

# **Addendum A**

**Professional Athletes' Trademarks as documented on TESS**

# REVIS ISLAND

<b>Word Mark</b>	<b>REVIS ISLAND</b>
<b>Goods and Services</b>	IC 025. US 022 039. G & S: t-shirts, sweatshirts, sweatpants, hats, footwear, sleepwear, swimwear. FIRST USE: 20121100. FIRST USE IN COMMERCE: 20121100
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	77907325
<b>Filing Date</b>	January 7, 2010
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	November 30, 2010
<b>Registration Number</b>	4407286
<b>Registration Date</b>	September 24, 2013
<b>Owner</b>	(REGISTRANT) Revis, Darrelle INDIVIDUAL UNITED STATES 102 Carrol St. Aliquippa PENNSYLVANIA 15001
<b>Attorney of Record</b>	Matt Greenberg
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Other Data</b>	The name(s), portrait(s), and/or signature(s) shown in the mark identifies Darrelle Revis, whose consent(s) to register is made of record.
<b>Live/Dead Indicator</b>	LIVE

# BEAST MODE

**Word Mark** **BEAST MODE**

**Goods and Services** IC 014. US 002 027 028 050. G & S: Bracelets, namely, bracelets made of silicone; rubber or silicone wristbands in the nature of bracelets

IC 018. US 001 002 003 022 041. G & S: All-purpose sport bags, all-purpose athletic bags, all-purpose carrying bags, athletic bags, backpacks, book bags and duffel bags

IC 025. US 022 039. G & S: Men's, women's and children's clothing, namely, tops, tank tops, pants, shorts, long-sleeved shirts, polo shirts, short-sleeved shirts, sweat pants and socks; full line of athletic clothing, namely, jackets, pull-overs, sports jerseys, moisture-wicking sports pants, moisture-wicking sports shirts, base layer bottoms, base layer tops, athletic uniforms, baseball uniforms; wristbands, sweat bands; footwear, namely, athletic footwear, running shoes, training shoes, sneakers, football shoes, football cleats, baseball shoes and baseball cleats; headwear, namely, headbands, baseball caps, skull caps and beanies

IC 028. US 022 023 038 050. G & S: Football gloves, baseball gloves, running gloves

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86975129

**Filing Date** September 9, 2013

**Current Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) Lynch, Marshawn INDIVIDUAL UNITED STATES 832 Sansome Street, 1st Floor San Francisco CALIFORNIA 94111

**Attorney of Record** Doreen Small

**Prior Registrations** 3650781;4254213

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Other Data** The name "BEAST MODE" identifies a living individual whose consent is of record.

**Live/Dead Indicator** LIVE

# FEAR THE BEARD

**Word Mark** **FEAR THE BEARD**

**Goods and Services** (ABANDONED) IC 003. US 001 004 006 050 051 052. G & S: Hair care preparations, hair dressings for men, shampoo, lotions for beards, hair color

(ABANDONED) IC 008. US 023 028 044. G & S: Moustache and beard trimmers, hair cutters, electric and non-electric razors, razor blades

(ABANDONED) IC 016. US 002 005 022 023 029 037 038 050. G & S: Posters, printed paper signs, bumper stickers, decals, all such goods associated with major league baseball player Brian Wilson

(ABANDONED) IC 025. US 022 039. G & S: Clothing, namely, t-shirts, sweatshirts, caps, jackets, all such goods associated with major league baseball player Brian Wilson

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85188570

**Filing Date** December 1, 2010

**Current Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) Wilson, Brian INDIVIDUAL UNITED STATES 1880 Century Park East, Suite 1511 c/o Dan Lozano, MVP Sports Group Los Angeles CALIFORNIA 90067

**Attorney of Record** Paul D. Supnik

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BEARD" APART FROM THE MARK AS SHOWN

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** DEAD

**Abandonment Date** May 1, 2013

# LOVEE

**Word Mark LOVEE**

**Goods and Services** IC 003. US 001 004 006 050 051 052. G & S: Cosmetics; non-medicated skin care preparations, namely, after sun skin gels, anti-friction skin creams, body butters, cosmetic creams for skin care, facial and skin cleansers, facial moisturizers, hand and body skin moisturizers, lotions for skin, non-medicated foot cream, non-medicated skin serum, skin moisturizers, sugar body scrub, sun-block lotions, and sunscreen lotions and sprays; fragrances

**Standard Characters Claimed****Mark**

**Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86074518

**Filing Date** September 25, 2013

**Current Basis** 1B

**Original Filing Basis** 1B

**Published for Opposition** February 18, 2014

**Owner** (APPLICANT) Williams, Serena INDIVIDUAL UNITED STATES c/o Hillary Hughes/Garvey Schubert Barer 100 Wall Street, 20th Floor New York NEW YORK 10005

(APPLICANT) Williams, Venus INDIVIDUAL UNITED STATES Hillary Hughes/Garvey Schubert Barer 100 Wall Street, 20th Floor New York NEW YORK 10005

**Attorney of Record** Hillary H. Hughes

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

# LIVESTRONG

**Word Mark** LIVESTRONG

**Goods and Services** IC 036. US 100 101 102. G & S: Mutual fund investment and brokerage services; investment consulting and management; financial services, namely, an investment security; insurance underwriting in the field of health, dental, disability, life, and catastrophic event coverage; insurance administration and consulting. FIRST USE: 20060530. FIRST USE IN COMMERCE: 20060530

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 78821024

**Filing Date** February 22, 2006

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** October 17, 2006

**Change In Registration** CHANGE IN REGISTRATION HAS OCCURRED

**Registration Number** 3493993

**Registration Date** August 26, 2008

**Owner** (REGISTRANT) Lance Armstrong Foundation NON-PROFIT CORPORATION TEXAS 2201 E. 6th Street Austin TEXAS 78702

(LAST LISTED OWNER) THE **LIVESTRONG** FOUNDATION NON-PROFIT CORPORATION TEXAS 2201 E. SIXTH STREET AUSTIN TEXAS 78702

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** Heather A. Dunn, Esq.

**Prior Registrations** 3052284

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Affidavit Text** SECT 15. SECT 8 (6-YR).

