

## LICENSE AGREEMENT

This License Agreement (hereinafter “Agreement”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (hereinafter “Effective Date”), by and between Valley Center Unified School District No. 262, Sedgwick County, state of Kansas (hereinafter “Licensor”) and \* (hereinafter “Licensee”). Licensor and Licensee are sometimes referred to herein as “the parties”.

### 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 the printing and sale of apparel, headwear, sporting goods, and other merchandise (hereinafter “Licensed Products”).

**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 the License Products. 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. Licensee shall have no right to sublicense any rights in the Trademarks or rights under this Agreement and may not grant permission to third parties (including federal programs or organizations) to use the Trademark(s) and/or any rights granted under this Agreement without the express written consent of Licensor.

### SECTION 2 COMPENSATION

Provided Licensee is not in default or breach of this Agreement, Licensee will not be required to pay to Licensor a royalty for the use of the Trademark or sale of Licensed Products.

### SECTION 3 OWNERSHIP OF THE TRADEMARKS

**3.1 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.

**3.2 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.

**3.3 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. Licensee agrees it will not use Georgia Institute of Technology ("Georgia Tech") Trademark(s), the Buzz mascot or such marks, logos and images owned by Georgia Tech. The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology ("Georgia Tech") owns the BUZZ Design and Word marks, pursuant to Federal Registration Nos. 1,456,921 (design) and 1,515,501 (word).

#### **SECTION 4 LICENSOR'S CONTROL**

**4.1 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.

**4.2 Samples.** Licensee shall deliver to Licensor, upon Licensor's reasonable request, without charge to Licensor and prior to any use, representative samples of advertisements, publications, labels, goods, Licensed Products 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. Licensee shall, before it sells or distributes any of the Licensed Products, furnish to Licensor, free of cost, for its approval, a sample of each Licensed Products.

**4.2 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. Licensee shall use the Trademark(s) in such a way as to preserve the integrity, character, and dignity of Licensor. Licensed Products should be of high quality in design, material, and workmanship. Licensee shall not reference alcohol, drugs, or tobacco related products in conjunction with its use of the Trademark(s).

#### **SECTION 5 USE OF THE TRADEMARKS**

**5.1 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.

**5.2 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.

**5.3 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 6 TERM AND TERMINATION**

**6.1 Term.** The term of this Agreement shall be for the period of One (1) 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 thirty (30) days after the date such notice is given.

**6.2 Termination for Cause.** Notwithstanding the provisions of the foregoing section 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 this Agreement; Licensee uses the Trademarks in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by this Agreement; or Licensee uses the Trademarks in a manner not expressly permitted by this Agreement. Either party may immediately terminate this Agreement for fraud, willful misconduct, or illegal conduct of the other party upon written notice of same to that other party.

**6.3 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 and shall cease all sales and marketing of Licensed Product, and shall no longer have any rights therein.

## **SECTION 7 PROTECTION**

**7.1 Infringement.** Licensee shall promptly notify Licensor of any and all infringements, imitations, simulations, or other illegal use or 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.

**7.2 Assistance.** Licensee shall render to 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 8 NEW TRADEMARKS**

Should Licensee desire to develop a new trademark or design 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 approval may be withheld in its sole discretion.

## **SECTION 9 INDEMNIFICATION**

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 any attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations hereunder.

## **SECTION 10 MISCELLANEOUS**

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

### **10.2 Applicable Law and Venue.**

**10.2.1 Choice of Law.** This Agreement shall be deemed to have been entered into in the State of Kansas, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereof, shall be governed by and resolved in accordance with the internal laws of the State of Kansas, including, without limitation, the statute of limitations.

**10.2.2 Choice of Venue.** All disputes arising under this Agreement shall be submitted to the Kansas State Court for the County of Sedgwick which shall have subject matter jurisdiction over the claim or controversy or to the United States District Court for the District of Kansas, sitting in Wichita, Kansas. License and Licensor expressly consent to the exercise of personal jurisdiction by the Sedgwick County, Kansas State Court or by the United States District Court for the District of Kansas, sitting in Wichita, Kansas, and expressly consent to service of process by either certified mail or registered mail and waive any objections to venue.

**10.3 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.

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

**10.5 Waiver.** The waiver by 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.

**10.6 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 authorize the employees of one party to act as an agent 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.

**10.7 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 invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

**10.8 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:

**10.9 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.

**10.10 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.

\_\_\_\_\_

Licensor

\_\_\_\_\_

Licensee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE A**

### **TRADEMARKS**

**The word marks:** Valley, Valley Center, Hornets, and any combination of these words.

**The stylized logo(s) shown below:** See attachment to email