

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carmelyn Calvert		07/02/2013	INDIVIDUAL: UNITED STATES
C.J. Calvert Designs		07/02/2013	SOLE PROPRIETORSHIP: ILLINOIS
RECEIVING PARTY DATA			
Name:	Heartland Consumer Products LLC		
Street Address:	18615 Detroit Avenue		
Internal Address:	Suite 203		
City:	Lakewood		
State/Country:	OHIO		
Postal Code:	44107		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3661754	SQUARE SHOOTERS	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 363-9000		
Email:	docketing@faysharpe.com		
Correspondent Name:	Patrick R. Roche		
Address Line 1:	Fay Sharpe LLP		
Address Line 2:	1228 Euclid Avenue, 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	HERT 500005US01		
NAME OF SUBMITTER:	Patrick R. Roche		
SIGNATURE:	/Patrick R. Roche/		
DATE SIGNED:	01/19/2016		
Total Attachments: 14			
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LICENSE AGREEMENT

THIS AGREEMENT, dated October 25, 2011, as amended on the date last signed below, by and between Heartland Consumer Products LLC, an Ohio limited liability company, having its principal place of business at 18615 Detroit Avenue, Suite 203, Lakewood, OH 44107 (hereinafter "Heartland") and Carmelyn Calvert, a resident of Eldred, Illinois (hereinafter "Calvert"), and C.J. Calvert Designs, Calvert's sole proprietorship business based in Illinois (also hereinafter "Calvert").

WITNESSETH:

WHEREAS, Heartland and Calvert entered into a license agreement on March 31, 2010, and each party desires to enter into this amended Agreement which shall supersede and replace the agreement dated March 31, 2010.

WHEREAS, Heartland and Calvert entered into a First Option Agreement and a Second Option Agreement, both agreements dated March 9, 2011, and each party desires to enter into this amended Agreement which shall supersede and replace both the First and Second Option Agreements.

WHEREAS, Calvert is engaged in the business of developing, manufacturing, marketing, distributing, and/or selling games and/or licensing others to do so;

WHEREAS, Calvert is the proprietor, by virtue of its use and registration of the Trademark SQUARE SHOOTERS®, including the goodwill appertaining thereto, in respect to a dice game;

WHEREAS, Calvert is the owner of U.S. Patent No. 7,871,077 issued on January 18, 2011 and entitled "System and Method for Playing a Dice Game Approximating a Card Game";

WHEREAS, Calvert is the owner of U.S. Copyright Registration No. TXu 1-632-141 issued for the Works entitled "THE RULES OF THE GAME: SQUARE SHOOTERS", effective March 19, 2008; and Calvert is the owner of U.S. Copyright Registration No. TX 7-341-356 issued for the Works entitled "INSTRUCTIONS FOR THE CLASSIC SQUARE SHOOTERS GAME AND MORE";

WHEREAS, Heartland is engaged in the business of selling game products through various channels of trade that include mass retail outlets; independent specialty toy, gift, and game retail outlets; the Internet; various digital and interactive game markets; commercial/casino markets, and other wholesale and retail outlets;

WHEREAS, Heartland desires to use Calvert's Patent, Trademark, and Copyright Works upon and in connection with the Manufacture, Development, sale, marketing and distribution of Products under license from Calvert;

WHEREAS, Calvert is willing to license to Heartland its Patent, Trademark, and Copyright Works for use by Heartland on the Products for the Manufacture, Development, and sale of dice games in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants and conditions set forth herein, IT IS AGREED by and between the parties hereto as follows:

ARTICLE I - Definitions

1.1 The term "Agreement" means this license agreement and all exhibits attached hereto.

1.2 The term "Trademark" shall refer to the trademark SQUARE SHOOTERS®, U.S. Trademark Registration No. 3,661,754 registered on July 28, 2009, and any trademark subsequently applied for or registered by Calvert which is intended for use with practicing the Patent.

1.3 The term "Patent" and "Patent Rights" shall refer to U.S. Patent No. 7,871,077 and any continuations, continuations-in-part, divisions, reexaminations, or reissues thereof which claim priority to U.S. Patent No 7,871,077.

1.4 The term "Copyright Registration" and "Copyright Works" shall refer to copyright registration No. TXu 1-632-141, copyright registration No. TX 7-341-356, and any copyright subsequently applied for or registered by Calvert which describes a game or game play which relies upon the Patent.

1.5 The term "Product" or "Products" shall refer to all dice sets, games or game sets designed to practice the subject matter of the Patent in any form whatsoever including physical, electronic, digital, or interactive forms, and whether designed by or authorized to be designed by Calvert, Heartland, or jointly designed by both parties; and all games, game sets, and related accessories marketed under the Trademark or using the Copyright Works in any form whatsoever including physical, electronic, digital, or interactive forms.

1.6 The term "Manufacture" shall mean the actual transformation of raw materials into Products.

1.7 The term "Develop" or "Development" shall mean the creation of game designs and/or game rules using computer programming, software and/or electronic instructions.

1.8 The term "Gross Sales" shall mean the gross value of Products invoiced by Heartland to its customers, agents, or business partners.

1.9 The term "Net Sales" shall mean a) Gross Sales by Heartland less i) all freight expenses paid for by Heartland, ii) any discounts, deductions, slotting fees, advertising allowances, volume incentive allowances, or other allowances for which Heartland gives credit to its customers, iii) sales broker or business agent commissions and expenses paid by Heartland, iv) allowances for returned Product for which Heartland gives credit to its

customers, and v) uncollectible accounts; or b) royalty revenue received by Heartland for the sale of Products by any third-party sub-licensor of Heartland, less sales broker or business agent commissions and expenses paid by Heartland.

1.10 The term "Royalty" or "Royalty Payments" shall mean the payments required to be made to Calvert under Article III.

1.11 The term "Total Cumulative Royalty Payment" shall mean the sum of all Royalty Payments made to Calvert in accordance with Article III.

1.12 The term "Confidential Information" means all information presented by the disclosing party (the "Discloser") or another party whose information Discloser has in its possession under obligations of confidentiality in whatever form transmitted, related to Discloser's business plans, prospects, operations, financial structure, ideas, and concepts, which is disclosed by Discloser or its affiliates to the receiving party (the "Recipient") or its affiliates. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a party.

ARTICLE II - Rights Granted

2.1 Calvert hereby grants to Heartland an exclusive worldwide license to Manufacture, Develop, market, distribute, and sell Products and to practice the Patent, and use the Trademark, and Copyright Works on or in association with promotional, advertising, packaging and related business documentation,.

2.2 Calvert hereby grants to Heartland the right to use Heartland's trademarks on or in association with the Manufacture, Development, marketing, distribution and sale of Products.

2.3 Calvert hereby grants Heartland, during the period this Agreement is in effect, the exclusive right and license under the Patent Rights to make, have made, Manufacture, Develop, use, offer for sale, sell, and service the Products.

2.4 Calvert hereby grants Heartland, during the period this Agreement is in effect, the exclusive right and license under the Copyright Registration to copy, reproduce, publish, distribute and/or sell the Copyright Works and/or variations thereof in connection with the promotion, marketing and sale of Products. The exclusive rights granted to Heartland shall include wholesale, retail, and digital distribution of the Copyright Works in all consumer and commercial channels as well as derivative works that are co-branded with Calvert's Trademark and/or other trademarks, trade names or brand names owned or licensed by either party.

ARTICLE III - Royalty, Records and Reports

3.1 Heartland shall pay to Calvert as Royalty a sum determined as follows:

- (a) Royalty shall be 15.0% of Net Sales during the year 2013.
- (b) Royalty shall be 10.0% of Net Sales during all years after 2013.

(c) In addition to the foregoing, Heartland shall pay to Calvert a bonus Royalty of 5% of the portion of Net Sales which exceed planned Net Sales in each year after 2013, until a cumulative total bonus Royalty of \$200,000 has been paid. The bonus Royalty will be paid in addition to the standard Royalty. For purposes of calculating the bonus Royalty, planned Net Sales shall be:

- i) For 2014, \$1,200,000
- ii) For 2015, \$2,000,000
- iii) For 2016, \$3,000,000
- iv) For 2017, \$3,800,000
- v) For 2018 and each year thereafter, \$4,000,000.

