

THE GEORGE FOUNDATION INTELLECTUAL PROPERTY POLICY

The George Foundation reserves the right to update and change this policy from time to time consistent with its goals. This policy was last revised April 25 2006.

ARTICLE 1

PURPOSE

1.1 The George Foundation ("the Foundation") is a non-profit foundation organized and existing as a Texas charitable trust under the laws of the State of Texas, having its place of business at PMB 310 Morton Street, Suite C, Richmond, Texas 77469. The Foundation is the owner of and is responsible for the George Ranch Historical Park ("the Ranch"), and all present and future associated trademarks, service marks, copyrighted materials, websites, logos, insignias, designs, images, photographs, or other symbols or devices associated with, referring to, or of the Ranch, collectively referred to as "Foundation Intellectual Property."

1.2 The purpose of this Policy is to ensure and protect the proper use of Foundation Intellectual Property, to promote the reputation and goodwill of the Foundation and the Ranch, and to promote the licensing of Foundation Intellectual Property for the benefit of the Foundation and consistent with its goals.

1.3 This policy sets forth the requirements for the use of Foundation Intellectual Property. Use of Foundation Intellectual Property is only permitted pursuant to a written license agreement with the Foundation, and all license agreements must be approved by the Foundation License Committee in accordance with this policy.

ARTICLE 2

APPLICABILITY

2.1 This Policy applies to all instances of use of Foundation Intellectual Property.

ARTICLE 3

TRADEMARK AND SERVICE MARK POLICY

3.1 **Foundation Marks:**

3.1.1 Addendum A includes a list of Foundation trademarks and service marks owned by the Foundation, and may be updated from time to time to include new trademarks or service marks. Additional registrations may be made with the Texas Secretary of State and in numerous jurisdictions, including overseas. These marks, as well as, other names, logos, seals, images as source identifiers, or other symbols that represent or are associated with the Foundation or the Ranch are collectively known as "Foundation Marks."

- 3.1.2 Registered marks, e.g., GEORGE RANCH®, should be shown with the symbol, ®, designating their status as federal-registered marks. Non-registered marks, including trademark or service mark applications, should be shown with the designation "TM."
- 3.1.3 All Foundation Marks, whether or not registered, are the sole property of the Foundation and may only be used by organizations, entities, or persons with the express written permission of the Foundation. Use of Foundation Marks by third parties is prohibited unless a written license agreement from the Foundation is granted in accordance with this policy. The Foundation may, in its sole discretion, authorize use of Foundation Marks by other organizations, entities, or persons.

3.2 **Appropriate Use:** Foundation Marks covered by this policy may only be used in connection with Foundation-sponsored or Foundation-sanctioned activities or materials.

- 3.2.1 Quality Standards – Foundation Marks may only be used in connection with activities that meet the high standards and are consistent with the Foundation's educational, research, historical or philanthropic goals.
- 3.2.2 Prohibited Uses – Foundation Marks may not be used (i) without a written license agreement granted by the Foundation; (ii) in connection with the promotion of political activities; (iii) in connection with products or services that defame the Foundation or any third party; or (iv) in connection with products or services that are medical, dangerous, harmful, shoddy, obscene, pornographic, or otherwise deemed by the Foundation as inappropriate for reasons of the items characteristics, manufacture, or association.

3.3 **Licensing Program:**

- 3.3.1 The board of trustees of the Foundation will appoint a committee, Foundation Licensing Committee, and delegate to that committee the authority for approving the use of Foundation Marks consistent with this policy.
- 3.3.2 Approval by the Foundation Licensing Committee for the use of Foundation Marks must be in writing and in the form of a written trademark and service mark license agreement consistent with this policy.
- 3.3.3 Licensing Policy – Foundation Marks may not be used alone or in combination with other Foundation Marks or third party marks without a written license agreement. Any goods or services offered for sale to the public bearing Foundation Marks must be licensed by the Foundation and approved by the Foundation Licensing Committee.
- 3.3.4 Goodwill – Foundation is the sole owner of goodwill associated with Foundation Marks. Licensee(s) acknowledge this ownership and the value associated with Foundation Marks, and that all goodwill associated with the

Foundation Marks accrues to the Foundation. Licensees shall not apply for trademark or service mark registration or otherwise seek to obtain any ownership interest in Foundation Marks anywhere in the world, nor act in a manner or contribute to actions or activities that would adversely affect the value of the goodwill associated with the Foundation Marks. Licensee(s) shall not seek or register Internet domain names that include in whole or part any Foundation Mark.

