

**POLICY FOR TRADEMARKS AND SERVICE MARKS OF THE ALAMO
BY THE STATE OF TEXAS, BY AND THROUGH THE GENERAL LAND OFFICE**

The State of Texas, by and through the General Land Office, a state agency acting for the use and benefit of The Alamo, hereby adopts this Policy for Trademarks and Service Marks Associated With The Alamo, effective upon approval by the Commissioner of the General Land Office.

ARTICLE 1

PURPOSE

- 1.1 The State of Texas is the owner of The Alamo. Pursuant to an act of the Legislature of the State of Texas, codified in Chapter 31, Subchapter I, of the Texas Natural Resources Code, the General Land Office ("the GLO") has jurisdiction of the Alamo complex and its contents ("The Alamo"). Potential revenue generating assets associated with The Alamo include, without limitation, all present and future trademarks, service marks, websites, logos, slogans, insignias, designs, colors, trade dress, images, photographs, or other symbols or devices incorporating an image or design of The Alamo, collectively referred to as the "Alamo Marks."
- 1.2 The purpose of this Policy is to ensure and protect the proper use of the Alamo Marks, to promote the reputation and goodwill of the State of Texas and The Alamo, and to promote the licensing of the Alamo Marks for the benefit of The Alamo and to provide revenues for preservation, maintenance, and operations of the Alamo complex.
- 1.3 This policy sets forth the requirements for the use of the Alamo Marks. Use of the Alamo Marks is only permitted pursuant to a written license agreement with the GLO, and all license agreements must be approved by the GLO in accordance with this policy. For purposes of this policy, a decision or action by the Commissioner of the GLO shall constitute a decision or action of the GLO.

ARTICLE 2

APPLICABILITY

- 2.1 This Policy applies to all use of the Alamo Marks.

ARTICLE 3

TRADEMARK AND SERVICE MARK POLICY

- 3.1 **Alamo Marks:**
 - 3.1.1 Addendum A includes a list of trademarks and service marks associated with The Alamo under the jurisdiction of the GLO, and may be updated

from time to time to include new trademarks or service marks. Additional registrations may be obtained from the Texas Secretary of State, the United States Patent and Trademark Office and other jurisdictions, including foreign jurisdictions.

3.2 **Licensed Alamo Marks:**

- 3.2.1 Each license agreement granting the right to use one or more Alamo Marks shall specify which Alamo Mark or Marks are authorized to be used by the licensee, and shall expressly state that the licensee shall not be authorized to use and shall have no rights in or benefits from any of the other Alamo Marks, and no rights or benefits regarding any of the other Alamo Marks except as may be granted by the GLO in a written agreement.
- 3.2.2 Alamo Marks which are registered with the U. S. Patent and Trademark Office should be shown with the symbol, ®, designating their status as federally-registered marks. Alamo Marks which are not so registered, including trademark or service mark applications, should be shown with the designation "TM."
- 3.2.3 All Alamo Marks, whether or not registered, are the sole property of the State of Texas under the jurisdiction of the GLO and may only be used by organizations, entities, or persons with the express written permission of the GLO. Use of Alamo Marks by third parties is prohibited unless a written license agreement from the GLO is granted in accordance with this policy. The GLO may, in its sole discretion, authorize use of Alamo Marks by other organizations, entities, or persons.

3.3 **Appropriate Use:** Alamo Marks may only be used in connection with GLO-sponsored or GLO-sanctioned activities or materials.

- 3.3.1 **Quality Standards:** Alamo Marks may only be used in connection with products and services that meet the high quality and standards consistent with the GLO's legislative mandate, which mandate includes the preservation, repair, renovation, improvement, expansion, equipping, operation or maintenance of the Alamo complex, and to acquire historical items appropriate to the Alamo complex and to honor the memory and achievement of the individuals who served at The Alamo.
- 3.3.2 **Prohibited Uses:** Alamo Marks may not be used (i) without a written license agreement granted by the GLO; (ii) in a context that infringes a trademark, service mark, copyright or other intellectual property right of a third party, (iii) in connection with products manufactured by companies whose labor policies do not insure that their employees are safe from abusive labor conditions, (iv) in connection with products or services that are illegal, dangerous, harmful, substandard, obscene or inconsistent with the GLO's legislative mandate regarding The Alamo, (v) in a manner that

is likely to cause confusion about the origin of any product, service or other item, (vi) in a manner that is likely to dilute, disparage, tarnish or harm the image or reputation of the GLO, The Alamo or the State of Texas, (vii) in a context that is untrue, inaccurate or misleading, or (viii) in a manner otherwise deemed by the GLO, in its sole discretion, to be inappropriate or offensive.

