

11-03-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gaylord Entertainment Television, Inc. The Oklahoma Publishing Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State California/Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 15, 2003

2. Name and address of receiving party(ies)

Name: Wendy's International, Inc.

Internal

Address:

Street Address: 4288 West Dublin Granville Rd.

City: Dublin State: OH Zip: 43017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1857962; 2353060

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Schuerman

Internal Address: Wendy's International, Inc.

Street Address: 4288 West Dublin Granville Rd.

City: Dublin State: OH Zip: 43017

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

502390

DO NOT USE THIS SPACE

9. Signature.

Robert E. Schuerman

Name of Person Signing

Signature

Date 9/26/03

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



09-29-2003

U.S. Patent & TMO's/TM Mail Rpt Dt. #64

TRADEMARK REEL: 002855 FRAME: 0591

1857962

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ASSIGNMENT AGREEMENT

Agreement, dated as of this 15th day of April, 2003 ("Effective Date"), by and between, on the one hand, Gaylord Event Television, Inc., a California corporation ("GET"), and a wholly owned, indirect subsidiary of The Oklahoma Publishing Company, a Delaware corporation ("OPUBCO"), and, on the other hand, Wendy's International, Inc. ("Wendy's").

WHEREAS, GET owns an undivided one hundred percent (100%) exclusive interest in and to any and all rights in connection with a golf tournament and its patents, copyrights, trademarks, trade secrets and any other intellectual property, including, without limitation, arising out of production, staging, venue, management, sponsorship, sanctioning, authorization and broadcasting of the Tournament (the "Intellectual Property") entitled the "Three Tour Challenge" (collectively, "Tournament");

WHEREAS, GET previously procured Wendy's as the so-called "Title Sponsor" of the Tournament;

WHEREAS, GET previously entered into various agreements with third parties in connection with, without limitation, the production, staging, venue, management, sponsorship, sanctioning, authorization and broadcasting of the Tournament (collectively, "Third Party Agreements"). The Third Party Agreements include, without limitation, the agreement between GET and ABC Sports, Inc. ("ABC") dated as of January 11, 1999 (individually, "ABC Agreement"), which recently expired, and the agreement between, on the one hand, Jack Nicklaus Productions, Inc. (the sole interest holder in the Tournament prior to GET who previously assigned its exclusive undivided rights in the Tournament and any Third Party Agreements to GET) and, on the other hand, PGA Tour, Inc. ("PGA") and Ladies Professional Golf Association ("LPGA") dated as of September 30th, 1993 (individually, "PGA/LPGA Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, GET desires to assign to Wendy's all Third Party Agreements and all of GET's rights, title and interest thereunder, and Wendy's desires to accept that assignment; and

WHEREAS, GET desires to assign to Wendy's all of GET's right, title and interest in and to the Tournament, and Wendy's desires to accept that assignment.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein below, GET and Wendy's agree as follows:

1. Assignment and Assumption: As of the Effective Date, (a) GET hereby irrevocably assigns to Wendy's in perpetuity all of GET's undivided right, title and interest in and to any and all Third Party Agreements and Wendy's hereby accepts that assignment, (b) GET hereby irrevocably assigns to Wendy's in perpetuity all of GET's undivided right, title and interest in and to the Tournament and Wendy's hereby accepts that assignment, (c) GET irrevocably assigns to Wendy's in perpetuity all of GET's right, title and interest in and to the Intellectual Property and all media incorporating the same or other physical manifestations thereof, and (d)

Wendy's hereby accepts the assignments and assumes and agrees to perform all obligations of GET under the Third Party Agreements, and with respect to the Tournament and the Intellectual Property arising or accruing on or after the Effective Date, but only with respect to Tournament events occurring after such date and only with respect to obligations that have been disclosed to Wendy's by GET pursuant to the terms of this agreement or in the course of Wendy's diligence prior to the execution of this agreement. Anything in this agreement to the contrary notwithstanding, GET is not assigning, and Wendy's shall have no claim to, any rights to payments from or claims against third parties relating to the 2002 Tournament.

