

TRADEMARK LICENSE AND EVENT AGREEMENT

This Trademark License Agreement ("Agreement") is entered into, by and between **BILLY CASPER GOLF, LLC** ("Licensor") and _____ ("Licensee"). Licensor and Licensee are each a "Party" and, collectively, the "Parties."

RECITALS

R-1. Licensor is the owner of all of the right, title, and interest in, to (a) the unregistered trademark "**WORLD'S LARGEST GOLF OUTING**" (and design), shown in U.S. Application Serial No. 86333876; and (b) various other embodiments of the foregoing trademarks, including a stylized golf hole flag design utilized for advertising, promotions, apparel, balls, clubs, tee markers, flags, ball markers, athletic bags, head covers, umbrellas, golf bag, towels, water bottles, retail merchandise and certain trade dress, all utilized in connection with the promotion, planning and operation of an annual charity golf event to benefit United States veterans (collectively, the "Licensed Marks"); and

R-2. Licensee intends to host the sanctioned event at a golf course owned or operated by Licensee located at _____ (the "Licensed Location"); and Licensor desires to license the Licensed Marks to Licensee for use at the Licensed Location, upon the terms and conditions set forth herein;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Licensor hereby grants to Licensee, effective April 1, 2020 (the "Effective Date"), the following rights with respect to the Licensed Marks:

1. GRANT OF NONEXCLUSIVE LICENSE

Licensor hereby grants to Licensee for the Term a nonexclusive, nontransferable license to use the Licensed Marks, in the formats depicted as **Exhibit 1** to this Agreement, in connection with the planning, promotion, and operation of the event known as the World's Largest Golf Outing (the "Licensed Services"), including advertising and promotion of such Licensed Services, and sale of merchandise, solely at the Licensed Location.

2. TERM; TERMINATION

The term of this Agreement shall commence on the Effective Date, and, unless sooner terminated pursuant to this Section, shall continue in force and effect until such time as Licensee's operations of the Licensed Location have ceased, but no later than August 31, 2020 (the "Term"). Notwithstanding the preceding sentence, Licensor may terminate this Agreement upon: (a) a material breach of this Agreement that remains uncured for more than five (5) business days following written notice of the same to Licensee; (b) cessation of operations by Licensee (save and except temporary cessation caused by natural disaster, Act of God or other event outside the control of Licensee that renders operations impossible or infeasible); (c) dissolution or liquidation of Licensee; or (d) commencement of any proceeding by or against Licensee pursuant to the United States Bankruptcy Code or under any state law concerning creditor relief, assignment for the benefit of creditors, or appointment of a receiver.

3. ADMINISTRATION FEE

Licensee shall pay an Administration Fee of \$2 per player. This payment is for administrative and supply costs and should not be deemed a "Franchise Fee." The Administration Fee should be paid no later than August 31, 2020.

4. NON-EXCLUSIVITY

Licensee understands and acknowledges that the license granted herein is non-exclusive and that nothing herein shall restrict Licensor from using or licensing others to use the Licensed Marks.

5. OWNERSHIP OF LICENSED MARKS

Licensee acknowledges the ownership of the Licensed Marks in Licensor, agrees that all use of the Licensed Marks shall inure to the benefit of Licensor, and agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Licensed Marks or other intellectual property of Licensor other than the right to use the Licensed Marks in accordance with this Agreement, and Licensee agrees that it will not attack the title of Licensor to the Licensed Marks or attack the validity of this Agreement or the license imparted hereby.

6. NO ASSIGNMENT OR SUBLICENSE

Licensee may not assign or sublicense this Agreement, or any rights arising under this Agreement, to any person or entity, without Licensor's prior written approval.

7. QUALITY STANDARDS

Licensee agrees that the nature and quality of all services rendered by Licensee in connection with the Licensed Marks; all goods sold by Licensee under the Licensed Marks; and all related advertising, promotional, and other related uses of the Licensed Marks by Licensee shall conform to the general standards set by and be under the control of Licensor. Without limiting the generality of the foregoing sentence, Licensee acknowledges and agrees that the Licensed Marks may be used only in conjunction with the operation of the event known as the World's Largest Golf Outing at the Licensed Location, consisting of a charitable golf tournament for the purpose of raising funds to benefit Fisher House Foundation, Inc. ("FHF"), and that Licensor may from time to time prescribe event offerings that must be included in the outing, at no additional charge to Licensee, and minimum quality standards for such offerings. Licensee acknowledges and agrees to pay the \$2 admin fee for all participating FHF Alumni who participate at their facility. Licensee agrees to be responsible for all additional donations and to ensure they are properly accounted for through the World's Largest Golf Outing website. In the event that donations are used to subsidize an event or were not donated through the World's Largest Golf Outing website, Licensor has the right to retain those donation amounts from Licensee and donate it in its entirety. Neither party will be responsible for any potential legal action taken by third parties against the other party for reasons that are unrelated to the terms of this Agreement. In addition, Licensor has the right to refuse future participation.