**Live/Dead Indicator** LIVE

# KAEPERNICKING

<b>Word Mark</b>	<b>KAEPERNICKING</b>
<b>Goods and Services</b>	IC 025. US 022 039. G & S: Clothing, namely, shirts. FIRST USE: 20121231. FIRST USE IN COMMERCE: 20121231
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	85822700
<b>Filing Date</b>	January 14, 2013
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	August 27, 2013
<b>Registration Number</b>	4431402
<b>Registration Date</b>	November 12, 2013
<b>Owner</b>	(REGISTRANT) Kaepernick, Colin INDIVIDUAL UNITED STATES P.O. Box 1725 Madison WISCONSIN 537011725  (LAST LISTED OWNER) INKED FLASH, INC. CORPORATION CALIFORNIA 5900 WILSHIRE BOULEVARD, SUITE 2250 LOS ANGELES CALIFORNIA 90036
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Bruce H. Bernstein
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Other Data</b>	The name "Colin Kaepernick" identifies a living individual whose consent is of record.
<b>Live/Dead Indicator</b>	L

# LINSANITY

**Word Mark LINSANITY**

**Goods and Services** IC 018. US 001 002 003 022 041. G & S: Duffel bags, knapsacks, all purpose sport bags, backpacks, handbags

IC 021. US 002 013 023 029 030 033 040 050. G & S: Cups, mugs, aluminum water bottles sold empty, plastic water bottles sold empty, reusable stainless steel water bottles sold empty, insulating sleeve holders for beverage cans, insulating sleeve holders for bottles

IC 025. US 022 039. G & S: Clothing, namely, shirts, t-shirts, sweatshirts, hooded sweatshirts, jackets, hooded jackets, coats, headbands, sports jerseys, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shorts, socks, sweaters, sweatpants, underwear, warm-up suits, wristbands, sweatbands, belts; footwear, namely, shoes, slippers, sandals, athletic footwear, sneakers; headwear, namely, caps, hats, visors, bandanas

IC 028. US 022 023 038 050. G & S: Toys, namely, action figures; sporting goods, namely, basketballs, shooting sleeves in the nature of body limb sleeves for use in basketball

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85541426

**Filing Date** February 13, 2012

**Current Basis** 1B

**Original Filing Basis** 1B

**Published for Opposition** August 5, 2014

**Owner** (APPLICANT) Lin, Jeremy INDIVIDUAL UNITED STATES c/o Arent Fox LLP, 1717 K St., NW Washington D.C. 200065344

**Attorney of Record** Pamela M. Deese

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Other Data** The name "LINSANITY" identifies Jeremy Lin, whose consent to register this mark is made of record.

**Live/Dead Indicator** LIVE



# HOME COURT BY LEBRON JAMES

**Word Mark** HOME COURT BY **LEBRON JAMES**

**Goods and Services** IC 020. US 002 013 022 025 032 050. G & S: Furniture. FIRST USE: 20101130. FIRST USE IN COMMERCE: 20101130

IC 035. US 100 101 102. G & S: Retail store services featuring furniture. FIRST USE: 20101130. FIRST USE IN COMMERCE: 20101130

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 77849544

**Filing Date** October 15, 2009

**Current Basis** 1A

**Original Filing Basis** 1B

**Published for Opposition** June 8, 2010

**Registration Number** 4006761

**Registration Date** August 2, 2011

**Owner** (REGISTRANT) American Signature, Inc. CORPORATION OHIO 4300 East Fifth Avenue Columbus OHIO 43219

(LAST LISTED OWNER) LBJ TRADEMARKS, LLC LIMITED LIABILITY COMPANY DELAWARE 3800 EMBASSY PARKWAY SUITE 360 AKRON OHIO 44333

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** Theodore R. Remaklus

**Type of Mark** TRADEMARK. SERVICE MARK

**Register** PRINCIPAL

**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark identifies "LeBron James", whose consent(s) to register is made of record.

**Live/Dead Indicator** LIVE

## **Addendum B**

**Johnny Manziel's Trademark for "Johnny Football" as documented on TESS**

# JOHNNY FOOTBALL

**Word Mark** JOHNNY FOOTBALL

**Goods and Services** IC 025. US 022 039. G & S: Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Clothing for athletic use, namely, padded elbow compression sleeves being part of an athletic garment; Clothing for athletic use, namely, padded pants; Clothing for athletic use, namely, padded shirts; Clothing for athletic use, namely, padded shorts; Clothing, namely, arm warmers; Clothing, namely, athletic sleeves; Clothing, namely, base layers; Clothing, namely, neck tubes; Gloves as clothing; Headbands for clothing; Hoods; Infant and toddler one piece clothing; Jackets; Jerseys; Ties; Triathlon clothing, namely, triathlon tights, triathlon shorts, triathlon singlets, triathlon shirts, triathlon suits; Wearable garments and clothing, namely, shirts; Women's clothing, namely, shirts, dresses, skirts, blouses; Wrist bands; Wristbands

IC 041. US 100 101 107. G & S: Educational and entertainment services, namely, providing motivational and educational speakers; Educational and entertainment services, namely, providing motivational and educational speakers in the field of self- and personal improvement; Entertainment and educational services in the nature of competitions in the field of entertainment, education, culture, sports, and other non-business and non-commercial fields; Entertainment in the nature of football games; Entertainment services, namely, participation in football games; Entertainment services, namely, personal appearances by a sports celebrity

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85839336

**Filing Date** February 2, 2013

**Current Basis** 1B

**Original Filing Basis** 1A

**Owner** (APPLICANT) Johnathan Paul Manziel AKA Johnny Manziel INDIVIDUAL UNITED STATES 110 W. 8th St. Tyler TEXAS 75701

(APPLICANT) JMAN2 Enterprises, LLC LIMITED LIABILITY COMPANY TEXAS 110 W. 8th St. Tyler TEXAS 75701

**Attorney of Record** Derek Gilliland

**Prior Registrations** 4395332;4526572;4526574;AND OTHERS

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FOOTBALL" FOR "ATHLETIC APPAREL, NAMELY, SHIRTS, PANTS, JACKETS, FOOTWEAR, HATS AND CAPS, ATHLETIC UNIFORMS; CLOTHING FOR ATHLETIC USE, NAMELY, PADDED ELBOW COMPRESSION SLEEVES BEING PART OF AN ATHLETIC GARMENT; CLOTHING FOR ATHLETIC USE, NAMELY, PADDED PANTS; CLOTHING FOR ATHLETIC USE, NAMELY, PADDED SHIRTS; CLOTHING FOR ATHLETIC USE, NAMELY, PADDED SHORTS; CLOTHING, NAMELY, ARM WARMERS; CLOTHING, NAMELY, ATHLETIC SLEEVES; CLOTHING, NAMELY, BASE LAYERS; CLOTHING, NAMELY, NECK TUBES; GLOVES AS CLOTHING; HEADBANDS FOR CLOTHING;