2. Retained Obligations: GET shall be solely responsible for any and all obligations to any person, firm, corporation or entity arising under or in connection with the Tournament and/or the Third Party Agreements with respect to the time prior to the Effective Date including, but not limited to, obligations arising from the conduct of the Tournament during the period prior to the Effective Date but not coming due until after the Effective Date, including, without limitation, all obligations and monies payable in connection with unions, collective bargaining agreements, talent, production, venues, employees, licensors, independent contractors, dividends, shareholders, and third parties;

3. Consideration: As sole consideration of the mutual agreements contained herein, upon execution hereof by GET and OPUBCO, Wendy's hereby agrees to pay to GET by wire transfer of immediately available fund to the following account:

4. Representations and Warranties:

GET represents and warrants that:

(a) GET has the corporate power and authority to execute and deliver this agreement and each of the other documents contemplated hereby and to perform its obligations hereunder and thereunder. Each of such documents has been duly authorized, executed, and delivered by GET and is enforceable against GET;

(b) The execution and the delivery of this agreement and each of the other documents contemplated hereby by GET and the performance of GET's obligations hereunder and thereunder do not breach any law to which it is subject or any provision of its organizational documents; or breach any contract or permit to which it is a party or by which it is bound or to which any of its assets is subject;

(c) There are no liabilities or obligations, whether known or unknown, asserted or unasserted, absolute or contingent, matured or unmatured or conditional or unconditional, to be paid or performed with respect to the exploitation of the Tournament at any time prior to the Effective Date other than those that have been fully satisfied;

(d) GET has complied in all material respects with all applicable laws in connection with its exploitation of the Tournament and to GET's knowledge no action is pending or threatened against it alleging any failure by GET to so comply;

(e) The exploitation by GET of the Tournament has not and does not infringe upon, misappropriate or conflict in any material respect with any Intellectual Property right of any person, and to GET's knowledge there are no pending or threatened actions alleging that GET, or any of its agents, or the exploitation of the Tournament infringes, misappropriates or conflicts in any material respect with the Intellectual Property rights of any Person;

(f) Set forth on Exhibit B hereto is a true and complete list of the Third Party Agreements, each of the Third Party Agreements, other than the ABC Agreement, is in full force and effect and constitutes the legal, valid, and binding agreement of GET and, to GET's knowledge, by each other party thereto in accordance with its terms, no party is in breach thereof and GET has not received notice that it is in breach of any such contract (or with notice or lapse of time or both would be in breach of any such contract) in any material respect;

(g) Attached as Exhibit A is a true and accurate copy of the PGA/LPGA Agreement, which has not been modified or amended;

(h) To GET's knowledge there is no adverse event or condition existing (other than world events and economic conditions generally known to the public) that would reasonably and adversely effect Wendy's full enjoyment of the rights assigned to Wendy's hereunder;

(i) GET has good and indefeasible title to, or a valid right to use, all of the rights assigned hereunder, in each case free and clear of all encumbrances;

(j) GET shall not at any time do or authorize any person, firm, corporation and/or entity to do anything inconsistent with, or which might diminish, impair or interfere with, Wendy's full enjoyment of the rights assigned to Wendy's hereunder.

OPUBCO represents and warrants that:

(k) OPUBCO has the corporate power and authority to execute and deliver this agreement and each of the other documents contemplated hereby and to perform its obligations hereunder and thereunder. Each of such documents has been duly authorized, executed, and delivered by OPUBCO and is enforceable against OPUBCO; and

(l) The execution and the delivery of this agreement and each of the other documents contemplated hereby by OPUBCO and the performance of OPUBCO's obligations hereunder and thereunder do not breach any law to which it is subject or any provision of its organizational documents; or breach any contract or permit to which it is a party or by which it is bound or to which any of its assets is subject.

5. No Assumption of Liabilities: It is expressly understood among the parties that Wendy's is not assuming any liability or obligation with respect to the exploitation of the

Tournament or otherwise arising under the Third Party Agreements with respect to actions or inactions taken prior to the Effective Date.

6. Indemnities:

6.1 GET and OPUBCO. GET and OPUBCO jointly and severally agree to indemnify and hold Wendy's and its parent, affiliates, divisions, successors and assigns and the officers, directors, and employees of the foregoing harmless from and against any liability, damage, cost or expense (including costs and reasonable attorneys' fees) occasioned by or arising out any breach by GET or OPUBCO of any of its covenants, warranties, or representations in this agreement, and any and all losses related to or arising out of events occurring, existing, or related to a time prior to the Effective Date and related to the operation by GET of the property and rights assigned under this agreement. In no event shall the aggregate liability of GET and OPUBCO under the foregoing indemnities exceed the amount of _____ except in the event of intentional misrepresentation or fraud by GET or OPUBCO in which case the foregoing indemnities shall not have a monetary cap, as aforesaid. GET and OPUBCO shall, at Wendy's request and expense, provide all cooperation reasonably requested by Wendy's in any controversy that may arise with third parties or litigation that may be brought by third parties concerning this agreement.

