

AMENDMENT ONE
UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES
AND
COLLIGATE LICENSING COMPANY, LLC.

The Agreement between The University of Central Florida Board of Trustees (the “University”) and Collegiate Licensing Company, LLC (“Payee” or “Contractor”) dated July 21, 2015 (the “Agreement”), is hereby further amended as of July 1, 2020.

WITNESSETH

WHEREAS, pursuant to the Agreement, Collegiate Licensing Company, LLC (a.k.a. “IMG College Licensing”) has been providing Trademark Licensing services for the University; and

WHEREAS, the parties wish to renew the Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

SECTION 6. PERIOD OF PERFORMANCE - the first paragraph is hereby deleted and replaced as follows:

“The term of this Agreement shall be for 5 (Five) years beginning on September 1, 2020 and shall end on August 31, 2025”

SECTION 19. INDEMNIFICATION. The penultimate sentence in Section 19 is hereby modified to read as follows (the remainder of Section 19 will remain, to the extent not modified herein):

University shall not be liable to Payee or to any licensee or to any third party, as the result of activities by Payee or any licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Payee or any licensee because of any patent, copyright or trademark held by a third party. Payee shall hold harmless and indemnify University from all liability, responsibility, damages, judgments, actions, and costs caused by Payee’s infringement of third party intellectual property, including patents, trademarks and copyrights, except to the extent relating to any claims regarding the use of the Indicia by Payee in accordance with the terms and guidelines set forth under this Agreement. Payee shall require via written agreement for each licensee licensed by Payee pursuant to this Agreement to hold harmless and indemnify University from all liability, responsibility, damages, judgments, actions, and costs caused by such licensee’s infringement of third party intellectual property, including patents, trademarks and copyrights, except to the extent relating to any claims regarding the use of the Indicia by such licensee in

accordance with the terms and guidelines set forth under this Agreement and the license agreement executed pursuant hereto.

SECTION 25. NOTICES. Section 25 is hereby modified such that all notices to be sent to Payee shall be sent to the following:

For Payee:

Collegiate Licensing Company, LLC

Attn: Cory Moss

1075 Peachtree Street NE, Suite 3300

Atlanta Georgia 30309

(770) 956-0520

Cory.Moss@clc.com

With a copy to:

Collegiate Licensing Company, LLC

Attn: General Counsel

1075 Peachtree Street NE, Suite 3300

Atlanta Georgia 30309

SECTION 30. PUBLIC RECORDS, CONTRACT FOR SERVICES. Section 30 is hereby deleted in its entirety and replaced as follows:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

SECTION 37B. LEGAL. In Section 37B, the following text is added to the end of the first sentence, “only in the event and to the extent legally required to establish University’s standing in such action(s).”

ATTACHMENT “A” PRICE SCHEDULE –

- Paragraph 1 is hereby deleted in its entirety.
- Paragraph 3 is hereby deleted in its entirety.
- Paragraph 4 is hereby deleted and replaced as follows:

“4. Section 10 of the Agreement is deleted and replaced as follows:

With regard to all annual revenue received by Payee resulting from the use of the Indicia, including all royalties, advances, signing bonuses, minimum guarantee payments, trade, or other non-monetary compensation, incentives or payments from University’s licensees during the term of this Agreement and any extensions and/or renewals, Payee shall pay the University as follows:

87.5% of all gross royalties up to \$1.5M,
88% of all gross royalties from \$1.5M to \$2M, and
88.5% of all gross royalties above \$2M.

Payee shall retain the balance thereof as its compensation for the services provided under this Agreement.”

ATTACHMENT “B” PERFORMANCE CRITERIA -

- Paragraph 1F is hereby deleted and replaced as follows:

“F. Provide staff licensing and intellectual property counsel to the University for the purpose of assisting and supporting University with its registration of marks through the U.S. Patent and Trademark Office (USPTO) at no additional cost. Such assistance and support may include providing guidance with respect to the trademark registration process, strategic advice regarding which trademarks to register and in which classifications, and direction as to where to find specimens of use in connection with trademark applications.

