



Dallas Center-Grimes Community School District

TRADEMARK LICENSE AGREEMENT – NON-AFFILIATED

This agreement (the "Agreement") is made this _____ day of _____ 20__ (the "Effective Date") by and between Dallas Center-Grimes Community School District, an Iowa school district with its principal offices at 2405 W 1st Street - Grimes, IA 50111 ("DCG CSD") and _____ ("LICENSEE").

WHEREAS, DCG CSD, is the sole and exclusive owner of the trademarks, common law trademarks, service marks, trade dress, trade names, and other identifiers of source or origin and all variations or acronyms of any of the foregoing, including all registrations and applications for registration thereof, any common law rights, and any trademarks confusingly similar thereto or dilutive thereof identified in **Exhibit A** (the "Licensed Marks");

WHEREAS, LICENSEE desires to use the Licensed Marks in commerce; and

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein, and intending to be legally bound, DCG CSD and LICENSEE (each a "Party," collectively the "Parties") hereby agree as follows:

TERMS OF AGREEMENT

1. Grant of License

1.1. Use. Subject to the terms and conditions stated herein, DCG CSD hereby grants to LICENSEE, and LICENSEE hereby accepts a limited non-exclusive, non-assignable, non-transferable, and non-sublicensable license to use the Licensed Marks in connection with the design, manufacture, sale, offering for sale, advertising, promotion and distribution (hereinafter "Commercialize" or "Commercialization") of goods and services bearing the Licensed Marks.

1.2. Term and Termination. The Agreement shall commence on the Effective Date and terminate after one (1) year. The Term shall be automatically extended for successive one (1) year terms ("Renewal Terms") upon expiration of the Initial Term or any subsequent Renewal Term. Notwithstanding this provision, either Party may terminate this Agreement upon thirty (30)

days written notice without cause and upon seven (7) days written notice for any default that remains uncured during the seven (7) day notice period.

2. Ownership

2.1. General. LICENSEE acknowledges the value and goodwill associated with the Licensed Marks and agrees that its Commercialization will be in a manner designed to protect and enhance the reputation and integrity of the Licensed Marks.

2.2. Ownership of Licensed Marks LICENSEE acknowledges it is not acquiring any ownership, title, rights, interest of benefit, in or to the Licensed Marks other than the limited rights granted in this Agreement. LICENSEE acknowledges DCG CSD is the sole and exclusive owner of the Licensed Marks in all variations and the goodwill pertaining thereto, including the registrations applications for registration and any trademarks confusingly similar thereto and DCG CSD has priority of use for the Licensed Marks and any designs associated with the Licensed Marks, and that all rights, including any ownership interests, accruing from use by LICENSEE accrue exclusively to DCG CSD. To this end, LICENSEE agrees to cooperate fully and in good faith with DCG CSD for the purpose of securing, preserving and protecting DCG CSD's rights, as applicable, in and to the Licensed Marks. LICENSEE further agrees never to challenge, contest, or question the validity of DCG CSD's ownership of the Licensed Marks or any registrations thereof by DCG CSD.

2.3 No Adaptation. LICENSEE shall make no other use of any Licensed Marks except in the form as authorized through such prior written approval by DCG CSD and/or the third party designated by DCG CSD. LICENSEE shall likewise have no right to combine the Licensed Marks or use the Licensed Marks in combination with any other trademarks, designs or logos in any manner unless pre-approved in writing by DCG CSD. LICENSEE shall not adopt or use any mark, logo, insignia, design, trade name, corporate name, or URL/domain name that is, or is likely to be, confusingly similar to or could cause deception or mistake with respect to any of the Licensed Marks. LICENSEE will not use the Licensed Marks in any way that violates DCG CSD policies, local, state, or federal law or otherwise puts DCG CSD in a negative light.

2.4 Payment. In consideration of the grant of a license, LICENSEE shall pay an annual license fee in the amount of fifty dollars (\$50.00) (the "License Fee"). The License Fee shall be due upon the Effective Date of this Agreement. The License Fee is nonrefundable.

3. Quality Control.

3.1 Quality Standards. In order to preserve the reputation and integrity of the Licensed Marks and the goodwill and value pertaining thereto, LICENSEE agrees that all goods and services offered in conjunction with the Licensed Marks, as well as any advertising or promotion thereof shall be of a high standard and quality and shall conform to standards set by DCG CSD. LICENSEE agrees to submit in advance of its use all advertising and promotional materials, as well as goods bearing or sold exhibiting the Licensed Marks and any other documents which

may permit DCG CSD to determine whether the use of the Licensed Marks on the goods and services meet the standards, specifications, and directions approved by DCG CSD. DCG CSD reserves all rights to object to any advertising or promotional materials and upon notice of said objection LICENSEE will stop production immediately.

3.2 Responsibility for Inventory. LICENSEE will be solely responsible for and assume all costs and liabilities related to the quality of the goods and services bearing the Licensed Marks and conformance of use of the Licensed Marks with all applicable laws, rules, regulations, standards, and DCG CSD policies related to marketing, production, distribution, copyright, and trademark. LICENSEE will be solely responsible for the payment and discharge of any taxes or duties relating to any transactions of LICENSEE in connection with the manufacture, use, or distribution of good and services containing the Licensed Marks.

