



TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”) is made and entered into, effective this 14th day of March, 2012 (“Effective Date”), by and between NATIONAL DOWN SYNDROME SOCIETY (“NDSS”), a Delaware not-for-profit corporation with its principal place of business at 666 Broadway, 8th Floor, New York, New York 10012 and North Coast Buddy Walk (“Licensee”) located at 5278 North Ridge Road, Eureka, CA. This Agreement is for Licensee’s local walk in Eureka, CA to be held on September 15, 2012 as part of the National Buddy Walk Program (as defined herein) (the “Buddy Walk Event”).

WHEREAS, both NDSS and Licensee are dedicated to advocating for the value, acceptance, and inclusion of people with Down syndrome;

WHEREAS, NDSS promotes the value, acceptance and inclusion of people with Down Syndrome by arranging and conducting a national fundraising and awareness program made up of local walks organized by parent support groups, schools, and other organizations and individuals (“National Buddy Walk Program”);

WHEREAS, since 1995, NDSS has used the mark BUDDY WALK and other related marks set forth on Exhibit A attached hereto and incorporated herein (the “Buddy Walk Marks”) to identify and promote the National Buddy Walk Program;

WHEREAS, NDSS is the owner of certain copyrighted materials related to the National Buddy Walk Program, including, without limitation, the guidelines issued by NDSS for use of the Buddy Walk Marks as set forth on Exhibit B attached hereto and incorporated herein (the “Logo Usage Guidelines”);

WHEREAS, NDSS and Licensee mutually desire for Licensee to utilize the Buddy Walk Marks and the Logo Usage Guidelines in the pursuit of the parties’ common mission for the Buddy Walk Event; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NDSS and Licensee agree as follows:

1. License Grant.

(a) Subject to Licensee’s compliance with the terms and conditions set forth herein, NDSS hereby grants to Licensee, during the Term of this Agreement, a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable right and license to use the Buddy Walk Marks and the Logo Usage Guidelines solely in connection with the operation of the Buddy Walk

Event and on promotional articles for the Buddy Walk Event bearing the Buddy Walk Marks, including, without limitation, t-shirts, hats, sweatshirts, key chains, and water bottles (the “Licensed Articles”).

(b) The license grant set forth in Section 2(a) of this Agreement shall include the right of Licensee to: (i) display on Licensee’s website a link to the NDSS websites (www.ndss.org and www.buddywalk.org) and (ii) use and display the Buddy Walk Marks on apparel, signs, printed materials, letterheads, and other advertising materials created for the purpose of promoting the activities of the Buddy Walk Event; and (iii) use "buddywalk" as part of the domain name for Licensee's organization (e.g. www.yourtownbuddywalk.org).

(c) The license grant set forth in section 2(a) of this Agreement shall include the right of the licensee to display the NDSS logo on apparel, signs, printed materials, letterheads, websites and other advertising materials created for the purpose of promoting the activities of the Buddy Walk event.

(d) The licensee shall include in registration brochures and websites, the following text regarding the NDSS Buddy Walk:

The Buddy Walk® was developed by the National Down Syndrome Society in 1995 to celebrate Down Syndrome Awareness Month in October and to promote acceptance and inclusion of people with Down syndrome. The Buddy Walk has grown from 17 walks in 1995 to nearly 250 walks planned for 2012 worldwide. In 2011, more than \$11.2 million was raised nationwide to benefit local programs and services, as well as the national advocacy and public awareness initiatives of NDSS that benefit all individuals with Down syndrome.

2. Ownership.

(a) Licensee expressly acknowledges the ownership by NDSS of all right, title and interest in and to the Buddy Walk Marks and the Logo Usage Guidelines. All rights not expressly granted by NDSS to Licensee hereunder are reserved and retained by NDSS. Licensee acknowledges that it has not acquired any ownership interest in the Buddy Walk Marks or the Logo Usage Guidelines and will not acquire any ownership interest in the Buddy Walk Marks or Logo Usage Guidelines by reason of this Agreement.

(b) Licensee agrees that it shall not, during the Term or thereafter, assert any claim adverse to (i) NDSS’ right, title or interest in or to the Buddy Walk Marks or (ii) NDSS’ right to grant the license hereunder.

