

LICENSE AGREEMENT

This Trademark License Agreement (hereinafter "Agreement") is made and entered into effective as of _____ (hereinafter "Effective Date"), by and between Liberty School District (hereinafter "Licensor"), and _____ (hereinafter "Licensee"), with Licensor and Licensee collectively referred to as "the parties" as used herein.

RECITALS

WHEREAS, Licensor has adopted and is the owner of the trademarks identified and set forth on Schedule A attached hereto (hereinafter "Trademarks"); and

WHEREAS, Licensee desires to use one of more of the Trademarks in connection with apparel, sporting goods, etc. "hereinafter "Licensed Products"; and

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

SECTION 1 GRANT OF LICENSE

1.1 - Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Trademarks in connection with apparel, sporting goods, etc. Licensee shall make no other use of the Trademarks.

1.2 - Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademarks.

SECTION 2 COMPENSATION

2.1 - Royalty Amount. In consideration for the license granted under this Agreement, Licensee agrees to pay to Licensor a royalty in the amount of two percent (2%) of the Licensee's Net Sales. "Net Sales" shall mean Licensee's gross sales of Licensed Products, less all discounts and allowances actually given and, further, less any *bona fide* returns.

2.2 - Inspections. For the sole purpose of verifying Net Sales payable to Licensor of the Licensed Product hereunder and upon written notice to Licensee, Licensor or its authorized representative shall have the right upon thirty (30) days written notice to Licensee, but not more than once per year, to conduct a reasonable inspection of the books and records of Licensee. Such inspection shall be conducted on Licensee's premises, during normal business hours and pursuant to mutually agreed upon confidentiality restrictions, in such a manner as to minimize disruption to Licensee. The cost and expense of such audit shall be paid by Licensor.

OWNERSHIP OF THE TRADEMARKS

2.2 - Ownership Rights. Licensee acknowledges that Licensor owns the Trademarks and all rights therein, including but not limited to copyrights in any logos, and that nothing in this Agreement shall give Licensee any right, title, or interest in or to the Trademarks other than pursuant to the license granted hereby.

2.3 - Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done, any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademarks or any registrations derived from such rights.

2.4 - Other Trademarks. Notwithstanding the license granted herein by this Agreement and any of the provisions hereof, no rights or licenses are granted to Licensee with respect to any other trademarks, service marks, or trade names not listed on Schedule A attached hereto.

SECTION 3 LICENSOR'S CONTROL

3.1 - Quality Control. In order to properly protect and preserve Licensor's rights in the Trademarks, Licensee understands, acknowledges, and agrees that prior to the first date of Licensee's use of the Trademarks in connection with Licensee's Licensed Products, Licensee shall obtain Licensor's approval of all aspects of such use; and once Licensee's use of the Trademarks in connection with Licensee's Licensed Products is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change.

3.2 - Samples. Licensee shall deliver to Licensor, upon Licensor's reasonable request and without charge to Licensor, representative samples of advertisements, publications, labels, goods, and the like, containing the Trademarks to enable Licensor to ensure that such Trademarks are used only in a manner in accordance with this Agreement.

3.3 - Business Activity. Licensee is not authorized, without the prior written approval of Licensor, to use the Trademarks in connection with any business activity or products not specifically licensed in this Agreement.

SECTION 4 USE OF THE TRADEMARKS

4.1 - Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademarks, and Licensee shall only use or display the Trademarks in a format approved by Licensor.

4.2 - Proper Notice and Acknowledgement. Every use of the Trademarks by Licensee shall incorporate, in an appropriate manner, a "TM" to indicate its use as a trademark.

4.3 - Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all

rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee that is not expressly permitted by this Agreement.

SECTION 5 TERM AND TERMINATION

5.1 - Term. The term of this Agreement shall be for the period of one year, provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective sixty (60) days after the date such notice is given.

5.2 - Termination for Cause. Notwithstanding the provisions of the above Article of this Agreement regarding Term, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademarks, shall automatically terminate without notice from Licensor if Licensee attempts to assign, sublicense, transfer, or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; Licensee fails to obtain Licensor's approval of Licensee's use of the Trademarks in accordance with Section 3 of this Agreement; Licensee uses the Trademarks in a manner in violation of, or otherwise inconsistent with, the restriction imposed by on in connection with Section 4 of this Agreement; or Licensee uses the Trademarks in a manner not expressly permitted by this Agreement.

5.3 - Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademarks, shall expire upon termination of this Agreement, and upon termination, Licensee shall immediately cease and desist from all further use of the Trademarks.

SECTION 6 PROTECTION

6.1 - Infringement. Licensee shall promptly notify Licensor of any and all infringements, imitations, simulations, or other illegal use of misuse of the Trademarks that comes to the Licensee's attention. As the sole owner of the Trademarks, Licensor shall determine whether to take any action to prevent the infringement, imitation, simulation, or other illegal use or misuse of the Trademarks.

6.2 - Assistance. Licensee shall render Licensor all reasonable assistance in connection with any matter pertaining to the protection, enforcement, or infringement of the Trademarks used by Licensee, whether in the courts, administrative agencies, or otherwise.

SECTION 7 NEW TRADEMARKS

7.1 - Developing Trademarks. Should Licensee desire to develop a new trademark using any of the Trademarks in any form other than those listed in Schedule A, Licensee must first

consult with and obtain the written approval of Licensor, which may be withheld in its sole discretion.

SECTION 8 INDEMNIFICATION

8.1 - Indemnification and Liability. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

SECTION 9 MISCELLANEOUS

9.1 - Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent.

9.2 - Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Missouri.

9.3 - Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

9.4 - Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties.

9.5 - Waivers. The waiver or either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

9.6 - Disclaimer of Agency, Partnership, and Joint Venture. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever, and neither party shall have authority or power to bind the other party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

9.7 - Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particularly invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

9.8 - Notice. Any notice, instruction, direction, demand, or other communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by facsimile transmission, or by registered or prepaid certified mail through the United States Postal Service, return receipt requested, to the following addresses:

If to Licensor:

If to Licensee:

9.9 - Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

9.10 - Sections, Articles, and Other Headings. The sections, articles, and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

LIBERTY SCHOOL DISTRICT

[LICENSEE NAME]

By: _____
Name: *[Signatory Name]*
Title: *[Signatory Title]*

By: _____
Name: *[Signatory Name]*
Title: *[Signatory Title]*

SCHEDULE A

TRADEMARKS

The word marks “LIBERTY HIGH SCHOOL BLUE JAYS” or “LIBERTY NORTH HIGH SCHOOL EAGLES”.

The stylized logo shown below: