OLENTANGY SCHOOLS℠

TRADEMARK LICENSE AGREEMENT -AFFILIATED

This agreement (the "Agreement") is made this_____day of _____20__ (the "Effective Date") by and between Olentangy Local School District, an Ohio school district with its principal offices at 7840 GraphicsWay, Lewis Center, Ohio, 43035 ("OLSD/Olentangy Schools") and

_____

_____("LICENSEE ").

WHEREAS, Olentangy Schools, is the sole and exclusive owner of the OLSD service marks;

WHEREAS, LICENSEE desires to use the Olentangy Schools Trademarks mark in commerce; and

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

TERMS OF AGREEMENT

1. Definitions.

1.1 The terms **"Commercialize"** and **"Commercialization"** shall mean the manufacture, use, sale, offering for sale, advertising, distribution or other commercialization of goods or services.

1.2 The term **"Licensed Mark(s)"** shall refer to the OLSD Trademark(s) together with any corresponding trademark applications and common law rightsin such marks. From time to time, OLSD may modify, amend and add additionalOLSD Trademarks at its sole discretion, and such marks will be incorporated herein under the term Licensed Marks.

1.3 The term **"Territory"** shall mean the United States.

2. License Grant.

2.1 Use. OLSD hereby grants to LICENSEE a royalty-free, non-exclusive, non-assignable, non-transferable, and non-sublicensable license and right to Commercialize products utilizing the Licensed Marks solely: (a) in the Territory and (b) as expressly permitted in this Agreement.

2.2 Term. The initial term of this Agreement shall expire three (3) years 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.

3. Ownership.

3.1 General. LICENSEE acknowledges the value and goodwill associatedwith 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 OLSD is the sole and exclusive owner of the Licensed Marks and the goodwill pertaining thereto, and OLSD 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 OLSD. To this end,LICENSEE agrees to cooperate fully and in good faith with OLSD for the purpose of securing, preserving and protecting OLSD's rights, as applicable, in and to the Licensed Marks. LICENSEE further agrees never to challenge, contest or question the validity of OLSD's ownership of the Mark or any registrations thereof by OLSD.

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 OLSD and/or the third party designated by OLSD. LICENSEE shall likewise have no right to combine the Licensed Marks or use the Licensed Marks in combinationwith any other trademarks, designs or logos in any manner unless pre-approved inwriting by OLSD. 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.

4. Quality Control.

4.1 Quality Standards. In order to preserve the reputation and integrity ofthe Licensed Marks and the goodwill and value pertaining thereto, LICENSEE agrees that all products 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. LICENSEE agrees to submit in advance of its use all advertising and promotional materials, as well as goods bearing or sold under the Licensed Marks and any other documents which may permit OLSD to determine whether the goods and services and trademark uses meet the standards, specifications and directions approved by Licensor.

4.2 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 OLSD and/or theLicensed Marks as may be determined by OLSD in its sole discretion, or which dilutes, disparages denigrates or otherwise diminishes the value of the Licensed Marks.

4.3 Proper Designation: LICENSEE agrees to comply with any requirements established by OLSD concerning the style, design, display and use of the Mark; to correctly use the service mark symbol SM with every use of the mark, and to submit in advance of its use all advertising copy, labels, stickers or packaging to OLSD for pre-approval.

5. Termination: Upon termination, LICENSEE may continue to sell existing inventory, and after sale of such existing inventory LRG shall stop using the School's Marks.

6. Disclaimer of Warranty. OLSD MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO ORARISING OUT OF THE SERVICE MARKS OR THIS AGREEMENT. THE SERVICE MARKS ARE PROVIDED "AS IS," AND OLSD 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.

7. 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 orprovision shall be deemed to be severed from the Agreement.

8. 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. Itshall 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.

9. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, excluding its choice of law rules, andeach Party submits to the exclusive jurisdiction of the courts in Delaware County, Ohio.

EXECUTION

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 withits terms.

Olentangy Local School District, Licensor

Dated: _____

By:_____

Name:_____

Title:_____

_____, Licensee

Dated:_____

By:_____

Name:_____

Title:_____