

Trademark License Agreement

This Trademark License Agreement ("**Agreement**"), effective as of the date on the signature page ("**Effective Date**"), is by and between THE AMERICAN REVOLUTION 250 COMMISSION, a Virginia legislative commission ("Commission"), its successors and assigns, and the licensee entity named on the signature page below, its successors and assigns ("**Licensee**") (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS, Commission is the owner of the Licensed Marks (as defined below); and

WHEREAS, Licensee wishes to obtain, and Commission is willing to grant to Licensee, a license to use the Licensed Marks in connection with the Licensed Products (as defined below) in the Territory (as defined below) on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.

(a) Grant. Subject to this Agreement's terms and conditions, Commission hereby grants to Licensee during the Term (as defined below) a non-exclusive, non-transferable (except as provided in Section 10), non-sublicensable (except as provided in Section 1(b)) revocable license to use the trademarks covered by United States Trademark applications (and any subsequent registrations thereof) set forth on Schedule 1 ("**Licensed Marks**") solely in connection with programs designed to promote the 250th anniversary of the American Revolution or its time period, or to promote Licensee's support of the Commission, and advertising and promotion thereof and, if authorized by the Commission, the manufacture, promotion, advertising, distribution, and sale of products in the United States of America and its territories and possessions. No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Commission under this Section.

(b) Sublicensing. Upon prior written notice to Commission, Licensee may grant sublicenses under the license granted in Section 1(a) to (i) any current or future wholly-owned subsidiary of Licensee; and (ii) manufacturers, distributors, and other contractors solely for the purpose of providing services to Licensee or otherwise acting on Licensee's behalf. All sublicenses must: (A) be in writing and subject to and consistent with the applicable terms and conditions of this Agreement; (B) prohibit further sublicensing or assignment to a third party; and (C) terminate automatically effective as of the termination of this Agreement or, in the case of a wholly-owned subsidiary, the date the sublicensee ceases to be a wholly-owned subsidiary of Licensee. Licensee shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement. Any act or omission of a sublicensee that would be a material breach of this Agreement if performed by Licensee will be deemed to be a material breach by Licensee.

2. Use of the Licensed Marks.

(a) Compliance. Licensee shall ensure that all Licensed Products and all uses by Licensee and its sublicensees of the Licensed Marks, including in all advertising, marketing, and promotional materials used in connection with the Licensed Products, comply with:

(i) Commission's guidelines concerning the form and manner of presentation of the Licensed Marks, including Commission's requirements for use of notice symbols and legends;

(ii) Commission's specifications relating to the Licensed Products, including their design, manufacture, packaging, distribution, and sale, and Commission quality guidelines for services, and be of a quality equivalent to/consistent with the standards and reputation for quality symbolized by the Licensed Marks as of the Effective Date; and

(iii) all applicable laws and regulations.

(b) Inspections and Approvals. So Commission can ensure Licensee's compliance with Section 2(a), Licensee shall (i) permit, and shall require its sublicensees to permit, Commission (or its authorized representative), on reasonable notice and during normal business hours, and subject to reasonable confidentiality obligations, to inspect all facilities and records used in the Licensed Products' manufacture, packaging, distribution, or storage; and (ii) prior to each initial use of the Licensed Marks (whether for services or sponsorship or on Licensed Products) or any modification or variation to any such use, submit to Commission a representative sample of each such use for Commission's review and approval. If Commission identifies any violations during any such inspections, rejects any sample, or otherwise notifies Licensee of any non-compliance with the requirements of Section 2(a), Licensee shall not begin (or shall immediately halt) distribution of the affected Licensed Products or other materials bearing the Licensed Marks until Commission confirms in writing that Licensee has remedied any such non-compliance.

3. Ownership and Protection of the Licensed Marks.

(a) Acknowledgment. Licensee acknowledges and agrees that, as between the Parties, (i) Commission owns and will retain all right, title, and interest in and to the Licensed Marks; and (ii) all use by Licensee or any sublicensee of the Licensed Marks under this Agreement, and all goodwill accruing therefrom, will inure solely to the benefit of Commission, whether or not such use by Licensee is limited to the classes of goods and services for which Commission has filed applications for trademark registration. Licensee shall not dispute or challenge or assist any person or entity in disputing or challenging, Commission's rights in and to the Licensed Marks or the Licensed Marks' validity.