6.2 Wendy's. Wendy's agrees to indemnify and hold GET and OPUBCO and their respective affiliates, divisions, successors and assigns and the officers, directors, and employees of the foregoing harmless from and against any liability, damage, cost or expense (including costs and reasonable attorneys' fees) occasioned by or arising out of any breach by Wendy's of any of its covenants in this agreement and any and all losses related to or arising out of events occurring, existing, or related to a time after the Effective Date and related to the operation by Wendy's of the property and rights assigned under this agreement, but only to the extent such obligations are assumed by Wendy's hereunder.

7. Notice: Notices which the parties desire or are required to give to the other(s) hereunder shall be in writing, sent postage prepaid, certified or registered mail, return receipt requested, and shall be addressed as follows:

To GET or OPUBCO:

c/o Gary C. Pierson
General Counsel
The Oklahoma Publishing Company
P.O. Box 25125
Oklahoma City, Oklahoma 73125

To Wendy's:

Wendy's General Counsel
4255 W. Dublin-Granville Rd.
Dublin, OH 43017

with a copy to: Akin, Gump, Strauss, Hauer & Field, L.L.P.
2029 Century Park East, Suite 2400
Los Angeles, California 90067
Attention: Frank Reddick, Esq.

Or to such other address (e) as to which the noticing party shall have theretofore received written notice.

8. Entire Evidence: This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

9. Choice of Law: This agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio applicable to contracts executed in and to be performed entirely within that State.

10. Amendment: This agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the parties so affected.

11. Waiver: Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

12. Arbitration: Any claim, controversy, or dispute arising out of or relating to this agreement shall, except as set forth herein, be settled by arbitration in Fairfield County, Ohio, in accordance with the rules of the American Arbitration Association. Either party may institute an arbitration proceeding by filing a claim with the American Arbitration Association. At the time of filing the claim the filing party shall provide the other with a copy of the filing. This agreement to arbitrate shall survive the termination of this agreement. Any arbitration shall be undertaken pursuant to the Federal Arbitration Act, where applicable, and the decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. In any dispute in which a party seeks in excess of _____ in damages, three arbitrators shall be employed. Otherwise, a single arbitrator shall be employed. The prevailing party in an arbitration will be entitled to reasonable attorneys fees from the losing party. The parties shall share equally the fees and expenses of the arbitrators. The arbitrator shall not award incidental, consequential, or punitive damages, and the parties hereby waive any claim for such damages. Discovery in accordance with the Federal Rules of Civil Procedure may be conducted, subject to reasonable limitations imposed by the arbitrator or arbitrators. No party shall be entitled to injunctive relief.

13. Severability: If any provision of this agreement as applied to any party or any circumstance shall be adjudged by a court to be unlawful, void, or for any reason unenforceable, such provision shall be deemed separable from the remainder of this agreement and the same shall in no way affect the validity or enforceability of any other provision of this agreement, the

applicability of such provision to other parties or circumstances, or the validity or enforceability of this agreement as a whole.

14. Further Assurances: GET, Wendy's and, if applicable, OPUBCO, shall execute and deliver to the other and to third parties such other and further instruments and correspondence as shall be reasonably required to effectuate the intents and purposes hereof, including, without limitation, with respect to documentation as it pertains to Wendy's protection of the Intellectual Property.

15. Relationship: Nothing contained herein shall be construed or interpreted as constituting a partnership, joint venture, agency, or employer/employee relationship between or among the parties. No third party is intended to be a third party beneficiary hereof.

16. Construction: Any rule of construction disfavoring the drafting party shall not apply in the construction of any provision of this agreement.

17. Headings: The section headings contained in this agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this agreement.

18. Waiver and Release. GET and Wendy's each claim amounts are owed to it by the other. GET and Wendy's hereby waive and release such claims. The foregoing waiver and release is not a waiver or release of claims arising under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date:

GAYLORD EVENT TELEVISION, INC.

By: [Signature]
Mike Collison, Treasurer

WENDY'S INTERNATIONAL, INC.

