

**2019-20 UNIVERSITY OF ARKANSAS
CRAFTER LICENSE AGREEMENT**

This License Agreement ("Agreement") is made and entered into by and between the Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas, an institution of the State of Arkansas, having its principal place of business at Broyles Athletics Center; 350 N. Razorback Road, Fayetteville, AR 72701 ("University") and _____, individually, having an address of:

_____, ("Licensee").

University and Licensee are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party."

WHEREAS, the University is the owner of certain designations, including designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia ("Licensed Indicia").

WHEREAS, Licensee desires to use certain Licensed Indicia in connection with the sale of products displaying the Licensed Indicia ("Licensed Articles").

WHEREAS, University is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS

Licensee acknowledges and agrees that University is the sole and exclusive owner of all rights, title and interest in and to its Licensed Indicia as shown in Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by University. Licensee acknowledges that the University's rights in the License Indicia shall remain the exclusive property of the University, which to the best of its knowledge, is the sole owner of its rights in the Trademark and its associated goodwill, and the Licensee, by reason of this License or otherwise, has not acquired any right, title, interest or claim of ownership to the Trademark. The Licensee's use of the Trademark, and any and all goodwill arising from such use, shall inure solely to the University's benefit. Licensee shall have no sub-license or pass-through rights.

Licensee acknowledges the validity of the state and federal registrations the University owns, obtains, or acquires. Licensee shall not, at any time, file any trademark application with the United States Patent and Trademark Office, or with any other governmental entity for the Licensed Indicia. Licensee shall not use the Licensed Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the Licensed Indicia or any similar name, photograph, logo, mark or image shall be immediately transferred to the University without compensation. Licensee shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration by the University of the Licensed Indicia. Licensee shall not object to, or file any action or lawsuit because of, any use by the University of the Licensed Indicia

or any similar name, photograph, logo, mark or image for any goods or services, whether such use is by the University directly or through licensees or authorized users. Licensee recognizes the great value of the goodwill associated with the Licensed Indicia and acknowledges that such goodwill belongs to the University, and that the Licensed Indicia and similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia have inherent and/or acquired distinctiveness. Licensee shall not, during the term of this License or thereafter, dispute or contest the property rights of the University, dispute or contest the validity of this License, or use the Licensed Indicia or any similar name, photograph, logo, mark or image in any manner other than as expressly stated herein.

Licensee agrees to assist the University in the protection of the University's rights in and to the Licensed Indicia and shall provide, at reasonable cost to be borne by the University, any evidence, documents, and testimony concerning the use by Licensee of the Licensed Indicia, which the University may request for use in obtaining, defending, or enforcing rights in the Licensed Indicia and any similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia or related application or registration. Licensee shall notify the University in writing of any infringements by others of the Licensed Indicia, as well as any unauthorized use of the Licensed Indicia of which it is aware. The University shall have the right to determine whether any action shall be taken on account of any such alleged infringements. Licensee shall not institute any suit or take any action on account of any such alleged infringements without first obtaining the written authorization of the University.

Nothing in this License gives Licensee any right, title, or interest in the Licensed Indicia except the right to use the Licensed Indicia in accordance with the terms of this License. Licensee's use of the Licensed Indicia shall inure to the benefit of the University. Licensee acknowledges that any original designs, artwork or other compilations created by it pursuant to this License that contain the Licensed Indicia or similar designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia that is used, registered or trademarked by the University, are "compilations" or "supplementary works" as those terms are used in Section 101 of the Copyright Act, and that such designs, artwork or other compilations will be, and will be treated as having been specially ordered or commissioned for use as a compilation or supplementary work rendered for, at the instigation and under the overall direction of the University; and therefore that all the work on and contributions by Licensee, as well as the designs, artwork or other compilations themselves, shall at all times be regarded as "work made for hire" by the Licensee for the University. Without limiting the foregoing acknowledgment or subsequent assignment, Licensee further acknowledges that any rights that Licensee might have under this License do not in any way dilute or affect the interests of the University in the Licensed Indicia or any derivatives thereof; nor permit Licensee to copy or use the designs, artwork or other compilations created by it or the Licensed Indicia or University's other designs, trademarks, trade names, trade dress, service marks, logo graphics, images, symbols and other indicia; nor to affix a copyright or trademark notice to any Licensed Articles or to any product bearing such designs, artwork or other compilations created by Licensee, except as expressly permitted under this License.

