

## Schedule B-2

### TRADEMARK SUBLICENSE AGREEMENT

(for use with Sanction Agreement)

1. **Parties.** This Trademark Sublicense Agreement (the "Agreement") is incorporated by reference into the Sanction Agreement between USATF New Jersey ("Association") and \_\_\_\_\_ ("Sublicensee") dated \_\_\_\_\_, and shall have the same force and effect and be binding upon the parties as if separately signed and delivered.
2. **Preliminary Statement.** Association has been granted a non-exclusive license by USA Track & Field, Inc. ("USATF") to use certain of USATF's trademarks, service marks and collective membership marks in connection with Association's amateur athletics activities. Sublicensee is an organization or person that assists Association in performing amateur athletics activities, and desires to also use USATF's marks in connection with those activities. Association desires to sublicense its right to use USATF's marks to Sublicensee, on the terms and conditions set forth herein. Therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Association and Sublicensee do hereby agree as set forth in this agreement.
3. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - (a) "Approved Items" shall mean those items approved by USATF from time to time.
  - (b) "Services" shall mean organizing, promoting, conducting, staffing and administering amateur athletics activities.
  - (c) "Standards" shall mean the standards established by USATF for the performance of Services in the United States, including but not limited to USATF's Competition Rules for Athletics, By-laws, Operating Regulations and administrative policies, as adopted and amended by USATF from time to time.
  - (d) "Marks" shall mean USATF's trademarks, service marks and collective membership marks shown in Schedule A attached hereto, and as revised by USATF from time to time. If a mark is depicted in a particular form and style on Schedule A, then such mark must be used by Sublicensee in that form and style.
  - (e) "Territory" shall mean the geographic area of the Association described from time to time in USATF's By-Laws, including any exhibits or schedules thereto.
4. **Sublicense.** Upon the terms and conditions of this Agreement, Association hereby grants to Sublicensee a non-exclusive, royalty-free, nonassignable Sublicense to use the Marks by displaying the Marks on advertising and promotional materials and on Approved Items in connection with any services other than the Services, or in any manner other than on advertising and promotional materials and on Approved Items. Sublicensee shall display notice of USATF's rights in the Marks (such as ®, ™, and "sm") as directed by USATF. This license is to Sublicensee only, and does not include the right to Sublicense use of any of the Marks to third parties.
5. **Quality Control.**
  - (a) All Services performed by Sublicensee that are identified by any of the Marks must strictly conform to the Standards in effect at that time, as well as all other standards and requirements imposed by law.
  - (b) Sublicensee shall notify USATF of the date, time and location of each meet or other event organized, promoted, conducted, staffed or administered by Sublicensee that is identified by any of the Marks, or where Approved Items bearing any of the Marks will be displayed or sold. Sublicensee shall use its best efforts to give such notice to USATF prior to the occurrence of such event.
  - (c) Sublicensee will permit USATF and its agents to inspect any facilities and premises where the Services are performed in order to assure compliance with and conformity to the Standards.

6. **Advertising and Promotion.** Sublicensee must submit samples or photocopies of all advertising materials, promotional materials, or items in any manner by Sublicensee, unless such materials or items were provided by USATF to Sublicensee. USATF will promptly review all submitted materials and items to determine (i) whether all Marks are being used in their USATF-approved form, and (ii) whether all items are Approved Items. USATF will promptly notify Sublicensee in writing of its approval or disapproval of such materials and items, and (if applicable) its reasons for disapproval. If USATF does not notify Sublicensee in writing of its approval or disapproval within ten (10) business days after USATF's receipt of such materials and items, then USATF shall be deemed to have approved such materials and items.
  
7. **Term.** This Agreement will remain in effect until either: (i) the termination of Association's license from USATF to use the Marks. (ii) it is terminated by Association or USATF thirty (30) days after written notice to Sublicensee, or (iii) it is terminated by USATF following Sublicensee's breach of this agreement, and failure to cure such breach to USATF's satisfaction within thirty (30) days following receipt of written notice of breach from USATF or Association. Upon termination of this Agreement for any reason, Sublicensee will immediately discontinue all use of the Marks in any manner.
  
8. **Ownership of the Marks.** Sublicensee acknowledges USATF's ownership of the Marks, and agrees that it will do nothing inconsistent with such ownership. All rights in the Marks arising from use of the Marks by Sublicensee will remain the property of USATF. Sublicensee agrees that nothing in this Agreement will give Sublicensee any right, title, or interest in the Marks other than the limited right to use the Marks in accordance with this Agreement. Sublicensee will not file any application to register any of the Marks, in whole or in part, or any colorable imitation of any of the Marks, at any time. Sublicensee will not, during the term of this Agreement or thereafter, attack USATF's title in any of the Marks.
  
9. **Remedies.** Association acknowledges that any use of the Marks other than in accordance with this Agreement will cause irreparable damage to USATF. Therefore, in the event of any such breach or threatened breach of this Agreement by Sublicensee, USATF will be entitled, in addition to and not in lieu of damages, to specific relief including without limitation an injunction preliminarily enjoining any such breach or threatened breach, to recover its reasonable attorneys fees and costs incurred in connection therewith.
  
10. **Miscellaneous.** This Agreement may not be amended, modified or altered except by written instrument duly executed by both of the parties hereto, except as otherwise provided herein. The parties hereto recognize and agree that USATF is a third party beneficiary to this Agreement, and has legally enforceable rights hereunder notwithstanding USATF not being a party to this Agreement. This Agreement will inure to the benefit of and be binding upon the parties hereto, and their successors and assigns; provided, however, that Association may not assign any of its rights or obligations under this Agreement without USATF's prior written consent. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and will be deemed to supersede all prior and contemporaneous agreements, representations, and understandings whether written or oral, and the same will be deemed to have merged into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

“SUBLICENSEE”

“ASSOCIATION”

\_\_\_\_\_

USATF New Jersey

By: \_\_\_\_\_

By: Terence Mullane

Printed: \_\_\_\_\_

Printed: Terence Mullane

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

Title: Managing Director