

TRADEMARK LICENSE AGREEMENT — NON-AFFILIATED

This agreement (the "Agreement") is made this day of 20 (the "Effective Date") by and between
Waukee Community School District, an Iowa school district with its principal offices at 5060 SE University, Waukee, Iowa,
50263 ("WCSD") and("LICENSEE ").
WHEREAS, WCSD, is the sole and exclusive owner of the trademarks identified in attached Schedule A ("WCSD Trademarks");
WHEREAS, LICENSEE desires to use the WCSD Trademarks mark in commerce; and
NOW, THEREFORE, in consideration of the premises, mutual promises, and coverants cover
TERMS OF AGREEM ^F (1

1. Definitions.

- 1.2. The term "Licensed Mark(s)" shall fer to the VCSD Trademark(s) together with any corresponding trademark applications and commodaw rights. Luch marks. From time to time, WCSD may modify, amend and add additional VCSD Trademarks at its sole discretion, and such marks will be incorporated herein under the term vensee larks.
- 1.3. The term ory" small recan the United States.

2. Grant of Lice e

- 2.1. **Use.** CSC Leby gran to LICENSEE, and LICENSEE hereby accepts a non-exclusive, non-assignable, non-transferable, and resublicensable license and right to Commercialize products utilizing the Licensed Marks solely: (a) in the interiory and (b) as expressly permitted in this Agreement.
- 2.2. **Term and Termination.** The initial term of this Agreement shall continue in force for one (1) year from the Effective Date. 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 for any reason and upon seven (7) days written notice for any default that remains uncured during the seven (7) day notice period.

3. Ownership

3.1. **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 each Licensed Mark.

- 3.2. Licensed Marks Ownership. LICENSEE acknowledges WCSD is the sole and exclusive owner of the Licensed Marks and the goodwill pertaining thereto, and WCSD has priority of use for the Licensed Mark and any designs associated with the Licensed Marks, and that all rights, including any ownership interests, accruing from use by LICENSEE accrue exclusively to WCSD. To this end, LICENSEE agrees to cooperate fully and in good faith with WCSD for the purpose of securing, preserving and protecting WCSD's rights, as applicable, in and to the Licensed Marks. LICENSEE further agrees never to challenge, contest, or question the validity of WCSD's ownership of the Mark or any registrations thereof by WCSD.
- 3.3. **No Adaptation.** LICENSEE shall make no other use of any Licensed Marks except in the form as authorized through such prior written approval by WCSD and/or the third party designated by WCSD. 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 WCSD. 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 a way that

4. Quality Control.

- 4.1. Quality Standards. In order to preserve the reputation and in a rity of License Marks and the goodwill and value pertaining thereto, LICENSEE agrees that all purely ucts continues offered in or p. notion thereof shall be of a high conjunction with the Licensed Marks, as well as any advantage standard and quality and shall conform to standards to by We LICE. IE agrees to submit in advance of its use all advertising and promotional materials well as god bearing or sold under the Licensed Marks and any other documents which may permit was to determine whether the goods and services ations, and trademark use to meet the standards, ections approved by Licensor, WCSD reserves all rights to object to any adverting or pi otiona aterials and upon notice of said objection LICENSEE will stop production imme
- 4.2. **Injury to Mark.** LICENSEE shall not the Licenship Marks in any manner that would have a tendency to dilute, disparage, denigrate or otherwindiminish the value, the goodwill or the reputation associated with WCSD and/or the highest harks at the parages de grates of the rwise diminishes the value of the Licensed Marks. LICENSEE shall comply with applicable last and equilations and obtain all appropriate governmental approvals pertaining to the production distribution, sale, and advertising of goods using WCSD Licensed Marks.
- 4.3. **Prop Derivation:** LIC ISEE agrees to comply with any requirements established by WCSD concerning the style, design, displaying use of the Mark; to correctly use the trademark symbol TM or registration symbol * with every 2 of the mark, to use the registration symbol * upon receiving notice of registration of the mark in CSD and to submit in advance of its use all advertising copy, labels, stickers or packaging to WCSD for pre-approval.

5. Royalties

In consideration for this license, Licensee agrees to pay to WCSD a royalty of 10% of all Revenues received by LICENSEE for the sale of goods and services offered under the Licensed Marks, payable Quarterly on the following dates: January 15, April 15, July 15, and October 15. "Revenues" shall not include deductions made from freight, uncollectible accounts, and costs incurred in the manufacture of such products.

6. **Termination**

Upon termination, LICENSEE may continue to sell existing inventory until existing inventory is sold, but not for a period exceeding six (6) months. After sale of such existing inventory, or six (6) months, (whichever occurs first),

LICENSEE shall immediately stop using WCSD Marks.

7. <u>Disclaimer of Warranty</u>

WCSD MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING OUT OF THE TRADEMARKS OR THIS AGREEMENT. THE TRADEMARKS ARE PROVIDED "AS IS," AND WCSD 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, UASAGE OF THE TRADE OR CUSTOM.

8. Survivability

If any section, subsection or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other section or provision and such invalid section or provision shall be deemed to be severed from the Agreement.

9. **Entire Agreement**

This Agreement constitutes the entire understanding of the Parties, and revoke and so ersedes all prior agreements between the parties, both written and/or oral, and is it ended as fine expression of their Agreement. It shall not be modified or amended except in writing and ended by a Partie erector and specifically referring to this Agreement. This Agreement shall take precedence over an entire entire which may be in conflict therewith.

10. 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 laws of the courts in the Southern District of Iowa.

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IN WITNESS WHEREOF, the Parties, through duly a prized representatives, have caused this Agreement to be executed on the dates specified below whereup denters to full force and effect in accordance with its terms.

Waukee Community Scho t, Licenso

Dated:		By:
	, Licensee	
Dated:		Ву:
		Name:
		Title: