

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elks National Foundation		02/08/2019	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	Benevolent and Protective Order of Elks of the United States of America		
Street Address:	2750 N. Lakeview Ave.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60614		
Entity Type:	Corporation: D.C.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3376934		
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3127018162		
Email:	ipdocket@mayerbrown.com, kyoung@mayerbrown.com, ahintz@mayerbrown.com		
Correspondent Name:	Kristine M. Young c/o Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Andrea L. Hintz		
SIGNATURE:	/andrea l. hintz/		
DATE SIGNED:	04/16/2019		
Total Attachments: 7			
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TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") dated February 8, 2019 (the "Effective Date") is entered into by and between the Elks National Foundation, a D.C. corporation having an address at 2750 N. Lakeview Ave., Chicago, IL 60614 ("Licensor"), and the Benevolent and Protective Order of Elks of the United States of America, a D.C. corporation having an address at 2750 N. Lakeview Ave., Chicago, IL 60614 ("Licensee") (collectively, the "Parties").

WHEREAS, Licensee wishes to obtain from Licensor a license to use the trademark set forth in Exhibit A (the "Licensed Mark") in connection with the services set forth in Exhibit B (the "Approved Services"); and

WHEREAS, Licensor wishes to grant Licensee a non-exclusive, revocable, non-transferable, license to use the Licensed Mark in connection with the Approved Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. LICENSE GRANT

- A. Licensor hereby grants to Licensee a non-exclusive, nontransferable, non-sublicenseable, revocable, limited license during the Term (as defined below) to use the Licensed Mark solely in connection with the Approved Services, subject to the terms set forth in this Agreement.
- B. Licensee acknowledges Licensor's sole exclusive ownership, right, title and in and to the Licensed Mark. Licensee acknowledges the validity of the Licensed Mark and agrees that it will not, at any time, do anything to use the Licensed Mark in any way that may infringe Licensor's rights therein, or that may be detrimental to the goodwill associated with the Licensed Mark.
- C. Licensee shall comply with all standards and guidelines that may be established by Licensor with respect to the Licensed Mark and its usage, as may be communicated to the Licensee from time to time by Licensor. Licensee shall only use the Licensed Mark in the form set forth in Exhibit A and shall not use any other trademark or service mark ("Third Party Mark") in close proximity to the Licensed Marks so as to create the commercial impression or likelihood of commercial impression that the Licensed Mark and any Third Party Mark are a single trademark. Any deviations to the style and/or display of the Licensed Mark from the format set forth in Exhibit A must be approved in writing by Licensor prior to Licensee making any such changes.
- D. All goodwill arising from Licensee's use of the Licensed Marks will inure solely to the benefit of Licensor, and Licensee shall not, either prior to, during, or after

the Term, assert any claim to such goodwill or any rights in or to the Licensed Mark or any marks that are the same or similar to the Licensed Mark.

- E. Licensee shall not adopt, use or apply to register or register any corporate/organization name, trade name, domain name, trademark, service mark or certification mark, or other designation confusingly similar to, or containing in whole or in part, the Licensed Mark or any marks that are similar to the Licensed Mark.

II. TERRITORY

- A. Licensee is permitted to use the Licensed Mark globally (the "Territory").
- B. The license granted herein shall not be construed to mean that Licensee has the sole or exclusive right to use the Licensed Mark within the Territory. Licensor expressly reserves for itself and other licensees the right to use the Licensed Mark in the Territory. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any licenses under any trademark or other proprietary rights of the Licensor other than the Licensed Mark as set forth herein.

III. NO ASSIGNMENT OR TRANSFER

- A. The non-exclusive license granted herein to Licensee is indivisible, non-assignable and non-transferable, and Licensee shall not convey, pledge, encumber or otherwise dispose of such license or any right or interest thereunder without the express written consent of Licensor, which can be withheld at Licensor's sole and exclusive discretion. Any such prohibited act shall be invalid and void, and at the Licensor's option, shall invalidate and immediately terminate all licenses granted to Licensee herein, and any assignment or transfer of any such license or any right or interest thereunder by operation of law shall immediately terminate and invalidate the license granted to Licensee herein and all rights granted thereby.

IV. TERMINATION

- A. Any use of the Licensed Mark by Licensee, other than in connection with the Approved Services and in compliance with Article I, is strictly prohibited, and if done, will constitute a material breach of this Agreement and grounds for immediate termination of this Agreement by Licensor. Notwithstanding anything contained herein, Licensor shall retain the right to object to and prohibit any uses, publications, broadcast or display of the Licensed Mark by Licensee at its sole and exclusive discretion ("Unpermitted Uses"). If Licensor objects to any use of the Licensed Mark by Licensee, Licensee shall comply with Licensor's request to modify or cease any such use within ten (10) days of receipt of written notice of Licensor's objection ("Cure Period"). If Licensee fails to make the changes requested by Licensor and/or cease any Unpermitted Uses of the Licensed Mark as requested by Licensor by the end of the Cure Period, Licensor shall have the right to immediately terminate this Agreement by sending written notice to

Licensee ("Termination Notice"). Notwithstanding the foregoing, Licensee shall have the right to terminate this Agreement at its sole and exclusive discretion for any reason by issuing a Termination Notice to Licensee. If the Termination Notice is issued for a reason other than breach of this Agreement and/or an Unpermitted Use, Licensee shall cease all use of the Licensed Mark within thirty (30) days.

