

## LOGO/TRADENAME LICENSE AGREEMENT

This Agreement shall serve as a legal and binding Agreement by and between the University of South Carolina, a public university of the state of South Carolina having its principal place of business at Columbia, SC (hereinafter "University") and \_\_\_\_\_, Individually, having an address of \_\_\_\_\_ (hereinafter "Licensee").

WHEREAS, the University is the owner of certain designations, including designs, trademarks, service marks, logographics, symbols, and other indicia (hereinafter "Licensed Indicia").

WHEREAS, Licensee desires to use certain of the Licensed Indicia in connection with the sale of products displaying University of South Carolina Indicia (hereinafter "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 on Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by University.

### 2. GRANT.

University hereby grants to Licensee permission 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 and in other venues mutually agreed upon in writing. 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 unless agreed to in writing.

3. TERM.

This Agreement shall be deemed effective as of the date of the last signature below, and shall expire **6/30/2017**. This Agreement may be renewed for additional yearly periods upon mutual written agreement of the parties.

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. 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 ("Official Label") label to each Licensed Article.

6. ANNUAL LICENSING FEE

Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University an annual licensing fee based on projected sales.

7. INDEMNIFICATION

The University shall have no liability arising out of Licensee's use of the Licensed Indicia during the Term. Licensee hereby agrees to indemnify and hold harmless the University, and its officers, employees and agents, from any and all liability that arises in connection with Licensee's sale of the Licensed Articles.

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. INTEGRATION.

This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

11. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of South Carolina.

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

Licensee: \_\_\_\_\_

University of South Carolina

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**APPENDIX A**

**Licensed Articles**

**Specifications**