
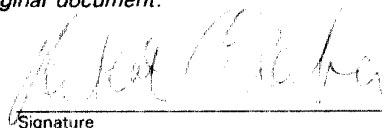


MRO 7-1-98 TRADEM 07-13-1998  100761882 /ER SHEET	
To the Honorable Commissioner ed original document or copy thereof.	
1. Name of conveying party(ies): The Historic Buildings and Monuments Commission for England 23 Saville Row London W1X 1AB an English corporation Additional names(s) of conveying party(ies) attached? NO	2. Name and Address of receiving party(ies): English Heritage Trading Limited 23 Saville Row London W1X 1AB an English Corporation If assignee is not domiciled in the United States, a domestic representative designation is attached: No (Designation must be a separate document from Assignment) Additional names(s) & address(es) attached? NO
3. Nature of conveyance: License Agreement Execution Date: April 2, 1998	4. B. Trademark Registration No.(s) Additional numbers attached? NO
4. A. Trademark Application No.(s) 75/357,204 Additional numbers attached? NO	5. Name and address of party to whom correspondence concerning document should be mailed: Robert C. Faber, Esq. OSTROLENK, FABER, GERB & SOFFEN, LLP 1180 Avenue of the Americas New York, New York 10036-8403
6. Total number of documents involved: 1	7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed as part of Check No. 77152 <small>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.</small>
07/10/1998 DATES 00000209 75357204 01 FC:481 40.00 01 DO NOT USE THIS SPACE	
8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <div style="display: flex; justify-content: space-between;"> <div> Robert C. Faber Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> June 24, 1998 Date </div> </div>	
Total number of pages including cover sheet, attachments, and document: 14	

ENTERED UNDER PATENT ACT 1987

THE HISTORIC BUILDINGS AND
MONUMENTS COMMISSION FOR ENGLAND

and

ENGLISH HERITAGE TRADING LIMITED

INTELLECTUAL PROPERTY
LICENSING AGREEMENT

CONTENTS

Clause	Heading	Page
1	Definitions	1
2	Licence	3
3	Standard of quality	3
4	Title and goodwill	4
5	Infringement or passing-off	5
6	Period and event of termination	5
7	Effect of termination	6
8	Assignment and sub-licensing	7
9	Miscellaneous	7
10	Notices	7
11	Governing law	8
Schedules		
1	Part A Registered Trade Marks and Service Marks	9
	Part B Trade Mark Applications	10

I CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL
Inogen Wiseman.
7/5/98.
40/43 OLD ANCHUR LANE
LONDON W1C 2JF

THIS AGREEMENT is made on

2nd April

1998 and is made

BETWEEN:

- (1) THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND of 23 Savile Row, London W1X 1AB ("English Heritage"); and
- (2) ENGLISH HERITAGE TRADING LIMITED (No. 2970369) a company incorporated in England and whose registered office is at 23 Savile Row, London W1X 1AB ("the Company").

WHEREAS:

- (A) English Heritage is a corporate body established under section 32 of the National Heritage Act 1983 (the "Act") for the purposes of, inter alia securing the preservation of ancient monuments and historic buildings in England and promoting the public's enjoyment and advancing their knowledge of such monuments and buildings
- (B) English Heritage has incorporated the Company as its wholly owned trading subsidiary under section 35 of the Act.
- (C) English Heritage and the Company have today entered into an Agreement under which the Company has acquired certain trading activities and related assets from English Heritage (the "Transfer Agreement").
- (D) The Company wishes to use and English Heritage has agreed to grant the Company a limited non-exclusive and royalty free licence to use the Intellectual Property Rights (as hereinafter defined) to manufacture, advertise and sell the Goods and to advertise and provide the Services and to use and exploit English Heritage's photographic library on the terms and for the consideration stated herein.

IT IS HEREBY AGREED as follows:

1 **Definitions**

- 1.1 In this Agreement unless the context otherwise requires:

"**the Goods**" means printed publications, books, magazines, maps, photographs, teaching materials, toiletries, cosmetic products, consumables, gift items, clothing, glass, ceramics and such other merchandise or products as may be agreed between the parties from time to time;

"**Intellectual Property Rights**" means the following rights belonging to English Heritage from time to time comprised in or used or required to be used or exercised in connection with the Goods and/or the Services and/or English Heritage's photographic library, namely all patents, registered designs, trade marks and service marks (whether registered or not), copyright, design right, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, confidential information, business names, goodwill and the style of presentation of goods or services and in applications for protection thereof and includes (without limitation) the Trade Marks including all such rights assigned to English Heritage under clause 4.2;

"**the Licence**" means the licence granted by clause 2;

"**Services**" means those service activities transferred to and to be provided by the Company following completion of the Transfer Agreement and such other service activities as may be agreed between the parties from time to time;

"**Territory**" means the World.

"**the Trade Marks**" means the registered trade marks and service marks specified in Schedule I Part A and the trade marks the subject of the application specified in Schedule I Part B together with all other registered and unregistered trade marks and service marks held by English Heritage from time to time.

