency or other proceeding (whether federal or state), if the same is not dismissed within thirty (30) days after the date of such filing; (v) not be paying its debts generally as they become due; or (vi) admits in writing its inability, or is unable, to pay its debts generally as they become due; or

(d) by LCVB upon the cessation of the manufacture or promotion of Licensed Activities by LFUCG for a period of 180 days.

(e) By LFUCG at any time and for any reason by providing LCVB with at least 90 days advanced written notice, so long as such termination is made in good faith and not in an attempt to otherwise avoid the obligations hereunder (such as ordering materials with the Marks, immediately terminating the agreement, but relying on Section 6 herein to keep said materials)

**11. Effect of Termination or Expiration.** After expiration or termination of this License for whatever reason, LFUCG will comply with paragraph 6 of the Agreement..

**12. Equitable Relief.** LFUCG agrees that the Marks possess a special, unique, and extraordinary character which makes difficult the assessment and calculation of the monetary damage sustained by unauthorized use. LFUCG recognizes that irreparable injury would be caused by unauthorized use and agrees that injunctive and other equitable relief would be appropriate in the event of a breach of this Agreement, provided, however, that such remedy shall not be exclusive of other legal remedies otherwise available to LCVB.

**13. Miscellaneous.**

(a) **Deliveries and Notices.** Any deliveries, notices or other communications required or permitted hereunder shall be deemed to have been duly made or given (i) if delivered in person, (ii) if sent by registered mail, return receipt requested, postage prepaid, or (iii) if sent by a nationally recognized overnight courier, to the addresses of the parties as set forth in this Agreement, or, as to each party, at such other address as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given (i) on the date received if personally delivered, (ii) two days following the date deposited in the mail if delivered by mail or (iii) on the date following the date sent by overnight courier if delivered by overnight courier.

(b) **Waivers.** No waivers or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Agreement shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure.

(c) **Entire Agreement.** This Agreement (including all Schedules) contains a final, complete and exclusive Agreement of the parties pertaining to its subject matter and supersedes all prior written and oral agreements pertaining hereto. The rights and remedies provided are cumulative and not exclusive of any rights or remedies otherwise provided by law.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to its principles of conflicts of law or choice of law.

**(e) Binding Effect.** This Agreement shall be binding upon the parties and their respective successors and assigns; provided, however, that this Agreement shall be deemed strictly personal to LFUCG and that accordingly LFUCG may not in any fashion mortgage, encumber or assign, or grant sublicenses under, this Agreement or any part hereof, whether through an assignment, by operation of law (including, without limitation, through a merger, consolidation or share exchange) or otherwise, except as expressly provided herein.

Lexington Convention and Visitors Bureau ("LCVB")

Lexington-Fayette Urban County Government ("LFUCG")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE A – LICENSE TERMS

### **Marks Approved for Use:**

[insert all permitted variations of blue horse logo]

### **Term: five years**

Effective Date – July \_\_, 2015

Expiration Date – July \_\_, 2020

### **Licensed Activities:**

Subject to the limits set forth in this Agreement, LFUCG may use the Marks in providing its own public services and promote them as a “brand” for Lexington. Such uses may include reproducing them on LFUCG’s own stationery, uniforms and employee apparel, badges, signage, public works equipment and similar items. LFUCG may also sponsor events and permit the Marks to be included with LFUCG’s name in materials promoting such events, in each case making clear that LFUCG is a sponsor and the Marks are used to indicate LFUCG’s sponsorship. In the event that LFUCG wishes to use the Marks for any single project that will entail either (a) an expenditure of \$25,000 or more, or (b) the sourcing, manufacture or distribution of more than 2,000 items bearing any Mark, LFUCG will not proceed with such project without the advance written consent of LCVB. This agreement is automatically renewable on an annual basis under the same terms unless either party provides the other with at last 60 days advance written notice of an intent not to renew.

**SCHEDULE B – FORM OF ASSIGNMENT**

**ASSIGNMENT OF TRADEMARK**

**THIS ASSIGNMENT OF TRADEMARK** (the "Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between LEXINGTON CONVENTION AND VISITORS BUREAU, with an address of \_\_\_\_\_ ("Assignor"), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, with an address of \_\_\_\_\_ ("Assignee").

WHEREAS, Assignor is the owner of the trademark featuring a design of a blue horse facing to the left and registered as U.S. Reg. No. 3,654,524 and U.S. Reg. No. 3,837,360 [add other registrations incorporating blue horse], together with all of the goodwill associated with such trademark (collectively, the "Mark"); and

WHEREAS, Assignor wishes to assign the Mark together with all of the goodwill associated with the Mark to Assignee;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, grant and convey to Assignee all of its right, title and interest in the Mark, all issued registrations or pending applications with respect to same, the goodwill of the business symbolized by the Mark and the right to sue for past infringement of the Mark. Assignor will execute any and all documents necessary to transfer ownership, title and registration of the Mark to Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

LEXINGTON CONVENTION AND VISITORS BUREAU

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE C – FORM OF SUBLICENSE AGREEMENT**