HOODS; JACKETS; JERSEYS; TIES; TRIATHLON CLOTHING, NAMELY, TRIATHLON TIGHTS, TRIATHLON SHORTS, TRIATHLON SINGLET, TRIATHLON SHIRTS, TRIATHLON SUITS; WEARABLE GARMENTS AND CLOTHING, NAMELY, SHIRTS; WOMEN'S CLOTHING, NAMELY, SHIRTS, DRESSES, SKIRTS, BLOUSES; WRIST BANDS; WRISTBANDS," IN INTERNATIONAL CLASS 25, AND "ENTERTAINMENT AND EDUCATIONAL SERVICES IN THE NATURE OF COMPETITIONS IN THE FIELD OF ENTERTAINMENT, EDUCATION, CULTURE, SPORTS, AND OTHER NON-BUSINESS AND NON-COMMERCIAL FIELDS; ENTERTAINMENT IN THE NATURE OF FOOTBALL GAMES; ENTERTAINMENT SERVICES, NAMELY, PARTICIPATION IN FOOTBALL GAMES; ENTERTAINMENT SERVICES, NAMELY, PERSONAL APPEARANCES BY A SPORTS CELEBRITY," IN INTERNATIONAL CLASS 41 APART FROM THE MARK AS SHOWN

**Type of Mark** TRADEMARK. SERVICE MARK

**Register** PRINCIPAL

**Other Data** The name(s), portrait(s), and/or signature(s) shown in the mark identifies Johnathan Manziel, whose consent(s) to register is made of record.

**Live/Dead Indicator** LIVE



EXCLUSIVE

# JOHNNY CLEVELAND

JOHNNY CLEVELAND	TSDR	LIVE
JOHNNY CLEVELAND	TSDR	LIVE
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	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	86179128		JIIM	TSDR	LIVE
2	86178848		JFF	TSDR	LIVE
3	86178842		JIIM	TSDR	LIVE
4	86139307		JMAN	TSDR	LIVE
5	86139295		JMAN2	TSDR	LIVE
6	86179135		MANZIEL	TSDR	LIVE
7	86178825		MANZIEL	TSDR	LIVE
8	86370885		JOHNNY CLEVELAND	TSDR	LIVE
9	86178965		THE HOUSE THAT JOHNNY BUILT	TSDR	LIVE
10	85839336		JOHNNY FOOTBALL	TSDR	LIVE
11	85814656	4395332	JUANITO FÚTBOL	TSDR	LIVE
12	85791617	4526577	JOHNNY SOCCER	TSDR	LIVE
13	85791594	4526576	JOHNNY GOLF	TSDR	LIVE
14	85791587	4526575	JOHNNY SPORTS	TSDR	LIVE
15	85791517	4526574	JOHNNY BASKETBALL	TSDR	LIVE
16	85791489	4526572	JOHNNY BASEBALL	TSDR	LIVE

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## **Addendum C**

**Examples of registrations for various coaches as documented on TESS**





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IC 025. US 022 039. G &amp; S: CLOTHING, NAMELY, HEADWEAR, PANTS, SHIRTS AND SHORTS

**Standard Characters**  
**Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86117397**Filing Date** November 13, 2013**Current Basis** 1B**Original Filing Basis** 1B**Published for**  
**Opposition** October 21, 2014**Owner** (APPLICANT) HUNH, LLC LIMITED LIABILITY COMPANY ARKANSAS 3613 LACOSTE DRIVE JONESBORO ARKANSAS 72404**Attorney of Record** JAMES E. SHLESINGER**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [TOP](#) [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)



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# HUNH

**Word Mark** HUNH**Goods and Services** IC 021. US 002 013 023 029 030 033 040 050. G & S: BEVERAGE GLASSWARE

IC 025. US 022 039. G &amp; S: CLOTHING, NAMELY, HEADWEAR, PANTS, SHIRTS AND SHORTS

**Standard Characters****Claimed****Mark Drawing Code** (4) STANDARD CHARACTER MARK**Serial Number** 86117416**Filing Date** November 13, 2013**Current Basis** 1B**Original Filing Basis** 1B**Published for  
Opposition** October 21, 2014**Owner** (APPLICANT) HUNH, LLC LIMITED LIABILITY COMPANY ARKANSAS 3613 LACOSTE  
DRIVE JONESBORO ARKANSAS 72404**Attorney of Record** JAMES E. SHLESINGER**Type of Mark** TRADEMARK**Register** PRINCIPAL**Live/Dead Indicator** LIVE[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [TOP](#) | [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)



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# GUS BUS

<b>Word Mark</b>	GUS BUS
<b>Goods and Services</b>	IC 025. US 022 039. G & S: T-shirts. FIRST USE: 20121207. FIRST USE IN COMMERCE: 20121207
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	86256419
<b>Filing Date</b>	April 18, 2014
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	September 30, 2014
<b>Owner</b>	(APPLICANT) Auburn University state university ALABAMA 303 Samford Hall Auburn ALABAMA 36849
<b>Attorney of Record</b>	Timothy A. Bush, Esq.
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Other Data</b>	The name(s), portrait(s), and/or signature(s) shown in the mark identifies the nickname of GUS MALZAHN, a living individual, whose consent(s) to register is made of record.



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# DABO SWINNEY

<b>Word Mark</b>	DABO SWINNEY
<b>Goods and Services</b>	IC 025. US 022 039. G & S: Clothing, namely, shirts. FIRST USE: 20090400. FIRST USE IN COMMERCE: 20090400
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Trademark Search Facility Classification Code</b>	LETTER-3-OR-MORE DABO Combination of three or more letters as part of the mark
<b>Serial Number</b>	77746591
<b>Filing Date</b>	May 28, 2009
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	March 2, 2010
<b>Registration Number</b>	3890848
<b>Registration Date</b>	December 14, 2010



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# DABO'S ALL IN TEAM

<b>Word Mark</b>	<b>DABO'S ALL IN TEAM</b>
<b>Goods and Services</b>	IC 025. US 022 039. G & S: Clothing, namely, shirts. FIRST USE: 20090725. FIRST USE IN COMMERCE: 20090725
	IC 036. US 100 101 102. G & S: Charitable fundraising services. FIRST USE: 20090100. FIRST USE IN COMMERCE: 20090100
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Trademark Search Facility Classification Code</b>	NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks
<b>Serial Number</b>	77714358
<b>Filing Date</b>	April 15, 2009
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1A;1B
<b>Published for Opposition</b>	February 9, 2010
<b>Registration Number</b>	3901294
<b>Registration Date</b>	January 4, 2011
<b>Owner</b>	(REGISTRANT) Swinney, William C. INDIVIDUAL UNITED STATES P.O. Box 1585 Clemson

SOUTH CAROLINA 29633

**Attorney of  
Record**

Carrie A. Johnson

**Type of Mark**

TRADEMARK. SERVICE MARK

**Register**

PRINCIPAL

**Other Data**

The name "DABO" identifies a living individual whose consent is of record.