- 3.3.5 Seller's Responsibility – Any individual or entity wanting to offer goods bearing Foundation Marks must acquire the goods from a licensed supplier, or be licensed if self-producing or using a non-licensed supplier.
- 3.3.6 Design Review – The Foundation Licensing Committee will review the design specifications and samples for the products incorporating Foundation Marks prior to licensing:
- (a) The licensee must provide at no cost to the Foundation Licensing Committee one or more representative samples of proposed goods.
 - (b) Unless the Foundation Licensing Committee accepts in writing a proposed design of a licensee within sixty (60) days of the Foundation Licensing Committee receiving a proposed sample, the design is deemed rejected. The Foundation Licensing Committee may reject a design in its sole discretion if the Committee reasonably believes that the proposed design will damage, diminish or tarnish the goodwill of Foundation Marks, the proposed use of Foundation Marks competes with an existing licensee(s) activities, or any other reasonable justification to maintain the goodwill of Foundation Marks.
 - (c) All designs used that incorporate Foundation Marks must be approved in writing prior to sale and be clearly identified in the licensing agreement or signed addendum to the licensing agreement.
 - (d) The Foundation recognizes that some designs may alter the traditional usage of Foundation Marks. Variations of the design of approved Foundation Marks must be submitted to the Foundation Licensing Committee for approval prior to public display or release. The Foundation Licensing Committee, at its sole discretion, may approve or reject the proposed modifications. Any approved modifications shall become the property of the Foundation, and the licensee shall execute all necessary documentation to assign all rights in the new design to the Foundation.
- 3.3.7 Trademark Notice – Each licensee shall cause to appear with each Foundation Mark by means of a tag, label, imprint, or other appropriate device or mechanism, such as copyright, trademark, or service mark notices as

Foundation may designate from time to time. Furthermore, each licensee shall comply with the notice requirements of federal trademark law.

- (a) Registered Trademarks and Service Marks – Each licensee shall cause to appear with each registered Foundation Mark, e.g., GEORGE RANCH®, the symbol, ®, designating their status as federal-registered marks. Upon request by Foundation, each licensee shall cause all products bearing a registered Foundation Mark to bear "Official Licensed Product" label in the following form:

"Official Licensed Product of the George Foundation. [MARK]® is a registered trademark or service mark of the George Foundation.
All Rights Reserved to the George Foundation."

- (b) Non-Registered Trademarks or Service Marks – Each licensee shall cause to appear with each non-registered Foundation Mark the designation "TM." Upon request by Foundation, each licensee shall cause all products bearing non-registered Foundation Marks to bear "Official Licensed Product" label in the following form:

"Official Licensed Product of the George Foundation. [MARK]™ is a trademark or service mark of the George Foundation.
All Rights Reserved to the George Foundation."

- 3.3.8 No Sponsorship – No license may state or imply, either directly or indirectly, that the licensee's activities, other than those permitted by the written license agreement, are supported, endorsed or sponsored by the Foundation. The licensee upon request from the Foundation and at licensee's sole expense shall issue disclaimers satisfactory to the Foundation to that effect.
- 3.3.9 Foundation Marks may not be used with any third parties' marks unless written approval by the Foundation Licensing Committee and written approval by owners of all other marks to be displayed.
- 3.3.10 Royalty Fees – A royalty fee will be established by the Foundation Licensing Committee on a licensee by licensee basis. The income from the licensing of Foundation Marks should be used to support the goals of the Foundation.
- 3.3.11 Non-Commercial Items – Use of Foundation Marks on items not to be sold to the public also require a license from the Foundation and may be subject to a use fee.
- 3.3.12 Notification of Infringement – Each licensee shall promptly notify the Foundation of any suspected infringement of any Foundation Mark by a third party. The Foundation shall have the sole right at its discretion to enforce Foundation Marks.