Licensee shall inform the University in writing of any and all complaints regarding the Licensed Indicia, Licensed Articles, their use, creation, distribution, marketing and/or sale promptly upon Licensee's receipt of such complaint.

2. GRANT

University hereby grants to Licensee a revocable license to sell the Licensed Articles listed in Appendix A and displaying certain of the Licensed Indicia set forth in Appendix B, and in accordance with the limited terms and conditions herein. **Licensee may only sell the Licensed Articles directly to individual consumers.** Examples of such sales include through websites, craft shows, flea markets, holiday shows, festivals, gift marts, and events organized by religious organizations, schools, counties and states. Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University, it may not use the indicia of any other colleges, universities, conferences, bowl games or the NCAA, or the names and/or likenesses of any third party, in connection with the Licensed Articles. **No wholesale sales or sale to any third party retailers are permitted.**

Licensee shall not use or permit its officers, employees, agents or subcontractors to use the name of University or any Licensed Indicia in association with any of the following prohibited categories (collectively, "Prohibited Categories", or each a "Prohibited Category"):

- (a) Tobacco products, tobacco-related products, services or usage;
- (b) Alcohol, alcohol-related products, services, depictions or references to alcohol consumption and/or abuse;
- (c) Endorsement of a commercial product or service; drugs, drug use or drug paraphernalia;
- (d) Sexually suggestive or oriented products, services, conduct, imagery or inferences;
- (e) Religious affiliations, products or organizations;
- (f) Political campaigns, parties or organizations;
- (g) Gaming, games of chance, gambling or gambling related products or services;
- (h) Profanity, racists, sexist, xenophobic, hateful, demeaning or degrading language or statements;
- (i) Inherently dangerous products, firearms, explosives or other weapons;
- (j) Laxatives, intimate apparel, male enhancement, hormone replacement or restoration, birth control or feminine hygiene products; and
- (k) Products or services that combine another entity's tradename, mark, logo or other intellectual property with Licensed Indicia to form a unitary mark or use a derivative of Licensed Indicia.

The Licensed Indicia shall be used only in the exact form, manner and context specified herein, and shall not be modified for any use without the prior written approval of the University. In exercising its rights under this License, Licensee shall not use the Licensed Indicia in any manner that the University determines, in its sole discretion, is reasonably likely to embarrass or derogate the University, its trustees, employees, students or alumni or the integrity, distinctiveness, goodwill, value or strength of its rights in the Licensed Indicia.

3. TERM

This Agreement shall be deemed effective as of the date of the last signature below and shall expire June 30, 2020. This Agreement may be renewed for additional yearly periods upon mutual written agreement of the Parties, unless Licensee distributes and/or sells five hundred (500) or more Licensed Articles or two thousand five hundred dollars (\$2,500.00) or more in Licensed Articles, during the initial term or any renewal period. In such case, Licensee will be required to proceed with obtaining a license agreement from the University's authorized licensing representative, CLC. Notwithstanding any other provision herein, Licensee acknowledges and agrees that the University shall have the absolute right to terminate this License at any time, for

any reason, without prior notice and without prejudice to any other rights under this License, in law, in equity, or otherwise.

4. APPROVAL OF LICENSED ARTICLES

The execution of this Agreement shall be considered the University's approval for Licensee to sell the Licensed Articles displaying the Licensed Indicia only. In the event that Licensee wants to get licensed for any products not set forth in Appendix A, Licensee shall submit a sample of such product to University for written approval.

5. OFFICIAL LABEL

Licensee shall, prior to the distribution or sale of any Licensed Article, affix its name and an official label in the form prescribed by University ("Officially Licensed Collegiate Product Label") label to each Licensed Article.

6. ROYALTY PAYMENTS/REPORTS

(a) **Royalty Payments.** Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University a royalty fee in the amount of one hundred dollars (\$100.00). For thirty dollars (\$30.00), the Licensee can purchase 500 "Officially Licensed Collegiate Product" labels, which are **required** to be on each item sold.

