

TRADEMARK LICENSE AGREEMENT

BETWEEN

THE CITY OF SAN ANTONIO

AND

ACCU-PRINT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

THIS AGREEMENT is made effective the date the last signature to it is obtained (the "Effective Date") by and between the City of San Antonio (hereinafter "COSA" or "Licensor"), a home rule municipality of the State of Texas, and Accu-Print (hereinafter, "Licensee"), a Texas company located at 3503 Crosspoint, San Antonio, TX 78217, hereinafter jointly referred to as the or "Parties."

RECITALS

COSA, to commemorate the selection of the San Antonio Missions as UNESCO World Heritage sites, has sought trademarks on several logos, phrases and designs;

Licensee as a printer of calendars and other materials, seeks to showcase these World Heritage sites;

COSA, in order to promote and bring public awareness of this designation bestowed upon the San Antonio Missions, wishes to allow Licensee to print calendars using COSA's trademark;

Licensee and Licensor now desire to enter a nonexclusive limited-duration trademark license agreement pursuant to the terms of this Agreement.

The parties agree as follows:

1. DEFINITIONS.

(a) "Trademark" means the trademark "San Antonio Missions World Heritage Our Heritage," filed with the United States Patent and Trademark on August 16, 2016 and given serial number 87140231.

(b) "Licensed Products" means a mass printed calendar for the calendar year of 2017 only.

(c) "Territory" means within the United States.

2. GRANT.

(a) Subject to the conditions and limitations set forth in this agreement, Licensor hereby grants to

Licensee a nonexclusive limited duration license in the Territory to use the Trademark in connection with the advertising, promotion, distribution and sale of the Licensed Products.

(b) Licensee acknowledges and agrees that any goodwill arising from its use of the Trademark exclusively inures to the benefit of and belongs to Licensor.

3. QUALITY CONTROL.

(a) Licensee agrees to maintain the quality of Licensed Products as prescribed by Licensor from time to time during the term of this Agreement.

(b) If Licensor determines that Licensee is not meeting the quality standards required by Licensor, Licensor agrees to so advise Licensee in writing and to provide Licensee with reasonable guidance and a commercially reasonable time of no less than 30 days to resume compliance with such standards. If Licensee is unable to resume compliance with the quality standards provided in this Agreement within a commercially reasonable time, Licensor may terminate this Agreement, and the licenses granted under it, without further notice.

4. TERM.

This Agreement will remain in force for the duration of calendar year 2016 and all of calendar year 2017, unless and until otherwise earlier terminated in accordance with the terms of this Agreement.

5. ROYALTIES.

During the term of this Agreement, Licensee will not pay royalties to the Licensor. Consideration for the use of the Trademark shall be the goodwill, publicity, public awareness and promotion of the UNESCO designation by the use of the trademark on Licensee's calendar. Licensee agrees to distribute the calendars for free and not sell these calendars to the public.

6. TERMINATION.

(a) This Agreement may be terminated at any time by Licensee upon 30 days written notice to Licensor.

(b) Licensor may terminate this Agreement at any time for Licensee's breach of this Agreement, provided, however, that Licensor gives Licensee 30 days written notice of such breach and Licensee has failed to cure such breach within 30 days of such notice.

(c) Upon termination of this Agreement for any reason, Licensee's rights to use the Trademark shall automatically cease.

7. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation or amendment of any term or condition of this Agreement will be effective only if signed by authorized representatives of both parties hereto.


(b) This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in the courts located in Bexar County, Texas.

IN WITNESS WHEREOF, the undersigned parties have duly executed this agreement.

CITY OF SAN ANTONIO

ACCU-PRINT

Sheryl Sculley
City Manager



Chuck Ellis
Owner

APPROVED AS TO FORM:
San Antonio City Attorney

Assistant San Antonio City Attorney