

LICENSE AGREEMENT FOR TAKE ME FISHING™

Recreational Boating and Fishing Foundation, a non-profit organization doing business at

500 Montgomery Street, Suite 300, Alexandria, VA 22314 (hereinafter "Licensor"), and

Saint Paul
Parks and Recreation doing business at 400 City Hall Annex, 25 W. 4th St. St. Paul, MN 55102

(hereinafter "Licensee"), enter into this License Agreement as of the date set forth below.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, and conditions set forth below, the parties agree as follows:

DEFINITIONS

1. "TAKE ME FISHING Mark(s)" as used herein shall mean the Take Me Fishing logo; the Take Me Fishing logo with call to action; the Take Me Fishing logo with web address; the Take Me Fishing logo with National Fishing & Boating Week tag line; and/or the Take Me Fishing logo with .org, namely takemefishing.org (stylized), all shown below:



2. "Goods and Services" as used herein shall mean press releases, flyers, web info equipment, supplies, food, staff, and transportation.

(Above please specify the item on which the mark will appear and the duration of use— starting and ending dates)

RIGHTS GRANTED

3. Licensor grants Licensee a non-exclusive license to use the TAKE ME FISHING Mark(s) in connection with the Goods and Services defined in paragraph 2.

4. Licensee recognizes that Licensor is the sole and exclusive owner of all right, title, and interest in and to the TAKE ME FISHING Mark(s). All use of the TAKE ME FISHING Mark(s) shall inure to the benefit of Licensor. Licensee, by this License Agreement or by use of the TAKE ME FISHING Mark(s), shall acquire no right, title, or interest in or to the TAKE ME FISHING Mark(s) or the goodwill associated therewith.

5. Licensee agrees not to contest, challenge, or attack Licensor's rights in the TAKE ME FISHING Mark(s) or the validity of this License Agreement.

6. Licensee agrees to comply with the appropriate guidelines for proper use of the TAKE ME FISHING Mark(s) attached as Exhibit A.

7. Licensee will use the TAKE ME FISHING Mark(s) only in connection with the sale, distribution, and promotion of the Goods and Services.

QUALITY CONTROL

8. Licensee agrees to offer any goods or services under the TAKE ME FISHING Mark(s) in full accord with all applicable national, state, local, and other laws and regulations.

9. Licensee agrees to use the TAKE ME FISHING Mark(s) only in connection with the sale, promotion, and distribution of Goods and Services related to the promotion of recreational boating and fishing and to maintain the quality of such Goods and Services at a level at least as high as the current acceptable standards of quality prevailing in the boating, fishing, and conservation industries.

10. To ensure that Licensee exercises proper quality control over the goods and services it offers under the TAKE ME FISHING Mark(s), Licensee shall provide to Licensor, on an annual basis, representative samples of Licensee's products, labeling, and advertising using the TAKE ME FISHING Mark(s) in connection with such goods and services. Representative samples must be submitted electronically along with the application for the license agreement, and then electronically through Licensor's website each year thereafter.

11. Licensee shall indemnify and hold Licensor, its affiliates, subsidiaries, agents, and assignees harmless from any liability, loss, damage, or expense (including reasonable attorney's fees and court costs) incurred through third-party claims relating to Licensee's Goods or Services offered or sold under the TAKE ME FISHING Mark(s) or advertising of the Goods or Services offered or sold under the TAKE ME FISHING Mark(s), throughout the term of this License Agreement.

TERMINATION

12. This License Agreement is entered into for a period of three (3) years. After the expiration of this License Agreement, the parties are free to negotiate a new agreement.

13. In the event that the United States Fish and Wildlife Service (USFWS) elects to dissolve the RBFF, all ownership and Licensor rights to the TAKE ME FISHING Mark(s) will revert to the USFWS. In this instance, the license agreement between the Licensee and RBFF will terminate. A subsequent license agreement will need to be negotiated between the licensee and the USFWS.

14. Licensor may terminate this License Agreement upon thirty days written notice to Licensee in the event of a breach of a material provision of this License Agreement, provided that Licensee fails to cure the breach during that thirty day notice period. Failure to maintain such minimum quality set forth in Paragraphs 8 and 9 above shall be grounds for termination of this

License Agreement. Such termination shall not relieve Licensee, or any of its subsidiaries or affiliates, of liability for any damages suffered by Licensor as a consequence of such failure.

15. Immediately upon termination or expiration of this License Agreement, Licensee shall cease all use of the TAKE ME FISHING Mark(s), and Licensee shall destroy all remaining tags, labels, containers, packaging, advertising, promotional, and display materials displaying the TAKE ME FISHING Mark(s).

PROTECTION OF MARKS

16. Licensee shall promptly notify Licensor of any claim, demand, or cause of action based upon or arising from any third-party unauthorized use of the TAKE ME FISHING Mark(s) or any confusingly similar mark.

17. Licensee has no rights to enforce the TAKE ME FISHING Mark(s), create derivative marks, or register domain names consisting of the TAKE ME FISHING Mark(s). It is solely Licensor's option to enforce its rights in connection with the TAKE ME FISHING Mark(s).

18. Licensor has the sole right to register the TAKE ME FISHING Mark(s), and any other marks incorporating features of the TAKE ME FISHING Mark(s), with the U.S. Patent and Trademark Office or any other trademark authority, and Licensor has the sole right to register any domain names encompassing the TAKE ME FISHING Mark(s).

MISCELLANEOUS

19. Licensee may assign its rights and obligations under this License Agreement only with the prior, express, written consent of Licensor.

20. Nothing contained in this License Agreement shall be construed to place the parties in the relationship of partners, joint venturers, or agents, one for the other, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

21. This License Agreement is binding on the parties hereto, their subsidiaries, divisions, and all those acting in concert or participation with them or under their direction or control.

22. The validity, construction, and performance of this License Agreement will be governed by the substantive law of the State of Virginia, as if this License Agreement were executed in, and fully performed within, the State of Virginia.

23. No failure or delay by either party to this License Agreement at any time to enforce any provision of this License Agreement or exercise any rights or remedies in this License Agreement shall be construed as a waiver or relinquishment of any such provision, right or remedy; and the License Agreement and all of its provisions shall remain in full force and effect notwithstanding any such failure or delay.

24. No amendment or modification to this License Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties. This License Agreement embodies the entire understanding of the parties with respect to its subject matter and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject of this License Agreement.

25. This License Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This License Agreement shall be enforceable upon the exchange of facsimile signatures and shall be effective only upon Licensor's written approval.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative on the dates set forth below:

RECREATIONAL BOATING AND FISHING FOUNDATION

Licensors (RBFF) authorized representative

Licensee authorized representative

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

For the City:

For the Consultant:

Joseph Dunley
Director, Office of Financial Services
860 + 33191

10-20-11

By: _____

Its: _____

Approved as to form:

Virginia D. Palmer
Assistant City Attorney

Date: _____

Taxpayer ID: _____

[Signature]
Director of Parks and Recreation

Funding: _____