(c) Licensee recognizes the important value of the goodwill associated with the Buddy Walk Marks and acknowledges that such goodwill belongs to NDSS and all uses of the Buddy Walk Marks by Licensee shall inure solely to the benefit of NDSS.

(d) Licensee agrees that it shall obtain approval from NDSS prior to using the Buddy Walk Marks in a poem or a song.

3. Quality Control and Approval.

(a) Licensee shall submit to NDSS at the e-mail address buddywalkartwork@ndss.org representative samples of all intended uses of the Buddy Walk Marks for prior approval by NDSS (such approval not to be unreasonably withheld or delayed). Such samples of Buddy Walk Marks should include, without limitation, website samples, brochures, media releases and stories, banners, shirts, posters, sponsor forms, letters and letterhead. NDSS shall send Licensee an e-mail confirming that NDSS received Licensee's submitted samples. NDSS shall provide Licensee with approval or rejection (with description of the reason for the rejection) of the submitted samples within five (5) business days after the date that NDSS confirms receipt of Licensee's submission to Licensee. If NDSS rejects the samples, Licensee shall make all changes requested by NDSS and resubmit the samples for approval by NDSS. If NDSS shall fail to provide Licensee with notice of approval or rejection within five (5) business days, the samples shall be deemed approved.

(b) Licensee agrees that NDSS has the right to establish quality control standards and procedures other than those set forth in Section 4(a) of this Agreement as may be reasonably necessary to ensure the quality of the Buddy Walk Event and the Licensed Articles to protect the goodwill of the Buddy Walk Marks.

(c) Licensee agrees to use its best efforts to preserve the high standards and goodwill of the Buddy Walk Marks so as to preserve and enhance the goodwill of the Buddy Walk Marks and the favorable recognition with the public that the Buddy Walk Marks now carry.

(d) Except as otherwise agreed to in writing with NDSS, Licensee shall not deviate in its use of the Buddy Walk Marks from the Logo Usage Guidelines. Licensee agrees to affix to the Licensed Articles and any promotional or advertising materials bearing the Buddy Walk Marks any statutory notices or legends required by applicable law or otherwise requested by NDSS.

4. Royalty.

(a) In consideration of the license granted herein by NDSS to Licensee, Licensee shall pay NDSS a minimum of Seven percent (7%) of all Net Profits, within one hundred and twenty (120) calendar days following the conclusion of the Buddy Walk Event. At Licensee's option, Licensee may pay NDSS more than Seven percent (7%) of all Net Profits. "Net Profits" shall mean all funds collected by Licensee as a result of the Buddy Walk Event, less any out of pocket expenses incurred by Licensee related to the Buddy Walk Event. All payments submitted by Licensee to NDSS shall be accompanied by the Financial Worksheet set forth on Exhibit C attached hereto and incorporated herein.

(b) In consideration of the license granted herein by NDSS to Licensee, in the case that a Licensee does not incur any Net Profits (i.e. net loss as a fundraising event or a non-fundraising Buddy Walk Event), will pay NDSS a minimum of one hundred dollars (\$100), within one hundred and twenty (120) calendar days following the conclusion of the Buddy Walk Event. The one hundred

dollar (\$100) payment submitted by Licensee to NDSS shall be accompanied by the Financial Worksheet set forth on Exhibit C attached hereto and incorporated herein. In such a case the Financial Worksheet would be completed with the exclusion of items B, C, and D and with the inclusion of one hundred dollars (\$100) on line E.

5. Term and Termination.

(a) The term shall commence on the Effective Date and continue until December 31, 2012 unless sooner terminated in accordance with the provisions of this Agreement (the "Term").

(b) Buddy Walk Events must be registered on www.buddywalk.org at least 120 days prior to the Buddy Walk Event.

(c) Licensees must submit this signed Agreement at least 90 days prior to the Buddy Walk Event.

(b) NDSS may terminate this Agreement immediately upon notice to Licensee if Licensee breaches any material term or condition of this Agreement and Licensee fails to cure any such breach to the reasonable satisfaction of NDSS within thirty (30) days after NDSS notifies Licensee of such breach.