- 3.3.13 Quality Control and Review – Foundation Marks may be used and applied only to those goods and services permitted by the written agreement and only for as long as such products and services meet the quality standards as established by the Foundation from time to time
- 3.3.14 Assignment of License – The Foundation may assign a license agreement in its sole discretion, and shall provide affected licensee(s) notice of the occurrence of any such assignment. A licensee may not assign a license agreement and its obligations without written notice to and prior approval from the Foundation, including without exception, upon the sale of substantially all of the assets of the licensee. The licensee's notice to the Foundation shall be no fewer than sixty (60) days prior to a contemplated assignment, including the name of the entity, complete address, phone number, facsimile number, e-mail address, and main contact person and title for handling license issues with the Foundation. The Foundation may withhold approval of the assignment for any reason.

3.4 Termination:

- 3.4.1 Foundation may terminate any written license agreement for use of Foundation Marks by ninety (90) days written notice to licensee, unless some other time is designated in the license agreement.
- 3.4.2 Foundation may terminate any written licensee agreement with thirty (30) days written notice if licensee is in default on royalty payments, is in breach of this policy or any term of the license agreement, or provides any false or misleading information to Foundation.
- 3.4.3 Foundation at its sole discretion may allow a licensee thirty (30) days to cure a breach resulting in a written notice of termination without waiving any future rights of Foundation to terminate the license agreement.
- 3.4.4 Licensee shall be responsible to Foundation for all accrued or accruable royalty payments, the cost of collections, interest, and attorney's fees if Foundation terminates a license agreement.

ARTICLE 4

COPYRIGHT POLICY

4.1 **General Copyright Policy Statement:** Copyright is the ownership and control in original works of authorship that are subject to federal copyright law. It is the policy of the Foundation that all rights in copyright shall remain with the author unless the copyright vests in the Foundation because the work is (i) a work-for-hire; (ii) supported by direct allocation of funds through the Foundation for the pursuit of a specific project; (iii) commissioned by the Foundation; (iv) makes significant use of Foundation personal or resources; (v) created by Foundation employees or contractors as part of their duties or obligations to the Foundation; (vi) or is otherwise subject to contractual obligations or assignment of rights.

4.2 **Definitions:**

4.2.1 **Copyrightable Works:** Under federal copyright law, copyrights are "original works of authorship" that have been fixed in any tangible medium of expression from which the works can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Examples of these works include:

- (a) Literary works, examples of which include books, articles, manuals, memoranda, computer programs, instructional material, databases, bibliographies;
- (b) Musical works;
- (c) Dramatic works;
- (d) Pantomimes and choreographic works;
- (e) Pictorial, graphic and sculptural works, including photographs, diagrams, and sketches;
- (f) Motion pictures and other audiovisual works such as videotapes or DVDs; and/or
- (g) Sound recordings.

4.2.2 **Work-for-Hire:** "Work-for-hire" is a legal term defined by federal copyright law as "a work prepared by an employee within the scope of his or her employment." Additionally, certain commissioned works are works-for-hire if the parties agree in writing that the work is a work-for-hire.

4.2.3 **Copyright Rights:** The bundle of rights that allow the owner of a copyright owner to:

- (a) Make copies of a work;
- (b) Make derivative works based on an original work;
- (c) Distribute copies of a work;
- (d) Perform a work publicly; and
- (e) Display a work in a commercial setting.

4.2.4 **Foundation Resources:** Foundation Resources include all real property, personal property, office supplies, tools, equipment, or funds owned or under the direct or indirect control of the Foundation.

4.3 **Registered Foundation Copyrights:** Addendum A includes a list of registered Foundation copyrights and applications which are the sole property of the Foundation, and may be updated from time to time to include new registrations or applications. These registered copyrights as well as all other Foundation owned Copyrightable Works and copyrighted materials are collectively known as "Foundation Works."

4.4 **Foundation Works:** Foundation Works include:

- 4.4.1 works created by the Foundation employees;
- 4.4.2 works that are funded or created at the direction of the Foundation for a specific purpose;
- 4.4.3 works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple of the Foundation employees;
- 4.4.4 works made for hire; and/or
- 4.4.5 works assigned to or otherwise owned by the Foundation.

