

TRADEMARK SUBLICENSE AGREEMENT

THIS AGREEMENT (“License Agreement”) is made as of _____ day of _____, 2026 (“Effective Date”), by and between the Connecticut Semiquincentennial Commission AKA America 250 | CT Commission (“Sublicensor”) and _____ (“Sublicensee”).

WHEREAS, AMERICA250.ORG, INC., a Delaware nonprofit corporation is the exclusive licensee of the Marks owned by the United States Semiquincentennial Commission as shown in Exhibit A, attached hereto and made a part hereof and such license empowers AMERICA250.ORG, INC. to grant licenses to use the Marks and allow others to sublicense the Marks; and,

WHEREAS, Sublicensor is in possession of a sub-license from AMERICA250.ORG, INC., to use the Marks, and is empowered to sublicense such Marks; and,

WHEREAS, Sublicensee wishes to obtain a sublicense from Sublicensor to use the Marks stated herein; and,

WHEREAS, Sublicensor desires to grant Sublicensee a sublicense for such use of the Marks.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. *Grant and Scope.* Sublicensor’s Grant of License to Sublicensee. For the use during the Term, and on the terms and subject to the conditions in this License Agreement, Sublicensor hereby grants to Sublicensee a fully paid, royalty free,

limited, non-exclusive, non-transferrable, non-sublicensable and revocable right to use, and Sublicensee hereby undertakes to use the Marks.

2. *Use.* Sublicensee may use the Marks for the following authorized purposes:
 - 2.1 Preparing programming, events, and celebrations for commemorating the 250th anniversary of the founding of the United States, the historic events preceding that anniversary, and the legacy of the Declaration of Independence; and
 - 2.2 Planning, encouraging, developing and coordinating observances and activities commemorating the historic events that preceded that anniversary and are associated with the United States Semiquincentennial.
 - 2.3 In preparing these events and programs, Sublicensee shall emphasize the following: (a) locations of historical significance to the US and/or Sublicensor's state/territory; (b) the role of persons and locations with significant impact on the history of the US and/or their state/territory; and/or, (c) the ideas associated with the Declaration of Independence and the founding of the nation.
 - 2.4 In order to protect the goodwill in the Marks, AMERICA250.ORG, INC. and/or Sublicensor reserves the right to review and approve all uses of the Marks. Sublicensee shall, on an annual basis, submit to Sublicensor a statement of compliance attesting that it is abiding with the terms of the agreement along with samples of all goods, merchandise and promotional materials created since the last report that bear the Marks. Sublicensee shall indicate on all product packaging, tags, packaging inserts, promotional documents and on pages of its web sites displaying the Marks a statement that the Marks are trademarks of the United States Semiquincentennial Commission and are used pursuant to a license. Sublicensee further agrees to include all notices and legends with respect to the Marks as may be required by the Branding Guidelines, applicable federal, state and local trademark laws or which may otherwise be reasonably requested by AMERICA250.ORG, INC. and/or Sublicensor. Sublicensee hereby agrees to take no action that have, or may have, an adverse effect on the United States Semiquincentennial Commission's intellectual property rights.

3. *Non-Exclusivity.* The rights and license granted to Sublicensee hereunder is non-exclusive, and Sublicensor shall be free to itself use or grant others the right to use the Marks.
4. *Quality Control.* Anything bearing Marks shall be of a high quality and in compliance with the Branding Guidelines. In the event that the Marks are used in a way that falls below this standard, and Sublicensee has not taken appropriate steps to restore such quality within ten (10) days after notification by AMERICA250.ORG, INC. or Sublicensor, Sublicensor shall have the right to terminate this Agreement.
5. *Sub-license.* Under the sublicense granted by Sublicensor to Sublicensee hereunder, Sublicensee may not grant the right to use the Marks to third parties without the prior written approval of AMERICA250.ORG, INC. and/or Sublicensor.
6. *Rights In Licensed Marks.*
 - 6.1 Sublicensee Shall Not Impair Rights in Marks. Sublicensee will not contest or impair the United States Semiquincentennial Commission's rights in the licensed Marks. Sublicensee shall not represent that it has any ownership in the licensed Marks or that it owns any registrations thereof.
 - 6.2 Duty to Preserve Goodwill. Sublicensee recognizes that the licensed Marks symbolize and represent a reputation of great value, and Sublicensee undertakes always to act and to produce goods and/or services of such quality as to enhance and increase the excellent reputation of the Marks as a symbol of high quality goods and services.
 - 6.3 Ownership of Marks. Sublicensee acknowledges that the United States Semiquincentennial Commission is the owner of the Marks; that Sublicensee's use of the Marks will inure to the benefit of the United States Semiquincentennial Commission; and that the United States Semiquincentennial Commission owns any

and all derivative marks, terms and expressions that contain or otherwise include the Marks.

7. Sublicensee's Responsibilities

7.1 Duty to Inform Sublicensor of Unauthorized Uses. If Sublicensee becomes aware of any unauthorized use of the licensed Marks by any third party, Sublicensee agrees to inform Sublicensor of such knowledge, notice or information within fifteen (15) days.