For example, if Net Sales for 2014 are \$1,500,000, then a standard Royalty of \$150,000 will be paid, calculated as ($\$1,500,000 \times 10.0\%$); and a bonus Royalty of \$15,000 will be also be paid, calculated as ($(\$1,500,000 - \$1,200,000) \times 5.0\%$). This bonus Royalty is eligible to be paid until a cumulative total bonus Royalty over all years of \$200,000

collectively has been paid to Calvert. Once the bonus Royalty paid to Calvert collectively for all years reaches \$200,000, no bonus Royalty will thereafter ever be due to Calvert.

3.2 Prior to the Total Cumulative Royalty Payment reaching \$1.0 Million, there shall be no guaranteed minimum Royalty. Starting in the year immediately following the year in which the Total Cumulative Royalty Payment reaches \$1.0 Million, Heartland shall pay to Calvert a guaranteed minimum Royalty for that year and for each year thereafter during the term of this Agreement, with the guaranteed minimum Royalty calculated each year as follows: 33.3% of total prior year Royalty Payments. This guaranteed minimum Royalty will be paid on a quarterly basis.

3.3 Royalty Payments shall be paid on a semi-annual basis, and all amounts payable hereunder by Heartland will be paid in United States funds without deductions for taxes, assessments, fees, or charges of any kind, except that any guaranteed minimum Royalty Payments will be offset against actual earned Royalties. Checks are to be made payable to Calvert.

3.4 Together with each payment of Royalty, Heartland shall furnish to Calvert a statement in writing showing the date of invoice by Heartland of each Product during the preceding six months. These reports are required even if no payments are due.

3.5 Heartland shall keep books and records relating to the Manufacture and sale of the Products for a period consistent with corporate policy on record retention which period shall be at least two (2) years after invoicing of each respective Product. Calvert shall have the right, to be exercised not more than once in any twelve (12) month period, to have an independent public accounting firm having offices nationwide examine the Heartland records to verify the Royalty Payments by Heartland. Such audit shall be at Calvert's sole expense. Any audit shall be conducted during normal business hours and shall commence only after at least ten (10) days' prior notice in writing to Heartland.

3.6 Heartland agrees to maintain adequate Commercial General Liability insurance coverage during the term of this Agreement, including coverage for product liability with a minimum limit of \$2,000,000. Heartland agrees to provide evidence of such coverage to Calvert as reasonably requested.

ARTICLE IV - Undertakings

4.1 Heartland hereby undertakes and covenants with Calvert:

(a) to Manufacture or arrange for the Manufacture of the Products at all times strictly in accordance with the standards, specifications, and instructions supplied by and/or agreed upon by Heartland and Calvert from time to time;

(b) to Develop or arrange for the Development of the Products at all times strictly in accordance with the standards, specifications, and instructions supplied by and/or agreed upon by Heartland and Calvert from time to time;

(c) to permit or arrange for Calvert or its authorized representatives to inspect the Products and the methods of manufacturing the Products upon the premises of Heartland or of any person, firm, or corporation manufacturing any of the Products for Heartland, at all reasonable times upon prior notice;

(d) to submit samples of the Products to Calvert from time to time at Calvert's request. The cost of submitting any such samples shall be borne equally by Heartland and Calvert;

(e) to seek Calvert's prior approval with respect to brand name and logo treatment of the Trademark on the Products;

(f) to undertake reasonable efforts to promote the sale of Products including, but not limited to trade exhibition, trade co-op advertising, Internet and social media advertising; and

(g) to be responsible for all licensed channels of trade for the Products.

4.2 Calvert agrees that during the term of this Agreement, she will not license the Trademark, Patent Rights and Copyright Works for use by others in connection with sales of Product and shall not market or sell any Product except as agreed upon in writing by Heartland and Calvert.

4.3 Calvert agrees that, during the term of this Agreement, she will not assign any rights under the Trademark, Patent Rights and Copyright Works without the prior written consent of Heartland.