3.3 Injury to Mark. LICENSEE shall not use the Licensed Marks in any manner that would have a tendency to dilute, disparage, denigrate, or otherwise diminish the value, the goodwill or the reputation associated with DCG CSD and/or the Licensed Marks as may be determined by DCG CSD in its sole discretion, or which dilutes, disparages denigrates or otherwise diminishes the value of the Licensed Marks. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the production, distribution, sale, and advertising of goods using DCG CSD Licensed Marks.

3.4 Proper Designation. LICENSEE agrees to comply with any requirements established by DCG CSD concerning the style, design, display and use of the Licensed Marks; to correctly use the Licensed Marks symbol TM or registration symbol ® with every use of the mark, to use the registration symbol ® upon receiving notice of registration of the Licensed Marks from DCG CSD and to submit in advance of its use all advertising copy, labels, stickers or packaging to DCG CSD for pre-approval.

4. Effect of Termination

4.1 Termination For Cause. In the event of termination of this Agreement for cause, LICENSEE shall immediately discontinue using the Licensed Marks in manufacturing, production, advertising, and promotion of inventory and all sales of goods and services bearing the Licensed Marks must stop.

4.2 Termination Without Cause. In the event of termination of this Agreement without cause, LICENSEE must immediately discontinue using the Licensed Marks in the production of inventory, provided LICENSEE may continue to sell their existing inventories for a period of three hundred and sixty-five (365) days following the termination. Upon the sale of all existing inventory or three hundred and sixty-five (365) days following termination of this Agreement, whichever occurs first, LICENSEE shall immediately cease using the Licensed Marks.

5. Indemnification. LICENSEE agrees to indemnify, hold harmless and defend DCG CSD from all costs, expenses, claims or damages arising on account of any injury or damage to any person or property arising out of or in connection with (i) the LICENSEE's use or alteration of the Licensed Marks, (ii) the LICENSEE's production, manufacture, sale, use, workmanship, material

or design of inventory bearing the Licensed Marks, (iii) the LICENSEE's act or omission, (iv) the LICENSEE's breach of this Agreement, or (v) the LICENSEE's failure to comply with applicable law. DCG CSD shall have the right to approve any counsel chosen to defend the DCG CSD. LICENSEE's obligation to indemnify shall not apply to claims alleging copyright or trademark infringement by the Licensed Marks, or unfair competition arising out of LICENSEE's use of Licensed Marks in accordance with this Agreement.

6. Disclaimer of Warranty. DCG CSD MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING OUT OF THE LICENSED MARKS OR THIS AGREEMENT. THE LICENSED MARKS ARE PROVIDED "AS IS," AND DCG CSD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ALL OTHER WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, USAGE OF THE TRADE OR CUSTOM. DCG CSD SHALL NOT BE RESPONSIBLE FOR LOSSES RESULTING FROM IMPROPER USE OF LICENSED MARKS BY LICENSEE. DCG CSD MAKES NO WARRANTY THAT DISTRICT MARKS ARE SUITABLE FOR USE BY LICENSEE. LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF LICENSED MARKS. LICENSEE WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DCG CSD TO ANY THIRD PARTY.

7. Remedies in the Event of Breach. LICENSEE hereby recognizes that irreparable harm will result to DCG CSD in the event of a breach by LICENSEE of any of the provisions contained in this Agreement. As such, in the event of breach of any of the provisions contained herein, DCG CSD will be entitled to enjoin and restrain LICENSEE from any continued violation. LICENSEE must reimburse and indemnify DCG CSD from actual losses incurred as a result of LICENSEE's breach, including DCG CSD's reasonable attorneys' fees, expenses, and costs that were reasonably incurred as a proximate result of LICENSEE's breach. The remedies contained in this Section must be in addition to, not in lieu of, any action for damages and/or any other remedy DCG CSD may have for breach of any part of this Agreement, or which may be available to DCG CSD at law or in equity.

8. Severability. The parties agree that if a dispute between the parties arises out of this Agreement, they would want the court to interpret this Agreement as follows: (i) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this Agreement will remain in effect; (iii) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (iv) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire agreement unenforceable.

9. Notice. For a notice under this Agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if

the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

DCG CSD:

Dallas Center-Grimes Community
School District
Attn: Superintendent
2405 W 1st Street
PO Box 680
Grimes, IA 50111

LICENSEE:

10. No Assignment. LICENSEE shall not transfer to any other person (i) any discretion granted under this Agreement, (ii) any right under this Agreement, (iii) any remedy under this Agreement, or (iv) any obligation imposed under this Agreement.

11. Modification. No amendment of this Agreement will be effective unless it is in writing and signed by both parties.

12. Waiver. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

13. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules, and each party submits to the exclusive jurisdiction of the courts in the Southern District of Iowa.

14. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties, both written and/or oral, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing and signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed on the dates specified below whereupon it enters into full force and effect in accordance with its terms.

Dallas Center-Grimes Community School District, Licensor

Dated: _____

By: _____

Name: _____

Title: _____

_____, Licensee

Dated: _____

By: _____

Name: _____

Title: _____