**Live/Dead****Indicator**

LIVE

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# STRONGHORNS

### Word Mark STRONGHORNS

**Goods and Services** IC 025, US 022 039, G & S: Athletic shirts; Button down shirts; Camouflage shirts; Collared shirts; Dress shirts; Golf shirts; Hooded sweat shirts; Hunting shirts; Long-sleeved shirts; Polo shirts; Shirts; Shirts and short-sleeved shirts; Short-sleeved shirts; Sports caps and hats; Sweat shirts; T-shirts

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86157867

**Filing Date** January 6, 2014

**Current Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) WANSOT GROUP, LLC LIMITED LIABILITY COMPANY TEXAS 4200 WEST VICKERY BOULEVARD FORT WORTH TEXAS 76107

**Assignment Recorded** ASSIGNMENT RECORDED

**Attorney of Record** Andy I. Corea

Type of  
Mark TRADEMARK  
Register PRINCIPAL  
Live/Dead  
Indicator LIVE

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# Saban Life

**Word Mark**

SABAN LIFE

**Goods and Services**

IC 025. US 022 039. G &amp; S: Blouses; Cloth bibs; Hats; Jackets; Jerseys; Maternity clothing, namely, shirts, pants; shorts, and socks; One piece garment for infants and toddlers; Pants; Shirts; Socks; Ties; Underwear

**Standard Characters Claimed****Mark****Drawing Code**

(4) STANDARD CHARACTER MARK

**Serial Number**

85967608

**Filing Date**

June 24, 2013

**Current Basis**

1B

**Original Filing Basis**

1B

**Published for Opposition**

November 12, 2013

**Owner**

(APPLICANT) Helms, Jay INDIVIDUAL UNITED STATES #615 16284 Perdido Key Dr Pensacola FLORIDA 32507

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Live/Dead  
Indicator**

LIVE

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## URBAN MEYER KNOWS - Trademark Details

Status: 688 - Notice Of Allowance - Issued

### URBAN MEYER KNOWS

Serial Number 85917372  
Word Mark URBAN MEYER KNOWS  
Status 688 - Notice Of Allowance - Issued  
Status Date 2014-10-07  
Filing Date 2013-04-29  
Mark Drawing 4000 - Standard character mark Typeset  
Published for Opposition Date 2014-08-12  
Attorney Name [Joseph R. Dreidler](#)  
Law Office Assigned Location Code M10  
Employee Name BENJAMIN, SARA NICOLE

### Statements

Goods and Services Clothing items for men, women, and children, namely, shirts and t-shirts  
Name/Portrait Description and/or Consent Statement The name(s), portrait(s), and/or signature(s) shown in the mark identifies "URBAN MEYER", whose consent(s) to register is made of record.

### Classification Information

International Class 025 - Clothing, footwear, headgear. - Clothing, footwear, headgear.  
US Class Codes 022, 039  
Class Status Code 6 - Active  
Class Status Date 2013-05-03  
Primary Code 025

### Current Trademark Owners

Party Name [The Ohio State University](#)  
Party Type 20 - Owner at Publication  
Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).  
Address Please [log in](#) with your Justia account to see this address.

### Trademark Owner History

Party Name [The Ohio State University](#)  
Party Type 20 - Owner at Publication  
Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).  
Address Please [log in](#) with your Justia account to see this address.  
Party Name [The Ohio State University](#)  
Party Type 10 - Original Applicant  
Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).  
Address Please [log in](#) with your Justia account to see this address.

## Correspondences

Name JOSEPH R. DREITLER

Address Please [log in](#) with your Justia account to see this address.

## Trademark Events

Event Date Event Description

2013-05-02 NEW APPLICATION ENTERED IN TRAM  
 2013-05-03 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM  
 2013-05-31 ASSIGNED TO EXAMINER  
 2013-06-01 NON-FINAL ACTION WRITTEN  
 2013-06-01 NON-FINAL ACTION E-MAILED  
 2013-06-01 NOTIFICATION OF NON-FINAL ACTION E-MAILED  
 2013-06-03 TEAS RESPONSE TO OFFICE ACTION RECEIVED  
 2013-06-03 CORRESPONDENCE RECEIVED IN LAW OFFICE  
 2013-06-03 TEAS/EMAIL CORRESPONDENCE ENTERED  
 2013-06-06 TEAS AMENDMENT OF USE RECEIVED  
 2013-06-07 USE AMENDMENT FILED  
 2013-06-07 AMENDMENT TO USE PROCESSING COMPLETE  
 2013-06-25 USE AMENDMENT ACCEPTED  
 2013-06-25 NON-FINAL ACTION WRITTEN  
 2013-06-25 NON-FINAL ACTION E-MAILED  
 2013-06-25 NOTIFICATION OF NON-FINAL ACTION E-MAILED  
 2013-06-26 NOTICE OF ACCEPTANCE OF AMENDMENT TO ALLEGE USE E-MAILED  
 2013-12-19 TEAS RESPONSE TO OFFICE ACTION RECEIVED  
 2013-12-19 CORRESPONDENCE RECEIVED IN LAW OFFICE  
 2013-12-19 TEAS/EMAIL CORRESPONDENCE ENTERED  
 2013-12-21 NON-FINAL ACTION WRITTEN  
 2013-12-21 NON-FINAL ACTION E-MAILED  
 2013-12-21 NOTIFICATION OF NON-FINAL ACTION E-MAILED  
 2014-06-20 TEAS RESPONSE TO OFFICE ACTION RECEIVED  
 2014-06-24 TEAS CHANGE OF CORRESPONDENCE RECEIVED  
 2014-07-01 ASSIGNED TO LIE  
 2014-07-07 CORRESPONDENCE RECEIVED IN LAW OFFICE  
 2014-07-07 TEAS/EMAIL CORRESPONDENCE ENTERED  
 2014-07-08 APPROVED FOR PUB - PRINCIPAL REGISTER  
 2014-07-08 LAW OFFICE PUBLICATION REVIEW COMPLETED  
 2014-07-23 NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED  
 2014-08-12 PUBLISHED FOR OPPOSITION  
 2014-08-12 OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED  
 2014-10-07 NOA E-MAILED - SOU REQUIRED FROM APPLICANT

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### **Why the Supreme Court Should Reject the Arizona Legislature's Challenge to the Arizona Independent Redistricting Commission**

U.C. Davis law professor Vikram David Amar evaluates the merits of the arguments of the Arizona legislature in its Supreme Court challenge to the Arizona Independent Redistricting Commission.



