

TRADEMARK LICENSE AGREEMENT – B2V

This Trademark License Agreement ("Agreement") is made effective on the ____ of ____, 20__ ("Effective Date") by and between the Los Angeles Police Revolver and Athletic Club, with its principal place of business at 1800 North Academy Drive, Los Angeles, California 90012 ("Licensor"), and the following: _____, ("Licensee").

A. Licensor owns various trademarks and has valuable common law rights and associated goodwill in and to the trademarks and trade names associated with the names and marks LOS ANGELES POLICE DEPARTMENT, LAPD, the LAPD Badge, LOS ANGELES POLICE ACADEMY, and the LOS ANGELES POLICE REVOLVER & ATHLETIC CLUB (such marks are collectively referred to herein as the "Marks"), as well as common law rights in such marks which are used in connection with Licensor's promotional activities, and in connection with the sale of merchandise, products and services related thereto;

B. Licensee desires to license the right to use the Mark _____ in connection with the following project: the production and sale of _____, which are not to be offered for commercial sales to the public (the "Licensed Project");

C. Licensor has agreed to grant to Licensee license to use the Marks in connection with the production and distribution of the Licensed Projects as set forth herein.

TERMS AND CONDITIONS

1. Grant of License and Term. Licensor hereby grants to Licensee a non-exclusive, royalty free license in the United States to reproduce the Marks only on team t-shirts or other items not offered for commercial sale to the public for the _____ annual Baker to Vegas footrace. Such Licensed Products may be produced and sold internally by the team to raise money for its team members, support staff and family members. Such Licensed Products may not be sold in Las Vegas, Baker, Pahrump or Shashone one (1) week prior to the race event weekend or at any time during the race event weekend.

2. Quality Control. Licensee shall submit to Licensor a sample of the specific use of the Marks in the Project, which shall be appended hereto as **Exhibit A**. Should Licensee fail to provide Licensor which the sample, then the Licensed Project will be deemed disapproved by Licensor. The parties shall negotiate in good faith to resolve any quality control issues of which Licensor may notify Licensee.

3. Termination. Either Party may terminate this Agreement if the other Party is in breach of any material term obligation hereunder, and fails to cure such breach upon thirty (30) days written notice of the breach.

4. Effect of Termination and Survival of Obligations. Upon and after termination of this Agreement, all rights granted to Licensee hereunder shall forthwith revert to Licensor, and Licensee will refrain from further use of the Marks in connection with the development, production, distribution of the Licensed Project or any other use of the Marks.

5. Intellectual Property Rights. Licensee acknowledges and agrees that the Marks, all goodwill pertaining thereto, and all rights, registrations, applications and entitlement thereto, and all extensions thereof, are and shall remain the sole and exclusive property of Licensor.

6. Assignment. Licensee may not assign or sublicense any of its rights or obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of the parties.

LICENSOR; _____

LICENSEE; _____

By: _____

By: _____

Print Name and Title: _____

Print Name and Title: _____

Date: _____

Date: _____

Phone Number: _____