



THE  
AMERICAN  
CHESTNUT  
FOUNDATION

## License Agreement

**THIS AGREEMENT** is made this 9<sup>th</sup> day of November, 2002, by and between The American Chestnut Foundation, a non-profit corporation organized and existing under the laws of the District of Columbia, United States of America, and The CT Chapter of The American Chestnut Foundation a corporation organized and existing under the laws of Connecticut (hereinafter referred to as the "licensee").

**WHEREAS**, The American Chestnut Foundation is the owner of all right, title, and interest in and to the tradename and trademark "American Chestnut Foundation" (said name hereinafter referred to as the "Mark" for use in connection with efforts to restore the American chestnut tree to the American countryside; and

**WHEREAS**, the Licensee is desirous of using the Mark in connection with the organization of a state chapter in the State of CT to work in conjunction with The American Chestnut Foundation to restore the American chestnut tree; and

**WHEREAS**, The American Chestnut Foundation is willing to grant to the Licensee a limited license to use the Mark in connection with its work to restore the American chestnut tree in the State of CT, all under specific terms and conditions,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. Grant of License.** The American Chestnut Foundation hereby grants to the Licensee non-exclusive, non-transferable license to use the Mark lawfully in the State of CT and as part of its corporate name.
- 2. Term of License.** The term of the license shall be for an indefinite period, but may be terminated as set out below.
- 3. Consideration.** As consideration from the Licensee to The American Chestnut Foundation for license granted hereby, the Licensee agrees to work in conjunction and in coordination with The American Chestnut Foundation on the restoration of the American chestnut tree.
- 4. Provisions for protection of the Mark.** The following provisions are specifically agreed to by the Licensee in order to protect the interest of The American Chestnut Foundation in the Mark:



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- g. Grant of a license pursuant to the Agreement between The American Chestnut Foundation and the Licensee does not in any way create an agency, partnership, joint venture, or other relationship between the parties other than that relationship expressly provided for in this Agreement, and in no way is such grant to be constituted as assumption by The American Chestnut Foundation of any liability for any action or inaction of the Licensee or any guarantee of any obligation or duty of the Licensee.
  - h. When the Mark is federally registered, the Licensee shall always use the proper trademark registration symbol in connection with any use of the Mark.
  - i. The Licensee agrees to use the Mark only in connection with lawful activities connected with the restoration of the American chestnut tree, and to abide by all applicable laws regarding fundraising or other activities. The American Chestnut Foundation shall be the sole judge of whether or not the Licensee has met or is meeting the standards of this section.
  - j. The Licensee agrees not to use any name identical with or confusingly similar to the licensed Mark, except as permitted by the license granted herein.
5. **Termination; Extension.** The American Chestnut Foundation may terminate this Agreement any time if the Licensee violates any of the provisions thereof if such violations have not been cured or completely remedied within thirty (30) days after notification of The American Chestnut Foundation to the Licensee of such violations. In addition, The American Chestnut Foundation may terminate this license on one hundred and twenty (120) days written notice on the grounds that The American Chestnut Foundation no longer wishes to be affiliated with or work with the Licensee for such reasons as The American Chestnut Foundation determines to its sole discretion.
6. **Notices.** Any notice given by either party hereunder shall be deemed to have been given if sent by registered or certified mail to the last known principal address of the other party.
7. **Governing Law.** The parties agree that this agreement shall be interpreted according to the laws of the state of Minnesota, United States of America.
8. **Integration; Modification.** This Agreement contains the entire agreement between the parties relating to the use of the Marks, and there are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties other than those set forth herein. Any modifications of this Agreement shall not be binding upon either party unless and until the same have been made in writing and executed by the parties.
9. **Binding Nature of Agreement.** This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. The Licensee may not assign its rights under this Agreement, nor may any successor assume any such rights without the prior written consent of The American Chestnut Foundation which consent shall not be unreasonably