(c) Any right of NDSS to terminate this Agreement is in addition to and without prejudice to any right or remedy NDSS may otherwise have under this Agreement or at law in respect of any breach of this Agreement.

6. Representations and Warranties.

(a) Licensee represents and warrants to NDSS that (i) it has the power, authority and legal right to execute, deliver and perform each and all of its obligations under this Agreement; (ii) all uses of the Buddy Walk Marks shall comply with the Logo Usage Guidelines, as may be amended from NDSS from time-to-time; and (iii) the Licensed Articles and the manufacture, marketing, promotion, distribution and sale thereof, shall comply with all applicable state, federal and local laws, rules and regulations.

(b) NDSS represents and warrants that it has the power, authority and legal rights to execute, deliver and perform each and all of its obligations under this Agreement.

7. Infringement and Indemnity.

(a) Licensee agrees to promptly notify NDSS in the event Licensee reasonably believes that any of the Buddy Walk Marks are being infringed or adversely affected by any unauthorized and unlawful use by any third party, and Licensee further agrees to take no action of any kind with respect to such infringement or adverse use, except by and in accordance with an express written authorization of NDSS.

(b) NDSS shall determine, in its sole discretion, whether to take any action to prevent infringement and unauthorized use of any of the Buddy Walk Marks, and all costs for any such action will be borne by NDSS, and all recoveries from any such action would be the sole and exclusive property of NDSS.

(c) Licensee shall indemnify, defend, and hold harmless NDSS, and its directors and officers from and against any and all liabilities arising from: (i) any acts of omission of Licensee in connection with the performance of this Agreement or breach of any of its representations or warranties and (ii) the Buddy Walk Event, including, without limitation, injuries to spectators or participants, regardless of fault or negligence.

8. Notices.

All notices and demands under this Agreement shall be given in writing to the address provided in the first paragraph of this Agreement by certified United States mail or a recognized courier service. Notices shall be deemed received on the date of delivery recorded by the delivery service. Courtesy copies may be sent by telefax, e-mail or other standard means.

9. Survival.

The terms and conditions of this Agreement providing for any obligations to be performed following the effective date of termination or expiration of this Agreement shall survive until such time as such obligations have been performed.

10. No Assignment.

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by Licensee without prior written consent of NDSS. Any attempted transfer or assignment in violation of this Agreement shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted assigns.

11. General Provisions.

(a) Titles and captions of sections are for convenience only and neither limit nor amplify the provisions of this Agreement.

(b) Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, franchisees, franchisors, or agents, and no party shall have the power to obligate or bind the other whatsoever.

(c) This Agreement (including all Exhibits incorporated herein by reference) constitutes the entire agreement between the parties, with respect to the subject matter hereof and supersedes all prior understandings, communications, and agreements between them, written or oral, regarding such subject matter. This Agreement shall not be modified, nor shall any provision hereof be waived or amended, except by written amendment executed by both parties.


(d) The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) None of the provisions of this Agreement may be waived or modified, except expressly in a writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

(f) This Agreement shall be interpreted in accordance with, and enforced pursuant to, the laws of the State of New York, without regard to its conflict of laws provisions. The parties consent to the exclusive jurisdiction of the federal and state courts in New York, New York, as applicable, for any dispute arising hereunder.

National Down Syndrome Society

Licensee

By: 

By: _____

Name: Jon Colman

Printed Name: _____

Title: President, NDSS

Organization Name: _____

Dated: March 14, 2012

Officer Position for Organization: _____

Dated: _____

EXHIBIT A

BUDDY WALK® LOGO TYPES

One-color logo (English)	One-color logo (Spanish)
	
Two-color logo with no gradations (English)	Two-color logo with no gradations (Spanish)
	
Two-color logo with gradations (English)	Two-color logo with gradations (Spanish)
	




<p align="center">Buddy Walk Type One-line (English)</p> 	<p align="center">Buddy Walk Type One-line (Spanish)</p> <p align="center">NOT APPLICABLE</p>
<p align="center">Buddy Walk Type Two-line (English)</p> 	<p align="center">Buddy Walk Type Two-line (Spanish)</p> <p align="center">NOT APPLICABLE</p>
<p align="center">NDSS Logo</p>	<p align="center">Domain Names</p>
	<p align="center">Buddy Walk® website: http://www.buddywalk.org</p> <p align="center">National Down Syndrome Society website: http://www.ndss.org</p>

EXHIBIT B



BUDDY WALK® LOGO USAGE GUIDELINES AND GRAPHIC STANDARDS

The Buddy Walk® name and logo are trademarked properties of the National Down Syndrome Society (NDSS), and therefore must be used with these guidelines.