By: [Signature]
Eddie, Vice President
Jonathan F. Carterwood

THE OKLAHOMA PUBLISHING COMPANY

By: [Signature]
Gary C. Piersop, Assistant Secretary

EXHIBIT A
LPGA/PGA Agreement

**AGREEMENT
RE
THREE-TOUR CHALLENGE**

This is an Agreement by and among JACK NICKLAUS PRODUCTIONS, INC. ("JNP"), PGA TOUR, INC. ("PGA TOUR"), and LADIES PROFESSIONAL GOLF ASSOCIATION ("LPGA") relating to the golf event known as the Three-Tour Challenge (the "Event").

1. Introduction.

- (a) ~~JNP is the owner~~ and the operator/conductor of the Event, and the "sponsor" of the Event within the meaning of the Tournament Regulations of the PGA TOUR, the SENIOR PGA TOUR and the LPGA Tour. As such, JNP shall be entitled to all revenues generated by and all rights relating to the Event and the benefit of the exploitation of such rights, subject only to (i) those specific rights granted to PGA TOUR and LPGA under this agreement and (ii) PGA TOUR's and LPGA's retention of media rights as provided in paragraph 8 hereof. Except for the purse, the players shall have no rights with respect to the Event.
- (b) As played in the inaugural of the Event on September 1, 1992, at New Albany Country Club, New Albany, Ohio, the format of the Event (the "Format") is and shall be as follows: There are three teams, one from the PGA TOUR, one from the SENIOR PGA TOUR, and one from the LPGA Tour, with each team consisting of three players. The teams compete against each other in an 18-hole competition, and the team with the lowest cumulative stroke-play total is the winner of the Event. The players play in three mixed threesomes, each one consisting of one player from the PGA TOUR, one from the SENIOR PGA TOUR, and one from the LPGA Tour. Three sets of tees are used to reflect the different average yardage capabilities of players from the three Tours. The Format shall be the model format for the Event in the future.
- (c) PGA TOUR operates both the PGA TOUR and the SENIOR PGA TOUR, and sanctioned the Event in 1992 on behalf of both the PGA TOUR and the SENIOR PGA TOUR under the PGA TOUR and SENIOR PGA TOUR Tournament Regulations.
- (d) LPGA operates the LPGA Tour, and sanctioned the Event in 1992 on behalf of the LPGA Tour under the LPGA Tournament Regulations.
- (e) PGA TOUR and LPGA, along with other national and international golf governing bodies, are organizing a proposed project in Saint Johns County (near St. Augustine), Florida, tentatively to be named and hereinafter called "World Golf Village", for which a

Foundation (the "Foundation") shall be formed to own and operate some of its facilities, including a golf hall of fame (the "Hall of Fame"). The Foundation shall be tax-exempt for Federal income tax purposes so that charitable contributions to it shall be tax deductible.

2. Sanctioning of Event. PGA TOUR and LPGA hereby acknowledge JNP's ownership of the Event and hereby sanction the Event as played in 1992 and agree to continue sanctioning the Event as an annual event under their respective Tournament Regulations through 2007, subject to the termination provisions of paragraph 9 and 20 hereof. JNP shall not be obligated to operate/conduct the Event in any year, and its failure to do so in any year shall not affect the PGA TOUR and LPGA sanctioning of the Event under this agreement for the remainder of the term hereof. After notified by JNP of the Monday and/or Tuesday of the Event in any year, as provided in paragraph 5 hereof, neither PGA TOUR nor LPGA shall organize or agree to sponsor or sanction another Event on such Monday and/or Tuesday.

If this Agreement shall then be in effect, PGA TOUR and LPGA shall negotiate with JNP in good faith for a period of thirty (30) days commencing on April 1, 2006 (the "Negotiating Period") with respect to an extension of this Agreement. If at the end of the Negotiating Period, JNP, LPGA and PGA TOUR have not reached agreement, PGA TOUR and LPGA shall notify JNP in writing of the terms and conditions on which it is willing to extend this Agreement. Such notice shall contain an offer (the "Offer") to contract with JNP on such terms and conditions and JNP shall have a period of fourteen (14) days in which to accept the Offer. If JNP does not accept the Offer, then for the period commencing on May 1, 2006, and continuing to and including April 30, 2007, PGA TOUR and LPGA shall not enter into any agreement with any third party for the conduct of an event utilizing the Format on terms and conditions equal to or more favorable to such third party than the terms and conditions contained in the Offer, without in each instance notifying JNP of such terms and conditions. Each such notice shall contain an offer (herein called a "Reoffer") to contract with JNP on such terms. JNP shall have a period of five (5) days in which to accept any such Reoffer. In the event JNP shall not accept the terms of any such Reoffer within the time period set forth above, PGA TOUR and LPGA shall be free to deal with any third party on the terms and conditions contained in such Reoffer.

