

**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:  _____
393703C757E601 George P. Bush
Commissioner, General Land Office



Date: 10/2/2015

Federal and State Alamo-Related Trademarks Registrations and Applications Owned by The State of Texas by and Through the General Land Office as of December 11, 2018

Mark	App No / App Date	Reg No / Reg Date	Goods/Services
A LINE IN THE SAND	87172609 September 15, 2016		(Int'l Class: 35) retail gift shop services; on-line retail gift shop services; vending in the field of souvenirs (Int'l Class: 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; educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; providing a website featuring information in the field of history; summer camps
LINE IN THE SAND	86852292 December 17, 2015	5242285 July 11, 2017	(Int'l Class: 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
REIMAGINE THE ALAMO and Design 	87127285 August 4, 2016		(Int'l Class: 35) promoting the services of others, namely, museum services, retail store services featuring clothing and souvenirs, movie theatre services, and charitable fundraising services (Int'l Class: 36) charitable fundraising services; charitable fundraising services for the collection and distribution of donated monies for the preservation, management, education, maintenance, operation and restoration of one or more historical landmarks
REIMAGINE THE ALAMO and Design 	87975800 August 4, 2016	5313793 October 17, 2017	(Int'l Class: 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; providing a website featuring information on a historic landmark, its preservation, maintenance, and funding and related archeological research (Int'l Class: 42) archeological exploration and research
REMEMBER THE ALAMO	86904391 February 11, 2016	5387267 January 23, 2018	(Int'l Class: 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	86255330 April 17, 2014	4652168 December 9, 2014	(Int'l Class: 29) processed jalapeño peppers, pickled okra, spirited peaches in the nature of peaches soaked in distilled spirits, apricot butter, sweet potato butter, fruit preserves, soup mix; cooking oil in the nature of chili oil (Int'l Class: 30) barbecue sauce, chocolate, chocolate bars, coffee, cookies, hot sauce, lollipops, candy mints, mustard, pretzels, salsa, crystal sugar pieces, namely, compressed sugar; confectionary in the nature of dextrose and

Mark	App No / App Date	Reg No / Reg Date	Goods/Services
			compressed dextrose for purposes of nourishment; confectionary in the nature of refreshment pastilles and candy; confectionery, namely, pastilles and sugar-free pastilles, licorice, not for medical purposes; tea; mixes in the nature of concentrates, syrups or powders used in the preparation of tea based beverages; cornbread mix; vanilla extract for flavoring; chili oil used as a condiment; pancake syrup, topping syrup, syrup for flavoring beverages; chow chow; relish
THE ALAMO	86259245 April 22, 2014	4641260 November 18, 2014	(Int'l Class: 32) bottled water
THE ALAMO	77847556 October 13, 2009	4081655 January 10, 2012	(Int'l Class: 41) museum services, namely, exhibiting to the public a historical site
THE ALAMO	85854796 February 20, 2013	4410668 October 1, 2013	(Int'l Class: 24) kitchen towels; blanket throws
THE ALAMO	85854809 February 20, 2013	4623223 October 21, 2014	(Int'l Class: 25) clothing, namely, shirts, sweaters, footwear, hats, caps, aprons, socks, ties, bandanas, scarves, children's and infants' cloth bibs
THE ALAMO	85854782 February 20, 2013	4410665 October 1, 2013	(Int'l Class: 14) jewelry, tie tacks, ornamental pins, commemorative coins
THE ALAMO	85854790 February 20, 2013	4410666 October 1, 2013	(Int'l Class: 18) leather and imitation leather luggage, tote bags, backpacks, wallets, coin purses
THE ALAMO	85854765 February 20, 2013	4406990 September 24, 2013	(Int'l Class: 08) knives; nut crackers
THE ALAMO	85854770 February 20, 2013	4524395 May 6, 2014	(Int'l Class: 09) digital media, namely, pre-recorded dvds and cds featuring historical documentaries and information about a historical site; mouse pads; decorative magnets
THE ALAMO and Design	86255340 April 17, 2014	4652169 December 9, 2014	(Int'l Class: 29) processed jalapeño peppers, pickled okra, spirited peaches in the nature of peaches soaked in distilled spirits, apricot butter, sweet potato butter, fruit preserves, soup mix; cooking oil in the nature of chili oil (Int'l Class: 30) barbecue sauce, chocolate, chocolate bars, coffee, cookies, hot sauce,

