



## **ECHL TRADEMARK USE LICENSE AGREEMENT**

This license agreement (“Agreement”) dated May 13, 2022 between Wichita Youth Hockey Association (“Licensee”), and ECHL Properties, LLC (the “ECHL”) with principal offices at 830 Broad Street, Suite 3, Shrewsbury, NJ 07702 for the limited, non-exclusive, non-transferable use of the Member trademark shown in the attached Exhibit A (“Trademark(s”).

### **WITNESSETH:**

**WHEREAS**, ECHL Inc. owns the Trademark(s); **WHEREAS**, the ECHL Inc. owns **Reg. No. 5491243** for the Member mark; and **WHEREAS**, ECHL Properties, LLC has the right to license the Trademark(s); and **WHEREAS** Licensee desires to use the Trademark(s) in connection with its amateur hockey organization’s various activities as specified herein;

The ECHL and Licensee agree to the following terms and conditions:

#### **1. GRANT OF LICENSE.**

The ECHL hereby grants Licensee a **limited, non-exclusive, non-transferable license** to use the Trademark(s) in connection with its amateur hockey organization for use on the following: online website with team information and schedule, marketing or fundraising purposes, athletic team apparel for team use only, such as hockey helmets, hockey uniforms, hockey jerseys, clothing (i.e., sweatshirts, tracksuits) etc., in connection with Licensee’s amateur hockey organization activities. Licensee shall use the term “Junior” or “Jr.” in connection with all of its uses of the Trademark(s), unless otherwise approved by the Member Team in advance of use. **Any use of Trademark(s) in conjunction with the manufacturing of products for sale and/or fundraising must be purchased through an approved ECHL licensee, of which an annual list is available from the ECHL. For clarification, only those products manufactured for participant use (i.e., youth players on-ice jerseys or youth players off-ice apparel) may be manufactured by an unlicensed vendor; all other goods bearing the Trademark(s) must be purchased through an approved ECHL licensee.**

#### **1A. PAYMENT FOR LICENSE.**

In consideration for the license in this Agreement, Licensee shall pay a non-refundable one-time **payment of One Hundred and 00/100 Dollars** (\$100) to the ECHL upon execution of this Agreement (the “License Fees”). **Additional extensions of the Agreement as outlined in Section 9 shall renew the amount payable to extend the Agreement.**

#### **2. OWNERSHIP OF TRADEMARKS.**

Nothing in this Agreement shall give Licensee any right, title, or interest in the Trademark(s), that the Trademark(s) is (are) the sole property of the ECHL and that Licensee shall not challenge the rights of the ECHL in the Trademark(s).

3. **SUBLICICENSE.**

Licensee may not sublicense the use of the Trademark(s) or rights granted under this Agreement and/or may not grant permission to third parties to use the Trademark(s) and/or any rights granted under this Agreement without the express written consent of the ECHL.

4. **LIMITATION OF LICENSE.**

Licensee agrees to only use the Trademark(s) in connection with its activities as specified herein and to use the Trademark(s) as depicted in Exhibit A at all times with the term "Junior" or "Jr.". Licensee agrees to use the Trademark(s) solely in marketing the team's amateur hockey services as set forth in paragraph 1 above. Licensee agrees that it shall not make product sales or be involved in any other commercial activities involving products, services, articles, logos, characters, etc. bearing the Trademark(s) except as set forth in paragraph 1.

5. **QUALITY STANDARDS.**

Licensee agrees that the nature and quality of: all services rendered by Licensee in connection with the Trademark(s) and all related advertising, promotional and other related uses of the Trademark(s) by Licensee shall conform to standards set by and be under the control of the ECHL.

6. **QUALITY MAINTENANCE.**

Licensee agrees to cooperate with the ECHL in facilitating the ECHL's control of such nature and quality, to permit reasonable inspection of Licensee's operation related to the Trademark(s), and to supply the ECHL with specimens of all uses of the Trademark(s) upon request. Each party shall comply with all applicable laws and regulations.

7. **FORM OF USE.**

Licensee agrees to use the Trademark(s) only in the form and manner and with appropriate legends as prescribed from time to time by the ECHL, and not to use any other trademark or service mark in combination with any of the Trademark(s) without prior written approval of the ECHL.

8. **INFRINGEMENT PROCEEDINGS.**

Licensee agrees to notify the ECHL of any unauthorized use of the Trademark(s) by others promptly as it comes to Licensee's attention. The ECHL shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Trademark(s).

9. **TERM.**

The "Term" is the period commencing upon the receipt of the executed Agreement from Licensors and **expiring on the 30th day of June 2023**. Upon expiration of the Initial Term, this Agreement will be automatically renewed for additional one (1) year terms unless sooner terminated as provided for herein.

10. **TERMINATION FOR CAUSE.**

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party in the event of any affirmative act of insolvency by the other party, or upon the appointment of any receiver or trustee to take possession of the properties of the other party or upon the winding-up, sale, consolidation, merger or any sequestration by


governmental authority of the other party, or upon material breach of any of the provisions hereof by the other party.

11. **EFFECT OF TERMINATION.**

Upon termination of this Agreement Licensee agrees to immediately discontinue all use of the Trademark(s) and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Licensee or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing any of the Trademark(s), and that all rights in the Trademark(s) and the good will connected therewith shall remain the property of the ECHL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**LICENSEE:** Wichita Youth Hockey Association    **LICENSOR:** ECHL Properties, LLC

Signature:   
Michele Gifford (May 19, 2022 22:27 CDT)

By: Michele Gifford

Title: WYHA President

Signature: \_\_\_\_\_

By: Natalie Bernstein

Title: Director Licensing & Events

**EXHIBIT A**

**ECHL Licensed Trademark**

Wichita Thunder

