



# LIMITED-USE TRADEMARK & LOGO LICENSE AGREEMENT

This Limited-Use Trademark & Logo License Agreement (“Agreement”) is entered into between

**TitleTown Events LLC** a

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\_\_\_\_\_ (“Institution”) in connection with the Institution’s participation in **Ulili Softball Invitational** (“Event”), scheduled for **February 8-12, 2027**.

## 1. Purpose

The purpose of this Agreement is to grant TitleTown Events LLC a limited license to use certain Institution-owned names, logos, trademarks, athletic marks, wordmarks, and other approved brand identifiers (“Licensed Marks”) solely for the creation, promotion, production, and sale of merchandise associated with the Event. This Agreement does not transfer ownership of any Licensed Marks to TitleTown Events LLC, Gries Studios LLC, or any other third party.

## 2. Grant of Limited License

The Institution grants TitleTown Events LLC a limited, non-exclusive, non-transferable, revocable license to use the Licensed Marks for Event-specific merchandise and related promotional materials.

Permitted uses may include, but are not limited to:

- T-shirts and other apparel;
- Hats and headwear;
- Event souvenirs and commemorative merchandise;
- Printed merchandise;
- Event-specific merchandise graphics;
- Online product listings and merchandise previews; and
- Social media, website, email, and digital materials used specifically to advertise or promote Event merchandise.

The Licensed Marks may only be used in connection with the Event and merchandise directly associated with the Institution’s participation in the Event.

### 3. Design and Creative Services

The Institution acknowledges and agrees that merchandise designs utilizing the Licensed Marks may be created by Gries Studios LLC, acting as the authorized creative and design partner of TitleTown Events LLC.

TitleTown Events LLC is authorized to provide the Licensed Marks and applicable brand guidelines to Gries Studios LLC solely for purposes permitted under this Agreement.

Gries Studios LLC may incorporate the Licensed Marks into original Event-specific designs, layouts, illustrations, typography, and other creative elements.

Gries Studios LLC receives no independent license or ownership interest in the Institution's Licensed Marks and may not use the Licensed Marks for purposes unrelated to TitleTown Events LLC or the Event.

Unless otherwise agreed in writing, ownership of original creative elements developed by Gries Studios LLC shall remain subject to the applicable agreement between Gries Studios LLC and TitleTown Events LLC. Nothing in this Agreement grants TitleTown Events LLC or Gries Studios LLC ownership of the Institution's Licensed Marks.

### 4. Institution Brand Standards

TitleTown Events LLC and Gries Studios LLC will make commercially reasonable efforts to comply with any official brand standards, logo usage requirements, color specifications, or other written guidelines supplied by the Institution.

The Institution agrees to provide TitleTown Events LLC with appropriate high-resolution or vector versions of the Licensed Marks and any applicable brand standards necessary for merchandise development.

Licensed Marks will not be intentionally altered, distorted, recolored, or modified in a manner that materially misrepresents the Institution's brand.

### 5. Design Approval

The Institution shall select one of the following approval methods:

#### **Option A — Approval Required**

TitleTown Events LLC will provide merchandise designs containing the Institution's Licensed Marks to the Institution or its designated representative for approval prior to production or public sale.

Approval shall not be unreasonably withheld or delayed.

#### **Option B — Pre-Authorized Use**

The Institution authorizes TitleTown Events LLC to develop and produce Event-specific merchandise using the Licensed Marks without individual design approval, provided the designs comply with the Institution's supplied brand standards and the limitations established by this Agreement.

If the Institution requests a reasonable correction to an inaccurate or improper use of its Licensed Marks, TitleTown Events LLC will make commercially reasonable efforts to correct the use on future production.

## 6. Merchandise Sales and Revenue

TitleTown Events LLC may advertise, offer for sale, and sell approved Event-specific merchandise containing the Licensed Marks before, during, and for the permitted period following the Event.

The Institution is not responsible for merchandise development, design, production, inventory, fulfillment, marketing, or other costs incurred by TitleTown Events LLC.

This Agreement does not establish any royalty, revenue-sharing, licensing-fee, or other payment obligation to the Institution unless specifically stated in a separate written agreement between TitleTown Events LLC and the Institution.