7.2 Enforcement of Rights in Marks. Sublicensee shall never, on its own, initiate or prosecute any administrative or court proceeding or litigation against any unauthorized use or any unauthorized application or registration of any mark likely to cause confusion with the licensed Marks.

7.3 Covenant Not To Register Marks. Sublicensee shall never register or seek to register the licensed Marks, or any confusingly similar mark, in the United States Patent and Trademark Office, in any foreign national or regional trademark office, or in any state or in any territory.

7.4 Covenant Not to Challenge Rights in Marks. Sublicensee shall never challenge or attack the licensed Marks in any judicial or administrative proceeding and shall never assist any other party to attack or challenge the licensed Marks in any judicial proceeding or in any administrative proceedings in the United States Patent and Trademark Office, in any foreign national or regional trademark office, or in any state, or in any territory. Other than as permitted by this Agreement, Sublicensee shall never use the licensed Marks, or any confusingly similar mark in the United States and its territories or any other country.

8. *Term.* Except as otherwise provided herein, this Agreement shall remain in full force and effect until December 31, 2027 unless either party provides three (3) months written notice to the other of its intention to terminate the Agreement.

9. *Termination.*

9.1 Termination Rights. Sublicensor or Sublicensee may terminate this License Agreement upon thirty (30) days written notice to the other party for any reason whatsoever: and, immediately with written notice to the other party in the event that such other party commits a breach or is in default of any provision of this License Agreement and such breach remains uncured thirty (30) days after written notice of such breach. In the event Sublicensor's license with AMERICA250.ORG, Inc., terminates for any reason, this License Agreement shall immediately terminate effective on the date Sublicensor's license with AMERICA250.ORG, Inc. terminates.

9.2 Rights and Duties Upon Termination. Upon termination of this License Agreement for any reason: (i) the license granted in Paragraph 1 herein shall immediately cease and all rights granted to Sublicensee hereunder shall forthwith revert to Sublicensor; and (ii) Sublicensee shall immediately cease and refrain from further use of the Marks and sales and distribution of goods and services bearing the Marks.

10. *Indemnification.* Sublicensee shall indemnify, defend, and hold harmless Sublicensor, AMERICA250.ORG, INC., the United States Semiquincentennial Commission and their respective successors and assigns, directors, committee members, officers, employees, members, representatives and agents from and against any and all loss, liability, damage, claim, suit, demand and expense, including, but not limited to, judgments, taxes, fines, penalties, court costs and attorneys fees, arising in connection with or related to any act or omission (including, without limitation, any breach of this Agreement) of Sublicensee.
11. *Notices.* Any notice, demand, or communication required or permitted to be given by any provision of this License Agreement shall be deemed to have been sufficiently given or served for all purposes upon: (a) the actual receipt by the recipient, if notice is given by personal delivery or any method not described below; (b) one business day after mailing, if notice is given by reputable overnight commercial courier service; (c) four business days after mailing, if notice is given

by U.S. mail, postage prepaid, certified or registered, return receipt requested; and (d) when sent, if notice is given by electronic mail or facsimile and a confirmation copy of such notice is simultaneously sent as described in subsection (a), (b) or (c) above. Unless either party notifies the other party in writing or the other party has actual knowledge of a change of name or address, notices shall be addressed as follows:

Sublicensor: America 250 | CT Commission

Name: America 250 | CT Commission
Address: 100 Riverview Center, Suite 290
Middletown, CT 06457
Telephone: 860-986-6704
Email: info@ct250.org

Sublicensee: _____

Name: _____
Address: _____

Telephone: _____
Facsimile: _____

12. *Nonwaiver.* No term or provision hereof shall be deemed waived or any breach excused, unless such waiver or consent shall be in writing and signed by the party claimed by the other to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13. *Partial Invalidity.* If any term or provision of this License Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this License Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14. *Governing Law.* The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the state and federal courts of the District of Columbia.
15. *Headings.* The headings used in this License Agreement are for reference purposes only and shall not be deemed a part of this agreement.
16. *Entire Agreement.* This License Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, supersedes all previous negotiations or proposals, and may only be modified by an amendment executed in writing by both parties hereto.
17. *Representations and Warranties.* The parties hereby warrant that the undersigned have the unencumbered right, power and authority to execute this License Agreement and perform its obligations hereunder and to grant the rights set forth herein.
18. *Counterparts.* This Agreement may be signed by the parties in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their duly authorized representatives.

America 250 | CT Commission

By: _____

Name: Jason Mancini

Title: Executive Director

By: _____

Name: _____

Title: _____

EXHIBIT A

Licensed Marks

Serial No. (SN)	Mark/Name	Application Date
SN 98167203	 The logo consists of the word "AMERICA" in a bold, sans-serif font above the number "250". The "250" is rendered in a thick, stylized, and slightly curved font.	September 6, 2023
SN 88638107	AMERICA250 (non-stylized)	October 1, 2019