1.2 References to clauses and Schedules are to clauses and schedules of this Agreement.

1.3 The headings to the clauses shall not affect their interpretation.

2 Licence

- 2.1 Pursuant to the Transfer Agreement English Heritage hereby grants to the Company (until termination of the Licence as provided for below) a non-exclusive royalty free licence to use and exploit the Intellectual Property Rights in the Territory in connection with the manufacture and sale of Goods and the supply of the Services and the use and exploitation of English Heritage's photographic library.
- 2.2 The parties will execute such further documents and take such further action as may be necessary or desirable to give full force and effect to this Agreement and to protect the validity of the Intellectual Property Rights licensed hereunder.
- 2.3 English Heritage makes no warranty express or implied in respect of the Intellectual Property Rights and their use by the Company (including without limitation that English Heritage has proper title and that the Company will be able to use the same without infringing the intellectual property rights or any other proprietary right of any third party) and any warranties as to title, quiet enjoyment, quality and fitness for purpose are hereby expressly disclaimed.

3 Standard of quality

- 3.1 The permission to use the Trade Marks shall apply to the Goods and the Services provided that the Company complies with all reasonable specifications and directions regarding the use of the Trade Marks and the standard of quality of the Goods or the Services which may be given from time to time by English Heritage or its authorised agents.
- 3.2 The Company will permit English Heritage or its authorised agents at all reasonable times to enter the Company's premises for the purpose of testing any goods in relation to which the Trade Marks are or are proposed to be used and will, if called upon by English Heritage to do so, promptly submit samples of such goods for inspection by English Heritage.
- 3.3 The Company hereby undertakes to English Heritage that it will at all times during the term of this Agreement not make use of the Trade Marks (and any new trade or

service marks assigned to it or created or owned by it) in a manner which will or may reflect adversely upon the image, status, reputation, business integrity or goodwill of English Heritage.

4 Title and goodwill

4.1 The Company recognises that English Heritage is the owner of the Intellectual Property Rights and save for the rights granted to it under this Agreement the Company shall have no rights in respect thereof.

4.2 All intellectual property rights (of whatever nature) including without limitation trade marks, service marks, copyright, design rights and all similar property rights arising during the course of the provision by the Company of goods or services to English Heritage shall be the property of English Heritage whether arising at common law or otherwise. The Company hereby assigns to English Heritage with full title guarantee any and all such intellectual property rights whether in existence at the date hereof or coming into existence hereafter including such right as it has where appropriate to apply for registration of any such intellectual property rights and to sue for damages and all other remedies in respect of any infringement of such intellectual property rights wheresoever and howsoever arising to hold unto English Heritage absolutely. It is hereby agreed by the parties that the assignment in this clause 4.2 shall take effect as an assignment of any future rights under section 91(1) (or as the case may be section 223(1) of the Copyright, Designs and Patents Act 1988) and such intellectual property rights that come into existence after the date of this Agreement shall vest in English Heritage by virtue of section 91(1) (or section 223(1)) without further assurance. The Company shall execute and do or procure to be executed or done all documents acts and things as may be necessary to effectually complete the assignment of such intellectual property rights to English Heritage and to give English Heritage the full benefit of the same.

4.3 Any accretion of goodwill in the business in the Goods and the Services and English Heritage's photographic library derived by the Company by reason of the use of each and any of the Trade Marks and by its being connected in the course of trade therewith shall accrue to English Heritage whether arising at common law or

otherwise. The Company hereby assigns to English Heritage with full title guarantee any and all such goodwill whether in existence at the date hereof or coming into existence hereafter to hold unto English Heritage absolutely. The Company shall execute and do or procure to be executed or done all documents acts and things as may be necessary to effectually complete the assignment of such goodwill to English Heritage and to give English Heritage the full benefit of the same.

4.4 The Company shall if requested by English Heritage from time to time include in its advertisements in the press and elsewhere and on the goods or the labels or containers used in connection with the sale of the Goods a notice to the effect that the Trade Marks and each of them are the Trade Marks of English Heritage or its successors in title.

5 Infringement or passing-off

5.1 In the event that the Company learns of any infringement or threatened infringement of the Intellectual Property Rights or any of them, it shall immediately notify English Heritage giving particulars thereof and the Company will at the request of English Heritage provide all reasonable information and assistance in the event that English Heritage decides that proceedings should be commenced or defended.

6 Period and event of termination

6.1 Subject to clause 6.2 the Licence will continue in force until terminated by either party by not less than 3 months notice to the other.

6.2 If the Company defaults to a material degree in the performance or observance of any of the terms of this Agreement on its part to be performed or observed and that default (if capable of remedy) is not remedied to the reasonable satisfaction of English Heritage within a period of 60 days after notice of such default given by English Heritage then English Heritage shall have the right to terminate the Licence forthwith by notice to the Company given at any time thereafter.

6.3 Notwithstanding any breach default or omission by either party hereto the other party may elect to continue to treat the Licence as in full force and effect and to enforce its rights under this Agreement.

