

**TRADEMARK LICENSE AGREEMENT – B2V TEAMS**

This Trademark License Agreement ("Agreement") is made effective on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("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 Baker to Vegas running team called \_\_\_\_\_, ("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 REVOLVER AND ATHLETIC CLUB, LAPRAAC, the Rattlesnake Design, BAKER TO VEGAS, CHALLENGE CUP RELAY, and B2V, as well as common law rights in such marks which are associated with the annual footrace between various police and uniformed officers groups which takes place between Baker, California and Las Vegas, Nevada (such marks are collectively referred to herein as the "Marks") as used in connection with Licensor's promotional activities, and in connection with the sale of merchandise, products and services related thereto;

B. Licensee is a team of uniformed personnel who desires to produce and distribute a team t-shirt for the 2008 Baker to Vegas footrace bearing one or more of the Marks, which are not to be offered for commercial sales to the public (the "Licensed Products");

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

**TERMS AND CONDITIONS**

1. Grant of License and Term. Licensor hereby grants to Licensee a non-exclusive license under Licensor's rights to reproduce the marks only on team t-shirts or other items not offered for commercial sales to the public for the 2008 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.

2. Quality Control. Licensee shall submit to Licensor a sample of the design in which the Marks are used, which shall be appended hereto as **Exhibit A**. Should Licensee fail to provide Licensor which the sample design, then all Licensed Products 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 or 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 Products and goods similar to the Licensed Products, provided, however, that if Licensee has paid Licensor its compensation set forth hereinabove, Licensee shall have the right to sell off all of its remaining inventory of Licensed Products.

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.

LICENSEE

\_\_\_\_\_  
[print name of team]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Date: \_\_\_\_\_