- Paragraph 4E is hereby deleted and replaced as follows:

“E. Provide in-house design capabilities as mutually agreed from time to time to: (i) complement University’s trademark portfolio, and (ii) provide signage and design support for marketing activities; all on a work-for-hire basis, with ownership assignment to the University, all at no additional cost to the University.

- Paragraph 5E is hereby deleted and replaced as follows:

“E. Conduct contract compliance audits with licensees on a regular basis and follow up to ensure all discrepancies are resolved.

- Paragraph 6E is hereby deleted and replaced as follows:

“E. Payee shall be responsible for reviewing the Official Gazette to support the University’s monitoring of applications of trademarks that may be confusingly similar to those of the University and shall promptly inform the University upon the discovery of any applications of trademarks that may be confusingly similar to those of the University.

ATTACHMENT “C” INDICIA -

- Attachment “C” Indicia is deleted in its entirety and replaced with a new Attachment “C” attached to this Amendment One as Schedule “1”.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

**THE UNIVERSITY OF CENTRAL
FLORIDA BOARD OF TRUSTEES**

Alexander Cartwright

BY: Signed: Friday, October 16, 2020

NAME: Dr. Alexander Cartwright

TITLE: President

DATE: _____

**COLLIGATE LICENSING
COMPANY, LLC**

Cory Z. Moss

BY: Signed: Monday, October 12, 2020

NAME: _____

TITLE: _____

DATE: _____

Schedule “1” to Amendment One

ATTACHMENT “C” INDICIA

[UCF to provide new Art Sheet]

APPENDIX B

UNIVERSITY OF CENTRAL FLORIDA is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

University of Central Florida (UCF)			Verbiage		
Current Revision Date: 05/02/17			University of Central Florida ® UCF ® Knights ™ UCF Knights ™ University of Central Florida Knights ™		
Established: 1963 Location: Orlando, FL Mascot: Knights Mascot Name: Knightro Conference: American Athletic Conference (AAC)			Once a Knight, Always a Knight™ Knightro™ Citronaut™		
Gold	Alternate Gold	Institutional Gold	Anthracite	Black	White
PANTONE 4515 C MADEIRA: 1193 RA: 2542	PANTONE 7562 C MADEIRA: 1338 RA: 2570	PANTONE 7406 C MADEIRA: 1068 RA: 2462	PANTONE 447 C MADEIRA: 1241 RA: 2541	PANTONE Process Black C MADEIRA: Black RA: Black	White MADEIRA: White RA: White
Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.					

Primary Athletics Marks				UCF USA Mark	
1	2	3	4	15	16
5	6	7	8		
				Secondary Athletics Mark	
				17	18
				19	20
				21	22
				23	24
				25	26
				Athletics Word Marks	
				27	28
				29	30
				31	32
				33	34

In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by UNIVERSITY OF CENTRAL FLORIDA shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

APPENDIX B

UNIVERSITY OF CENTRAL FLORIDA is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.



University of Central Florida (UCF)

Current Revision Date: 05/02/17

Secondary Athletics Marks



35



36



37



38

Institutional Marks



39



40



41



42



43



44



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48



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• Tab marks (20-23) include the box.

• All Institutional Marks must appear in the approved color combinations of gold, black and/or white.