Mark	App No / App Date	Reg No / Reg Date	Goods/Services
			lollipops, candy mints, mustard, pretzels, salsa, crystal sugar pieces, namely, compressed sugar; confectionary in the nature of dextrose and compressed dextrose for purposes of nourishment; confectionary in the nature of refreshment pastilles and candy; confectionery, namely, pastilles and sugar-free pastilles, licorice, not for medical purposes; tea; mixes in the nature of concentrates, syrups or powders used in the preparation of tea based beverages; cornbread mix; vanilla extract for flavoring; chili oil used as a condiment; pancake syrup, topping syrup, syrup for flavoring beverages; chow chow; relish
THE ALAMO and Design 	86259263 April 22, 2014	4641261 November 18, 2014	(Int'l Class: 32) bottled water
THE ALAMO and Design 	85854905 February 20, 2013	4410673 October 1, 2013	(Int'l Class: 18) leather and imitation leather luggage, tote bags, backpacks, wallets, coin purses
THE ALAMO and Design 	85854911 February 20, 2013	4406997 September 24, 2013	(Int'l Class: 24) kitchen towels; blanket throws
THE ALAMO and Design 	85854879 February 20, 2013	4524396 May 6, 2014	(Int'l Class: 09) digital media, namely, pre-recorded dvds and cds featuring historical documentaries and information about a historical site; mouse pads; decorative magnets
THE ALAMO and Design 	85854919 February 20, 2013	4623224 October 21, 2014	(Int'l Class: 25) clothing, namely, shirts, sweaters, footwear, hats, caps, aprons, socks, ties, bandanas, scarves, children's and infants' cloth bibs
THE ALAMO and Design 	85854888 February 20, 2013	4410670 October 1, 2013	(Int'l Class: 14) jewelry, tie tacks, ornamental pins, commemorative coins
THE ALAMO and Design	85854930	4513472	(Int'l Class: 41) museum services, namely, exhibiting to the public a historical site;

Mark	App No / App Date	Reg No / Reg Date	Goods/Services
	February 20, 2013	April 15, 2014	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
THE ALAMO ENDOWMENT MISSION FOR THE FUTURE and Design 	86624772 May 11, 2015	4884991 January 12, 2016	(Int'l Class: 36) charitable fundraising services; charitable fundraising services for the collection and distribution of donated monies for the preservation, management, education, maintenance, operation and restoration of one or more historical landmarks
THE MISSION, THE BATTLE, THE LEGEND	87080131 June 22, 2016	5133101 January 31, 2017	(Int'l Class: 35) retail gift shop services; online retail gift shop services; vending in the field of souvenirs (Int'l Class: 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; educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; providing a website featuring information in the field of history; summer camps
VICTORY OR DEATH	86852266 December 17, 2015		(Int'l Class: 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
VICTORY OR DEATH	87172595 September 15, 2016		(Int'l Class: 35) retail gift shop services; on-line retail gift shop services; vending in the field of souvenirs (Int'l Class: 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; educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; providing a website featuring information in the field of history; summer camps
THE ALAMO ENDOWMENT. MISSION FOR THE FUTURE and Design	79601482	TX802235832 November 30, 2015	(Int'l Class: 36, 41, 45) charitable fundraising services; charitable fundraising services for the collection and distribution of donated monies for the preservation,

Mark	App No / App Date	Reg No / Reg Date	Goods/Services
			management, education, maintenance, operation and restoration of one or more historical landmarks