

**SCHOOL CITY OF HOBART
TRADEMARK LICENSE AGREEMENT**

This License Agreement entered into effective as of the 6th day of January, 2022, by and between the School City of Hobart, a public school corporation in the State of Indiana, with its principal office at 32 East 7th Street, Hobart, IN 46342, (“Licensor”) and Blythe’s Athletics, Inc., whose address is 2810 Calumet Avenue, Valparaiso, IN 46383 (“Licensee”).

Witnesseth:

Whereas, Licensor is a school corporation with a name and logo used to identify its student academic and athletic teams, and the school corporation generally, in which it claims trademark rights, and

Whereas, Licensee desires to obtain license rights to use said trademarked name and logo in accordance with the specifications of Licensor, on products manufactured or marketed by it;

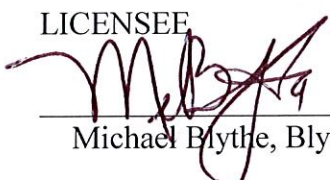
Now, therefore, it is mutually agreed as follows:

1. Licensor hereby grants to Licensee the right to use the trademarked phrase “Hobart Brickies” and the trademarked “Yohan” logo in connection with the following described product manufactured or marketed by Licensee, but only so long as such trademark use is in accordance with the specifications established by Licensor.
2. Licensee will submit samples of the proposed use to Licensor for approval. Licensor shall have the right to restrict use of trademarked material in a manner that is inconsistent with the mission of the School City of Hobart. Specifically, trademarked material shall not be used to promote the use of alcohol or drugs, to promote any political candidate or party, or to promote activity that is immoral, unwholesome, or that would create a health risk to students.
3. Licensee shall mark the product with a suitable legend in a form approved by Licensor, indicating that the phrase or image is subject to trademark rights. The legend is ® and placed by his left foot. It is stipulated that for apparel usage the Yohan logo will not be distorted and will be the original trademarked Yohan with the trademark designation, as provided by the School City of Hobart.
4. Licensee shall submit to Licensor for approval any advertising proposed which references or displays the trademarked property, and at the option of Licensor, may be required to include a legend indicating the trademarked property is used under license.
5. As consideration for the license granted hereunder, Licensee agrees to pay to Licensor the sum of 10% of Licensee’s net selling price of the product sold which includes the trademarked phrase or image. License fees hereunder shall be remitted quarterly, and Licensee shall keep sufficient books and records to enable verification of the amount due hereunder.
6. This agreement shall have an initial term of two years and shall be subject to renewal by agreement of the parties, provided Licensee is not in breach or default of the agreement 90 days prior to the renewal anniversary.

In witness whereof, the parties have executed this agreement this 6th day of January, 2022.

LICENSOR: School City of Hobart

By: _____
Peggy Buffington, Superintendent

LICENSEE


Michael Blythe, Blythe’s Athletics, Inc.

CONTRACT ADDENDUM TO TRADEMARK LICENSE AGREEMENT WITH
BLYTHE'S ATHLETICS, INC.

It is stipulated that for apparel usage, as well as other products, the Yohan logo will not be distorted and will be the original trademarked Yohan with the trademark designation, as provided by the School City of Hobart.