4.5 **Ownership of Foundation Works:** All Foundation Works, whether or not registered, are the sole property of the Foundation and may only be used by organizations, entities, or persons with the express written permission of the Foundation. Use of Foundation Works by third parties is prohibited unless a written license agreement from the Foundation is granted in accordance with this policy. The Foundation may, in its sole discretion, authorize use of Foundation Works by other organizations, entities, or persons.

4.6 **Works by Non-Foundation Employees:** Works of non-Foundation employees, such as consultants, independent contractors, representatives or agents, generally are owned by the creator and not by the Foundation, unless there is a written agreement to the contrary. Foundation policy is that all agreements with non-Foundation employees shall require the non-Foundation employee(s) to assign all ownership of such works to the Foundation. Examples of these works include:

- 4.6.1 Reports by non-Foundation employees;
- 4.6.2 Computer software;
- 4.6.3 Website development;
- 4.6.4 Architectural or engineering drawings;
- 4.6.5 Illustrations or designs;
- 4.6.6 Photographs;
- 4.6.7 Artistic works;

4.6.8 Logos; and

4.6.9 Multi-media presentations.

4.7 **Foundation Resources and Employees:** Foundation Resources are to be used solely for Foundation and not for personal gain or personal commercial advantage, nor for any other non-Foundation purposes. Therefore, if the creator of a copyrightable work makes significant use of Foundation Resources or employees to create a work that work shall be deemed a Foundation work.

4.8 **Copyright Notice:** The following notice shall be placed on Foundation works in order to protect the copyright:

Copyright © [year] The George Foundation. All Rights Reserved.

4.9 **Appropriate Use:** Foundation Works covered by this policy may only be used in connection with Foundation-sponsored or Foundation-sanctioned activities or materials.

4.9.1 **Quality Standards –** Foundation Works may only be used in connection with activities that meet the high standards and are consistent with the Foundation's educational, research, historical or philanthropic goals.

4.9.2 **Prohibited Uses –** Foundation Works may not be used without a written license agreement granted by the Foundation, or in any manner otherwise deemed by the Foundation as inappropriate or not consistent with the Foundation's educational, research, historical or philanthropic goals.

4.10 **Copyright Licensing Program:**

4.10.1 The board of trustees of the Foundation will appoint a committee, Foundation Licensing Committee, and delegate to that committee the authority for approving the use of Foundation Works consistent with this policy.

4.10.2 Approval by the Foundation Licensing Committee for the use of Foundation Works must be in writing and in the form of a copyright license agreement consistent with this policy.

4.10.3 **Licensing Policy:** Only licensee(s) of Foundation may use one or more of the enumerated copyright rights of Foundation Work(s), and must have a written license agreement approved by the Foundation Licensing Committee.

4.10.4 **Reproduction and Distribution:** Foundation wishes to encourage the dissemination of Foundation Works, and therefore permits reproduction and distribution of Foundation Works under the following conditions:

(a) A written license agreement licensing one or more enumerated copyright rights to the licensee for one or more Foundation Works.

- (b) The licensed Foundation Works may not be altered in any way, nor may the copyright, trademark, or any other notices be removed.
- (c) Copy Review – The Foundation Licensing Committee will review representative samples proof the copies prior to distribution for conformance with this policy.
- (d) The Foundation recognizes that Foundation Works may need to be altered, or a derivative work may need to be produced. Derivations of Foundation Works must be submitted to the Foundation Licensing Committee for approval prior to public display or release. The Foundation Licensing Committee, at its sole discretion, may approve or reject the proposed derivative works. Any approved derivative work will become the property of the Foundation, and the licensee will execute all necessary documentation to assign all rights in the new work to the Foundation.

4.10.5 Copyright Notice – Each licensee shall cause to appear with each Foundation Work by means of a tag, label, imprint, or other appropriate device or mechanism, such as copyright, trademark, or service mark notices as Foundation may designate from time to time. Upon request by Foundation, each licensee shall cause works incorporating in whole or part a Foundation Work a notice in the following form:

"Copyright © [year] The George Foundation. All Rights Reserved."