3. Format Approval. PGA TOUR and LPGA hereby approve the Format of the Event, as set forth in paragraph 1(b) hereof, as used in 1992 and for use in the Event in the future, for so long as the Event is played. Any significant change in the Format shall require the written approval of both PGA TOUR and LPGA.

PGA TOUR and LPGA shall not sponsor or sanction another event which utilizes the Format or essentially the same format (i.e., two or more players comprising a team from each of the PGA TOUR, SENIOR PGA TOUR and LPGA competing against each other in a team competition).

4. Identification with Foundation and Hall of Fame. Commencing in 1993, the Event shall be strongly identified with the Foundation and the Hall of Fame in the promotion, playing, and telecasting of the Event. Among other things, the telecasting shall feature a production piece on the Hall of Fame. JNP shall consider the possibility of incorporating the name of the Hall of Fame into the name of the Event, but JNP shall not be obligated to do so. It is understood that JNP must consider and give priority to the requirements of the title sponsor of the Event in resolving issues of promotional identification with the Event, including a charitable association.
5. Site and Date. JNP has the right to determine the site and the date(s) of the Event each year; provided, however, JNP shall give PGA TOUR and LPGA at least six (6) months notice of the same. PGA TOUR and LPGA hereby approve October 5 as the date and Colleton River Plantation in Hilton Head, South Carolina as the site of the 1993 Event. JNP shall consider playing the Event at the World Golf Village after its first golf course opens for play (scheduled for 1996 or 1997), but JNP will not be obligated to do so. PGA TOUR and LPGA acknowledge that the site fee paid to JNP for holding the Event at a particular site shall provide a substantial and necessary part of the revenues generated by the Event, so it might not be acceptable to JNP for the Event to be played at World Golf Village. The Event shall be played on a Monday and/or Tuesday in those years where the parties do not mutually agree on dates which permit a live television broadcast of the Event. The Event shall not be played on any date during any year which conflicts with another pre-scheduled tournament or event co-sponsored, coordinated or approved by PGA TOUR or LPGA.
6. Players' Purse. Subject to paragraph 7 hereof, the players' total purse for the Event shall be in 1993 and subsequent years. The distribution of the purse among the contestants in the Event shall be in accordance with a formula mutually acceptable to JNP, PGA TOUR and LPGA. If, as, and when the Event progresses to a point of significant profitability in the future, JNP agrees to increase the players' total purse appropriately.
7. Contributions by Players. JNP shall require and cause all players to contribute of their winnings from the Event to the Foundation, provided the Foundation continues to be tax-

exempt for Federal income tax purposes. JNP shall increase the players' total purse over the amount provided for in paragraph 6 hereof in order to cover such contributions by the players.

8. Media Rights. Members of the PGA TOUR and SENIOR PGA TOUR have assigned to PGA TOUR all of their media rights with respect to their participation in golf events. Members of the LPGA have assigned to LPGA all of their media rights with respect to their participation in golf events. Accordingly, PGA TOUR hereby grants to JNP such media rights of PGA TOUR and SENIOR PGA TOUR players participating in the Event, and LPGA hereby grants to JNP such media rights of LPGA players participating in the Event, as shall be necessary for JNP to telecast the initial live or tape-delayed telecast of the Event in accordance with the terms of this Agreement. All other rights to the telecast and production of the Event including without limitation all video cassette rights, video disc rights, delayed broadcast rights, in-flight rights, in-hotel rights and ownership of the footage shall be (i) the property of PGA TOUR to the extent that such telecast and production contains the likeness of only PGA TOUR or SENIOR PGA TOUR members, (ii) the LPGA to the extent that such telecast and production contains the likeness of only LPGA members, and (iii) the joint property of PGA TOUR and LPGA to the extent such telecast and production contains the likeness of both PGA TOUR or SENIOR PGA TOUR members, on the one hand, and LPGA Tour members, on the other hand. Notwithstanding the foregoing, international rights to the telecast and production of the Events shall be governed by paragraph 14 hereof. Furthermore, PGA TOUR and LPGA acknowledge that JNP shall have the right to use excerpts from the telecast or production of the Events (each excerpt not to exceed three (3) minutes in length) for the following purposes: (a) promotion of the Event in any year; (b) inclusion in the television coverage of the Event in any future year; and (c) inclusion in any golf programming produced by JNP for television broadcasting only. JNP shall also have the right to telecast all or portions of Events played in prior years as substitute programming in the event of inclement weather, player injury or illness or other force majeure occurrence which prevents the telecast of the Event in any year. JNP acknowledges that no use of the initial broadcast or any reuse of portions of the broadcast for promotional purposes shall imply any endorsement by any PGA TOUR, SENIOR PGA TOUR or LPGA Tour player of any commercial product.