Reminder: All intended uses of the Buddy Walk logo and Marks must be submitted through buddywalkartwork@ndss.org for approval prior to use.

- The NDSS Buddy Walk logo is the only legal graphical representation of the words “Buddy Walk”. No organization or entity may develop another representation utilizing the words “Buddy Walk”.
- The registered trademark ® must accompany the Buddy Walk® logo and the first reference to the Buddy Walk in printed materials and on your organization’s website.
- The Buddy Walk logo must be used as a whole. No part or character may be removed from the logo or used separately from the rest of the logo.
- The Buddy Walk logo must be reproduced using the authorized versions only. It cannot be redrawn or changed in any way; but can be resized proportionately to fit on various items.
- There are two color versions of the Buddy Walk logo, one for use on t-shirts and merchandise (the two-color logo with no gradation) and one for use on brochures, letterheads and websites (two-color logo with gradations). Usage will depend on the printing process employed. A printer can help determine which logo is right for your job.
- The two-color logo can only be printed in the official Buddy Walk colors of blue (Pantone 287) and yellow (Pantone 123).
- If you are using the one-color logo, the authorized colors are black or white or the official Buddy Walk colors of blue (Pantone 287) and yellow (Pantone 123).
- Additional logos include a Spanish version of each logo type as well as the words “Buddy Walk” in both one and two-line versions.

- When adding a city or group name to accompany the Buddy Walk logo, the text must be added below the words Buddy Walk. Up to three lines of text may be added below the logo. (*See designs one and two*)
- When adding the logo of a local group or sponsor, the logo must be added below the Buddy Walk logo and it cannot exceed the width of the entire Buddy Walk logo. (*See design three*)
- If creating your own t-shirt design, the following guidelines must be followed: the Buddy Walk logo must be on the front of the shirt and must be the focus of the design, the words “National Down Syndrome Society” and “Buddy Walk” must be legible and cannot be removed from the logo. (*See design four*)
- The “Steps for a Brighter Tomorrow” graphic with the Buddy Walk logo and skyline and the “Get Involved, Be Inspired” design may also be used for t-shirts and printed materials.
- Registered Walk organizers may download a copy of the Buddy Walk logo from the Buddy Walk website - www.buddywalk.org

Examples of correct logo usage:

Design One	Design Two
 <p>BUDDY WALK®</p> <p>Of Any Town 2012</p>	 <p>BUDDY WALK®</p> <p>2012 Local Group Name Anytown, USA</p>
Design Three	Design Four
 <p>BUDDY WALK®</p> <p>Presented By: </p>	 <p>Buddy Walk®</p> <p>COLUMBUS, INDIANA</p> <p>steps for a brighter tomorrow</p>

EXHIBIT C



**NORTH COAST BUDDY WALK
BUDDY WALK® FINANCIAL REPORT**

Date of Buddy Walk® _____

City / State of Walk _____

Number of Participants _____

EVENT FINANCIAL STATEMENT

A. Total funds raised (including event sponsors) \$ _____

B. Operating expenses \$ _____

C. Net proceeds (A-B) \$ _____

D. Net proceeds X Seven % (C x 7%) \$ _____

E. License fee to be paid to NDSS (minimum \$ = D) \$ _____

F. Non-fundraising event or event with net loss (\$100) \$ _____

I certify that I am an officer of the above listed organization and that the information above is accurate to the best of my knowledge.

Name of Registered Walk Organizer: _____

Signature of Walk Organizer _____

Name of Officer completing form: _____

Signature of Officer completing form: _____

Title: _____

Date: _____

Remit payment and financial statement to: NDSS, 666 Broadway, 8th Floor, New York, NY 10012