(b) Registration and Maintenance. Commission has the sole right, in its discretion and at its expense, to file, prosecute, and maintain all applications and

registrations for the Licensed Marks. Licensee shall provide, at the request of Commission and at Licensee's expense, all necessary assistance with such filing, maintenance, and prosecution.

(c) Enforcement. Licensee shall promptly notify Commission in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the Licensed Marks by any third party of which it becomes aware. Commission has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of, and retain any monetary recovery resulting from, any such action or proceeding (including any settlement). Licensee shall provide Commission with all assistance that Commission may reasonably request, at Licensee's expense, in connection with any such action or proceeding.

4. Consideration. The license granted to Licensee herein is royalty-free, but the Commission and Licensee agree that their mutual covenants and agreements herein are sufficient consideration to make this agreement binding upon each of them.

5. Confidentiality. Each Party acknowledges that in connection with this Agreement it may gain access to information that is treated as confidential by the other Party, including information about the other Party's business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information ("**Confidential Information**"). Each Party shall not disclose or use any Confidential Information of the other Party for any purpose other than as reasonably necessary to exercise its rights or perform its obligations under this Agreement.

6. Representations and Warranties.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate/organizational action of such Party; and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Commission Representations. Commission represents and warrants that to the best of its knowledge: (i) it is the sole and exclusive owner of all right, title, and interest in and to the Licensed Marks; and (ii) it is the record owner of any registrations and applications set forth on Schedule 1, and any such issued registrations are subsisting, and in full force and effect.

(c) Licensee Representations. Licensee represents and warrants that: (i) it has obtained all approvals, licenses, and certifications necessary to exercise its rights and perform its obligations under this Agreement; and (ii) it is not aware of any actual or

alleged violations of applicable law by Licensee relating in any way to its intended use of the Licensed Marks or, if applicable, to the manufacture, promotion, advertising, distribution, or sale of the Licensed Products.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, COMMISSION EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED MARKS, INCLUDING ANY WARRANTIES OF TITLE, INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMMISSION MAKES NO REPRESENTATION OR WARRANTY THAT ANY LICENSED MARK IS VALID OR THAT THE EXERCISE BY LICENSEE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT WILL NOT INFRINGE THE RIGHTS OF ANY PERSON.

7. Indemnification.

(a) Licensee shall indemnify, defend, and hold harmless Commission and Commission's members, affiliates, officers, directors, employees, agents, successors, and assigns (each, a "**Commission Indemnified Party**") against all losses, liabilities, claims, damages, actions, fines, penalties, expenses, or costs (including court costs and reasonable attorneys' fees) ("**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to: (i) Licensee's breach of this Agreement; or (ii) use of any trademarks, trade names, artwork, copyright, or other intellectual property rights by Licensee or any sublicensee under this Agreement, including any product liability claim and any claim of infringement, dilution, or other violation of any intellectual property rights relating to the use of any Licensed Mark, whether by itself or in combination with any other mark, design or image or relating to the manufacture, promotion, advertising, distribution, or sale of the Licensed Products by Licensee or any sublicensee.

(b) Indemnification Procedure. A Commission Indemnified Party (each, as applicable, an "**Indemnified Party**") shall promptly notify the Party from whom it is seeking indemnification ("**Indemnifying Party**") in writing of any Third-Party Claim for which it is entitled to indemnification under this Section. The Indemnifying Party shall control the investigation and defense of such Third-Party Claim and shall employ counsel reasonably acceptable to the Indemnified Party to handle and defend such Third-Party Claim, at the Indemnifying Party's expense. The Indemnified Party shall provide all assistance reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party shall not settle any such Third-Party Claim in a manner that adversely affects the rights of the Indemnified Party without the Indemnified Party's prior written consent. The Indemnified Party may participate in and observe the proceedings with counsel of its choice at its own cost and expense; or if the Indemnifying Party fails to timely or adequately act to defend a Third-Party Claim or to provide assurances that it will defend such claim, then the Indemnified Party may provide and control its own defense through its own counsel and subsequently seek full indemnification from the Indemnifying Party.