9. Rights Fee. In return for the rights granted to JNP pursuant to paragraph 8, JNP will pay PGA TOUR and LPGA, together, a total rights fee of _____ for the 1993 Event, _____ for the 1994 Event, and _____ for the 1995 Event. No later than eighteen (18) months prior to the 1996 Event, and if this

Agreement shall then be in effect, no later than eighteen (18) months prior to the last Event for which the parties have agreed upon a rights fee, PGA TOUR and LPGA shall notify JNP of the rights fee payable for the Event for the next three year period. PGA TOUR and LPGA agree that the rights fees charged for the 1996 through 1998 period and any subsequent three year period shall be determined in good faith and shall be in line with other rights fees then being paid to PGA TOUR and LPGA for similar type events; provided, however, that the aggregate rights fees requested for the 1996 through 1998 period or any subsequent three year period shall not exceed by more than the aggregate rights fees payable by JNP for the prior three year period. JNP shall have a period of thirty (30) days following receipt of any such rights fee notification to notify PGA TOUR and LPGA in writing of its acceptance of such rights fees. If JNP shall notify PGA TOUR and LPGA that it does not accept such rights fees within such thirty (30) day period or if no notification is given within such thirty (30) day period, this Agreement shall terminate with the conclusion of the last Event for which the parties have agreed upon a rights fee.

PGA TOUR and LPGA agree that they shall assist JNP in identifying substitute programming to telecast in the event of inclement weather, player injury or illness or other force majeure occurrence which would prevent the telecast of the Event in any year. Notwithstanding the foregoing, in the event such substitute programming negatively affects Event revenues in a substantial manner in any year, PGA TOUR and LPGA shall negotiate in good faith for a reduction in the rights fee for such year.

Payment of the rights fee shall be made within thirty (30) days after the telecasting of the Event by check to PGA TOUR. The parties hereby agree that the total rights fee paid by JNP in a given year shall be divided equally among PGA TOUR, SENIOR PGA TOUR and LPGA.

10. Contribution by JNP. JNP shall make contributions and/or cause other parties to make contributions to the Foundation each year in which the Event is played, within ninety (90) days after the telecasting of the Event, provided the Foundation continues to be tax-exempt for Federal income tax purposes. During the first five (5) years of this Agreement (i.e., 1993-1997), such contributions shall average per year; during the second five (5) years of this Agreement (i.e., 1998-2002), such contributions shall average per year; and during the third five (5) years of this Agreement (i.e., 2003-2007), such contributions shall average per year. The amount by which JNP increases the players' total purse pursuant to paragraph 7 hereof shall be credited against JNP's obligation to make contributions to the

Foundation under this paragraph 10. JNP shall not be obligated to contribute under this paragraph 10 in any year to the extent that such contribution would cause the Event to be unprofitable to JNP in such year. Except as provided in the immediately preceding sentence, after JNP contributes hereunder for any year, the average amount contributed for the five (5) year period which includes such year shall not be less than the average specified above for such five (5) year period. If, as, and when the Event progresses to a point of significant profitability in the future, JNP agrees to consider further appropriate increases in such contribution.