8. QUALITY MAINTENANCE

Licensee agrees to reasonably cooperate with Licensors in facilitating Licensors' reasonable control of such nature and quality, to permit periodic inspection of Licensee's operation, and to supply Licensors with specimens of all uses and embodiments of the Licensed Marks upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of products bearing any Licensed Mark. Licensee acknowledges and agrees that they are financially responsible for the cost of registration bag items to be distributed to participants whether they sell out their event.

9. FORM OF USE

Licensee agrees to use the Licensed Marks only in the form and manner and with appropriate legends as prescribed from time to time by Licensors, and not to use any other trademark or service mark in combination with any of the Licensed Marks without prior written approval of Licensors. Without limiting the foregoing sentence, Licensee agrees that, when Licensee affixes or causes the Licensed Marks to be affixed to products, tags, labels, packages, signs, advertising materials, promotional materials, or other materials, Licensee shall ensure that the® or TM or SM symbol, as appropriate, appear in conjunction with the Licensed Mark.

10. INFRINGEMENT PROCEEDINGS

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

11. EFFECT OF EXPIRATION

Upon expiration of the Term of this Agreement, Licensee agrees to immediately discontinue all use of the Licensed Marks and to destroy or return to Licensors all items bearing any of the Licensed Marks. Licensee is responsible for closing out (i.e. ensuring all participating parties have paid through the WLGO website, any check donations are in their Close Out Envelope to be mailed) their World's Largest Golf Outing event within seven (7) business days from the date they hold the event. Failure to do so could result in a \$500 late fee.

12. GOVERNING LAW; JURISDICTION & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the United States of America and the Commonwealth of Virginia without regard to the conflicts of law rules thereof. Licensors and Licensee agree that exclusive jurisdiction for any action relating to this agreement shall be in the United States District Court for the Eastern District of Virginia; consent to the jurisdiction of such Court; and agree not to contest the exercise of personal jurisdiction or the laying of venue in such Court.

13. INJUNCTIVE RELIEF AND INDEMNIFICATION

Licensee understands and acknowledges that any use of the Licensed Marks not in accordance with this Agreement may work immediate and irreparable harm to Licensor's goodwill and business reputation, entitling Licensor to temporary and permanent injunctive relief, in addition to any other remedies that may be available to it.

Licensee agrees to indemnify Licensor against any claim, loss, or suit arising from any misuse of the Licensed Mark by Licensee. Licensor agrees to indemnify, defend, and hold Licensee, its affiliates, and its and their officers, directors, agents, and employees harmless from and against any claims, losses, liabilities, damages, suits, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with any claim that the Licensed Marks or the website infringe any intellectual property rights of any third party.

14. ASSIGNMENT

This Agreement and each party's rights and obligations hereunder may not be assigned by either party at any time, by operation of law or otherwise, without the prior written consent of the other party, which consent may be granted or withheld in such party's sole discretion.

15. SPONSORSHIP BENEFITS

In addition to the right to use the Licensed Marks under the terms provided herein, Licensee shall also receive the Sponsorship Benefits as described on Exhibit 2 attached.

16. INTEGRATION

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions between them. The Parties shall not be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement other than as expressly set forth herein or as duly set forth in subsequent written modification(s), supplement(s), or agreement(s) properly executed by a duly authorized representative of the Party or Parties to be bound thereby.

IN WITNESS WHEREOF, the undersigned have caused the Agreement to be executed as of the Effective Date.

LICENSOR	LICENSEE
By: Joseph D. Livingood World's Largest Golf Outing	By: _____

EXHIBIT 1

PROPER FORMATS FOR USE OF THE LICENSED MARKS
COMMENCE ON THE FOLLOWING PAGE



EXHIBIT 2

LICENSEE SPONSORSHIP BENEFITS

World's Largest Golf Outing (WLGO) participating courses will utilize the World's Largest Golf Outing website and eCommerce platform to secure registrations and charitable donations. The website and eCommerce platform will be maintained by Billy Casper Golf through the WLGO Team for all golf courses. Billy Casper Golf through the WLGO Team will also provide full time customer service Monday- Friday, 9am- 6pm EST starting in May through close of the event in August.

All Licensed Locations participating in WLGO in 2020, will be provided with the following materials from the Licensor:

- 1 Golf Bag with WLGO logo.
- Access to WLGO Intranet Site.
- WLGO Posters, Table Tents, Cart Signs, and Flyers
- Access to additional WLGO Marketing Assets
 - o Flyers, Posters, Table Tents, Cart Signs, Digital Banners, Physical Banners.
- Access to WLGO Event Manual, Donor Forms, Registration Forms and Sponsorship Forms.
- National Media coverage through Golf Channel.
- A listing on the World's Largest Golf Outing website.
- WLGO social media followings.
- National prizes
- Customer Service available to help courses, participants and possible participants.
- Hole-in-one insurance.
- All revenue owing to the Licensee, including the gross revenue generated by the Licensee, less the \$2 administration fee, the \$10 player donation, and the 2.7% credit card fee applicable to the Licensee's net revenue, by August 31, 2020.
- All other obligations to be provided to the Licensee as identified in the WLGO Event Manual are incorporated herein and made a part hereof.