

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago 2016 Exploratory Committee		04/14/2007	nonprofit corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Unites States Olympic Committee		
Street Address:	1 Olympic Plaza		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80909		
Entity Type:	Congressionally Chartered Non Profit Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77018840	CHICAGO 2016	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	34182-90010		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$40.00 77018840

Date:

08/24/2007

Total Attachments: 7

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EXHIBIT D

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement"), made and entered into this 14th day of April, 2007, is between the United States Olympic Committee, a federally chartered nonprofit corporation ("USOC") and Chicago 2016 Exploratory Committee, a nonprofit corporation organized under the laws of the State of Illinois ("Licensee").

BACKGROUND

- A. Pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 *et seq.* (the "Act"), and as a means of financially supporting the development and training of U.S. Olympic and Paralympic athletes, the USOC has been vested with exclusive authority to control the use of Olympic- and Paralympic-related marks, images, and terminology in the United States.
- B. Licensee is representing the City of Chicago (the "City") in connection with its bid to be the Host City authorized by the USOC to organize and stage the 2016 Olympic Games and the 2016 Paralympic Games (collectively, the "Games") if the Games are awarded to the City by the International Olympic Committee (the "IOC") and the International Paralympic Committee ("IPC").
- C. Licensee desires to use the designation specified on Attachment A to this License Agreement (the "Designation") in connection with its 2016 bid activities ("Bid Activities") and further desires to use the distinctive logos depicted on Attachment B to this License Agreement (individually and collectively, the "Logo(s)") and any other Olympic-themed intellectual property it creates in connection with its Bid Activities.
- D. Licensee filed U.S. Trademark Application Serial No. 77/052,430 for the mark CHICAGO 2016 at the U.S. Patent and Trademark Office ("USPTO") in the name of the Chicago 2016 Exploratory Committee. This Application was filed to preserve rights in and to the particular Logos for the USOC, and subsequently has been assigned by Licensee to the USOC.
- E. Licensee also filed U.S. Trademark Applications at the USPTO for the following Logos in the name of Chicago 2016 Exploratory Committee: CHICAGO 2016 (& Torch Design), Serial No. 77/018,840; Torch Logo (color claimed), Serial No. 77/018,863; and Torch Logo (black & white), Serial No. 77/018,821. These applications were filed to preserve rights in and to the particular Logos for the USOC, and it is the intent of the parties hereto that Licensee will assign all applications described in this Paragraph E to the USOC under the time frame permitted by the regulations of the USPTO.
- F. On the terms and subject to the conditions set forth herein, the USOC is willing to authorize Licensee to utilize the Designation and the Logo(s) and other Olympic-themed intellectual property as may be agreed upon by the USOC.

AGREEMENT

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

1. The Logo(s)

- 1.1 Development and Approval. Subject to the limitations set forth herein, Licensee has submitted and the USOC has approved the use by Licensee of the Logo(s) in connection with Licensee's Bid Activities. In the event that Licensee acquires or uses in connection with its Bid Activities any other logo (or derivation of the Logo(s)) or any other Olympic-themed intellectual property as approved by the USOC from time to time (individually and collectively "Additional Logo(s)"), Licensee shall not use any such Additional Logo(s) without the written prior consent of the USOC.
- 1.2 No Infringement. Licensee represents and warrants to the USOC that it is the sole and exclusive owner of the copyright and all other intellectual property rights in and to the Logo(s), as used in association with its Bid Activities, and operating and hosting the Games, and that Licensee's use of the Logo(s) in connection with its Bid Activities will not infringe upon or constitute a dilution of the trademark, service mark, or any other intellectual property right of any third party. Licensee has conducted a comprehensive domestic trademark search for the Logos. Licensee shall conduct a comprehensive domestic trademark search for all Additional Logo(s) prior to submitting it/them to the USOC for approval and, upon request by the USOC, will provide the USOC with a copy of the search results.
- 1.3 Ownership of Logo(s) and Additional Logo(s); Assignment of Intellectual Property. The USOC shall be the sole and exclusive owner of the Logo(s) and any Additional Logo(s) (regardless of the color(s), font, or stylization used) and shall have the sole and exclusive right to seek domestic and/or international trademark/service mark registrations for the Logo(s) and any Additional Logo(s), as well as copyright registrations. Licensee shall execute all documents necessary to secure rights in the Logo(s) described in Paragraph E in the Background Section in the name of the USOC, as required by the USOC and under the time frame permitted by the regulations of the USPTO. Except as otherwise set forth in Paragraphs D and E in the Background section of this License Agreement, Licensee represents and warrants that it does not have any pending applications for copyright or trademark registration of, or any existing copyright or trademark registrations for, the Logo(s). In the event that Licensee acquires or uses any Additional Logo(s) in connection with its Bid Activities, then (a) Licensee shall promptly assign such Additional Logo(s) to the USOC, including but not limited to the copyright and trademark rights therein, including all associated goodwill, (b) Licensee agrees to execute any further documentation reasonably requested by the USOC to verify such assignment at the time such Additional Logo is approved by the USOC, and (c) any such Additional Logo shall be subject to the same terms and conditions as applicable to the Logo(s) under this Agreement.