ADDITIONAL PERTINENT INFORMATION

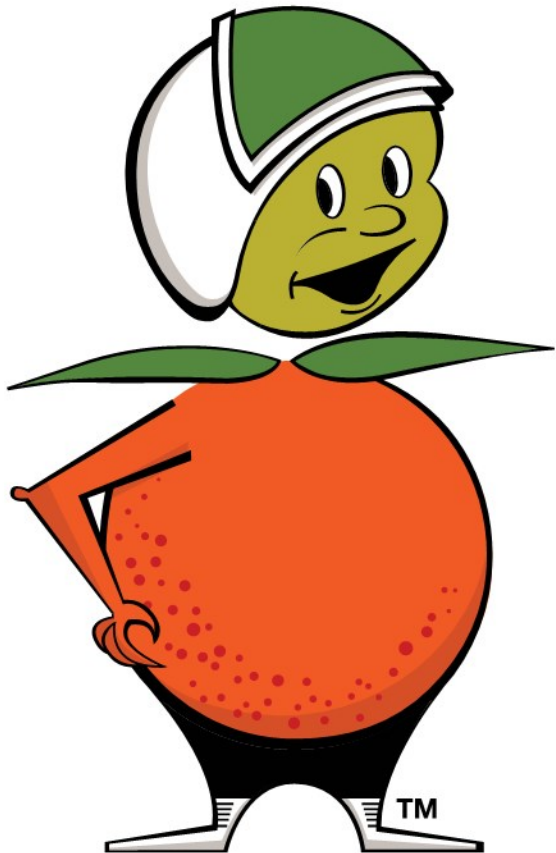
- University seal not permitted on products for resale (reviewed on a case-by-case basis)
- No alterations or overlaying graphics to seal permitted
- University licenses consumables (must have expiration date on packaging)
- University licenses health and beauty products
- University permits numbers on products for resale
- Mascot caricatures permitted
- Cross licensing with other marks may be permitted with an additional agreement

- No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations
- No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks
- Do not use the term "Central Florida" when referring to the University; only use the terms "University of Central Florida" or "UCF"
- When using the term "University of Central Florida", the type must be equal or "University of" must be proportionate to "Central Florida" (approximately 70% of Central Florida) so as to not accentuate "Central Florida"

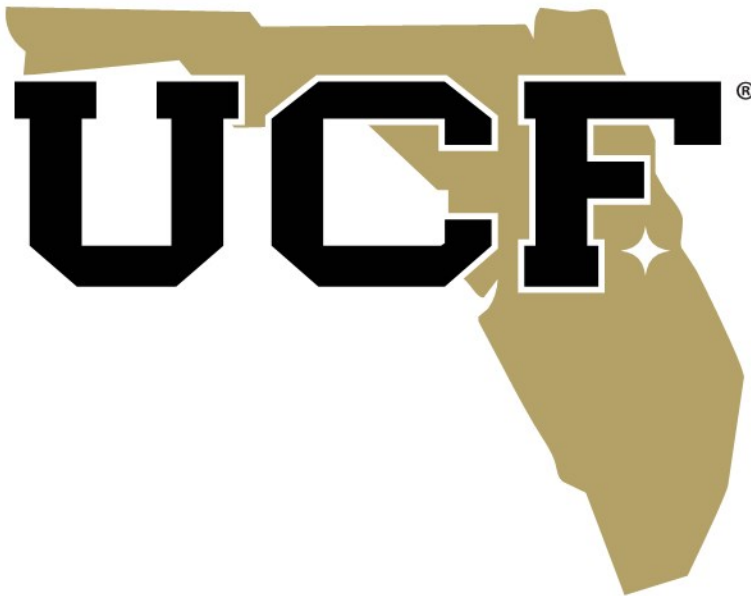
In addition to the Indicia shown above, any Indicia adopted hereafter and used or approved for use by UNIVERSITY OF CENTRAL FLORIDA shall be deemed to be additions to the Indicia as though shown above and shall be subject to the terms and conditions of the Agreement.

VERBIAGE		GENERAL INFORMATION	
University of Central Florida ® UCF ® Knights™ UCF Knights™ University of Central Florida Knights™ Once a Knight, Always a Knight™		LOCATION: ORLANDO, FL MASCOT: KNIGHTS MASCOT NICKNAME: KNIGHTRO	ESTABLISHED DATE: 1963 CONFERENCE: CONFERENCE USA

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