DEPARTMENT OF THE NAVY

TRADEMARK LICENSE AGREEMENT

This AGREEMENT is made and entered into by and between the Department of the Navy "OWNER"), an agency of the United States Government, and the Naval Academy Athletic Association ("LICENSEE"), an independent and separate non-profit organization. The parties acknowledge that the Naval Academy Athletic Association is not a government agency or instrumentality and is not part of the United States Naval Academy ("NAVAL ACADEMY"), nor do they represent the NAVAL ACADEMY.

WHEREAS 10 U.S.C. 8481 provides that the OWNER may enter into contracts with LICENSEE for the purpose of supporting the athletic and physical fitness programs of the NAVAL ACADEMY, including licensing agreements relating to trademarks and service marks identifying the NAVAL ACADEMY, subject to the approval of OWNER, and

WHEREAS LICENSEE has been using the term NAVY ("the PROPERTY") pursuant to 10 U.S.C. 6981, and previous agreements with the Naval Academy, and the intent of this AGREEMENT is to document the terms of this use without changing the scope of the use.

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. By way of the assignment from LICENSEE executed concurrently herewith, OWNER owns U.S. Trademark Registration Number 1,861,874 for the PROPERTY in connection with clothing for men, women, and children; namely, shirts, T-shirts, knit shirts, sweaters, sweatshirts, pants, sweat pants, socks, hats, scarves, ties, jackets, coats, shorts, athletic team uniforms, footwear, visored caps, warm-up jackets, pants, suits ("REGISTERED GOODS"). The REGISTERED GOODS, athletic uniform items and other clothing and novelty items associated with athletics and physical fitness will collectively be referred to as the "LICENSED ARTICLES."

2. LICENSEE wishes to continue to use the PROPERTY on or in connection with consumer products related to the NAVAL ACADEMY.

3. OWNER hereby grants LICENSEE a (b) (4) [redacted], royalty-free license to use the PROPERTY when representing and promoting the athletic and physical fitness programs of the NAVAL ACADEMY, in connection with the LICENSED ARTICLES ("AUTHORIZED USES"). As non-limiting examples, the AUTHORIZED USES include sales within the city of Annapolis; sales via the

LICENSEE'S on-line store; sales at athletic events outside the city of Annapolis in which the NAVAL ACADEMY is a participant; and sales of goods that are marketed or displayed with reference to the NAVAL ACADEMY.

4. As non-limiting examples, the AUTHORIZED USES do not include sales at NEXCOM or other military exchanges; sales of goods marketed or displayed as relating to the military, including military lines or collections; and sales of goods that are marketed or displayed without any reference to the NAVAL ACADEMY.

5. OWNER will not grant any other licenses to use the PROPERTY in connection with replicas of jerseys and sideline apparel worn by NAVAL ACADEMY athletic teams.

6. Only OWNER will have the right to bring suit against trademark infringers. However, LICENSEE may continue to notify infringers of their infringement with notifications of LICENSEE'S rights that do not constitute demands to Cease and Desist the infringement.

7. LICENSEE shall have the right to sublicense the manufacture and the sale of LICENSED ARTICLES. LICENSEE may retain any royalties collected from its sublicensees.

8. The property licensed by this agreement is limited to the PROPERTY. This license agreement is limited to the terms and conditions set forth herein.

9. No license is granted herein for the use of the PROPERTY for any other purpose than upon or in connection with the LICENSED ARTICLES.

10. Nothing herein shall be construed to place the parties in any type of relationship of partners, joint venturers, or agents of each other, and LICENSEE shall have no power whatsoever to bind or obligate OWNER.

11. The PROPERTY shall not be used in any manner that could be interpreted as use on such products and/or services other than the LICENSED ARTICLES or in any way that suggests an affiliation or connection between the OWNER and any third-party.

12. OWNER explicitly reserves and retains all rights to the PROPERTY not expressly granted herein to LICENSEE.

13. LICENSEE agrees that any and all rights arising from LICENSEE'S use of the PROPERTY will be on the behalf of, and inure to the sole benefit of, OWNER.

14. LICENSEE agrees to assist OWNER, at OWNER's expense, in obtaining, procuring, protecting and defending the PROPERTY, to include executing all papers reasonably requested by OWNER to effect trademark registration, maintenance, and renewal of the PROPERTY, and where applicable, to record this AGREEMENT with appropriate governmental authorities.

15. LICENSEE agrees and covenants not to do anything inconsistent with OWNER's ownership of the PROPERTY, including not registering in any jurisdiction, any name, trade name, mark, symbol, insignia, trade dress, design or logo that OWNER, at OWNER's sole discretion, deems to resemble or be confusingly similar to the PROPERTY.

16. LICENSEE agrees that it will never take any action which it knows or has reason to know would threaten to injure the image or reputation of OWNER, the PROPERTY, or any of OWNER's trademarks, service marks, trade dress, or copyrights.

17. LICENSEE agrees that the nature and quality of all LICENSED ARTICLES shall conform to standards set by and under the control of OWNER. LICENSEE agrees that LICENSED ARTICLES it procures and sells shall be of a suitable standard of quality, such as the standard of quality typical for such articles.

18. The terms of the license granted by this AGREEMENT shall be for forty (40) years. However, during the term of this AGREEMENT, either party shall have the right to terminate this agreement for any reason by giving the other party sixty (60) days written notice of its desire to end this agreement.

19. The license granted by this agreement is personal to LICENSEE and is not assignable by any action of LICENSEE or by operation of law without the written consent of OWNER.

20. All LICENSED ARTICLES shall be manufactured, labeled, sold, packaged, distributed and advertised in accordance with all applicable state and federal laws and regulations. Failure to comply with the provisions of this paragraph shall be cause for termination of this agreement.

21. This agreement, including any attachments hereto, which are incorporated by reference herein, constitute the entire agreement and understanding between the parties, and terminates, revokes, and supersedes any prior agreement or understanding relating to the subject matter hereof between OWNER and LICENSEE.

22. None of the provisions of this AGREEMENT may be waived or modified except expressly in writing and signed by both parties.

23. Failure of either party to require the performance of any term in this AGREEMENT, or the waiver by either party of a breach of any term in this AGREEMENT shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

24. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy (including a PDF facsimile copy) of an executed counterpart shall be valid and have the same force and effect as an original.

25. In the event that any clause or portion of this AGREEMENT is declared invalid or unenforceable, in whole or in part, for any reason, such portion is deemed severable and the remainder of this AGREEMENT shall be deemed and remain fully valid and enforceable.

This AGREEMENT will become effective as of the date of the final signature set forth below, i.e., the date on which the ARGEEMENT has been executed by both parties.

OWNER:

DEPARTMENT OF THE NAVY

By:

Signature: _____

Name: John Forrest

Title: Intellectual Property Counsel for the Navy, and Deputy Counsel, Office of Naval Research

Date: 9/6/19

LICENSEE:

NAVAL ACADEMY ATHLETIC ASSOCIATION

By:

Signature: _____

Name: Chet Gladchuk

Title: President - Naval Academy Athletic Association

Date: 9/4/19