Sublicense Agreement

The undersigned Sublicensee has requested the use of certain trademarks and/or artwork owned by Lexington Convention and Visitors Bureau (“LCVB”) and used under license by Lexington-Fayette Urban County Government (“LFUCG”) as set forth on Exhibit A (collectively, the “Licensed Marks”). LFUCG and Sublicensee each agree as follows:

1. LFUCG hereby grants to Sublicensee, and Sublicensee hereby accepts for the Term defined on Exhibit A, subject to the terms and conditions of this Agreement, a limited, non-transferable, non-exclusive sublicense (the “Sublicense”) to use the Licensed Marks solely in connection with the activities described on Exhibit A (the “Licensed Activities”). Sublicensee shall abide by any other terms and conditions set forth on Exhibit A. Sublicensee shall submit samples of all Licensed Activities to LFUCG, and Sublicensee shall not use the Licensed Marks in connection with such Licensed Activities or for any other purpose without the advance written approval of LFUCG. Sublicensee shall be entitled to make nonmaterial modifications to such Licensed Activities without having them re-approved by LFUCG but may not modify the Licensed Marks or their placement. Sublicensee will cause to appear on or within all Licensed Activities such copyright or trademark notices as LFUCG may designate or require, and shall comply with all 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. Sublicensee 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. Sublicensee 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. Sublicensee 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 Sublicensee any license or ownership interest whatsoever (be it express, implied, by estoppel or otherwise) in or to the Licensed Marks or other LCVB or LFUCG property of whatever nature. In connection with the use of the Licensed Marks, Sublicensee 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 Sublicensee will inure to the benefit of LCVB.

3. Upon the written request of LCVB or LFUCG without compensation to Sublicensee, Sublicensee 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 or LFUCG 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 or LFUCG may request in any arbitration, litigation, proceeding before the United States Patent and Trademark Office or similar government tribunal, or any other proceeding.

4. LFUCG may immediately terminate this Agreement in the event of any breach by Sublicensee, upon Sublicensee’s insolvency or bankruptcy, or upon the termination or expiration of LCVB’s license of the Licensed Marks to LFUCG. Upon termination or expiration of this Agreement in any manner provided herein, or upon LFUCG’s or LCVB’s written request, Sublicensee 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 LFUCG all material, files and papers upon which the Licensed Marks appear. Furthermore, Sublicensee will at no time adopt or use, without LFUCG’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-FAYETTE URBAN COUNTY  
GOVERNMENT

[Sublicensee] (“Sublicensee”)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



***Exhibit A to Sublicense Agreement***

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

Term:

Licensed Activities:

[Insert all other terms and conditions]

## SCHEDULE D – FORM OF AGREEMENT WITH THIRD PARTY MANUFACTURERS

### Trademark Use Terms and Conditions

Lexington-Fayette Urban County Government (“LFUCG”) has engaged the Vendor [named on the opposite side of this work order] [named in the Agreement dated \_\_\_\_\_] in connection with manufacturing, developing, distributing and/or sourcing certain merchandise and/or packaging and labels used in connection with such merchandise (collectively, the “Merchandise”) on LFUCG’s behalf. Vendor agrees to the following terms and conditions:

1. Vendor hereby agrees to incorporate trademarks and/or artwork owned by Lexington Convention and Visitors Bureau (“LCVB”) and used under license by LFUCG (collectively, the “Marks”) into the Merchandise subject to the terms of LFUCG’s engagement of Vendor and these Terms and Conditions, and for no other purpose. Vendor shall submit samples of all Merchandise to LFUCG, and Vendor shall not use the Marks in connection with such Merchandise or for any other purpose without the advance written approval of LFUCG. LFUCG will be deemed owner of all such samples upon their creation. Vendor will promptly deliver or cause such samples to be delivered to LFUCG and will not retain copies, display such samples, or otherwise use them without LFUCG’s advance written consent. Vendor shall be entitled to make nonmaterial modifications to such Merchandise without having them re-approved by LFUCG but may not modify the Marks or their placement. LFUCG reserves the right to remove, or cause Vendor to remove, the Marks from any Merchandise for which LFUCG’s written approval was not obtained. Vendor will cause to appear on or within all Merchandise such copyright or trademark notices as LFUCG may designate or require, and shall comply with all graphics and other guidelines for the use of the Marks.

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

3. Upon the written request of LCVB or LFUCG without compensation to Vendor, Vendor 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 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. LFUCG’s engagement of Vendor and the terms of these Terms and Conditions are confidential. Vendor may not disclose LFUCG’s engagement of Vendor or include LFUCG in any customer list or other materials without the advance written consent of LFUCG.

5. Vendor acknowledges that the only LFUCG representatives authorized to deliver written consents or other communications on behalf of LFUCG are: [list authorized LFUCG representatives by name and/or position].

6. Upon termination or expiration of LFUCG’s engagement of Vendor, or upon LFUCG’s or LCVB’s written request, Vendor will cease and desist from all use of the Marks, will remove the Marks from all signs or other property which bear the Marks and will destroy or return to LFUCG all material, files and papers upon which the Marks appear. Furthermore, Vendor will at no time adopt or use, without LFUCG’s prior written consent, any word or mark which is likely to be confusing with the Marks. This paragraph will survive any termination or expiration of these Terms and Conditions.

I agree to these Terms and Conditions as set forth above:

Printed Name of Vendor:

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Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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