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- a. Upon termination of this Agreement for any reason, the Licensee agrees to cease immediately all use of the Mark.
- b. The Licensee agrees and expressly acknowledges that nothing herein shall give it any right, title, or interest in the Mark (except the right to use as a licensee in accordance with the terms of this Agreement), that the Mark is the sole property of The American Chestnut Foundation, and that any and all use of the Mark by the Licensee inures to the benefit of The American Chestnut Foundation.
- c. The Licensee agrees not to raise or to cause to be raised any questions, claims, or objections concerning the validity of The American Chestnut Foundation's title to the Mark on any grounds whatsoever, either during the term of this Agreement or at any time after this Agreement has been terminated for any reason. The Licensee agrees that it will do nothing inconsistent with the ownership of the Mark by The American Chestnut Foundation and agrees to notify The American Chestnut Foundation of any unauthorized or inappropriate uses of the Mark. The Licensee shall also assist in any defense against challenges to the Mark if requested to do so by The American Chestnut Foundation, at the cost of The American Chestnut Foundation. The American Chestnut Foundation shall have the sole right and discretion to bring any suit or other proceeding against unauthorized uses of the Mark.
- d. The Licensee shall under no circumstances use the Mark as part of a corporate name except that the Licensee is authorized to use the words "American Chestnut Foundation" as part of its corporate name in the following fashion: "The \_\_\_\_ (State) \_\_\_\_ [or other regional designation] Chapter [or other designation of organization] of The American Chestnut Foundation, Inc. [or other appropriate indication of incorporated status]." Under no circumstances will the words "The American Chestnut Foundation" be listed first as part of the corporate name of the Chapter. Upon termination of this Agreement, the Licensee shall take immediately all necessary steps to change its name so that the name does not contain the words "American Chestnut Foundation" in precisely that sequence, and to eliminate any registrations or other formal listings of its former name.
- e. Uses of the Mark (including all advertising and promotional uses of the Mark) by the Licensee shall not be subject to prior written approval by The American Chestnut Foundation, unless The American Chestnut Foundation hereinafter notifies the Licensee that all *subsequent* use of the Mark shall be subject to such prior written approval. In that case the Licensee shall thereafter submit all proposed uses of the Mark for the written approval of The American Chestnut Foundation prior to such use. The approval of The American Chestnut Foundation will be assumed if objection is not made by The American Chestnut Foundation within fourteen (14) days, or within five (5) days if the approval is requested by fax directed to and received by The American Chestnut Foundation.
- f. The Licensee shall not sublicense or assign its right to use the Mark under this Agreement without the prior written consent of The American Chestnut Foundation.



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withheld. Nevertheless, all duties of the Licensee under this Agreement shall be binding upon any successor to the Licensee.

**10. No Franchise or other Regulated Agreement.** The parties to this Agreement do not intend to create a franchise or any other agreement or instrumentality which is barred by or requires any prior registration under the laws of the United States of America, the District of Columbia, or the States of CT, Virginia, or Minnesota. In the event that this Agreement is deemed to have created an instrumentality which is barred by or requires prior registration under such laws, the parties agree that this Agreement shall be deemed void *ab initio*.

**11. Special Provision Regarding Dissolution of Licensee While License Agreement is in Effect.** The Licensee agrees that if it should determine to dissolve itself or otherwise cease operations during any period when this License Agreement is in effect, and has not been terminated by The American Chestnut Foundation, and if at that time The American Chestnut Foundation remains qualified as a tax-exempt organization under the Internal Revenue Service Code of the United States of America, then in such event any landholdings containing living American chestnuts or hybrid chestnuts which are owned by the Licensee will be transferred to The American Chestnut Foundation unless such transfer is forbidden by the instrument whereby the Licensee acquired the property by the laws of state wherein the property is located or wherein the license is incorporated.

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written by their duly authorized officers.

<b>The American Chestnut Foundation:</b>	<b>The Licensee:</b>
By: <i>Marshall T. Cae</i>	<i>CT Chapter</i>
Title: <i>Executive Director</i>	By: <i>Rayman Longley</i>
Date: <i>November 9, 2002</i>	Title: <i>Vice President</i>
	Date: <i>Nov. 9, 2002</i>