

Assigning Trademarks to VisitLex

These documents would:

- Assign the marks “Horse Capital of the World” and “Lexington KY Horse Capital of the World” to VisitLex (Assignment document)
- License back the marks to us (License document)
 - This license agreement is substantially similar to the agreement we have with VisitLex regarding the Blue Horse, with some differences¹:
 - It is at no cost to us
 - It is perpetual
 - It allows us right of first refusal (the ability to obtain the trademarks from VisitLex) if they ever plan to assign the marks to someone else
 - It requires notice to us when they decide they will not use the marks anymore, and requires that they assign it back to us. (This is actually in the Blue Horse agreement as well, but wanted to stress the point in this document).
 - It requires VisitLex to notify us when it becomes time to renew the marks so that we can continue to make sure they keep up with renewing the marks, and if they decide not to, they assign the marks back to us.
 - Removes indemnification

We can use the marks in

- Providing our own public services
- Promoting the marks as a brand for Lexington
- Specifically includes:
 - Using on our stationery
 - Website
 - Uniforms/Employee Apparel
 - Badges
 - Signage
 - Public Works equipment
 - Sponsoring events and using the marks when promoting the event
- We can add to the nonexclusive list sending the agreement to VisitLex, so please do not hesitate to include other uses.

¹ Of course, the draft document is subject to negotiation with VisitLex.