7 Effect of termination

7.1 On termination of the Licence (howsoever caused):

- (a) the Company will immediately cease all further manufacture and sale of the Goods and provision of the Services to the extent manufactured, sold or provided using any of the Intellectual Property Rights and shall cease to exploit English Heritage's photographic library except only that the Company may for a period of six months from the date of termination sell off its stocks of the Goods manufactured prior to such termination and fulfil any binding commitments for the sale of the Goods or provision of Services or exploitation of English Heritage's photographic library made by it prior thereto;
- (b) the Company will immediately return to English Heritage all materials and information supplied by English Heritage under this Agreement and all copies thereof and shall make no further use of any information so supplied;
- (c) the Company will not thereafter use the Trade Marks or any other of the Intellectual Property Rights other than as necessary in connection with the sale of Goods or supply of Services or exploitation of English Heritage's photographic library permitted pursuant to clause 7.1(a).

7.2 Termination of the Licence for whatever reason shall be without prejudice to any claims or rights of action of either party accrued prior to the date of termination or that either party may have against any other for damages for breach of contract.

8 **Assignment and sub-licensing**

8.1 The Company may not assign, sub-licence or sub-contract any of its rights or obligations under this Agreement unless otherwise agreed with English Heritage in writing.

9 **Miscellaneous**

9.1 This Agreement contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral with respect thereto and each of the parties hereby acknowledges that it has not been induced to enter into this Agreement by reason of any representation made by or on behalf of the other party

9.2 This Agreement shall not be construed as constituting the Company an agent or employee or partner of English Heritage for any purpose whatsoever and neither party shall have the right or authority to act for or to bind the other party in any way or to make or give any representation or warranty on behalf of the other or to settle any claims by or against the other or pledge the credit of the other as a result of this Agreement.

9.3 Any provision of this Agreement which in any way contravenes the law of any territory in which this Agreement takes effect shall in such territory to the extent of such contravention be deemed severable and of no effect but the other provisions of this Agreement shall continue in full force and effect.

10 **Notices**

10.1 Any notice to be given under this Agreement shall be in writing in English and shall be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by first class post or by facsimile transmission to the address given at the beginning of this Agreement or such other address as has been previously notified in writing to the other party. Any such notice or other communication shall be deemed to be given at the time when the same is handed to or left at the address of the party to be served, or if delivered by post on the

day (not being a Sunday or public holiday) two days following the day of posting, or in the case of a facsimile on the next following day.

10.2 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted or that the applicable means of telecommunications was properly addressed and despatched (as the case may be).

11 Governing law

11.1 This Agreement shall take effect from the date hereof and shall be governed by and construed in accordance with the laws of England and the parties submit to the jurisdiction of the English courts although either party may enforce this Agreement in any court of competent jurisdiction.

IN WITNESS whereof the parties hereto have duly executed this Agreement the day and year first above written.

Schedule 1

Part A Registered Trade Marks and Service Marks

Trade Mark	Country	Registration No	Class	Goods and Services
Square logo	UK	1496483	16	Printed publications, books, magazines, maps, photographs, teaching materials, etc.
Square logo	UK	1552682	41	Education and training services relating to conservation and environment
Square logo	UK	1496484	42	Consultancy and advisory services relating to historic buildings
English Heritage	UK	1496481	16	Printed publications, books, magazines, maps, photographs, teaching materials, etc.
English Heritage	UK	1496482	42	Consultancy and advisory services relating to historic buildings
A Scent of History	UK	1585736	3	Toiletry and cosmetic products
A Taste of History	UK	2101387	29, 30, 32	Food, Food products and beverages etc.
English Heritage & Square Logo	UK	2054192	36	Financial Planning and Management etc.
Square Logo	UK	2053459	36	Financial Planning and Management etc.

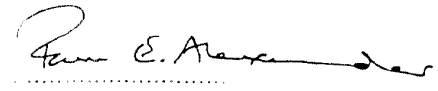
Schedule 1

Part B Trade Mark Applications

Trade Mark	Country	Registration No.	Class	Goods
English Heritage & Logo	CTM	575373	9, 14, 16, 20, 21, 24, 25, 29, 30	Instruments, watches, jewellery, stationery, furniture, utensils, textiles, clothing, toys, food and food products
English Heritage & Logo	USA	75/357204	9, 14, 16, 20, 21, 24, 25, 29, 30	Instruments, watches, jewellery, stationery, furniture, utensils, textiles, clothing, toys, food and food products

SIGNED by
for and on behalf of
THE HISTORIC BUILDINGS AND
MONUMENTS COMMISSION FOR ENGLAND

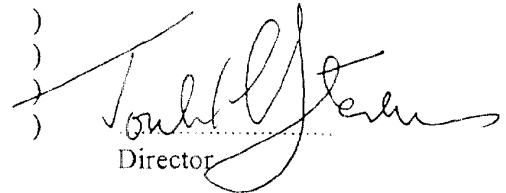
)
)
)
)



.....
Authorised Signatory

SIGNED by
for and on behalf of
ENGLISH HERITAGE
TRADING LIMITED

)
)
)
)



.....
Director