(b) **Royalty Reports.** At the end of the initial term, and at the end of any renewal term agreed to by the Parties, Licensee shall provide University a report indicating the total sales amounts of Licensed Articles, total units of Licensed Articles sold, and the specific location where such sales were made.

7. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless University, its trustees, officers, agents and employees from any and all claims, suits, causes of action, damages, losses, liability, cost and expenses including attorneys' fees and costs, arising out of Licensee's use of the Licensed Indicia or the creation, distribution, marketing or sale of Licensed Articles (including but not limited to, any and all breach of contract, negligence, intentional tort, defamation, copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result; any unauthorized use of or infringement of any patent, copyright, trademark or other proprietary right of a third party by Licensee; defects or alleged defects and/or designs on any product or in conjunction with any use or service related to the Licensed Indicia or the creation, distribution, marketing or sale of Licensed Articles; false advertising, fraud, misrepresentation or other claims related to the use of the Licensed Indicia or the creation, distribution, marketing or sale of Licensed Articles; the unauthorized use of the Licensed Indicia or alleged breach by Licensee of any of its representations, warranties, covenants or obligations contained in this License; libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party; and/or agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this License). The indemnifications hereunder shall survive the expiration or termination of this License.

8. SEVERABILITY

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

9. INDEPENDENT CONTRACTOR

Nothing in this License shall be construed to place the Parties in the relationship of partners, joint venturers or agents, and Licensee shall have no power to obligate or bind the University in any manner whatsoever. Licensee shall neither state nor imply, directly or indirectly, that the Licensee or its activities, other than under this license, are supported, endorsed or sponsored by the University and, upon the direction of the University, shall issue express disclaimers to that effect.

10. NO ASSIGNMENT

This License is personal to Licensee. Neither this License nor any of Licensee's rights shall be sold, transferred or assigned by Licensee without the University's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party. Subject to the foregoing, this License shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of the University, its successors and assigns.

11. INJUNCTIVE RELIEF

Licensee acknowledges that its breach or threatened breach of this License will result in immediate and irreparable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this License by Licensee, the University may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance. In the event of any breach or threatened breach of this License by Licensee or infringement of any rights of the University, Licensee shall reimburse the University for its Reasonable Attorney's Fees, the reasonable time and expense of the University's attorneys expended in pursuit or defense of such action and any other related expenses.

12. INTEGRATION

This License constitutes the entire agreement and understanding between the Parties. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. To the extent any prior agreements, understandings, negotiations or representations contradict or otherwise conflict with the terms or conditions of this License, such provisions are canceled, superseded and revoked. This License shall not be otherwise waived, altered or amended except by written agreement, signed by an authorized representative of the University pursuant to University policy. However, failure of the University to require the performance of any term in this License, enforce any right or the waiver of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach. The terms and conditions of this License are necessary to protect the rights and interests of the University and shall survive the termination or expiration of this License.

13. APPLICABLE LAW

This License Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas, without regard to conflict of laws principles, regardless of where the Parties hereto may now or hereafter reside, be organized or do business. The place of execution and venue governing this Agreement and any legal proceeding or monetary claim against University, its trustees, officials, employees and representatives, to the extent one could be made, shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the Parties hereunder shall be determined in accordance with such laws. Licensee recognizes that University, its trustees, officials, employees and representatives are institutions and/or officials of the State of Arkansas and are entitled to sovereign immunity from suit.

By their execution below, the Parties hereto have agreed to all of the terms and conditions of this Agreement.