By **Vikram David Amar**

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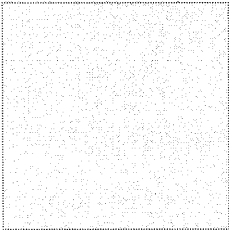
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## URBAN MEYER - Trademark Details

Status: 686 - Published For Opposition



Serial Number 86329914

Word Mark URBAN MEYER

Status 686 - Published For Opposition

Status Date 2014-12-02

Filing Date 2014-07-07

Mark Drawing 4000 - Standard character mark Typeset

Published for Opposition Date 2014-12-02

Attorney Name [Joseph R. Dreitler](#)

Law Office Assigned Location Code L90

Employee Name FINK, GINA M

### Statements

Goods and Services Clothing items for men, women, and children, namely, hats, caps, shirts, and T-shirts.

Name/Portrait Description and/or Consent Statement The name(s), portrait(s), and/or signature(s) shown in the mark identifies "URBAN MEYER", whose consent(s) to register is made of record.

### Classification Information

International Class 025 - Clothing, footwear, headgear. - Clothing, footwear, headgear.

US Class Codes 022, 039

Class Status Code 6 - Active

Class Status Date 2014-07-11

Primary Code 025

### Current Trademark Owners

Party Name [The Ohio State University](#)

Party Type 20 - Owner at Publication

Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).

Address Please [log in](#) with your Justia account to see this address.

### Trademark Owner History

Party Name [The Ohio State University](#)

Party Type 20 - Owner at Publication

Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).

Address Please [log in](#) with your Justia account to see this address.Party Name [The Ohio State University](#)

Party Type 10 - Original Applicant

Legal Entity Type 99 - Other (Indicates Entity-Statement should appear).

Address Please [log in](#) with your Justia account to see this address.

## Correspondences

Name: JOSEPH R. DREITLER

Address: Please [log in](#) with your Justia account to see this address.

## Trademark Events

Event Date Event Description

2014-07-10 NEW APPLICATION ENTERED IN TRAM

2014-07-11 NEW APPLICATION OFFICE SUPPLIED DATA ENTERED IN TRAM

2014-10-16 ASSIGNED TO EXAMINER

2014-10-22 APPROVED FOR PUB - PRINCIPAL REGISTER

2014-11-12 NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED

2014-12-02 PUBLISHED FOR OPPOSITION

2014-12-02 OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED

2015-01-07 NOTICE OF PUBLICATION

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**Why the Supreme Court Should Reject the Arizona Legislature's Challenge to the Arizona Independent Redistricting Commission**

U.C. Davis law professor Vikram David Amar evaluates the merits of the arguments of the Arizona legislature in its Supreme Court challenge to the Arizona Independent Redistricting Commission.



**By Vikram David Amar**

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# HURRY UP NO HUDDLE

**Word Mark** HURRY UP NO HUDDLE

**Goods and Services** IC 021. US 002 013 023 029 030 033 040 050. G & S: GLASSWARE

IC 025. US 022 039. G & S: CLOTHING

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 86117397

**Filing Date** November 13, 2013

**Current Basis** 1B

**Original Filing Basis** 1B

**Owner** (APPLICANT) HUNH, LLC LIMITED LIABILITY COMPANY ARKANSAS 3613 LACOSTE DRIVE JONESBORO ARKANSAS 72404

**Attorney of Record** JAMES E. SHLESINGER

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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# In Saban We Trust

## Word Mark

IN SABAN WE TRUST

## Goods and Services

(ABANDONED) IC 025. US 022 039. G & S: A-shirts; Apparel for dancers, namely, tee shirts, sweatshirts, pants, leggings, shorts and jackets; Athletic apparel, namely, shirts, pants, jackets, footwear, hats and caps, athletic uniforms; Button down shirts; Camouflage shirts; Camp shirts; Children's and infant's apparel, namely, jumpers, overall sleepwear, pajamas, rompers and one-piece garments; Children's and infants' cloth bibs; Clothing for athletic use, namely, padded shirts; Clothing shields, namely, pads applied to the underarms of shirts, blouses and sweaters; Collared shirts; Dress shirts; Fishing shirts; Footwear not for sports; Golf pants, shirts and skirts; Golf shirts; Head wear; Hooded sweat shirts; Hunting shirts; Infant wear; Knit shirts; Long-sleeved shirts; Moisture-wicking sports bras; Moisture-wicking sports pants; Moisture-wicking sports shirts; Night shirts; Open-necked shirts; Over shirts; Polo shirts; Rugby shirts; Shirts; Shirts and short-sleeved shirts; Ski wear; Sport coats; Sport shirts; Sport stockings; Sports bra; Sports caps and hats; Sports jackets; Sports jerseys; Sports pants; Sports shirts; Sports shirts with short sleeves; Sports vests; Surf wear; Swim caps; Swim suits; Swim trunks; Swim wear; Swim wear for gentlemen and ladies; Swimming costumes; Swimming trunks; Swimwear; Tennis wear; Turtle neck shirts; Wearable garments and clothing, namely, shirts; Wind coats; Wind resistant jackets; Wind shirts; Wind vests; Wind-jackets; Windshirts

## Standard Characters Claimed

## Mark Drawing Code

(4) STANDARD CHARACTER MARK

## Serial Number

85123203



**Filing Date** September 3, 2010

**Current Basis** 1B

**Original  
Filing Basis** 1B

**Published for  
Opposition** February 1, 2011

**Owner** (APPLICANT) Know Play Apparel, Inc. CORPORATION VIRGINIA 219 Jethro Lane Yorktown VIRGINIA 23692

**Attorney of  
Record** B. Clay Chick

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead  
Indicator** DEAD

**Abandonment  
Date** October 31, 2011

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# DABO

Word Mark	DABO
Goods and Services	IC 025. US 022 039. G & S: Clothing, namely, shirts. FIRST USE: 20090901. FIRST USE IN COMMERCE: 20090901
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code	LETTER-3-OR-MORE <b>DABO</b> Combination of three or more letters as part of the mark
Serial Number	77705273
Filing Date	April 2, 2009
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	March 2, 2010
Registration Number	3838777

**Registration  
Date**

August 24, 2010

**Owner**(REGISTRANT) **Swinney**, William C. INDIVIDUAL UNITED STATES P.O. Box 1585 Clemson  
SOUTH CAROLINA 29633(LAST LISTED OWNER) KATBO, LLC LIMITED LIABILITY COMPANY SOUTH CAROLINA 104  
SYCAMORE DRIVE CLEMSON SOUTH CAROLINA 296320001**Assignment  
Recorded**