3.4 **Licensing Program:**

- 3.4.1 An advisory committee known as the “Alamo Licensing Committee,” (the “Committee”) is established, consisting of the Chief Clerk of the GLO, the General Counsel of the GLO, and the GLO Alamo Director. Any of such members may, from time to time, designate a GLO employee to serve as their surrogate for one or more meetings of the Committee. The Committee shall make recommendations to the Commissioner of the GLO as to (i) the approval or disapproval regarding the use of Alamo Marks, (ii) quality control, compliance and enforcement issues, and (iii) other matters concerning the Alamo Marks. All final approvals and other decisions regarding the use of Alamo Marks shall be in writing and shall be made by the Commissioner of the GLO.
- 3.4.2 **Licensing Policy:** Alamo Marks may not be used in combination with other marks, including marks of a licensee or third party marks, without the written approval of the GLO. Alamo Marks also may not be licensed in connection with the promotion of political activities or in any other manner proscribed by paragraph 3.3.2.
- 3.4.3 **Goodwill:** The State of Texas, under the jurisdiction of the GLO, is the sole owner of goodwill associated with Alamo Marks. Licensees must acknowledge this ownership and the value associated with Alamo Marks, and that all use of the Alamo Marks and all goodwill and benefit associated with such use of the Alamo Marks accrues solely to the State of Texas. Licensees shall not apply for trademark or service mark registration in any way related to The Alamo or otherwise seek to obtain any ownership interest in Alamo Marks or any mark which is confusingly similar to any Alamo Marks anywhere in the world, nor engage in any action or omission which may adversely affect the value of the goodwill associated with the Alamo Marks.
- 3.4.4 **Licensed Suppliers:** Any individual or entity wanting to offer goods bearing Alamo Marks must acquire the goods from a licensed supplier, or be licensed if self-producing or using a non-licensed supplier.
- 3.4.5 **Review of Design:** The design specifications and samples for the products incorporating Alamo Marks must be presented to the GLO for review prior to licensing:
- (a) The licensee must provide at no cost to the GLO one or more

representative samples of proposed goods and related packaging and advertising materials which would bear an Alamo Mark for approval prior to any sale or distribution in commerce.

- (b) The GLO may reject a design in its sole discretion for any reason..
- (c) All designs used that incorporate Alamo Marks must be approved in writing prior to sale or public display and be clearly identified in the licensing agreement.
- (d) Variations of the design of approved Alamo Marks must be submitted to the GLO for approval prior to public display or release. The GLO, at its sole discretion, may approve or reject the proposed modifications. Any approved modifications shall become the property of the GLO, and the licensee shall execute all necessary documentation to assign all rights in the new design to the GLO.

3.4.6 Trademark Notice: Each licensee agreement shall provide the appropriate copyright, trademark, or service mark notice GLO may designate from time to time. Furthermore, each licensee shall comply with the notice requirements of federal and state trademark law.

3.4.7 No Sponsorship: No licensee may state or imply, either directly or indirectly, that the licensee's activities, other than those expressly permitted by the written license agreement, are supported, endorsed or sponsored by the GLO. The licensee upon request from the GLO and at licensee's sole expense shall issue disclaimers satisfactory to the GLO.

3.4.8 Alamo Marks may not be used with any third parties' mark(s) or the licensee's mark(s) without written approval by the GLO and written approval by owners of all other marks to be displayed.

3.4.9 Royalty Fees: A royalty fee will be established by the GLO on a case by case basis based upon the particular details of each case. The income from the licensing of Alamo Marks shall be used in a manner consistent with the GLO's legislative mandate regarding the Alamo complex.

3.4.10 Basic License Agreement Information: Except in rare instances in which there is a compelling reason to do so, GLO shall not grant permanent licenses for the Alamo Marks. GLO shall not grant exclusive rights to use the Alamo Marks. Licensees shall be required to maintain appropriate liability insurance during the term of the license agreement.


3.4.11 Indemnification: Licensees must indemnify and hold harmless the State, the GLO, their employees and agents for any liability attributable to any of licensee's products or services bearing the Alamo Marks.

- 3.4.12 Notification of Infringement: Each licensee shall promptly notify the GLO of any suspected infringement of any Alamo Mark by a third party. The GLO shall have the sole right at its discretion to enforce Alamo Marks.
- 3.4.13 Quality Control and Review: Alamo 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 GLO from time to time.
- 3.4.14 Assignment of License: The GLO 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 GLO, including without limitation, upon the sale of substantially all of the assets of the licensee. The licensee's notice to the GLO 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 GLO. Except with the sale of the entire business associated with the Alamo Marks, the GLO may withhold approval of the assignment for any reason.
- 3.4.15 Licensees must agree that all license agreements shall be governed by Texas law, and venue for all disputes shall be in the state and federal courts of Travis County, Texas.

3.5 Termination:




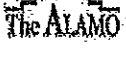
- 3.5.1 GLO shall be able to terminate any written license agreement for use of Alamo Marks by ninety (90) days written notice to licensee, unless some other time is designated in the license agreement.
- 3.5.2 GLO shall be able to terminate any written licensee agreement with thirty (30) days written 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 GLO.
- 3.5.3 GLO, 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 GLO to terminate the license agreement.
- 3.5.4 Licensee shall be responsible to GLO for all unpaid royalty payments due, the cost of collections, interest, and attorney's fees if GLO terminates a license agreement.