- 4.10.6 Royalty Fees – A royalty fee will be established by the Foundation Licensing Committee on a licensee by licensee basis. The income from the licensing of Foundation Works should be used to support the goals of the Foundation.
- 4.10.7 Non-Commercial Items – Use of Foundation Works on items not to be sold to the public also require a license from the Foundation and may be subject to a use fee.
- 4.10.8 Notification of Infringement – Each licensee shall promptly notify the Foundation of any suspected infringement of any Foundation Work by a third party. The Foundation shall have the sole right at its discretion to enforce Foundation Works.
- 4.10.9 Assignment of License – The Foundation may assign a license agreement in its sole discretion, and shall provide affected licensee(s) notice of the occurrence of any such assignment. A licensee may not assign a license agreement and its obligations without written notice to and prior approval from the Foundation, including without exception, upon the sale of substantially all of the assets of the licensee. The licensee's notice to the Foundation shall be no fewer that sixty (60) days prior to a contemplated assignment, including the name of the entity, complete address, phone number, facsimile number, e-mail address, and

main contact person and title for handling license issues with the Foundation. The Foundation may withhold approval of the assignment for any reason.

4.11 Termination:

- 4.11.1 Foundation may terminate any written license agreement for use of Foundation Works by ninety (90) days written notice to licensee, unless some other time is designated in the license agreement.
- 4.11.2 Foundation may terminate any written licensee agreement with thirty (30) days written notice if licensee is in default on royalty payments, is in breach of this policy or any term of the license agreement, or provides any false or misleading information to Foundation.
- 4.11.3 Foundation at its sole discretion may allow a licensee thirty (30) days to cure a breach resulting in a written notice of termination without waiving any future rights of Foundation to terminate the license agreement.
- 4.11.4 Licensee shall be responsible to Foundation for all accrued or accruable royalty payments, the cost of collections, interest, and attorney's fees if Foundation terminates a license agreement.

4.12 Foundation Work Use Policy:

- 4.12.1 This policy set forth the requirements for the use of Foundation Works. Use of Foundation Works is only permitted pursuant to a written license agreement with the Foundation, and all license agreements must be approved by the Foundation License Committee in accordance with this policy.
- 4.12.2 As an Exception to Paragraph 4.12.1 above, writers, authors, or others who agree to respect Foundation Works and provide appropriate attribution and notice of Foundations rights in Foundation works, can use portions of Foundation Works in text books, novels, historical dissertations, review articles, lecture materials and other works, in all media, now known or hereafter discovered, under the following limitations:
 - (a) The quoted portion of Foundation Works is not a registered copyright design and does not exceed two hundred (200) words; and
 - (b) All use of Foundation Works is properly attributed to Foundation; and
 - (c) All use of Foundation Works includes proper copyright, trademark, service mark, or other notices; and
 - (d) The use complies with the requirements of "Fair Use" as contained in the U.S. Copyright Act.

ARTICLE 5

OTHER INTELLECTUAL PROPERTY

5.1 **Other Intellectual Property Policy Statement:** All other Foundation Intellectual Property that is not protected under federal or state trademark law or federal copyright law, including but not limited to, patents, trade secrets, domain names, websites, logos, insignias, designs, images, photographs, or other symbols or devices associated with, referring to, or of the Ranch, are the sole property of the Foundation and collective known as "Other Foundation Intellectual Property."

5.2 **Ownership of Other Foundation Intellectual Property:** Other Foundation Intellectual Property may only be used by organizations, entities, or persons with the express written permission of the Foundation. Use of Other Foundation Intellectual Property by third parties is prohibited unless a written license agreement from the Foundation is granted in accordance with this policy. The Foundation may, in its sole discretion, authorize the use of Other Foundation Intellectual Property by other organizations, entities, or persons.