11. Tournament Officials. PGA TOUR and LPGA shall each provide one tournament official from its staff to consult with JNP and to assist JNP in conducting the Event, and the expenses of these officials in performing services hereunder shall be borne by JNP. Such expenses shall be reimbursed by JNP within ten (10) days after submission of an invoice by PGA TOUR or LPGA, as the case may be.
12. Promotion and Use of Logos. PGA TOUR and LPGA shall assist JNP in a reasonable fashion in promoting the Event. JNP shall have the right to use the PGA TOUR, SENIOR PGA TOUR, and LPGA Tour names and logos in the telecasting of the Event and in connection with the promotion of the Event in programs, brochures, posters, and similar materials. Each individual use of any such names or logos shall be subject to the prior written approval of PGA TOUR with respect to the use of the name or logo of PGA TOUR or SENIOR PGA TOUR, and LPGA with respect to the use of the name or logo of the LPGA Tour. Notwithstanding the foregoing provisions of this paragraph 12, the PGA TOUR, SENIOR PGA TOUR and LPGA Tour names and logos may be used during the telecast of the Event in customary fashion on leaderboards and opening graphics, in connection with statistical comparisons and for the identification of teams and players without a specific prior approval of PGA TOUR or LPGA.
13. Control. PGA TOUR and LPGA agree that JNP shall control and operate/conduct the Event each year it is played, and except as otherwise specifically provided in this Agreement, JNP shall, in its sole discretion, decide upon all aspects of the Event, including but not limited to the date, site, players, total purse, purse distribution, management, admission policies, parking and concessions arrangements, publication of a program, title, sponsorship, and television production and telecasting arrangements; provided, however, any title sponsor of the Event whose name shall be used in the title of the Event shall be subject to the prior reasonable approval of PGA TOUR and LPGA in accordance with PGA TOUR's and LPGA's policies then existing with respect to title sponsorship of PGA TOUR and LPGA Tour events (PGA TOUR and LPGA hereby

approve Wendy's as a title sponsor). Notwithstanding the above, the dates and times of telecasting of the Event shall be subject to the approval of PGA TOUR and LPGA, which approval shall not be unreasonably withheld, and PGA TOUR and LPGA hereby approve December 25 and 26, 1993 as the dates for the telecasting of the 1993 Event and December 31, 1994 and January 1, 1995 as the dates for telecasting the 1994 Event.

14. International Television Rights. JNP and LPGA acknowledge that PGA TOUR shall have the exclusive right to arrange for the licensing of television, cable and all other rights to the Event outside the United States, commencing with the Event played in 1993. PGA TOUR agrees to pay 50% of the net proceeds from such licensing to JNP, as and when received by PGA TOUR, and each such payment will be accompanied by a statement, certified by an officer of PGA TOUR, setting forth in detail the calculation of such payment. For purposes of this paragraph 14, "net proceeds" shall mean the actual cash consideration paid to PGA TOUR with respect to the licensing of the rights to the Event outside the United States if such licensing is conducted through the use of a third party, or if such licensing is conducted by PGA TOUR itself, "net proceeds" shall mean the gross cash amount received by PGA TOUR in connection with such licensing less all costs and expenses incurred by PGA TOUR in connection therewith. PGA TOUR shall share the remaining 50% of such proceeds equally among PGA TOUR, SENIOR PGA TOUR and LPGA. PGA TOUR shall consult with JNP from time to time as to its plans for the licensing of the rights to the Event outside of the United States and shall consider any reasonable request by JNP to license the rights in such media and in such countries as JNP may request.
15. Sponsor Agreement. This Agreement shall serve as JNP's sponsor agreement for the Event with PGA TOUR and LPGA, for the term hereof.
16. Governing Law. This Agreement shall be governed by the laws of the State of Florida.
17. Insurance and Indemnification. JNP shall obtain liability insurance for any personal injuries to or death of spectators and other persons arising from or occurred in connection with any Event, including any pro-am, golf clinic, practice days, or any other function whatsoever, held in connection with any Event, in amounts not less than: (1) _____ for each occurrence involving one person; (2) _____ for each occurrence involving more than one person; and (3) _____ per occurrence for property damage.

All such insurance policies obtained by JNP shall name all of the following as coinsured without any cost to any of the following: (1) PGA TOUR, Inc.; (2) Ladies Professional Golf

Association; and (3) such other entities as PGA TOUR or LPGA may designate. A copy of a certificate evidencing such coverage shall be furnished to PGA TOUR and LPGA not less than thirty (30) days prior to each Event.