4.4 Calvert agrees that if Calvert wishes to sell any rights under the Trademark, Patent Rights and Copyright Works, Heartland has the right of first refusal to purchase any and all rights under the Trademark, Patent Rights and Copyright Works.

4.5 Calvert agrees that, during the term of this Agreement, she will provide Heartland with a copy of all written communications with any governmental patent office regarding any pending patent application under the Patent Rights.

4.6 Calvert agrees to address any issues regarding the prosecution of any patent application, patent continuations, divisions, reexaminations, reissues, or notices of fees and payments thereof under the Patent Rights, Trademark, or Copyright Works and to bear all expenses associated with prosecuting and maintaining any patent application or issued patent under the Patent Rights.

4.7 If at any time Calvert no longer plans to prosecute any application under the Patent Rights, Trademark, or Copyright Works or to maintain any patent or registration under the Patent Rights or Trademark, Calvert agrees to provide written notice to Heartland at least thirty (30) days prior to the due date of any fees or responses or filings, and Heartland, upon receipt of such notice, has the option to assume the responsibility for prosecution and maintenance of the Patent Rights, Trademark, or Copyright Works. Calvert agrees that any

expenses incurred by Heartland in accordance with this paragraph 4.8 shall be deducted from the royalties owed to Calvert under Article III.

ARTICLE V - Term and Termination

5.1 The term of this Agreement shall commence on the effective date and, in the absence of termination in accordance with the terms of this Agreement, shall continue in full force and effect until December 31, 2031.

5.2 If Heartland fails to continue bona fide efforts to sell and distribute Product or make available a commercially reasonable quantity of inventory, Calvert shall give written notice to Heartland of its intention to terminate the Agreement. Heartland will have 60 days to correct the situation. If Heartland fails to correct the situation within 60 days from Calvert's notice, the Agreement will terminate and all rights granted hereunder shall revert to Calvert.

5.3 This Agreement may be terminated immediately by either party in the event of a breach of any term or condition of this Agreement provided the breaching party has not cured any and all such breach(es) within thirty (30) days of receipt of written notice detailing the breach(es).

5.4 Upon termination of this Agreement:

(a) nothing herein will be construed to release either party of any obligation matured prior to the effective date of the termination;

(b) Heartland may, after the effective date of the termination, sell all Product that it has on hand at the date of termination, if Heartland pays the earned Royalty thereon and any other amounts due pursuant to Article III of this Agreement; and

(c) no Royalties will be due for sales of inventory at or below Heartland's cost, which shall include the cost of material procurement, packaging, repackaging labor and expenses, agency commissions, transportation and storage costs.

ARTICLE VI - General Provisions

6.1 In the event of third party infringement of the Trademark, Patent Application or Copyright Registration, the parties shall jointly have the right to prosecute the infringement. Expenses and proceeds shall be divided equally between each party. If either party refuses to prosecute jointly, the other party shall have the right to proceed alone. In such event, the suing party shall bear all the expenses and shall be exclusively entitled to all recoveries, and if the suing party is Heartland, Calvert shall permit the action to be brought in its name.

6.2 Confidentiality

(a) Confidential Information shall not include any information Discloser gives to Recipient that: (i) is already lawfully known to Recipient at time of its disclosure; (ii) is or becomes publicly known through no wrongful act of Recipient or its affiliates; (iii) is independently developed by Recipient; or, (v) is lawfully required to be disclosed, provided that, before making such disclosure, the Recipient shall immediately give Discloser written notice and cooperate in Discloser's actions to assure confidential handling of such information.

(b) For purposes of this Agreement, the "Recipient" shall mean and include the person or entity signing this Agreement and: (i) his or its affiliates; (ii) employees, attorneys, accountants, and consultants of the person or entity signing this Agreement and affiliates thereof. Recipient will only make disclosure to employees, attorneys, accountants or consultants under a legal obligation not to disclose and to safeguard Confidential Information consistent with the terms of this Agreement.

(c) All Confidential Information in whatever form (including, without limitation, information in computer software or held in electronic storage media) shall be and remain property of the respective Discloser. All such Confidential Information shall be returned to Discloser promptly upon written request and shall not be retained in any form by Recipient.