ASSIGNMENT RECORDED

**Attorney of  
Record**

Carrie A. Johnson

**Type of Mark**

TRADEMARK

**Register**

PRINCIPAL

**Other Data**The name shown in the mark identifies William C. **Swinney** whose consent is made of record.**Live/Dead  
Indicator**

LIVE

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# **Addendum D**

**Assignment Agreement by and between The Ohio State University  
and Urban Meyer**

### ASSIGNMENT

I, Urban F. Meyer ("Meyer"), a resident of the State of Ohio and an employee of The Ohio State University ("Ohio State") hereby assign to Ohio State the limited (in accordance with the terms of this agreement) right to use my name, voice, facsimile signature, photograph, image, likeness, distinctive appearance, and all other publicity rights (collectively "Persona") and derivatives thereof, and any other indicia identified with me, pursuant to the terms of §2741.01 et seq. of the Ohio Revised Code and the common law right of publicity, subject to the terms hereof. I also hereby consent to Ohio State registering, in the name of Ohio State, my name and likeness as a trademark ("Trademark") in the U.S. Patent & Trademark Office. I hereby assign to Ohio State the right to use my Persona and the Trademark on or in connection with the license, manufacture, sale, distribution, advertising, and promotion of products, merchandise, goods and all other mutually agreed upon commercial purposes, including but not limited to clothing, novelty items, hats, t-shirts, ties, mugs, cups, bumper stickers, pennants, flags and dolls (collectively the "Goods"). Notwithstanding anything herein to the contrary, Ohio State hereby agrees that Meyer may use, with the prior approval of Ohio State, which shall not be unreasonably withheld or delayed, the Persona and/or Trademark for (a) any charitable endeavors and (b) any opportunities presented to Meyer that do not conflict with Ohio State's business interests (e.g. a major sponsor). Furthermore, all proposed uses of my Persona and/or the Trademark are to be approved by me in advance and in writing. I hereby also assign to Ohio State all goodwill associated with the Trademark and all claims I may have for damages for past infringement of the Trademark that occurred as of the date of my employment by Ohio State. I

hereby further assign to Ohio State the right to protect and enforce the rights in my Persona and Trademark through all legal means, and Ohio State, upon mutual agreement agrees to protect and enforce all rights in my Persona and Trademark either independently or at my direction, all of which will be done at Ohio State's sole cost and expense. I will reasonably cooperate with Ohio State in its efforts to protect my Persona and Trademark. Ohio State will advise Meyer and his agent, Trace Armstrong, c/o Creative Artists Agency, L.L.C, 162 Fifth Avenue, 6<sup>th</sup> Floor, New York, NY 10010 (or such other agent as directed by Meyer), of any infringements of Meyer's Persona and Trademark (and proposed responses thereto), and Meyer will cooperate with Ohio State in taking action Ohio State believes is necessary to stop such infringing activities, at Ohio State's sole expense.

In exchange for this Assignment and other good and valuable consideration, the receipt and sufficiency of which Meyer acknowledges, Ohio State agrees that it will promptly, upon request from Meyer and at Ohio State's sole expense, assign all rights in the Persona and Trademark back to Meyer upon termination or expiration of Meyer's employment with Ohio State (the "Termination"). In addition, both Ohio State and Meyer agree that, if Meyer is no longer employed with Ohio State, Ohio State and its licensees and distributors have no further right to manufacture, sell, promote or distribute the Goods. Notwithstanding the above, for a post-Termination period not to exceed 180 consecutive days, Ohio State and its licensees and distributors have the right to distribute, promote and dispose of Goods which are on hand or which have been manufactured as of the date of Termination. Furthermore, Meyer grants to Ohio State the limited, revocable, right to monitor the marketplace on Meyer's behalf with respect to infringements on his Persona and, with Meyer's prior reasonable approval, to direct all

infringers to cease and desist any such infringing activity.

AGREED TO BY:

URBAN F. MEYER	THE OHIO STATE UNIVERSITY
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Printed Name: Urban F. Meyer	Printed Name: Geoffrey S. Chatas
Title: Head Football Coach	Title: Sr. VP for Business and Finance, CFO
Date: <u>5/31/12</u>	Date:

STATE OF OHIO           )  
                                  ) ss:  
COUNTY OF FRANKLIN )

On this 31<sup>st</sup> day of May, 2012, before me appeared Urban F. Meyer, the person who signed this assignment and who acknowledged that he signed it as a free act on his own behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public           Julie D. Vannatta  
Attorney At Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
R.C. 147.03

STATE OF OHIO           )  
                                  ) ss:  
COUNTY OF FRANKLIN )

On this 31<sup>st</sup> day of May, 2012 before me, a Notary Public in and for said county and state, personally appeared Geoff Chatas, who executed and acknowledged that he/she is authorized to execute this assignment on behalf of The Ohio State University.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]  
Notary Public



# **Addendum E**

**License Agreement by and between Kansas State University and Bill Snyder**



## LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into and made effective as of September 1, 2009 by and between K-State Athletics, Incorporated ("KSA"), Kansas State University (the "University"), SSM, Inc., a Kansas corporation ("SSM"), and Bill Snyder ("Coach" or "Snyder").

WHEREAS, pursuant to that certain Kansas State University Football Head Coach Employment Agreement between KSA, the University and Coach, dated contemporaneously herewith (the "Employment Agreement"), Coach has agreed to serve Head Coach of the Team (as defined therein), with such duties and responsibilities in his capacity as Head Coach as specified therein;

WHEREAS, SSM desires to grant a license to KSA and the University to use certain intellectual property and KSA and the University desire to obtain and comply with the terms of such license.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions of this Agreement, SSM hereby grants to KSA and the University, and KSA and the University hereby accept, a perpetual and, except as provided in Section 5 of this Agreement, non-transferable license of the names, nicknames, likeness, image, signatures, pictures, quotes, phrases, interviews, and coaching records, philosophies and methods of or attributable to Bill Snyder, the term Bill Snyder family, and all derivations thereof, for any current and future uses for promoting and developing the University, KSA, or the University's football program (the "License"). Except as provided in Section 5 of this Agreement, KSA and the University shall have no right to sublicense, transfer, or assign to any other party all or any part of the License without the prior written consent of SSM, which consent may not be unreasonably withheld. Notwithstanding anything contained in this paragraph 1 or elsewhere in this Agreement to the contrary, the license and the rights thereunder which are licensed to KSA and the University under this Agreement by SSM may be exploited and used by K-State Sports Properties, LLC ("LLC") without any additional consideration paid by LLC or KSA and University to the extent necessary for KSA and University to remain in compliance with the multi-media athletic promotion rights granted to LLC by KSA and University under a Multi-Media Athletic Promotion Agreement between LLC and KSA and University. LLC's rights under this Agreement terminate when LLC's multi-media athletic promotion rights with KSA and the University end.

