

LICENSE AGREEMENT
NON-COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

1. Definitions

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR’S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Varsity Poms
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Jennifer Hammes

Contact's Signature: Jennifer Hammes Date Signed: 7-30-19

How to Reach Contact: Phone: 319-270-1249

Email: jhammes@linnmar.k12.ia.us

Full Address: 2340 Winchester Dr.
Marion, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

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Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Block 8th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Matt Casebolt/Head Maggie Casebolt/Assistant
(Example: Head Coach)

Contact's Printed Name: Matt Casebolt

Contact's Signature: Matt Casebolt Date Signed: 7-29-19

How to Reach Contact: Phone: 319-560-4338 / 560-8387

Email: caseboltm@aol.com

Full Address: 3197 Brookfield Dr.
Marion IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Wildcats
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Cyle Clapper - Head Coach
(Example: Head Coach)

Contact's Printed Name: Cyle Clapper

Contact's Signature: Cyl Clap Date Signed: 7/23/19

How to Reach Contact: Phone: 712-308-2428

Email: Cyle_24@yahoo.com

Full Address: 570 Kervin CT
Robins, IA 52328

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: L-M Lions Black 4th Grade Girls
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Coach
(Example: Head Coach)

Contact's Printed Name: Karen Daubs

Contact's Signature: Karen Daubs Date Signed: 7/15/19

How to Reach Contact: Phone: 319.721.8440

Email: Karendaubs4@gmail.com

Full Address: 1170 Bedford Ct
Marion IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Energy 8th Grade Boys BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Stacy Feldman

Contact's Signature: Stacy Feldman Date Signed: 7/1/2019

How to Reach Contact: Phone: 319-361-6875

Email: Feldmanstacy72@gmail.com

Full Address: 2530 Victoria St.
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

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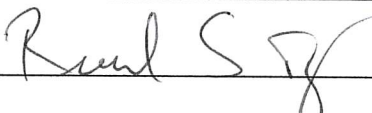
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS 8th BOYS BB
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: COACH
(Example: Head Coach)

Contact's Printed Name: Rick Fry

Contact's Signature:  Date Signed: 7/22/19

How to Reach Contact: Phone: 319 531 6144

Email: rsfry1@yahoo.com

Full Address: 15 PINE COURT

ROBNS, IA 52328

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@linnmar.k12.ia.us
Phone: 319-447-3008

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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar force
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Andrew Martin

Contact's Signature:  Date Signed: 7-2-19

How to Reach Contact: Phone: 319 540 2236

Email: ajmartin76@hotmail.com

Full Address: 7412 Westbury Dr NE
Cedar Rapids IA 52402

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Swiss 3rd Gr. BB
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: David McEwen / Head Coach
(Example: Head Coach)

Contact's Printed Name: David McEwen

Contact's Signature: David McEwen Date Signed: 7/15/19

How to Reach Contact: Phone: 319-491-6968

Email: mackelb@yahoo.com

Full Address: 98 Partridge Ave Marion IA
52302

Licenser:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar 3rd Grade Girls Basketball
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Todd E. Miller

Contact's Signature: Todd E. Miller Date Signed: 7/24/19

How to Reach Contact: Phone: 319-431-6679

Email: temiller7@gmail.com

Full Address: 5155 Elderton Dr
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Lions - Boys 6th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Brianne Riehl

Contact's Signature:  Date Signed: 7/18/19

How to Reach Contact: Phone: 319-430-5861
Email: briepage@gmail.com
Full Address: 2115 Rosewood Ridge Dr.
Marion IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Red 4th grade Girls' BBall
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: BLAIR SCIM

Contact's Signature:  Date Signed: 7/15/19

How to Reach Contact: Phone: 319-231-1812

Email: blairscim@gmail.com

Full Address: 805 71st Street NE
Cedar Rapids, IA 52402

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Red 5th Gr. Girls BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Trevi's Senters

Contact's Signature:  Date Signed: 7-1-19

How to Reach Contact: Phone: 319-310-7262

Email: trsenters@yahoo.com

Full Address: 1780 Valentine Dr.
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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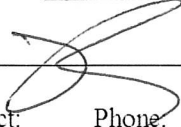
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS 3RD GRADE BOYS
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: HEAD COACH
(Example: Head Coach)

Contact's Printed Name: JACK SHAPPEE

Contact's Signature:  Date Signed: 7/25/17

How to Reach Contact: Phone: 360-4577
Email: JACK.SHAPPEE@OUTLOOK.COM
Full Address: 3800 WILLOWOOD AVE
MARION IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Lions - black
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Jason Troy

Contact's Signature: Jason Troy Date Signed: 7/29/19

How to Reach Contact: Phone: 319-310-6967

Email: jtroy@healthenterprises.org

Full Address: 5820 Rock Ridge Dr.
Marion, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

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Brad Wegmann

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn Mar Shooters 4th Grade
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Brad Wegmann

Contact's Signature: *Brad Wegmann* Date Signed: 7-15-19

How to Reach Contact: Phone: 319-721-3749

Email: brad.wegmann@hiku.com

Full Address: 4155 Canton Ct
Marion, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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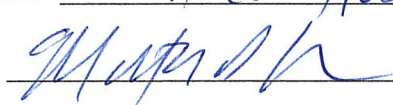
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Osse 1 (Linn Mar)
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Matthew Hoshins

Contact's Signature:  Date Signed: 7/30/17

How to Reach Contact: Phone: 319 270 8395

Email: mattemissionsofgreen.com

Full Address: 2100 Osse Creek Dr
Marion IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM LIONS (6th GRADE BOYS BASKETBALL)
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: HEAD COACH
(Example: Head Coach)

Contact's Printed Name: TRANS AXSEN

Contact's Signature:  Date Signed: 7.17.19

How to Reach Contact: Phone: 319.533.7091

Email: taxsen@linnmar.k12.ia.us

Full Address: 6949 BOWMAN LANE NE
CR, IA 52402

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
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Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Legends / 5th Grade Boys Basketball
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Jim Erickson

Contact's Signature:  Date Signed: 07/30/19

How to Reach Contact: Phone: 319-431-6268

Email: JErickson@BKS.com

Full Address: 131 Greenfield St. NE
Cedar Rapids, IA 52402

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT
NON-COMMERCIAL

Prohibited Items. License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.