

September 14,2018

Attn.:
Flaming b user's

WITHOUT PREJUDICE

Dear ,

Re: Use of the Flaming b Logo

We represent the Lloydminster Minor Hockey Association (LMHA) in relation to the protection of its intellectual property. The LMHA is an organization that encourages, promotes, and teaches amateur youth hockey through the operation of a minor hockey league. The LMHA is also the owner of all common law and statutory rights in the Flaming b logo, an image of which is shown below. For further information about our client, please refer to its website at <http://www.lloydminsterminorhockey.com/>.



It has come to the LMHA's attention that your organization has been using without license the Flaming b logo in association with the retail and team sales of Hockey related products as well as the sale of retail and team apparel, including hats, jackets, pants, and other associated clothing]. We would like to kindly remind you that the LMHA is the owner of the Flaming b logo and all associated trademark rights in same.

Notwithstanding the foregoing, the LMHA is open to a business solution that would enhance the businesses of both parties. The Flaming b logo is of economic value to both parties and can be used for the collective benefit of both. Specifically, our client is willing to permit your organization to continue using the Flaming b logo on condition that your organization first accept and execute the attached trademark license agreement. The trademark license agreement includes the standard terms that our client uses to permit the use of the Flaming b logo by third parties.

We look forward to receiving an original signed copy of the trademark license agreement, or in the alternative a written confirmation that your organization will immediately cease all further use of the Flaming b logo. We require your response by October 9, 2018.

Yours very truly,
Darrell Wagner
General Manager
Lloyd Minor Hockey

TRADE-MARK LICENSE AGREEMENT

Parties: The Lloydminster Minor Hockey Association ("Licensor") and _____
("Licensee")

For good and valuable consideration as detailed in this document, the Parties agree as follows:

LICENSE

1. This license relates to statutory and common law rights in the trade-mark listed below, as well as all variations regardless of colors used (collectively the "Trade-mark"):

Trade-mark: Flaming b logo



Canadian trade-mark application no: 1,879,661
Filed: January 25, 2018

2. The Licensor grants the Licensee a non-exclusive license to use the Trade-mark for retail sales at the store location(s) listed below:

a. _____

b. _____

c. _____

in association with hats, hockey jerseys, jackets, scarves, sweatshirts, t-shirts, pants, toques, and track suits (collectively the "Wares").

3. This license is effective _____ (the "Effective Date").
4. The license shall expire one (1) year after the Effective Date.
5. For certainty, the grant of license in this Agreement excludes the right to sub-license, assign, or transfer any granted right to a third party.

FEES

6. The Licensee shall pay the Licensor Fees of _____ see appendix A _____ % of the aggregate of all sales revenue by the Licensee of the Wares, net of returns [NTD: could consider

different royalty rates and fees per type of Ware, or could set a flat fee to ensure that fees are received for product that is given away]

7. All Fees are in Canadian Dollars (CAD) and should be paid to Licensor as such.
8. The Licensee shall provide to the Licensor a report within fifteen (15) business days after the end of each quarter after the Effective Date showing a statement for that quarter and detailing any Fees due to the Licensor for such quarter and the manner of calculation of the Fees.
9. The Licensor, or its agents, may, upon reasonable written notice, audit the records of the Licensee relating to the payment of Fees due under this Agreement. The Licensee shall do all things required to facilitate such an audit.
10. The Licensee shall keep sufficient records to determine the Fees due under this license and shall preserve all such records for at least five (5) years.
11. If any audit of the records of the Licensee reveals that payment of Fees actually made was more than 5% less than the Fees due and payable, the Licensee shall pay the expense of the audit.

CONTROL

12. The Licensor retains direct or indirect control of the character or quality of the Wares.
13. The Licensee agrees to use the Trade-marks only in association with Wares which are of a nature, character and quality satisfactory to the Licensor of the Trade-marks, and with no other Wares.
14. The Licensee agrees to permit duly authorized representatives of the Licensor at all reasonable times to inspect any of the Wares supplied by or under the control of the Licensee and to obtain without charge samples of such Wares and samples of documents relating to such Wares, to ensure to the satisfaction of the Licensor that the nature, character and quality of the Wares and the manner of use of the Trade-marks is satisfactory to the Licensor.
15. The Licensor or its representatives may give directions to the Licensee at any time relating to the nature, character and quality of the Wares supplied by or under the control of the Licensee, or relating to the form of any advertising, display and other material of any kind whatsoever in which the Trade-marks are used, or relating in any other way to the use or display of the Trade-marks and all such directions shall promptly and at all times be followed by the Licensee.

