



## **B.A.S.S. Nation Club Letter of Authorization**

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Name of your State Organization/Licensee (list state B.A.S.S. Nation here)

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To use such trademarks and service marks during its affiliation with Licensor provided that:

1. All use of the Licensed Trademarks shall be subject to the control of the Licensor according to standards and regulations established and/or as modified from time to time at Licensor's sole discretion.
2. The term of this Letter of Authorization shall be effective commencing Jan. 1, 2015, and concluding Dec. 31, 2015 ("the term"). At the end of the term, the Licensed Trademarks may no longer be used unless a Letter of Authorization is executed by both parties and any monies payable to B.A.S.S. by Licensee are satisfied. Upon termination of permission the Licensee will immediately discontinue all use of the Licensed Marks, including use of such marks as part of a trade name or organization name, and shall not thereafter use any trademark or service mark identical to, or confusingly similar to, the trademarks and service marks of B.A.S.S. All indicia bearing such Licensed Trademarks shall be promptly (i.e., within sixty (60) days) destroyed or returned to B.A.S.S. (at the sole option of B.A.S.S.).
3. Licensor is and shall remain the sole owner of the Licensed Trademarks, as well as all the trademarks and logos derived from the Licensed Trademarks, during the Term of this Agreement or thereafter. Any and all goodwill arising or derived from the usage of the Licensed Trademarks by Licensee shall inure to the benefit of Licensor. Licensee agree that neither during nor after termination of this Agreement shall it or its successors or assigns assert any claim to such goodwill, such goodwill being the sole property of Licensor. Nothing herein will give Licensee or any third party any right, title or interest in or to any of the Licensed Trademarks other than the License herein.
4. Licensor agrees that it will not do or cause to be done any act of thing contesting or in any way impairing or tending to impair the Licensee's right, title or interest in or to any of the Licensed Trademarks or the goodwill inherent therein. Licensee shall not register in its own name or in the name of any third party, or otherwise claim ownership of, the licensed trademarks, or any marks derived therefrom in any other country or territory in the world.

5. If Licensee should learn of any infringement or passing off or threatened infringement or passing off to the Licensed Trademarks or any similar marks, or if any third party alleges to claim that the Licensee's use of all the Licensed Trademarks are causing, or are likely to cause deception or confusion to the public, Licensee shall promptly notify Licensor. Licensor shall have the right to control such proceeding or defense, in its sole discretion, and Licensee shall fully cooperate with Licensor in such efforts. Nothing herein, however, shall be deemed to require Licensor to enforce the Licensed Trademarks against others.

6. Licensor shall have the right to approve all signs, patches, promotional literature, or other materials displaying its trademarks or service marks and upon its request, samples of such materials shall be promptly provided to Licensor for its inspection and approval. If approval is withheld, denied or withdrawn by Licensor no further use shall be made of such signs, patches, promotional literature or other materials.

7. Licensor may terminate this permission to license to use the trademarks and service marks at any time if, in its sole and absolute discretion, the trademarks and service marks are not being used in accordance with the standards and regulations established by B.A.S.S.

8. Licensee shall not have the right to assign its rights hereunder and any purported assignment shall be null and void.

9. All remedies hereunder, including, without limitation, the termination of this agreement, and all other remedies provided at law or in equity will be deemed cumulative and not exclusive.

10. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any provision of the Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of the Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.

11. All rights that are not explicitly granted to Licensee herein are expressly reserved by Licensor.

12. Nothing in this Agreement shall be construed to prevent Licensor from granting any other licenses for utilizing the Licensed Trademarks in any manner whatsoever.

13. This Agreement will be construed under the laws of the State of Alabama. Licensee consents to exclusive jurisdiction and venue in Jefferson County, Alabama, for any dispute between the parties related to the agreement.

Sincerely,

Jon Stewart  
Director, B.A.S.S. Nation

Accepted and agreed:

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Name of your Club Organization/Licensee

By:

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Club President / Date