Without limiting in any way the generality of the foregoing provisions of this Section, it is specifically agreed and understood that the License provided by this Agreement includes a license of all likenesses, images, pictures, quotes, phrases, interviews, and records of or relating to Snyder written, produced, obtained, made, given, taken, or created at any time while Snyder is serving as head football coach for the University and that the right of KSA and the University to use such intellectual property will be perpetual and will not end at such time as Snyder is no longer serving as head football coach for the University.

It is further acknowledged and agreed that the naming of the University's football stadium as the "Bill Snyder Family Stadium" or the "Bill Snyder Family Football Stadium" and the right to use such names is a right independent of this License that was previously acquired by the University from Snyder and for which no further consideration is required or to be provided.

If any current or future use of the subject matter of this License by KSA, the University, or any permitted sublicensee or assignee of the University or KSA is deemed by Coach or SSM to be in poor taste or to reflect negatively upon Coach, his family, or the football program, SSM may provide written notice of that concern to the University's Athletic Director. Upon receipt of such notice, the Athletic Director will review the concern, and if the Athletic Director determines that the concern is reasonable and cannot be addressed in any other manner, the Athletic Director will work with KSA, the University, or the sublicensee or assignee (as applicable) to modify or discontinue the use of the licensed rights at a time and in a manner deemed appropriate by the Athletic Director to address the concern.

2. License Fee.

(a) As a royalty for the License, so long as Snyder is then serving as the University's head football coach, KSA or the University shall pay to SSM Three Hundred Eight Thousand Three Hundred Thirty Three Dollars (\$308,333.00) for the 2009-2010 Contract Year (defined below), Seven Hundred Fifty Thousand Dollars (\$750,000.00) for the 2010-2011 Contract Year, Seven Hundred Seventy Thousand Dollars (\$770,000.00) for the 2011-2012 Contract Year, Seven Hundred Eighty Thousand Dollars (\$780,000.00) for the 2012-2013 Contract Year, Seven Hundred Ninety Thousand Dollars (\$790,000.00) for the 2013-2014 Contract Year (the "License Fee"), after which the parties agree to renegotiate in good faith the License Fee for any subsequent Contract Year during which Snyder is serving as the University's head football coach. The License Fee for any Contract Year during which Snyder is serving as the University's head football coach for only a portion of the year will be prorated on a monthly basis. The License Fee for each Contract Year (or portion thereof) while Snyder is serving as the University's head football coach will be paid in equal monthly installments throughout such Contract Year (or portion thereof). For any period during which Snyder is not serving as the University's head football coach, the University will pay SSM a License Fee of \$1 per year. Further, for any period during which Snyder is not serving as the University's head football coach, Snyder or SSM may license his right of publicity to, or otherwise enter into endorsement arrangements with, third parties, so long as any such license or arrangement does not infringe upon or in any way limit the exercise or use of the rights granted to KSA and the University under this Agreement. To avoid conflicts of interest, all such third party agreements must be approved by the Athletic Director (with approval not to be unreasonably withheld) as long as Snyder is an employee of KSA or the University.

(b) As used in this Agreement, the term "Contract Year" means the twelve month period commencing each February 1<sup>st</sup> and ending the following January 31<sup>st</sup>, except that the first Contract Year will be a short year commencing September 1, 2009 and ending January 31, 2010. Each such Contract Year is designated by the calendar

years in which it begins and ends (so that the Contract Year from February 1, 2010, through January 31, 2011, is referred to as the "2010-2011 Contract Year").

3. Term. The term of this Agreement ("the Term") shall commence on September 1, 2009 and will be perpetual, unless and until terminated by mutual agreement of the parties. But if any party to this Agreement materially breaches an obligation or duty owed to another party under this Agreement, then the non-breaching party will have the right to terminate this Agreement upon written notice given to the breaching party describing the alleged breach and the intent to terminate, unless, within 30 business days after receiving notice of the breach, the breaching party cures or substantially cures the breach described in the notice.

4. Ownership. Subject to the terms and conditions of this Agreement, all right, title, and interest in and to the subject matter of the License shall remain the exclusive property of SSM, unless otherwise agreed to by the parties hereto. SSM hereby represents and warrants that (i) it holds all right, title, and interest in and to the intellectual property licensed under this Agreement, (ii) it has full power and authority to license the rights granted to the University and KSA under this Agreement, and (iii) such rights may be held and exercised by the University and KSA free from claims of infringement by any third party. SSM agrees to provide the University and KSA, upon request, proof of its ownership of the intellectual property licensed under this Agreement, which proof will be provided in such form and manner as may be deemed necessary in the opinion of legal counsel for the University and/or KSA.

5. Assignment. The parties agree that SSM may assign all of its right, title and interest under this Agreement at any time without any express consent being required by KSA or the University. In the event of assignment, SSM will provide notice to KSA and the University that the Agreement has been assigned. The parties further agree that KSA and the University may assign all or any portion of the rights licensed to them under this Agreement to an organization controlled by or affiliated with the University without the consent of SSM and without KSA, the University, or such organization paying any fee or royalty beyond the amounts payable under this Agreement.

6. Indemnification.

(a) KSA agrees to defend, hold harmless and indemnify SSM, its agents and employees, from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (collectively "Costs") arising out of or in any way connected with the use by KSA, LLC, or any of its permitted sublicensees or assigns of the subject matter of the License in a manner inconsistent with the purpose of this Agreement.

(b) SSM and Snyder agree to defend, hold harmless and indemnify KSA, the University, their affiliates, and all officers, directors, trustees, employees, or agents of the foregoing from and against any and all liabilities, claims, demands, expenses, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature (collectively "Costs") arising out of or in any way connected with any controversy involving in any way the License Fees paid pursuant to this Agreement or to the extent arising out of the actual or alleged infringement upon or misappropriation of any third

party's intellectual property right by reason of the License provided by this Agreement or the use or exercise of the rights licensed under this Agreement by any of the indemnified parties.

7. Termination. This Agreement will be perpetual and will be terminated only by mutual agreement of the parties or as provided in Section 3 of this Agreement.

8. Miscellaneous.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, and any lawsuit brought regarding the terms of this Agreement may only be brought in the District Court of Riley County, Kansas.

