

## LICENSING AGREEMENT

The purpose of this LICENSING AGREEMENT is to memorialize the following agreement existing between URANTIA Foundation, a religious educational foundation created by Declaration of Trust dated January 11, 1950, having its principal office at 533 Diversey Parkway, Chicago, Illinois 60614 (referred to in this Agreement as "the Foundation"), and a constituent society of the URANTIA Brotherhood (referred to in this Agreement as "the Society"), having its principal office at the URANTIA Brotherhood being a social, fraternal, and non-profit association with a religious objective, and having its principal office at 533 Diversey Parkway, Chicago, Illinois 60614 (referred to in this Agreement as "the Brotherhood").

The following facts form the basis for this LICENSING AGREEMENT:

The Foundation, upon its establishment in 1950, commenced the use of the word URANTIA (in this Agreement, merely for convenience, sometimes called "the Word") and of a symbol comprising three concentric circles (in this Agreement, merely for convenience, sometimes called "the Symbol"), to identify itself, its various publications, and its religious educational services, and has registered both the Word and the Symbol as its trademarks and as its service marks, and has adopted and used the Word and the Symbol as collective membership marks.

The Society is a duly authorized, chartered, and recognized, social religious educational, non-profit association affiliated with the Brotherhood, and the Society desires to be authorized and permitted by the Foundation to make certain limited uses of the word URANTIA and of the concentric-circles symbol, as communicated from time to time, by the Foundation.

The Foundation and the Society are agreed that it is desirable that the proposed authorization and agreement be memorialized by an instrument in writing (executed in duplicate), for the benefit and protection of the parties and of their use of the word URANTIA and of the concentric-circles symbol as service marks and collective membership marks.

In consideration of the foregoing facts, which are an integral part of this Agreement, and of the respective covenants and undertakings of the parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Foundation and the Society agree as follows:



1. The Foundation hereby grants to the Society the non-exclusive and non-transferable license and permission to use the word URANTIA as the distinguishing part of the name of the Society, and to use and display the word URANTIA and the concentric-circles symbol as service marks and collective membership marks (but not as trademarks) in connection with official Society activities (now specifically granting permission for the use of these marks on the items of stationery, certificates, awards, membership cards, and badges or name tags), but for no other purpose nor in any other manner without prior written permission from the Foundation.

2. The Society agrees that:

(a) It shall use and display the Word only in such manner, and in such style of lettering and/or in association with such other accompanying material, as the Foundation may from time to time communicate to the Society;

(b) It shall use and display the Symbol only in such manner, and in such color and/or in association with such other accompanying material, as the Foundation may from time to time communicate to the Society;

(c) It shall use and display its name (including the word URANTIA) and the Symbol, only in connection with its performance of non-profit services of a nature and quality which conform to the standards and guidelines which the Foundation may from time to time communicate to the Society;

(d) It shall not use the word URANTIA or the Symbol as a part of any composite trademark, nor (other than with one another) as a part of any composite service mark or composite collective membership mark, of the Society, nor in connection with any other trademark, service mark, collective membership mark, word, symbol, letter, or design, or as a business style;

(e) It shall not at any time (either during the continuance of this Agreement or at any time thereafter) adopt or use any trademark, service mark, collective membership mark, trade name, business style, or form of advertisement, of such similarity to the word URANTIA or to the Symbol that the use of such other mark would be likely to cause confusion, or mistake, or deception;

(f) It shall display appropriate notices of registration of the word URANTIA and of the Symbol, as from time to time directed by the Foundation;

(g) It shall conduct all its activities in

accordance with the highest moral and ethical standards, and shall at all times exert its best efforts to maintain, promote, and create good will for the benefit of the Foundation in connection with the Society's use of the word URANTIA and of the Symbol in connection with its said activities;

(h) To insure the observance of the provisions set out immediately above and any other requirements as may be communicated by the Foundation from time to time, the Society shall permit representatives of the Foundation to review, at all reasonable times, the nature and quality of the services and activities being performed and conducted by the Society in connection with which the Society proposes to make use or display of the word URANTIA and/or of the Symbol.