APPROVED: THE STATE OF TEXAS

By:  _____
DocuSigned by:
393703C757E601
George P. Bush
Commissioner, General Land Office

Date: 10/2/2015

ADDENDUM "A"

Mark	Serial No. File Date	Reg. No. Reg. Date	Goods/Services
FRIENDS OF THE ALAMO	77/516,605 07/08/2008	3,778,851 04/20/2010	36 - Charitable fund raising services, namely, raising funds for the restoration repair and operation of The Alamo in San Antonio Texas
THE ALAMO	85/092,869 07/26/2010	4,223,932 10/16/2012	35 - Retail gift shop services; on-line retail gift shop services; vending in the field of souvenirs
			41 - Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies
THE ALAMO	77/847,556 10/13/2009	4,081,655 01/10/2012	41 - Museum services, namely, exhibiting to the public a historical site
THE ALAMO	86/259,245 04/22/2014	4,641,260 11/18/2014	32 - Bottled water.
THE ALAMO	85/854,765 02/20/2013	4,406,990 09/24/2013	08 - Knives; nut crackers.
THE ALAMO	85/854,770 02/20/2013	4,524,395 05/06/2014	09 - Digital media, namely, pre-recorded DVDs and CDs featuring historical documentaries and information about a historical site; mouse pads; decorative magnets.
THE ALAMO	85/854,782 02/20/2013	4,410,665 10/01/2013	14 - Jewelry, tie tacks, ornamental pins, commemorative coins.
THE ALAMO	85/854,790 02/20/2013	4,410,666 10/01/2013	18 - Leather and imitation leather luggage, tote bags, backpacks, wallets, coin purses.
THE ALAMO	85/854,796 02/20/2013	4,410,668 10/01/2013	24 - Kitchen towels; blanket throws.
THE ALAMO	85/854,809 02/20/2013	4,623,223 10/21/2014	25 - Clothing, namely, shirts, sweaters, footwear, hats, caps, aprons, socks, ties, bandanas, scarves, children's and infants' cloth bibs.
THE ALAMO	86/255,330 04/17/2014	4,652,168 12/09/2014	29 - Jalapeno Peppers, Pickled Okra, Spirited Peaches, Apricot Butter, Sweet Potato Butter, fruit preserves, soup mix. 30 - Barbecue sauce, chocolate, chocolate bars, coffee, cookies, hot sauce, lollipops, candy mints, mustard, pretzels, salsa, crystal sugar pieces, namely, compressed sugar; dextrose and compressed dextrose for purposes of nourishment; refreshment pastilles and candy; confectionery, namely, pastilles and sugar-free pastilles, licorice, not for medical purposes; pretzels; mustard; tea leaves; tea mix; cornbread mix; vanilla extract; chili oil; pancake syrup, topping syrup, syrup for beverages; chow chow; relish.
	85/854,879 02/20/2013	4,524,396 05/06/2014	09 - Digital media, namely, pre-recorded DVDs and CDs featuring historical documentaries and information about a historical site; mouse pads; decorative magnets.
	85/854,888 02/20/2013	4,410,670 10/01/2013	14 - Jewelry, tie tacks, ornamental pins, commemorative coins.
	85/854,905 02/20/2013	4,410,673 10/01/2013	18 - Leather and imitation leather luggage, tote bags, backpacks, wallets, coin purses.
	85/854,911 02/20/2013	4,406,997 09/24/2013	24 - Kitchen towels; blanket throws.

	85/854,919 02/20/2013	4,623,224 10/21/2014	25 - Clothing, namely, shirts, sweaters, footwear, hats, caps, aprons, socks, ties, bandanas, scarves, children's and infants' cloth bibs.
	85/854,930 02/20/2013	4,513,472 04/15/2014	41 - Museum services, namely, exhibiting to the public a historical site; guided tours of a historical site; gardens for public admission; movie theater for historical movies; educational services, namely, presenting talks featuring information about a historical site.
	86/259,263 04/22/2014	4,641,261 11/18/2014	32 - Bottled water.
	86/255,340 04/17/2014	4,652,169 12/09/2014	29 - Jalapeno Peppers, Pickled Okra, Spirited Peaches, Apricot Butter, Sweet Potato Butter, fruit preserves, soup mix. 30 - Barbecue sauce, chocolate, chocolate bars, coffee, cookies, hot sauce, lollipops, candy mints, mustard, pretzels, salsa, crystal sugar pieces, namely, compressed sugar; dextrose and compressed dextrose for purposes of nourishment; refreshment pastilles and candy; confectionery, namely, pastilles and sugar-free pastilles, licorice, not for medical purposes; pretzels; mustard; tea leaves; tea mix; cornbread mix; vanilla extract; chili oil; pancake syrup, topping syrup, syrup for beverages; chow chow; relish.