NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT

Fly Fishers International, Inc. (LICENSOR) FKA The Federation of Fly Fishers, Inc. AKA International Federation of Fly Fishers owns the following trademarks (collectively known as the “Marks”):

FLY FISHERS INTERNATIONAL
U.S. Service Mark Supplemental Registration No. 5,515,720
Issued July 18, 2018

FFI
U.S. Service Mark Registration No. 5,356,629
Issued December 12, 2017

U.S. Service Mark Registration No. 5,371,684
Issued January 2, 2018

IFFF, Registration No. 4,530,694, IFFF & Reel Design, Registration No. 4,526,967, IFFF, Reel and Name Design, Registration No. 4,526,968 and FFF & Fish Design, Registration No. 1,807,389 (collectively the “Prior Marks”), all for association services, namely, promoting the interests of those concerned with fly fishing, fly tying, fly fishing conservation activities and fly fishing educational programs; and

(LICENSEE) desires to use The Marks:

[Insert name of organization]

In consideration of the mutual promises stated below, it is agreed that:

1. **Grant.** LICENSOR hereby grants to LICENSEE a non-exclusive right to use the Marks on or in connection with advertising and promoting the goals of the LICENSOR.

2. **Term.** The term of this license is one (1) year and will be automatically renewed on a yearly basis unless otherwise terminated by either party by written notice sent by registered mail to the address of the other party recorded below (in such a case this license shall terminate three (3) months after the date that the written notice is sent), or terminated for cause, in writing by LICENSOR. If this license is terminated, LICENSEE shall not use the Marks or Prior Marks after termination.

3. **Territory of License.** LICENSEE shall use the above identified Marks only within
[REQUIRED---Describe Intended Use of Logo]

4. **Royalty.** This license shall be royalty free.

5. **Quality Control.** LICENSEE shall only use the Marks in connection with products and services meeting the standards, specifications and qualities established by LICENSOR. LICENSOR shall have the right, at all reasonable times, to inspect the LICENSEE's goods/services employing the Marks to determine that they are of the proper quality. If the goods/services offered under the Marks are found by LICENSOR (at its sole discretion) to be deficient, LICENSOR shall inform the LICENSEE in writing. LICENSEE shall then have 45 days to bring the quality of the goods/services offered in connection with the Marks into compliance with the standards, specifications and qualities established by LICENSOR. If LICENSEE fails to bring the quality of the goods/services offered in connection with the Marks into compliance with the standards, specifications and qualities established by LICENSOR within 45 days, it shall then promptly cease use of the Marks.

6. **LICENSOR's Title.** LICENSEE acknowledges the validity of LICENSOR's title to the Marks and Prior Marks and agrees to not contest said title or the validity of the Marks or Prior Marks in any manner whatsoever.

7. **Goodwill.** LICENSEE acknowledges the value of LICENSOR's title in the marks, and any and all goodwill generated by LICENSEE in the Marks inures to the sole benefit of LICENSOR.

8. **Stopping Use of Prior Marks.** LICENSEE shall promptly cease use of the Prior Marks and refrain from thereafter using the Prior Marks.

9. **Marks Used by LICENSEE.** LICENSEE shall not use the Marks in any different form than they have been applied for in U.S. Application No. 87/387,468, U.S. Application No. 87/387,481, and U.S. Application No. 87/387,478 (or the eventual registrations maturing from those applications). Despite the foregoing, LICENSEE may indicate its identity in connection with the Marks, with approval from FFI for any use of the Marks that differs from the application/registration of the mark. This means that LICENSEE shall not use the name of LICENSEE in combination with the Marks barring prior approval by FFI.

10. **Infringement.** LICENSEE agrees to provide any and all assistance necessary to prevent and terminate any infringement of the Marks by a third party not entitled to use of the Marks or the Prior Marks. Provided, however, that the cost of any legal action to prevent or terminate
infringement is the sole responsibility of LICENSOR.

11. **Indemnification.** The LICENSEE agrees to and does hold LICENSOR harmless from any and all liability arising out of LICENSEE’s use of the Marks (and/or Prior Marks) of every kind whatsoever.

12. **Waiver of Breach.** Non-enforcement, by LICENSOR, of any breach of this Agreement by LICENSEE does not constitute a waiver of any provision of this Agreement or of any further breach of the Agreement of any kind whatsoever.

13. **Prevailing Law.** This Agreement shall be construed under the laws of the State of Michigan.

Executed on the day and year indicated below.

Dated:__________________________  LICENSOR
Fly Fishers International, Inc.

By:______________________________
President & CEO
5237 US Hwy 89 S., #11
Livingston, MT 59047

Dated:__________________________  LICENSEE

By:______________________________

Name:____________________________

Title:____________________________

Address:__________________________

Please sign, date & mail to:
Fly Fishers International, Inc.
5237 US Hwy 89 S., #11
Livingston, MT 59047
406-222-9369 (ofc) 406-222-5823 (fax)