

## Trademark License

This Trademark License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between Old Mission Beach Athletic Club, Inc., a California corporation, located in San  
Diego, California (the “**Licensor**”) and \_\_\_\_\_,  
located in (the “**Licensee**”) \_\_\_\_\_.

### Recital

Licensor owns the trademarks “OVER-THE-LINE” and “OTL” (collectively, the “**Marks**”).  
Licensee wishes to license a one-time use of the Marks for the date/period \_\_\_\_\_  
\_\_\_\_\_ and carrying the title \_\_\_\_\_.

### Terms of License

#### 1. Definitions.

1.1 “**Territory**” shall mean the location of the use of the Marks, which is

\_\_\_\_\_.

1.2 “**Term**” shall mean the period beginning on \_\_\_\_\_  
through \_\_\_\_\_.

1.3 “**Event**” shall mean the following event or series of events during the Term:

\_\_\_\_\_.

1.4 **Ownership.** Licensee acknowledges that Licensor is the sole and exclusive owner of the entire right, title and interest (including the accompanying goodwill) in and to the Marks.

1.5 **Rights Limited to Grant.** The Licensee acknowledges that it shall be entitled to no rights whatsoever in the Marks except as is specifically granted pursuant to this License and then only to the extent of the express grant.

1.6 **No Assertion of Invalidity.** The Licensee covenants not to attack the validity of any of the Marks at any time, whether during or after the term of this License.

## 2. License Grant.

2.1 **Use.** The Licensor grants to Licensee a nonexclusive license, limited to use of the Marks as trademarks in the Territory, and during the term, and only in connection with the event, or series of events during the time period as agreed herein.

2.2 **Restrictions on Use of Marks.** Licensee shall place the symbol “®” next to and above each use of the Marks.

3. **Royalty.** Licensee shall pay a royalty of \_\_\_\_\_ for use of the Marks, as defined in this agreement.

## 4. Quality Control.

4.1 **No Injury to Marks.** Licensee shall not use the Marks in any manner that would injure the reputation of Licensor and/or of the Marks.

4.2 **Licensor’s Right of Inspection.** The Licensor may, itself or through any reasonably designated representative, inspect Licensee’s use of the marks at the Event to ensure that Licensee’s use of the Marks is up to the Licensor’s quality standards. If the Licensor’s inspection reveals deficiencies in the use of the Marks, which in the judgment of the Licensor would adversely reflect upon the Marks, the Licensee shall promptly rectify all such deficiencies to the satisfaction of the Licensor.

5. **Assignment.** The Licensee’s rights under this Agreement and this Agreement itself shall not be subject to assignment by the Licensee to any third parties without the prior written approval of the Licensor.

6. **Indemnity.** At its own cost and expense, the Licensee shall defend, indemnify and hold the Licensor harmless (including the Licensor’s subsidiaries, affiliates, stockholders, directors, officers, employees, and agents) from and against any and all loss, liability, claims, suits, actions, proceedings, judgments, awards, damages and expenses (including attorneys’ fees) that they, or any of them may incur or suffer by reason of the Licensee’s use of the Marks in connection with any events or activities, related or unrelated to the event or activities, and/or related or unrelated to the use of Licensor’s Marks.

## 7. Termination.

7.1 **Cure.** If the Licensee shall breach any of the provisions of this Agreement and such breach shall not be immediately cured upon notice from the Licensor of the breach, Licensor shall have the option to terminate this Agreement. In the event of such termination the Licensee shall cease all use of the Marks.

**8. Authorization.**

Old Mission Beach Athletic Club, Inc. \_\_\_\_\_

(Licensor)

\_\_\_\_\_

(Licensee)

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

(Signature)

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

(Signature)

**Send this completed form with the required license fee (check payable to OMBAC) to:**

OMBAC Trademarks  
P.O Box 90157  
San Diego CA 92111  
92169-2157

An OMBAC Trademarks representative will sign the completed Trademark License permission form and mail it back to you for your records.