2. Authorization.

- 2.1 On the terms and subject to the conditions set forth in this License Agreement and as further authorized by the USOC, the USOC hereby grants to Licensee a right and license to use the Designation, the Logo(s) and any Additional Logo(s) solely in connection with Licensee's Bid Activities during the Term (as defined below). With the prior written approval of the USOC in each instance (or for general use approved by the USOC, such as on designed letterhead), Licensee may use the Designation, the Logo(s) and any Additional Logo(s): (a) on promotional materials of Licensee directly related to its Bid Activities, such as letterhead and business cards, (b) on marketing materials directly related to its Bid Activities, (c) on merchandise to be sold at retail (*i.e.*, licensed product) (in accordance with Section 2.6 below), and (d) on merchandise to be used as give-aways or in other promotional ways (*i.e.*, premiums).
- 2.2 All uses of the Designation, the Logo(s) and any Additional Logo(s) shall be in accordance with such guidelines as the USOC may provide from time to time and shall be submitted to and approved by the USOC, in writing, prior to any publication or other distribution.
- 2.3 All press releases and similar materials utilizing the Designation, the Logo(s) or any Additional Logo(s), including but not limited to all Internet use, shall be submitted to and approved in writing by the USOC prior to any publication or other distribution. In no event shall Licensee be entitled to use the Designation, or any other Olympic- or Paralympic-related terminology, in any domain name without USOC approval; provided, however, that Licensee shall have the continued right to use the Web address www.chicago2016.org.
- 2.4 Licensee may not authorize any third-party use of the Designation, the Logo(s) or any Additional Logo(s). Any use by the City, the State, or any commercial entity is strictly prohibited.
- 2.5 Licensee may provide recognition to financial and other supporters of its efforts utilizing the Designation, the Logo(s) or any Additional Logo(s) in a manner approved in advance by the USOC (and otherwise in accordance with Exhibit C to the Applicant Committee Agreement, dated as of the date hereof, between the USOC and Licensee (the "Applicant Committee Agreement")). Licensee may not use the trade name, trademark, or service mark of any third party on any material bearing the Designation, the Logo(s) or any Additional Logo(s) without the USOC's prior written consent.
- 2.6 All items of licensed product and all premiums containing the Designation, the Logo(s) or any Additional Logo(s) shall be sourced from official USOC merchandise licensees.
- 2.7 All rights to use the Designation, the Logo(s), any Additional Logo(s) and other Olympic- and Paralympic-related marks, images and terminology not expressly granted to Licensee are specifically reserved by the USOC.

- 2.8 The USOC shall retain ownership of the Designation, the Logo(s) and any Additional Logo(s), and all goodwill associated with use of the Designation, the Logo(s) and any Additional Logo(s) by Licensee shall inure to the benefit of the USOC.
3. Approvals. All material and representative samples to be submitted hereunder (other than physical samples) shall be submitted through the USOC's online system (currently OLYMARCS). All physical samples to be submitted hereunder shall be sent to the following address:

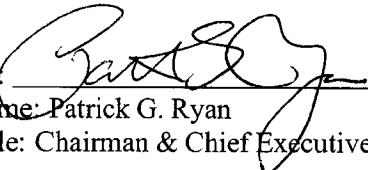
UNITED STATES OLYMPIC COMMITTEE
1 Olympic Plaza
Colorado Springs, CO 80909
Attention: Licensing Manager

All consents and approvals required hereunder may be provided or withheld by the USOC in its sole discretion.

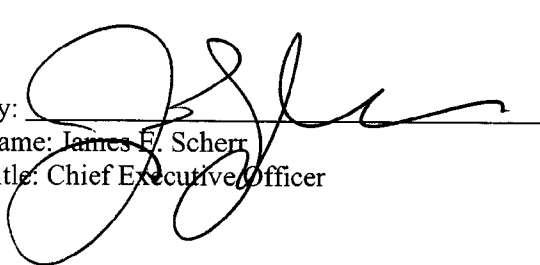
4. Term. The rights granted to Licensee hereunder shall be effective immediately and shall expire upon the earlier of (a) date that the IOC and the IPC award the Games to a Host City, or (b) the date on which the USOC determines that it will terminate the U.S. candidature to host the Games (the "Term"). Upon the expiration of the Term, Licensee shall immediately cease all use of the Designation, the Logo(s) and any Additional Logo(s) and shall provide the USOC with a Certificate of Destruction with respect to any remaining materials displaying the Designation, the Logo(s) or any Additional Logo(s) within ninety (90) days following expiration of the Term.
5. Enforcement.
- 5.1 Any controversy or claim arising out of or relating to this License Agreement shall be settled in accordance with Section XIII of the Applicant Committee Agreement, and the limitations on liability contained therein shall apply equally to this License Agreement.
- 5.2 Licensee acknowledges that Olympic- and Paralympic-related marks (including the Designation, the Logo(s) and any Additional Logo(s)) possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of Licensee's unauthorized use or misappropriation thereof. Licensee recognizes that irreparable injury could be suffered by the USOC in the event of Licensee's unauthorized use or misappropriation of Olympic - or Paralympic-related marks, and therefore agrees that, notwithstanding Section 5.1, the USOC may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If the USOC seeks injunctive or other equitable relief in the event of a breach or threatened breach of this License Agreement by Licensee involving an unauthorized use of Olympic- or Paralympic-related marks (including the Designation, the Logo(s) and any Additional Logo(s)), Licensee shall not allege in any such proceeding that the USOC's remedy at law is adequate. If the USOC seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall the USOC be deemed to have made an election of remedies.

IN WITNESS WHEREOF, the parties hereto have entered into this License Agreement as of the date first above written.

**CHICAGO 2016 EXPLORATORY
COMMITTEE**

By: 
Name: Patrick G. Ryan
Title: Chairman & Chief Executive Officer

UNITED STATES OLYMPIC COMMITTEE

By: 
Name: James E. Scherr
Title: Chief Executive Officer

ATTACHMENT A

DESIGNATION

“City of Chicago, U.S. Applicant City, 2016 Olympic Games.”

(or such other similar Designation as may be approved by the USOC)

ATTACHMENT B

Logo(s)

CHICAGO 2016

STIR THE SOUL



CHICAGO
2016