## 7. Restrictions

The license granted under this Agreement does not authorize TitleTown Events LLC or Gries Studios LLC to:

Represent itself as the Institution or an official department of the Institution;

Use the Licensed Marks for merchandise unrelated to the Event;

License or sell rights to the Licensed Marks to unrelated third parties;

Use the Licensed Marks in a manner reasonably considered defamatory, misleading, unlawful, or damaging to the Institution's reputation;

Claim ownership of, register, or seek trademark protection for the Institution's Licensed Marks; or

Continue producing new merchandise containing the Licensed Marks following expiration or termination of the license, except as specifically authorized under this Agreement.

## 8. License Term and Remaining Inventory

The license granted under this Agreement begins upon execution of this Agreement and continues through **May 13, 2027 / 90 Days Following Event**.

Upon expiration, TitleTown Events LLC will discontinue production of new merchandise containing the Institution's Licensed Marks. TitleTown Events LLC may continue selling previously produced Event-specific inventory for up to **90 days following expiration** unless the Institution provides written notice requiring an earlier discontinuation because of an improper use of its Licensed Marks.

Following the applicable sell-through period, TitleTown Events LLC will discontinue public sale of merchandise bearing the Institution's Licensed Marks unless additional written authorization is obtained.

## 9. Ownership of Licensed Marks

The Institution retains all right, title, and interest in and to its Licensed Marks.

Any goodwill resulting from authorized use of the Licensed Marks under this Agreement shall inure solely to the benefit of the Institution.

Nothing in this Agreement shall be interpreted as assigning or transferring ownership of any Institution trademark, logo, name, word-mark, or other intellectual property to TitleTown Events LLC or Gries Studios LLC.

## **10. Institution Authority**

The individual signing this Agreement on behalf of the Institution represents that they have the authority, or have obtained the necessary institutional authorization, to grant the permissions described in this Agreement.

The Institution further represents, to the best of its knowledge, that it possesses the authority necessary to permit the uses of the Licensed Marks identified in this Agreement.

## **11. Third-Party Marks**

This Agreement applies only to marks the Institution has the authority to license.

Unless separately authorized, this Agreement does not grant TitleTown Events LLC or Gries Studios LLC permission to use trademarks or logos owned by third parties, including athletic conferences, governing organizations, sponsors, apparel manufacturers, licensing agencies, or other entities.

## **12. Revocation and Termination**

The Institution may revoke this license if TitleTown Events LLC materially violates the permitted uses established by this Agreement and fails to correct the violation within a reasonable period following written notice.

TitleTown Events LLC may terminate this Agreement if the Institution withdraws from or is no longer participating in the Event.

Termination shall not affect the Institution's ownership of its Licensed Marks or any obligations that, by their nature, are intended to survive termination.

## **13. No Endorsement Beyond the Event**

Use of the Licensed Marks under this Agreement indicates only the Institution's participation in the applicable Event and its authorization of the limited uses described herein.

Nothing in this Agreement shall be interpreted as creating a broader sponsorship, endorsement, partnership, joint venture, or agency relationship between the Institution, TitleTown Events LLC, or Gries Studios LLC.

## **14. Entire Agreement**

This Agreement represents the understanding between TitleTown Events LLC and the Institution concerning the limited use of the Licensed Marks for Event-specific merchandise and supersedes prior discussions concerning such permission.

Any modification to this Agreement must be made in writing and agreed to by authorized representatives of TitleTown Events LLC and the Institution.

# EVENT & LICENSE INFORMATION

Institution: \_\_\_\_\_

Event: **Ulili Softball Invitational**

Event Dates: **February 8-12, 2027**

Licensed Marks Authorized: **Primary and Secondary Athletic Logos**

License Expiration: **May 13, 2027**

Sell-Through Period: **90 days following the event**

Institution Brand Guidelines Provided: ☐ **Yes** ☐ **No**

Design Approval Method: ☐ **Approval Required** ☐ **Pre-Authorized Use**

Institution Licensing/Brand Contact: \_\_\_\_\_

Email: \_\_\_\_\_

## AUTHORIZATION

By signing below, the Institution authorizes TitleTown Events LLC and its authorized creative and design partner, Gries Studios LLC, to use the Licensed Marks in accordance with the limited terms and conditions of this Agreement.

## INSTITUTION

Institution Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

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

Date: \_\_\_\_\_

## TITLETOWN EVENTS LLC

Authorized Representative: : \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_