5.3 **Development or Creation of Other Foundation Intellectual Property:**

5.3.1 **The Foundation's Employees:** Other Foundation Intellectual Property that is developed or created by one or more of the Foundation's employees during the scope of employment shall be considered developed or created by the Foundation, and the Foundation's employee(s) shall complete and/or execute all documentation, oaths, declarations, agreements, and/or assignments free of any costs or charge to the Foundation within five (5) business days of the request by the Foundation, even if no longer an employee of the Foundation.

5.3.2 **Non-Foundation Employees:** All Other Foundation Intellectual Property that is developed or created by non-Foundation employees, such as consultants, independent contractors, representatives or agents, may be owned by the developer or creator of such intellectual property and not by the Foundation, unless there is a written agreement to the contrary. Foundation policy is that all agreements with non-Foundation employees shall require the non-Foundation employee(s) to assign all ownership of such intellectual property to the Foundation.

5.3.3 **Foundation Resources and Employees:** Foundation Resources, as defined in Paragraph 4.2.4, are to be used solely for Foundation and not for personal gain or personal commercial advantage, nor for any other non-Foundation purposes. Therefore, if the developer or creator of other intellectual property makes significant use of Foundation Resources or employees to create the other intellectual property that other intellectual property shall be deemed Other Foundation Intellectual Property.

5.4 **Other Foundation Intellectual Property Notice:** If federal or state law, statute, regulation, or ordinance provides notice requirements for protecting the type of Other Foundation Intellectual Property, then such notice shall be placed in accordance with the applicable law, statute,

regulation, or ordinance to protect the Foundation's rights in the Other Foundation Intellectual Property.

- 5.4.1 If no notice requirement is required by federal or state law, statute, regulation, or ordinance, then the following notice shall be placed on Other Foundation Intellectual Property:

"Intellectual Property of The George Foundation. All Rights Reserved."

- 5.4.2 Patents - If the Other Foundation Intellectual Property is or is related to one or more patents or patent rights, then notice shall comply with federal patent law notice requirements under Title 35 of the United States Code.

5.5 **Appropriate Use:** Other Foundation Intellectual Property covered by this policy may only be used in connection with Foundation-sponsored or Foundation-sanctioned activities or materials.

- 5.5.1 Quality Standards – Other Foundation Intellectual property may only be used in connection with activities that meet the high standards and are consistent with the Foundation's educational, research, historical or philanthropic goals.

- 5.5.2 Prohibited Uses – Other Foundation Intellectual Property may not be used without a written license agreement granted by the Foundation, or in any manner otherwise deemed by the Foundation as inappropriate or not consistent with the Foundation's educational, research, historical or philanthropic goals.

5.6 **Other Foundation Intellectual Property Licensing Program:**

- 5.6.1 The board of trustees of the Foundation will appoint a committee, Foundation Licensing Committee, and delegate to that committee the authority for approving the use of Other Foundation Intellectual Property consistent with this policy.
- 5.6.2 Approval by the Foundation Licensing Committee for the use of Other Foundation Intellectual Property must be in writing and in the form of a license agreement consistent with this policy.
- 5.6.3 Licensing Policy: Only licensee(s) of Foundation may use Other Foundation Intellectual Property, and must have a written license agreement approved by the Foundation Licensing Committee and consistent with this policy.
- 5.6.4 Patents and Trade Secrets: If the Other Foundation Intellectual Property pertains to or is related to intellectual property rights covered by federal patent law or state trade secret law, then approval of the license agreement can not be granted by the Foundation Licensing Committee until the Foundation Licensing Committee has obtained advice from independent legal counsel with knowledge and experience in the relevant field of law.