(d) For a period of three (3) years from the termination of this Agreement, Recipient will maintain and preserve the confidentiality of the Confidential Information given in that disclosure and will not disclose any Confidential Information to any person or entity except employees or consultants of Recipient and its Affiliates who have a need to know, who have been informed of Recipient's obligations under this Agreement and who are under a duty of nondisclosure as required by Section (b) above. Recipient shall use not less than the same degree of care to avoid disclosure of Confidential Information as Recipient uses for its own confidential information of like importance and, at a minimum, shall exercise reasonable care. Either party may terminate this Agreement by written notice to the other. However, all rights and obligations under this Agreement shall survive with respect to Confidential Information disclosed prior to termination.

6.3 Force Majeure.

The failure of a party to comply with this Agreement (the "affected party") because of an Act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, action of federal, state or local governmental authorities (except action taken by such authorities due to the affected party's alleged failure to comply with any law, rule, regulation or ordinance) or for any other reason beyond the affected party's reasonable control ("force majeure condition") shall not be deemed a breach of this Agreement, provided the affected party (i) notifies the other party of the existence of the force majeure condition promptly after the occurrence thereof, and (ii) uses its best efforts to resume performance as soon as commercially practicable.

6.4 Indemnity

(a) Heartland acknowledges that it will have no claims against Calvert for any damage to property or injury to persons, directly or indirectly arising out of the operation of Heartland's business. Heartland will indemnify, protect, defend and hold harmless Calvert against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities and expenses, including attorneys' fees, court costs and other legal expenses (collectively, the "Claims"), arising out of or connected with:

(i) The Products (including but not limited to Claims against Calvert for product defect, breach of warranties, and/or failure to warn), or Heartland's methods of Manufacturing, marketing, selling or distributing the Products.

(ii) Any act or omission by Heartland or its respective directors, officers, employees or agents.

(b) Calvert will indemnify, protect, defend and hold Heartland harmless from and against all third party Claims to the extent they arise from Heartland's use of the Patent, Trademark, or Copyrighted Works on the Products as expressly authorized by this Agreement.

6.5 Independent Contractor.

Heartland is an independent contractor and not an agent, partner, joint venturer, affiliate or employee of Calvert. No fiduciary relationship exists between the parties. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees, including without limitation, obligations to the other party's own employees, their wages/salaries, benefits, vacation pay or the like.

6.6 Severability.

If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable so long as this Agreement without such provision does not fail of its essential purpose, and such invalid or unenforceable provision shall be enforced by such court to the maximum possible extent.

6.7 Section Headings.

The Section headings are for convenience only and do not constitute a substantive part of this Agreement.

6.8 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

6.9 Complete Agreement.

This Agreement constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous negotiations, understandings or agreements in regard thereto. The parties have not relied upon any promises, warranties or undertakings other than those expressly set forth in this Agreement.

6.10 Notices.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) when received by facsimile, receipt confirmed, (c) on the next business day when sent by overnight courier, or (d) on the second succeeding business day when sent by

registered or certified mail (postage prepaid, return receipt requested), to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

Heartland Consumer Products LLC, to the Attention of Thomas Donelan
18615 Detroit Avenue
Suite 203
Lakewood, OH 44107

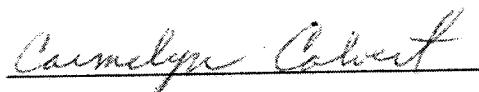
Carmelyn Calvert
R.R. 1 Box 53A
Eldred, IL 62027

6.11 Any changes and additions to this contract will only be effective if made in writing executed or acknowledged by both parties.

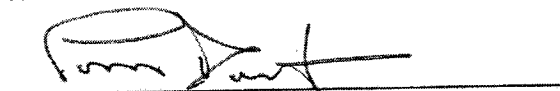
6.12 This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

CARMELYN CALVERT



HEARTLAND CONSUMER PRODUCTS, LLC



By: Tom Donelan
Title: Managing Partner, CEO

DATE: 7/2/13