#### SCHOOL CITY OF HOBART TRADEMARK LICENSE AGREEMENT

This License Agreement entered into effective as of the \_4th\_day of \_February\_, 2021,\_ by and between the School City of Hobart, a public school corporation in the State of Indiana, with its principal office at 32 East 7<sup>th</sup> Street, Hobart, IN 46342, ("Licensor") and <u>Roland and Kristie Cormier dba Third Street Creations, LLC</u>, whose address is <u>808 East 3rd Street</u>, Hobart, IN 46342 ("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 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 \_4th\_ day of \_February\_, 2021.

LICENSOR: School City of Hobart	LICENSEE			٨	
By:	11	and	Katul	010111	
Peggy Buffington, Superintendent	Roland Cormier		Kristie Corm	tu Comuci	

### APPENDIX A

# Trademark License Agreement for Third Street Creations, LLC

## Information about them:

Our business name is

Third Street Creations, LLC located at 804 E 3rd Street in Hobart (the old Glass Pane building)

We use the space to design/create and are not currently open to the public. We mostly sell items through word of mouth and online, but we would consider doing craft fairs in the future.

We custom paint stainless steel tumblers, design wood door hangers, create wood signs, and build and personalize bean bag boards-- I have attached some pictures of our work for examples.

## Attachment of Photos:

Photos 1 and 2 are samples of the front and back of a Yohan Mug (30 oz) that may be also be personalized with a name Remaining photos are samples of the type of product that they sell.









unexpected places Life takes us to LOVE brings us home.



