3. The Society acknowledges the Foundation's exclusive ownership of, and sole right, title, and interest in and to, the word URANTIA and in and to the Symbol as trademarks, service marks, and collective membership marks of the Foundation, and further acknowledges and agrees that use thereof by the Society shall inure to the benefit of the Foundation.

4. The Society shall not at any time knowingly do or cause to be done any act or thing which will directly or indirectly adversely affect the status or character of the word URANTIA and/or the Symbol as trademarks, service marks, and collective membership marks of the Foundation and shall not contest -- or take any action which will in any way impair, or tend to impair, any part of -- the Foundation's ownership of, or sole right, title, or interest in and to, the word URANTIA and in and to the said Symbol, as stated above.

5. In the event that any infringement, threatened infringement, or mis-use, of the word URANTIA and/or of the Symbol by any third party is brought to the attention of the Society, the Society shall notify the Foundation as soon as possible of all the facts known, or readily available, to it relating to such infringement, threat of infringement, or mis-use. In such event, the Society shall provide all information and assistance in its power to assist the Foundation in any action, suit, or other proceeding, relating to such infringement, threatened infringement, or mis-use; provided, however, that the institution and maintenance of litigation or other proceedings in connection therewith shall at all times be at the sole discretion and expense of the Foundation.

6. The Society shall assist the Foundation (at the Foundation's sole expense) in maintaining the word URANTIA and the Symbol as valid and subsisting service marks and collective membership marks, in supplying any records, documents, or



material requested by the Foundation in connection with applications by the Foundation for the registration of the Word and/or the Symbol, and in preserving and supporting in a valid and enforceable condition any and all registrations thereof, which have heretofore been or may hereafter be, issued to the Foundation. The Society shall not, at any time (either during the continuance of this Agreement or at any time thereafter), file application in any jurisdiction to register the word URANTIA or the Symbol, or any confusingly similar word or symbol, as a trademark, service mark, or collective membership mark.

7. In order further to protect the Word and the Symbol, and the rights of the Foundation therein, the Society shall, whenever the Foundation may request it (but at the Foundation's expense), join with the Foundation in applying for the recordal of this Agreement, or any portion or abridgement hereof, in such governmental or other appropriate office or offices as the Foundation may designate, and shall in that connection execute such further documents -- including, e.g., Registered User applications and agreements -- as the Foundation may request, and shall join with the Foundation in recording such further documents as may be necessary or desirable.

8. This Agreement shall be effective indefinitely so long as the Society is affiliated with the URANTIA Brotherhood; but if either the Foundation or the Society shall fail to perform any of the obligations imposed upon it by this Agreement, or shall commit a breach of any of the provisions of the Agreement, and if such failure or breach shall continue for a period of thirty (30) days after the delivery of written notice thereof from the other party to any two (2) officers of the party charged with the failure or breach, without satisfactory explanation or excuse, from the party charged, this Agreement may be cancelled and terminated at the option of the complaining party, exercisable by delivery of written notice to that effect to the party charged with the failure or the breach.

9. Upon termination or cancellation of this Agreement, the Society shall immediately cease and desist from any and all use of the word URANTIA and of the Symbol.

10. Neither this Agreement nor any interest herein is or shall be assignable or transferable by the Society (whether by way of assignment, sub-licensing, or otherwise) unless the written approval and consent of the Foundation to any such assignment or transfer is first obtained.

11. The interpretation and enforceability of this Agreement, and the sufficiency or insufficiency of performance hereunder by each of the parties, shall be governed in all respects by the laws of the State of New York.

12. Any notices given, authorized, or required to be given, hereunder by one party to the other shall be made in writing and shall be deemed to have been given immediately upon physical delivery thereof to an officer of the other party, or to have been given seventy-two (72) hours after mailing of the notice at any post office in the United States, by certified or registered mail, first class postage prepaid, addressed to the address of the other party as above stated or to any subsequent address of which the party in question has given written notice to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective official seals (if any) to be hereunto affixed, by their respective officers who are duly authorized so to do.

Signed and sealed at Chicago, Illinois this \_\_\_\_ day of \_\_\_\_, 19\_\_.

URANTIA Foundation

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Signed and sealed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_, 19\_\_.

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary