

## **STURGIS® Motorcycle Rally Trademark Usage Agreement – 2011**

This STURGIS® Motorcycle Rally Trademark Usage Agreement – 2011 (“Agreement”) is by and between Good Sports, Inc. (“GSI”), a Connecticut corporation that is the authorized licensee of Sturgis Motorcycle Rally, Inc. (“SMRI”) with respect to certain intellectual property rights described below, on the one hand, and the distributor or vendor/retailer \_\_\_\_\_, having an address of \_\_\_\_\_ (“Customer”), on the other hand (GSI and Customer shall be referred to herein collectively as the “Parties”), and is effective as of the later of the dates the Parties sign where designated below and the payment required by paragraph 5 below is paid to GSI (the “Effective Date”).

For good and valuable consideration, the sufficiency of which is acknowledged herein, the Parties agree as follows:

1. **SMRI’s Trademarks:** The Parties acknowledge and agree that SMRI is the owner of all right, title and interest in and to the following trademarks and service marks: (a) the STURGIS Composite Design Mark, subject to U.S. Reg. No. 1,948,097; (b) the STURGIS® mark, subject to U.S. Reg. No. 3,923,284 and U.S. Appl. Serial No. 76/201,759; (c) the STURGIS BIKE WEEK® mark, subject to U.S. Reg. Nos. 2,070,955, 3,825,398, 3,818,703, 3,838,171, 3,911,270, and 3,923,236; the TAKE THE RIDE TO STURGIS® mark, subject to U.S. Reg. No. 3,923,284; the mark BLACK HILLS, subject to U.S. Appl. Serial Nos. 76,012,802 and 76/979,109 (the “SMRI Trademarks”), and all related goodwill, and each of which the Parties agree are valid marks owned by SMRI, live and subsisting and convey tremendous goodwill to SMRI.

2. **Marks Subject to this Agreement:** From among the SMRI Trademarks, Customer wishes to obtain, and GSI conveys, the right to use, during the Term (as defined below) of this Agreement and subject to the Payment (as defined below), the Requirements (as defined below) and the Limitations (as defined below), the following mark(s): \_\_\_\_\_ (the “Subject Marks”), in conjunction with the offering, sale, marketing, advertising and distribution of the Subject Goods (as defined below) in, around, and relating to the Sturgis Motorcycle Rally.

3. **Term:** The term of this Agreement is from the Effective Date until December 31, 2011 (the “Term”). Upon the end of the Term, Customer shall cease all use of the Subject Marks, and all distribution, sale, marketing and advertising of goods or services bearing or sold in conjunction with the Subject Marks.

4. **The Subject Goods:** During the Term, Customer shall have the right to use the Subject Marks in connection with the distribution and sale of the following number of the following goods: \_\_\_\_\_ (the “Subject Goods”), and in connection with no other goods. Internet sales of the Subject Goods or of any goods bearing any of SMRI’s Trademarks are expressly prohibited by this Agreement.

5. **Payment:** As consideration for this Agreement and the use of the Subject Marks set forth herein, Customer shall pay to GSI, upon the Effective Date, the sum of \$ \_\_\_\_\_ (the “Payment”).

6. **Requirements:** The following shall be required of Customer (the “Requirements”):

- a. **Quality Control:** Customer shall maintain the highest standards respecting the nature and quality of each of the Subject Goods, related packaging, advertising and marketing materials on which the Subject Marks are used, and Customer shall not use the Subject Marks in any manner not approved in advance by GSI or SMRI.
- b. **Indemnification:** Customer agrees to indemnify and hold harmless GSI and SMRI from any and all loss, claim, suit or liability arising out of or otherwise connected with Customer’s design, manufacture, distribution or sale of the Subject Goods, and Customer

agrees that such indemnity will include, without limitation, payment of GSI and SMRI's attorney's fees, costs and expenses and any damages paid by GSI or SMRI by settlement, judgment or otherwise. This Paragraph shall survive termination of this Agreement.

- c. **Compliance with All Applicable Laws and Regulations:** Customer agrees to comply at all times with all government laws, regulations and codes, including, without limitation, with those regarding product safety, labeling and hazardous substances.
  - d. **Approvals and Production Samples:** Before the Subject Goods are offered, distributed or sold in commerce, Customer will provide to GSI designs sufficient to show the manner of use of the Subject Mark on or in connection with the Subject Goods. Within 30 days following the introduction of each of the Subject Goods into commerce, Customer will provide two (2) representative samples of each of the Subject Goods to GSI.
  - e. **Hangtags and Labels:** GSI agrees to provide Customer with hangtags equal to the number of Subject Goods identified in Paragraph 4 herein for which Payment has been made. Customer agrees to use a hangtag provided by GSI on or in connection with each of the Subject Goods sold using any of the Subject Marks.
  - f. **Best Efforts:** Customer will use its best efforts to market, promote, distribute and sell the Subject Goods bearing any of the Subject Marks.
7. **Limitations:** The following sets forth certain limitations on Customer (the "Limitations"):
- a. **Dated Merchandise:** Customer shall have no right to use the Subject Marks or any of SMRI's Trademarks in connection with any merchandise that is dated with a year (e.g., 2012), except for merchandise that is dated with the year of the Term (i.e., 2011).
  - b. **Non-Exclusive, Non-Transferable and Non-Assignable:** The rights granted to Customer herein shall not be exclusive to Customer, and these rights are personal to Customer and are not transferable or assignable by Customer without the written approval of GSI.
  - c. **Termination:** GSI shall have the right but not the obligation to terminate this Agreement for any reason, including, without limitation, Customer's failure to adhere to any of the Requirements, or for violation of any of the Limitations, or for any change in ownership on the part of Customer, or for Customer's bankruptcy or insolvency.
  - d. **No contest:** Customer agrees not to challenge or contest, or support any other person in challenging or contesting, any of the SMRI Trademarks or the Subject Marks or the ownership or validity of any of the foregoing.
8. **Remedies:** Customer agrees that in the event of its breach of this Agreement, or of any of the Payment, Requirements or Limitations clauses set forth herein, GSI and SMRI shall be entitled to injunctive relief, the Parties agreeing that there would be no adequate remedy at law.
9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the matters described herein, and shall be amended only in writing executed by both Parties.
10. **Severability:** If any of the provisions herein (or portion(s) thereof) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion will be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and the remaining portions of this Agreement shall be unaffected, valid and enforceable.

The Parties have executed this Agreement as set forth below:

GOOD SPORTS, INC.

CUSTOMER: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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