- B. This Agreement will automatically terminate in the event that: (1) Licensee attempts to assign this Agreement without prior express written consent of the Licensor; (2) Licensee becomes insolvent or subject to any bankruptcy or insolvency proceeding; (3) Licensee fails to cease an Unpermitted Use; or (4) Licensee commits any other breach of this Agreement that Licensee fails to remediate to Licensor's satisfaction during the Cure Period.
- C. Upon termination of this Agreement for breach and/or an Unpermitted Use, Licensee shall immediately cease all uses of the Licensed Mark, destroy all goods or materials displaying the Licensed Mark, and provide Licensor with written confirmation of such destruction within five (5) days. Upon termination of this Agreement for a reason other than breach and/or an Unpermitted Use, Licensee shall cease all use of the Licensed Mark, destroy all goods or materials displaying the Licensed Mark, and provide Licensor with written confirmation of such destruction within thirty (30) days.

V. TERM

- A. This Agreement is effective as of the Effective Date and shall remain in full force indefinitely (the "Term"), unless the Agreement is sooner terminated by Licensor pursuant to Article IV.

VI. REPRESENTATIONS AND WARRANTIES

- A. Licensor makes no warranties of any kind, either express or implied, either in fact or by operation of law, by statute or otherwise, with respect to the Licensed Mark, including without limitation, any warranty of non-infringement, merchantability or fitness for any particular purpose. In no event shall Licensor be liable for any consequential, incidental or special damages (including loss of profits) arising from or related to Licensee's use of the Licensed Mark, even if Licensee has been advised of the possibility of such damages.
- B. Licensee represents and warrants that it has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder, and that this Agreement has been duly authorized, executed and delivered by Licensee and constitutes a valid and binding agreement, enforceable against Licensee in accordance with its terms.

VII. INDEMNIFICATION

- A. Licensee shall indemnify, protect and hold harmless Licensor and its shareholders, directors, officers and employees from and against all claims, demands, losses, suits, liabilities or expenses (including court costs and reasonable attorney's fees, if any) arising out of Licensee's use of the Licensed Mark, including any breaches of this Agreement or Unpermitted Uses.

VIII. NOTICE

- A. All notices or requests or consents provided for by, or permitted to be given pursuant to, this Agreement must be in writing and must be given by depositing same in the United States mail, addressed to the Person to be notified, postpaid, and registered or certified with return receipt requested or by delivering such notice in person or by e-mail to such party. Notice given by personal delivery or mail will be effective upon actual receipt. Notice given by e-mail will be effective upon actual receipt if received during the recipient's normal business hours or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All notices to be sent to a party pursuant to this Agreement will be sent to or made at the address set forth below.

If to Licensor: Elks National Foundation
2750 N. Lakeview Ave.
Chicago, Illinois 60614

If to Licensee: Benevolent and Protective Order of Elks of the
United States of America
2750 N. Lakeview Ave.
Chicago, Illinois 60614

- B. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any provision hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving Party.

IX. MISCELLANEOUS

- A. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. The provisions of this Agreement having continuing application shall, to that extent, survive any termination of this Agreement.
- B. This Agreement shall be governed by and in accordance with the laws of the United States of America and the State of Illinois without reference to the principles of conflict of laws. The Parties agree that the exclusive jurisdiction and

venue for any action or proceeding arising out of or relating to this Agreement will lie in the appropriate state or federal court located in Chicago, Illinois.

- C. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties, both written and oral, with respect to the matters set forth in this Agreement.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written below.

ELKS NATIONAL FOUNDATION

BENEVOLENT AND PROTECTIVE
ORDER OF ELKS OF THE UNITED
STATES OF AMERICA

By: James O'Kelley 

Title: Director


Date: February 8, 2019

By: Bryan Klatt 

Title: National Secretary and Chief Operating Officer

Date: February 8, 2019

EXHIBIT A
LICENSED MARK

TRADEMARK	REGISTRATION NUMBER
<p data-bbox="451 394 716 426">ELK HEAD LOGO</p>  A black and white silhouette of an elk's head in profile, facing right. The elk has large, branching antlers. The head is white against a black background.	<p data-bbox="971 394 1219 426">REG. NO. 3376934</p>

**EXHIBIT B
APPROVED SERVICES**

- **Class 35:** Developing and coordinating volunteer projects for charitable organizations, namely, veterans groups
- **Class 36:** Providing educational scholarships; Providing grants to local service organization affiliates
- **Class 41:** Amateur youth sports services, namely, organizing, providing and managing youth sports activities