8. Limitation of Liability. EXCEPT FOR A PARTY'S LIABILITY FOR INDEMNIFICATION UNDER SECTION 7 OR A PARTY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THIS AGREEMENT OR USE OF THE LICENSED MARKS HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date and will continue in effect until July 1, 2032 unless terminated earlier in accordance with Section 9(b).

(b) Termination. Either Party may terminate this Agreement on written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice of such breach from the non-breaching Party provided, however, that in the case of a breach by Licensee under Section 11(k), Commission may terminate this Agreement immediately by notice and without any opportunity to cure by Licensee.

(c) Effect of Termination. Upon the expiration or termination of this Agreement or any Sell-Off Period expressly permitted under Section 9(d): (i) all rights and licenses granted under this Agreement and all sublicenses granted by Licensee will automatically and immediately terminate; (ii) Licensee shall immediately cease all use of the Licensed Marks and shall confirm in writing to Commission that all remaining inventory of Licensed Products and any advertising and promotional materials bearing the Licensed Marks has been destroyed; and (iii) each Party shall promptly return to the other Party, or at such other Party's option delete or destroy, all relevant records and materials in such Party's possession or control containing such other Party's Confidential Information. Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination. The parties' rights and obligations set forth in Section 3(a) (Acknowledgment), Section 4 (Consideration), Section 5 (Confidentiality), Section 6 (Representations and Warranties), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9(c) (Effect of Termination), Section 9(d) (Sell-Off Period), and Section 11 (General Provisions), and any right, obligation, or required performance of the Parties under this Agreement that, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

(d) Sell-Off Period. For a period of 180 days after the date of expiration or termination of this Agreement (other than termination by Commission pursuant to Section 9(b)) ("**Sell-Off Period**"), Licensee and its sublicensees will have the right to sell any Licensed Products in its or their inventory or in the process of manufacture as of the

date of expiration or termination, in each case, in accordance with this Agreement's terms and conditions, and provided that any royalty accruing on sales of such Licensed Products under Section 4(a) is paid to Commission within 90 days after the end of the Sell-Off Period.

10. Assignment. Licensee may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Commission's prior written consent, which consent Commission may not unreasonably withhold or delay, except that Licensee may make such an assignment, delegation, or other transfer, in whole or in part, without the Commission's consent: (a) to an affiliate wholly owned by Licensee or a majority of which affiliate is owned by an entity also owning a majority of Licensee, such that both are under the common control of such parent; or (b) in connection with the transfer or sale of all or substantially all of the business or assets of Licensee relating to this Agreement. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

11. General Provisions.

(a) Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the request of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(c) Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English, and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as specified in a notice given in accordance with this Section):

If to Commission: The American Revolution 250 Commission
Old City Hall, Suite 240
1001 E. Broad Street
Richmond, VA 23219
Cheryl Wilson, Executive Director
cwilson@va250.virginia.gov

If to Licensee: To any address furnished to the Commission by Licensee
in its application for a license

(d) Entire Agreement. This Agreement, including and together with any related exhibits and schedules, constitutes the sole and entire agreement of Commission and Licensee with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(e) No Third-Party Beneficiaries. Except for the right of Indemnified Parties to enforce their indemnification rights under Section 7, this Agreement solely benefits the Parties and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(f) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to any choice or conflict of laws or provisions thereof. The Parties hereby submit to the jurisdiction of, and waive any objections to venue in, the United States District Court for the Eastern District of Virginia or the Circuit Court of the City of Richmond, Virginia, in any action arising under this Agreement. Nothing in this Agreement shall be deemed to be a waiver by the Commission of any sovereign immunity or other sovereign rights of the Commonwealth of Virginia.

