ODNR LICENSE AGREEMENT

THIS AGREEMENT, effective as of the ____day of _____, _____ is between the State of Ohio, Ohio Department of Natural Resources, _____ ("OWNER"), located at ,_____ and _____ ("USER"), a _____ organized under the laws of _____, located at _____.

WHEREAS, OWNER is the owner of the trademark and service mark _____ ("MARK"); and

WHEREAS, User is desirous of using the MARK in connection with the sale of _____;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. GRANT OF LICENSE

OWNER grants to USER a non-exclusive, nontransferable license to use the MARK in connection with the sale of _____ and USER accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF THE MARK

USER acknowledges the ownership of the MARK in OWNER and agrees that it will do nothing inconsistent with such ownership and that all use of the MARK shall inure to the benefit of OWNER and that nothing in this License shall give USER any right, title or interest in the MARK, other than the right to use the MARK in accordance with this License and USER agrees that it will not attack the title of OWNER to the MARK or attack the validity of this License. The parties understand and expressly agree that this License does not include the right to

sublicense others to use the MARK.

3. ROYALTY

In consideration of the rights granted under this Agreement, USER shall pay a royalty in the amount of _____% of its gross sales or a flat fee of _____. The royalty shall be paid on a monthly basis and shall be payable to the _____. Each monthly payment shall be made within 25 days of the end of each month. If a flat fee is utilized payment shall be due upon execution of this Agreement by all parties hereto. USER shall keep at its place of business full and accurate records of the quantity of _____sold under this Agreement and, upon reasonable notice, USER shall allow OWNER to examine and make copies of such records.

4. QUALITY STANDARDS

USER agrees that the nature and quality of all goods sold by and services rendered by USER under the MARK, and all related advertising and promotional uses of the MARK, shall conform to the standards set by and be under the control of OWNER, as identified in Attachment A which is attached hereto and incorporated by reference as if fully set out herein.

5. QUALITY MAINTENANCE

USER agrees to cooperate with OWNER in facilitating OWNER's control of such nature and quality, to permit reasonable inspection of USER's operation and to supply OWNER with specimens of all uses of the MARK, upon request. USER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods covered by this License. The intent hereof is to only provide OWNER with the necessary degree of control to protect the MARK by assuring that all of the uses associated with the MARK are commensurate with an original reputation and quality, to the benefit of OWNER.

Nothing herein shall be construed as creating an agency relationship or even a contractor relationship between OWNER and USER. The relationship of the parties as defined by this Agreement is strictly that of licensor and licensee.

6. INDEMNITY

OWNER assumes no liability to USER or to third parties with respect to the performance, effectiveness, or other characteristics of goods or services rendered by the USER under the MARK and the USER shall indemnify and does hereby indemnify OWNER and holds OWNER harmless against all costs and expenses, including attorney fees, and all losses incurred from claims of third parties against OWNER involving the USER's goods or services.

7. LIMITED LIABILITY

OWNER makes no warranty that the MARK does not infringe upon the rights of any third parties. In the event a claim of infringement is brought by a third party against OWNER or USER, (1) OWNER is under no obligation to defend against the claim, (2) OWNER shall have no obligation to defend or enforce USER's right to enjoyment and use of the MARK, (3) OWNER may, at his sole discretion, make whatever settlements it deems appropriate with any third party, and (4) OWNER'S SOLE responsibility and liability to USER should it be required to cease use of the MARK shall be to refund to USER a proportionate amount of the Licensing fee which represents the portion of the then current license term not enjoyed by USER. Under no circumstances shall OWNER be liable to USER for any loss of goodwill, lost profits, incidental damages or consequential damages of any type whatsoever.

8. INFRINGEMENT PROCEEDINGS

USER agrees to notify OWNER of any unauthorized use of the MARK by others as it comes to USER's attention. OWNER shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the MARK.

9. TERM

This Agreement shall continue in full force and effect until _____,

unless terminated sooner, as provided for herein below.

10. TERMINATION FOR CAUSE

OWNER shall have the right to terminate this Agreement upon thirty (30) days written notice to USER in the event of any breach of any of the provisions hereof by USER.

11. EFFECT OF TERMINATION

Upon termination of this Agreement, USER agrees to immediately discontinue all use of the MARK and any term confusingly similar thereto, and to destroy all printed materials bearing the MARK.

12. INTERPRETATION OF THE AGREEMENT

This Agreement shall be interpreted according to the laws of the State of Ohio. Obligations of the State are subject to R.C. 126.07.

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

USER

By:_____

Printed Name:_____

Title: _____

OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Sean D. Logan

Title: Director, Ohio Department of Natural Resources

Date: _____