- 5.6.5 Other Foundation Intellectual Property Notice – Each licensee shall cause to appear by means of a tag, label, imprint, or other appropriate device or mechanism, such as copyright, trademark, service mark, or patent notices as Foundation may designate from time to time. Furthermore, each licensee shall comply with the notice requirements of any applicable federal or state law, statute, regulation, or ordinance.
- (a) If no notice is required by federal or state law, statute, regulation, or ordinance, then upon request by the Foundation, each licensee shall cause to appear the following notice:
- "Intellectual Property of The George Foundation. All Rights Reserved."
- (b) Patents - If the Other Foundation Intellectual Property is or is related to one or more patents or patent rights, then each licensee shall cause to appear a notice that complies with any federal patent law notice requirements under Title 35 of the United States Code.
- 5.6.6 Royalty Fees – A royalty fee will be established by the Foundation Licensing Committee on a licensee by licensee basis. The income from the licensing of Other Foundation Intellectual Property should be used to support the goals of the Foundation.
- 5.6.7 Non-Commercial Items – Use of Other Foundation Intellectual Property not to be sold to the public also require a license from the Foundation and may be subject to a use fee.
- 5.6.8 Notification of Infringement – Each licensee shall promptly notify the Foundation of any suspected infringement of any Other Foundation Intellectual Property by a third party. The Foundation shall have the sole right at its discretion to enforce Foundation rights in Other Foundation Intellectual Property.
- 5.6.9 Assignment of License – The Foundation may assign a license agreement in its sole discretion, and shall provide affected licensee(s) notice of the occurrence of any such assignment. A licensee may not assign a license agreement and its obligations without written notice to and prior approval from the Foundation, including without exception, upon the sale of substantially all of the assets of the licensee. The licensee's notice to the Foundation shall be no fewer than sixty (60) days prior to a contemplated assignment, including the name of the entity, complete address, phone number, facsimile number, e-mail address, and main contact person and title for handling license issues with the Foundation. The Foundation may withhold approval of the assignment for any reason.

5.7 Termination:

- 5.7.1 Foundation may terminate any written license agreement for use of Other Foundation Intellectual Property by ninety (90) days written notice to licensee, unless some other time is designated in the license agreement.
- 5.7.2 Foundation may terminate any written licensee agreement with thirty (30) days written notice if licensee is in default on royalty payments, is in breach of this policy or any term of the license agreement, or provides any false or misleading information to Foundation.
- 5.7.3 Foundation at its sole discretion may allow a licensee thirty (30) days to cure a breach resulting in a written notice of termination without waiving any future rights of Foundation to terminate the license agreement.
- 5.7.4 Licensee shall be responsible to Foundation for all accrued or accruable royalty payments, the cost of collections, interest, and attorney's fees if Foundation terminates a license agreement.

ARTICLE 6

GENERAL PROVISIONS

6.1 **Negation of Warranties:** Nothing in this policy shall be construed as a warranty or representation by the Foundation as to the validity or scope of Foundation Intellectual Property, or anything made, used, sold, offered for sale, or otherwise disposed of under a license agreement granted to the use of Foundation Intellectual Property is or will be free from infringement or other intellectual property related claims of a third party under trademarks, copyrights, or any other federal or state law.

6.2 **Choice of Law:** All license agreements between the Foundation and a licensee shall be construed according to the laws of the State of Texas, and jurisdiction and venue shall be any court of applicable jurisdiction in Richmond, Texas, and the parties hereby submit to the jurisdiction and venue of such courts.

6.3 **Construction:** This policy shall be read in conjunction with any existing license agreement between the Foundation and a licensee. In the event of a conflict between the provisions of this policy and a pre-existing written license agreement, express provision set forth in the pre-existing written license agreement shall prevail.

[ADOPTION AND APPROVAL SIGNATURE PAGE TO FOLLOW]

The foregoing Intellectual Property Policy of The George Foundation was adopted by the Trustees of the George Foundation at their meeting of the 25 day of April, 2006.

A handwritten signature in black ink, appearing to read "Roland C. Adamson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

ROLAND C. ADAMSON
The George Foundation
Executive Director

**ADDENDUM A:
REGISTERED FOUNDATION INTELLECTUAL PROPERTY**

Registered Trademarks and Service Marks:

GEORGE RANCH® – Registration No. 2,672,089 for service mark for Historical Museum Services registered January 7, 2003, first use in commerce 1986.

Pending Trademark and Service Mark Applications:

"Steerhead Design"

GEORGE RANCH

GEORGE RANCH HISTORICAL PARK

"Weathervane Design"

GEORGE RANCH HISTORICAL PARK and Design

Registered Copyrights:

Registered Copyright Applications:

"Steerhead Design"

"Treehouse Design"

"Weathervane Design"

"GEORGE RANCH HISTORICAL PARK and Design"