(i) Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(j) Cross Licensing. The Parties acknowledge that promotion and advertising of services or sponsorship by Licensee or the Licensed Products may bear both the Licensed Marks and other trademarks owned by Licensee or licensed to Licensee by third parties, provided that (i) the Licensed Marks are not partially obscured by or intertwined with any other marks or images, but are fully and independently visible at all times; (ii) Licensee has disclosed to Commission the exact marks or images (other than the Licensed Marks) which will appear on any promotion and advertising of services or sponsorship, or on Licensed Products; and (iii) the marks or images (other than the Licensed Marks) added by Licensee will not promote or advertise any political group or candidate, will not shock or offend any potential segment of the public or any group or class thereof, or reflect unfavorably upon Licensor or the Commonwealth or reduce the commercial value of Commission's trademark association with Licensee. Licensee represents and warrants that if it does not own the additional marks or images added to any promotion and advertising of services or sponsorship, or on the Licensed Products, that it is fully authorized to use such additional marks or images and will indemnify Commission as provided in Section 7 hereof for any claims related to such additional marks or images.

(k) Special Termination Provisions. Commission may, at its option, terminate this Agreement immediately upon written notice to Licensee, if during the Term: (a) Licensee or any of its senior executives or employees commits or is alleged to have committed any criminal act or other act involving moral turpitude, drugs, or felonious activities; (b) Licensee or any of its senior executives or employees commits any act or becomes involved in any situation or occurrence which brings Licensee into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the public or any group or class thereof, or which reflects unfavorably upon the Commission or the Commonwealth or reduces the commercial value of Commission's trademark association with Licensee; (c) information becomes public about how Licensee's past conduct reflects behavior described in (a) or (b); (d) Licensee becomes involved or associated with an event or circumstance caused by others closely associated with Licensee (other than Commission) which reflects unfavorably upon Commission or reduces the commercial value of Commission's trademark association with Licensee; or (e) Licensee takes any action (other than legal action or arbitration arising out of this Agreement) or makes or authorizes statements deemed by the Commission to be in derogation of Commission or its products and such actions or statements become public during the

Term. Any of the acts described above will be deemed a material breach of the Agreement and grounds for immediate termination by Commission without any cure opportunity.

(1) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Execution may be effected by delivery of facsimiles, PDF data files or other scanned/electronic files of signature pages and such facsimiles, PDF data files or other scanned/electronic files or signatures will be deemed to be originals for all purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

AMERICAN REVOLUTION 250
COMMISSION

By _____
Name:
Title:

[LICENSEE NAME]

By _____
Name:
Title:

[Names and signatures can be inserted electronically in any webpage or license application to which this License Agreement is connected.]

SCHEDULE 1

Licensed Marks

The Commission owns the following trademarks:

- 1. Serial no. 98376910, U.S. Reg. 7,608,198 (Cl. 35 tourism services and Cl. 41 educational services)**



- 2. Serial no. 98376912 (Cl. 35 tourism services and Cl. 41 educational services; Cl. 25 clothing to be divided into a separate application)**



- 3. Serial no. 98376914, U.S. Reg. 7,676,038 (Cl. 35 tourism services and Cl. 41 educational services)**

VIRGINIA'S HISTORY IS
AMERICA'S STORY

- 4. Serial no. 98376916, U.S. Reg. 7,608,199 (Cl. 35 tourism services and Cl. 41 educational services)**



5. Serial No. 99030177 (Cl. 35 tourism services and Cl. 41 educational services)
AMERICA, MADE IN VIRGINIA

6. Serial No. 99030193 (Cl. 35 tourism services and Cl. 41 educational services)
AMERICA, WELCOME HOME

7. Serial No. 99030184 (Cl. 35 tourism services and Cl. 41 educational services)
TAKE AMERICA'S JOURNEY IN VIRGINIA

8. Serial No. 99030920 (Cl. 25 clothing)
AMERICA, MADE IN VIRGINIA

9. Serial No. 99030936 (Cl. 25 clothing)
AMERICA, WELCOME HOME

10. Serial No. 99030930 (Cl. 25 clothing)
TAKE AMERICA'S JOURNEY IN VIRGINIA