(b) If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal in any respect under applicable law, such unenforceability, invalidity or illegality will not affect any other provision of this Agreement and this Agreement will be construed as if such unenforceable, invalid or illegal provision had never been contained in this Agreement.

(c) This Agreement is for the sole benefit of the parties hereto and may not be enforced by any third party.

(d) The section and paragraph headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement. The recitals at the beginning of this Agreement are, and shall be construed as, substantive provisions of this Agreement.

(e) This Agreement revokes and supersedes all prior agreements with respect to the License, constitutes the entire agreement between the parties hereto, and may be modified only in a writing signed by the parties hereto or their duly authorized representatives.

(f) This Agreement is binding on the parties hereto and their heirs, assigns, and successors in interest, which successors will include, but will not be limited to, successors by merger, acquisition, conversion, liquidation, assignment, sale, or other similar transfer, whether voluntary or involuntary.

[The remainder of this page is intentionally left blank.]

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

**SSM, INC.:**

By: Bill Snyder, [Title]

**BILL SNYDER:**

Bill Snyder

**K-STATE ATHLETICS, INCORPORATED:**

By: John Currie, Chairman and CEO, by  
Authorization of the Board of Directors

9/11/09

**KANSAS STATE UNIVERSITY:**

By: Kirk Schulz, President

## **FIRST AMENDMENT TO THE LICENSE AGREEMENT**

This Amendment, made and effective this February 1, 2013, is regarding the September 1, 2009 License Agreement ("the License Agreement") between Coach Bill Snyder, K-State Athletics, Incorporated ("KSA"), SSM, Inc. ("SSM") and the University.

The parties agree that all terms shall remain the same except for those additions, deletions and modifications, enumerated below.

1. In Section 2(a), the amount "Seven Hundred Ninety Thousand Dollars (\$790,000.00) for the 2013-2014 Contract Year" shall be stricken and replaced with "One Million One Hundred Thousand Dollars (\$1,100,000.00) for the 2013-2014 Contract Year".

2. Pursuant to Section 2(a), SSM shall be paid One Million One Hundred Forty Thousand Dollars (\$1,140,000.00) for the 2014-2015 Contract Year, One Hundred Eighty Thousand Dollars (\$1,180,000.00) for the 2015-2016 Contract Year, One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00) for the 2016-2017 Contract Year, and One Million Two Hundred Sixty Thousand Dollars (\$1,260,000.00) for the 2017-2018 Contract Year.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

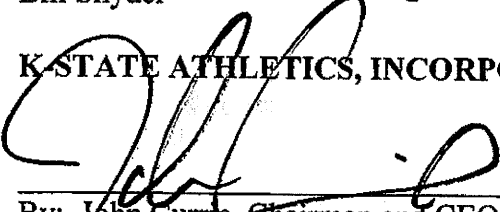
**SSM, INC.:**

  
By: Bill Snyder

**BILL SNYDER:**

  
Bill Snyder

**K-STATE ATHLETICS, INCORPORATED:**

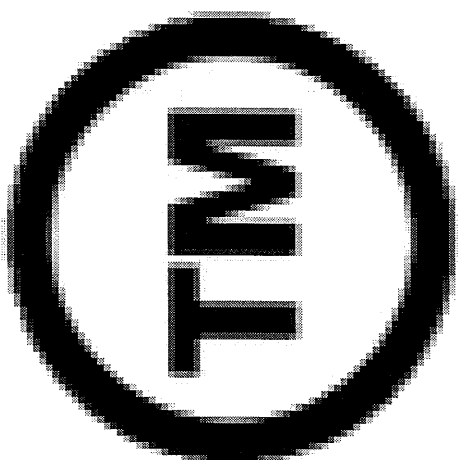
  
By: John Currie, Chairman and CEO, by  
Authorization of the Board of Directors

**KANSAS STATE UNIVERSITY:**

\_\_\_\_\_  
By: Kirk Schulz, President

# **Addendum F**

## **Examples of usage of trademarked images**



**B**

**A**

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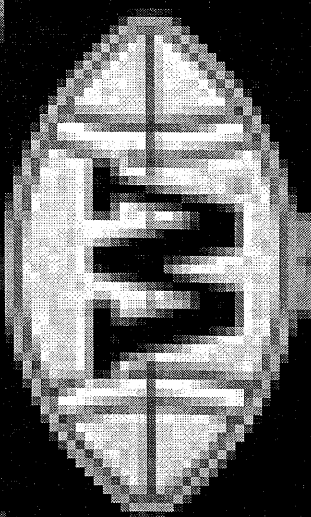
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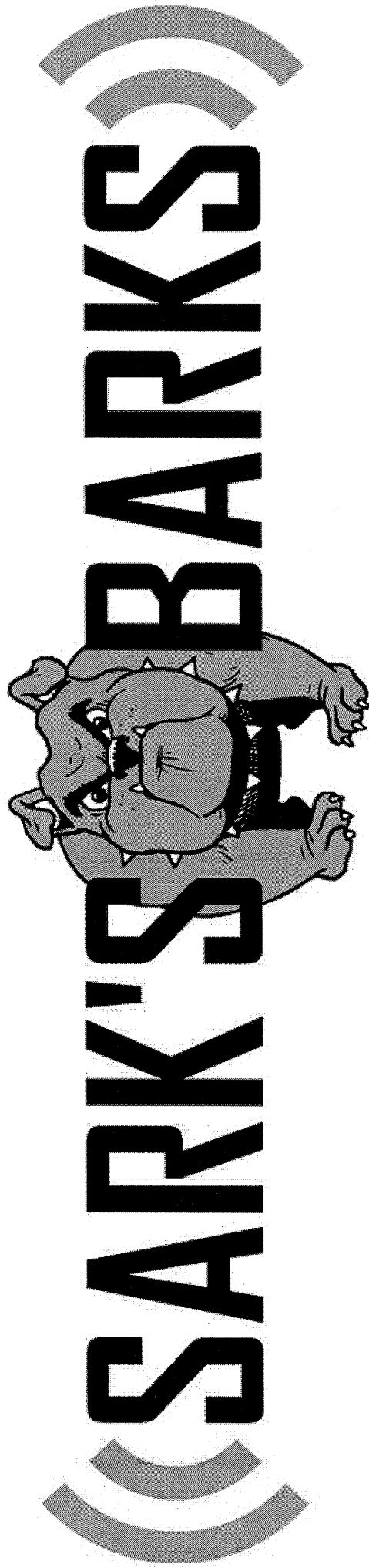


**STRONGHORNS**



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Front



Back