Crafter Licensee

University of Arkansas

Name: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State: _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

Signature: _____

Appendix A
Products Offered

(Include pictures or send live sample to the Razorback Licensing Office:
350 N. Razorback Rd. Fayetteville, AR 72701)

Have you previously held a crafters license with the University of Arkansas or an Arkansas license through the Collegiate Licensing Company (CLC)? () Yes () No

Have you produced items bearing University of Arkansas trademarks prior to this proposal? () Yes () No

If yes, please explain: _____

Do you hold any other college or professional licenses? () Yes () No

If yes, which licenses? _____

Photos of items:

Appendix B

University of Arkansas Logo Sheet

APPENDIX B																																							
UNIVERSITY OF ARKANSAS is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.																																							
<div style="display: flex; justify-content: space-between; align-items: center;"> APRIL 22, 2014 UNIVERSITY OF ARKANSAS RAZORBACKS </div>																																							
PRIMARY MARKS																																							
Left-facing hog can only be used in cases where a 2-sided hog is needed, as on a football helmet or paired sides of apparel (e.g. pants or jerseys).																																							
 1	 2																																						
Body of hog must remain in white with red or black outline.																																							
 3	 4	 5	 6																																				
SECONDARY ATHLETICS MARK																																							
This mark has limited use until 4/21/2017. For a list of restricted product categories, click HERE .																																							
 7	 8	 9	 10																																				
WORDMARKS																																							
 11	 12	 13																																					
 14	 15	 16																																					
SPORT SPECIFIC MARKS																																							
All University sports available upon further request. Please contact licensing@uark.edu for more information.																																							
 17	 18	 19	 20																																				
INSTITUTIONAL MARKS		SCHOOL SEAL																																					
Case-by-case conditional occasions		Case-by-case conditional occasions																																					
 21	 22	 23	 24																																				
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HELMET MARK		BASEBALL/SOFTBALL MARK																																					
 26		 27																																					
VERBIAGE		GENERAL INFORMATION																																					
Arkansas Razorbacks ® University of Arkansas ® Arkansas Razorbacks ® Arkansas ® Razorback ® Go Hogs™		Hogs™ Woco Pig Soobie ® The You of A ® Fastest 40 Minutes in Basketball™ Fastest 40™ Never Yield™																																					
LOCATION: FAYETTEVILLE, AR MASCOOT: RAZORBACKS MASCOOT NICKNAME: BIG RED		LIVE MASCOOT: TUSK ESTABLISHED DATE: 1871 CONFERENCE: SOUTHEASTERN CONFERENCE																																					
ADDITIONAL PERTINENT INFORMATION																																							
<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"></td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 10%; text-align: center;">No</td> <td style="width: 20%; text-align: center;">Restrictions</td> </tr> <tr> <td>• University seal permitted on products for resale:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Only in limited occasions</td> </tr> <tr> <td>• Alterations to seal permitted:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>• Overlaying / intersecting graphics permitted with seal:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>• University licenses consumables:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>• University licenses health & beauty products:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>• University permits numbers on products for resale:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Contact licensing@uark.edu for list of approved numbers</td> </tr> <tr> <td>• Mascot caricatures permitted:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>• Cross licensing with other marks permitted:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </table>					Yes	No	Restrictions	• University seal permitted on products for resale:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Only in limited occasions	• Alterations to seal permitted:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		• Overlaying / intersecting graphics permitted with seal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		• University licenses consumables:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		• University licenses health & beauty products:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		• University permits numbers on products for resale:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contact licensing@uark.edu for list of approved numbers	• Mascot caricatures permitted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		• Cross licensing with other marks permitted:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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• NO USE of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations. • NO REFERENCES to alcohol, drugs, or tobacco related products may be used in conjunction with University marks. • The secondary font of athletics is Interstate Black (as seen in marks 17-20). The previous font, Razorback, is still acceptable.																																							
COLOR INFORMATION																																							
You must use the approved university colors or the "PANTONE" colors listed on this page. The colors on this page are not intended to match the PANTONE color standards. For the PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.																																							
SCHOOL COLORS	PANTONE COLORS	THREAD COLORS																																					
CARDINAL WHITE ANTHRACITE	PANTONE 201 WHITE PANTONE 447	MADEIRA 1181 WHITE MADEIRA 1361 POLYNEON 1981 WHITE POLYNEON 1665																																					
CARDINAL	WHITE	ANTHRACITE																																					

NOTE: The marks of University of Arkansas are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by UNIVERSITY OF ARKANSAS shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

Appendix C
Distribution Plan and Brief Marketing Plan
(How and where you plan to sell your product(s))