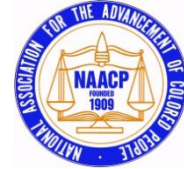


NAACP MERCHANDISE TRADEMARK LICENSE AGREEMENT

This NAACP Merchandise Trademark License Agreement (“License”) is made effective as of the date (“Effective Date”) set forth on the data sheet attached hereto and made part hereof (the “Data Sheet”), by and between the National Association for the Advancement of Colored People, a New York corporation having a principal place of business at 4805 Mt. Hope Drive, Baltimore, Maryland 21215 (“NAACP”), and the Licensee listed on the Data Sheet, having a principal place of business at the address listed on the Data Sheet (“Licensee”).

EXPLANATORY STATEMENT

NAACP uses as a logo, a seal, a copy of which is set forth in this Explanatory Statement (the “Seal”). Licensee sells certain merchandise listed on the Data Sheet (the “Products”) and desires to sell Products on which the Seal is affixed and/or printed (“Licensed Products”). NAACP and Licensee desire for Licensee to have certain limited rights in and to the Seal and/or the Acronym (“NAACP”), to allow Licensee to make, market and sell Licensed Products, all on the terms conditions set forth below.



AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License. NAACP grants to Licensee for the term of this License the non-exclusive right to use the Seal on Products, as well as on packaging, tags and promotional and advertising materials associated with Licensed Products, upon the terms and conditions set forth in this License. The Seal may not be used by Licensee for any purpose other than as set forth in this Agreement without the written permission of NAACP, which may be granted or withheld in NAACP’s sole subjective discretion. Licensee shall not acquire any rights or interest in any intellectual property of NAACP except the right to use the Seal pursuant to this Agreement. All rights in and to the Seal based on Licensee’s use shall inure to the benefit of NAACP. Nothing in this Agreement shall grant Licensee permission to manufacture, sell, or distribute merchandise at the NAACP National Convention.

2. Term. The initial term of this License shall begin on the date set forth in the attached data sheet and ends on **August 31** of each year. Each license may be renewed by submission of renewal agreement and licensing fee.

3. Compensation. In consideration for the rights granted hereunder, Licensee agrees to pay to NAACP the annual licensing fee of \$500 which will be prorated for any license not issued on September 1. This licensing fee shall be paid along with submission of this licensing Agreement.

4. Notice. The notice “Logo used with permission of the NAACP. www.naacp.org” must appear on every Licensed Product or the packaging for the Licensed Product.

5. Quality Control. Prior to any initial sale of Licensed Products and thereafter upon reasonable request by NAACP, Licensee shall provide NAACP with actual samples of each Licensed Product, and the packaging and marketing materials for the License Product, used or proposed for use by Licensee which bear the Seal. NAACP shall review the quality and usage of

such materials, and may, in NAACP's sole subjective discretion (1) approve the sale of the Licensed Product, (2) require that Licensee make such changes as NAACP deems appropriate for purposes of quality control of the Seal or (3) deny Licensee from using the Seal. No Licensed Product may be sold without the NAACP's prior approval, and NAACP reserves the right to revoke any approval previously given.

6. Warranties and Representations; Indemnification.

a. NAACP warrants and represents that (i) it owns the Seal and all right, title and interest therein, (ii) it has the right and power to enter into this License and to grant the rights granted herein, and (iii) that to the best of its knowledge the Seal does not infringe or violate any right of any third party.

b. Licensee warrants and represents that (i) it has the right and power to enter into this License, and (ii) that the Licensed Products apart from the Seal do not infringe or violate any right of any third party.

c. Each party for itself, its successors and assigns shall at all times defend, hold harmless and indemnify the other party, its officers, directors, agents, employees, successors and assigns from and against any and all losses, liabilities, damages, expenses and costs including reasonable attorneys' fees incurred by the other party in connection with any third-party claim arising out of or resulting from any breach by the other party of any warranty, representation or agreement made or given by such party under this License.

d. Licensee for itself, its successors and assigns shall at all times defend, hold harmless and indemnify NAACP, its officers, directors, agents, employees, successors and assigns from and against any and all losses, liabilities, damages, expenses and costs including reasonable attorneys' fees incurred by NAACP in connection in any way with Licensee's manufacture, marketing and/or sale of the Licensed Products.

7. Termination. Either party may terminate this License upon giving the breaching party written notice of any such breach, and the breaching party failing to cure the breach within thirty (30) days after receipt of such notice. A breach includes but is not limited to selling any unlicensed product, Licensee's use of the Seal in a manner other than as allowed herein and/or Licensee's failure to comply with quality control as provided herein. Notwithstanding anything to the contrary stated in this License, NAACP may terminate this License immediately if the NAACP, in its reasonable discretion, believes any act of the Licensee adversely impacts the reputation and/or goodwill of the NAACP. Upon the end of the term of this License or other termination, Licensee shall immediately stop all manufacturing, marketing and sales of Licensed Product and pay to NAACP all Royalty then due and owing.

8. No Partnership. Nothing contained in this License shall constitute a partnership or joint venture between the parties. No party shall act in any manner contrary to the terms of this clause and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.

9. Assignments. NAACP may assign its rights pursuant to this License. Licensee may not assign this License without the written permission of NAACP, which permission may be granted or withheld in NAACP's sole subjective discretion.

10. Severability. In the event that any immaterial provision of this License is found invalid, illegal or unenforceable by a court of competent jurisdiction, it shall be stricken from this License and the remaining provisions of this License shall be enforced to the maximum extent permitted by law consistent with the fundamental intent of the parties.

11. Waiver. No term, right or condition hereof shall be deemed waived and no breach excused, unless such waiver and consent shall be in writing and signed by the party claimed to have waived or consented. No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof.

12. Entire Agreement. This License constitutes the entire agreement between parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

13. Governing Law; Venue. This License shall be governed by and construed in accordance with the laws of the State of Maryland. The parties hereby consent to jurisdiction in Maryland for all actions respecting this License. Any action taken pursuant to this License shall be valid only if brought in a court within the state of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this NAACP Merchandise Trademark License Agreement to be executed by each of them or their duly authorized representative.

WITNESS/ATTEST

NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____
Name: _____
Title: _____

NAACP MERCHANDISE TRADEMARK LICENSE AGREEMENT

DATA SHEET

Effective Date: _____

Name of Licensee: _____

Address of Licensee: _____

State of Incorporation,
if applicable: _____

List of Products: _____

Please attach available photos and product description.

Licensing Fee: \$ _____