



NONEXCLUSIVE LICENSE FOR PONY BASEBALL & SOFTBALL



PONY Baseball and Softball ("Property"), hereby grants a nonexclusive license for the use of the names, logos, and wordmarks (the "Licensed Marks") of the Property on or in association with products to be sold ("Licensed Products") to a company, group or individual whose name appears below ("Licensee").

Licensee is authorized to produce Licensed Products only for sale or supply to _____ . No other use of the Licensed Marks is authorized. **A \$25.00 Administration fee is due upon execution of this agreement. A royalty of 5% must be paid on all products bearing the "Licensed Marks" that are resold. If the product is not sold, then no royalty is due.**

Licensee agrees that all right, title and interest in the Licensed Marks shall remain exclusively with the Property and that any use of the Licensed Marks will inure to the benefit of the Property. Licensee further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contains or is at all derived from the Licensed Marks. Licensee agrees that all artwork, designs, or reproduction which are derived to any extent whatsoever from the Licensed Marks are works made for hire for the Property and that any such work may only be performed by Licensee's employees.

Licensee warrants that the Licensed Products and all promotional, advertising, and packaging material will be of good quality in design, material, and workmanship and will be suitable for their intended purpose; that no injurious, deleterious, or toxic substances will be used in or on the Licensed Products; that the Licensed Products will not cause harm when used as instructed and with ordinary care for their intended purpose; and that Licensed Products will be manufactured, sold and distributed in strict compliance with all laws and regulations.

Prior to distribution or advertisement, all Licensed Products must be approved by the Property based on the quality of goods and the proper use of the Licensed Marks. **Licensee shall submit to the Property one (1) sample of all products bearing the marks for approval.** Approval of a particular product(s) shall not be deemed an endorsement by the Property of the usefulness or safety of the products bearing the Licensed Marks, nor shall such approval be deemed in any manner a guaranty or warranty of any nature with respect to the items approved. **Licensee agrees to forward all artwork to the Property for approval, prior to production.**

Licensee agrees to defend and hold harmless PONY from any and all claims, damages, liabilities and costs and damages of every nature relating to or arising out of the manufacture or sale of the Licensed Products.

Licensee shall maintain throughout the term of the license, at its own expense and from a qualified insurance company, standard product liability insurance naming the Property as additional insured, and shall forward an insurance certificate with the above information to PONY.

PONY warrants to Licensee that the use of any of the Licensed Marks is free from any claim by any third party of infringement or unfair competition and the Property shall not be liable to Licensee as a result of Licensee's activities under this agreement for any damage or cost incurred or paid by Licensee to any third party for such claims, judgments or settlements.

This license may be terminated prior to the stated expiration date by either party without cause on ninety (90) days' prior written notice to the other party. The Property may terminate this license immediately if the Licensee breaches any of the conditions or provisions of this License and fails to cure within ten (10) days after notice from the Property.

The Property reserves the right to not grant a license to a prospective licensee.

This agreement shall become effective upon execution by both parties and shall expire 12/31/2010.

PRODUCT DESCRIPTION

Products you plan to produce that will bear the Licensed Marks: _____

Material(s) from which product is made: _____

Method for applying the marks to the products: [] Screen print [] Embroidery [] Other

By their execution the parties acknowledge that they have read, understood, and agree to the terms of this license.

PONY Baseball and Softball

Licensee Name _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____