MISCELLANEOUS

16. Without limiting the generality of the above, the Licensee agrees that it will in its use of the Trade-marks employ such notices in respect of the ownership the Trade-marks and in respect of any copyright of the Licensor as are specified from time to time by the Licensor or its representatives and in such manner as may be required. At the time of signing this License and until modified by the Licensor, the Licensee agrees to post the following notice on all Wares made, sold, or distributed by it:
The Flaming B trade-mark is owned by the Lloydminster Minor Hockey Association and is used under license.
17. The Licensee acknowledges that the Trade-marks are and shall at all times be solely the property of the Licensor and agrees that it will not directly or indirectly do or cause to be done any act which may in any way jeopardize or adversely affect the validity or distinctiveness of the Trade-

marks or the title of the Licensor thereto, and the Licensee agrees that it will without charge to the Licensor, upon request by the Licensor or its representatives, do all things and execute all documents that may at any time be necessary or desirable to ensure the validity and distinctiveness of the Trade-marks and to ensure the title of the Licensor thereto.

18. Licensor shall, upon the request of and at the expense of Licensee, execute all documents and do all things that in the opinion of Licensee are desirable to give effect to this license, including the execution of such documents as are required to transfer the above noted applications and registrations to Licensee in their respective Trade-marks Offices.
19. Licensor shall not take part in any proceeding, whether relating to events before, during, or after the term of this license, concerning the trade-marks in a manner that would be contrary to the interest of Licensee, nor will Licensor adopt or use any mark or name confusingly similar to, or that would dilute the distinctiveness of, the Trade-marks.

TERMINATION

20. The Licensee agrees that on termination or expiry of this agreement it will promptly cease all use of the Trade-marks and will not thereafter use or advertise the Trade-marks or any word, design, trade-mark or trade name, which is, or any part of which is, identical to, similar to, or confusing with the Trade-marks, whether as a part of its corporate name or otherwise.
21. Licensor may terminate the license of the Trade-marks:
 - a) at any time with reasonable notice;
 - b) if Licensee breaches any of the provisions of this license, unless Licensee remedies the breach to the satisfaction of Licensor within one (1) month of Licensee receiving written notice of the breach;
 - c) upon the Licensee stopping use of the mark, if Licensee makes a general or deemed assignment for the benefit of creditors under the Bankruptcy Act (Canada or similar legislation elsewhere), if a petition is filed against Licensee under the Bankruptcy Act, if Licensee is declared or adjudged to be bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver and manager or any other officer with similar powers is appointed for the Licensee, if Licensee commits an act of bankruptcy or admits it is insolvent, or if Licensee seeks protection from its creditors in any jurisdiction.

[Signature Page follows]

Licensor name: The Lloydminster Minor Hockey Association

Address of licensor: #4, 5202 12 Street, Lloydminster, Alberta, T9V 0W1, Canada

Signature of authorized representative of licensor: _____

Title of authorized representative of licensor: _____

Date and place of signing by licensor: _____

Witness name: _____

Signature of witness: _____

Licensee name: _____

Address of licensee: _____

Signature of authorized representative of licensee: _____

Title of authorized representative of licensee: _____

Date and place of signing by licensee: _____

Witness name: _____

Signature of witness: _____

Appendix "A"

- The yearly license fee shall be set at \$500.00 Canadian payable to LMHA prior to being granted a license.
- For those companies engaging in retail sales of Wares with the flaming b we will be charging 5% of gross sales as well as the flat fee of \$500.00.
- For those companies dealing in team sales only we are proposing a rebate of the license fee based on the following dollar value of gross sales.
 - Less than 5,000.00 in sales 50% rebate of license fee
 - 5,000.00 – 10,000.00 in sales 30% rebate of license fee
 - 10,000.00 – 15,000.00 in sales 20% rebate of license fee
 - Over 15,000.00 in sales 0% rebate of license fee