Neither PGA TOUR nor LPGA shall be liable for any injury or death of any caddy, spectator or workman employed in connection with any Event, or the care of the golf course (including, but not limited to, scoreboards, grandstands, concession facilities and the like) or the surrounding grounds, or any other employee of the club where the Event shall be conducted. Neither PGA TOUR nor LPGA shall be liable for any property damage which may occur during any Event, or any activity conducted in connection with any Event. JNP shall indemnify and hold each of PGA TOUR and LPGA harmless against and from any and all suits, claims, demands, liabilities, costs and expenses (including reasonable counsel fees, whether incurred in preparation of trial, at trial, on appeal or in bankruptcy proceedings) asserted by any party other than PGA TOUR or LPGA and arising out of any Event, or related to any Event in any fashion, or related to the condition of the golf course where any Event, or any portion of any Event, is held (including, but not limited to, scoreboards, grandstands, concession facilities and the like) and/or surrounding grounds and facilities.

18. Certified Financial Statements. JNP agrees to provide to PGA TOUR and LPGA financial statements certified by an officer of JNP setting forth in detail all revenues, expenses and net profits of each Event.
19. Audits. Each party required to make payments hereunder to another party or to the Foundation agrees that the other parties hereto and their representatives shall have access to and the right to review and audit the books and records of such paying party as they relate to the Event and to the revenues and expenses of the Event. Such access shall be provided within seventy-two (72) hours of any reasonable request for an audit in accordance with this paragraph 19. Each such paying party further agrees that it shall make its financial and accounting employees and representatives available during reasonable business hours to assist in the conduct of any such audits.
20. Non-Discriminatory Membership Policies. JNP hereby represents and warrants to PGA TOUR and LPGA that the membership practices and policies of the golf club where any Event may be held do not and shall not discriminate on the basis of race, sex, religion or national origin. JNP agrees to assist PGA TOUR and LPGA in verifying the accuracy of this representation and warranty. If at any time PGA TOUR or LPGA determine that the membership practices and policies of any golf club where

any Event is to be held are not as represented in this paragraph 20, each of PGA TOUR and LPGA shall have the right to terminate this Agreement as it relates to it without any notice or liability to JNP or any other person.

21. Costs of Litigation. In the event any party hereto is required to bring any legal proceeding (including any arbitration) in order to enforce its rights hereunder, the party prevailing in any such action shall be entitled to recover against the non-prevailing party all of its costs and expenses incurred in connection with any such action, including without limitation, all reasonable attorneys fees whether incurred in preparation of trial, at trial, on appeal or in bankruptcy proceedings.
22. Survival of Agreement. After the Event ceases to be played under this Agreement, this Agreement, including without limitation paragraph 17 hereof, will nevertheless survive as the agreement among the parties with respect to the Events already played hereunder.

IN WITNESS WHEREOF, the parties executed this Agreement as of this 30th day of September, 1993.

JACK NICKLAUS PRODUCTIONS, INC.

By: Terry J. Sadow

PGA TOUR, INC.

By: William A. S. S. S.

LADIES PROFESSIONAL GOLF
ASSOCIATION

By: Paula J. Matthews

agmt93\nickla5.lpg\elm:ljs (9/29/93)

Exhibit B
List of Third Party Agreements Provided to Wendy's

1. Agreement between Jack Nicklaus Productions, Inc. and PGA Tour, Inc. and Ladies Professional Golf Association dated as of September 30th, 1993.
2. Dr. Pepper Sponsorship Renewal executed by Dr. Pepper, G&T, and Faglioni & Associates (G&T makes no representation or warranty in any respect regarding this agreement).

EXHIBIT C
SECRETARY'S CERTIFICATE

I certify that I am the duly elected, qualified, and acting Secretary of Gaylord Event Television, Inc. ("*Seller*"), a California corporation, and that, as such, I am familiar with the facts herein certified and am duly authorized to certify the same and do hereby certify as follows:

I have examined the signature of the Seller's officer signing the agreement dated as of the 15th day of April, 2003, by and between, on the one hand, Gaylord Event Television, Inc., a California corporation, and a wholly owned, indirect subsidiary of The Oklahoma Publishing Company, Inc., a Delaware corporation, and, on the other hand, Wendy's International, Inc. (the "*Agreement*"), and the exhibits and other documents delivered in connection therewith, and such signature is a true signature of the Seller's officer. As of the date hereof (and the date of such signatures), such officer is duly elected, qualified and acting officer of Seller, holding the office specified beside such officer's name.

IN WITNESS WHEREOF, I have executed this certificate on the 15th day of April, 2003.

GAYLORD EVENT TELEVISION, INC.

By: 
Gary C. Picerson, Secretary