

LICENSE AGREEMENT

This License Agreement (this "Agreement") is made this ___ day of May 2007 by and between School Board of Sarasota County (hereinafter "Licensor") and Team Edition Apparel, Inc., 4208 19th Street Ct. East; Bradenton, Florida 34208 (hereinafter "Licensee"). In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows.

I. Definitions

1. "Licensed Marks" means the designs, trademarks, service marks, logographics, and /or symbols that are associated with the Licensor as set forth on Exhibit A attached hereto.
2. "Licensed Articles" means the articles of merchandise or products using one or more of the Licensed Marks.
3. "Net Sales" means the gross invoice amounts billed customers less quantity discounts actually allowed and taken by the customer and any credits for returns actually made as supported by credit memos issued to customers. No costs incurred in the manufacturing, selling, advertising, or distributing the goods, or any indirect expenses shall be deducted, nor shall any deduction be made for uncollectible accounts, cash discounts, or similar allowances.

II. Grant of License

1. Subject to the terms and conditions of the Agreement, Licensor hereby grants to the Licensee a nonexclusive license to use the Licensed Marks on and in conjunction with the marketing, promotion, and sale of the Licensed Articles in the United States and its territories.
2. With the exception of the subcontractor(s) approved in advance and in writing by Licensor, Licensee shall have no right to sublicense others to use the Licensed Marks

III. Royalty Payments and Reports

1. Rate. Licensee agrees to pay Licensor a royalty of twelve percent (12%) of Net Sales of all Licensed Articles sold during the term of this Agreement and any renewals thereof.
2. Reports and Records. Licensee shall provide quarterly reports to Licensor within thirty (30) days following the last day of the months of March, June, September and December (calendar quarter) on all Licensed Articles manufactured, distributed, and sold. Quarterly reports must be submitted regardless of whether royalties are due.
3. Compliance Reviews. Licensee agrees to keep full and accurate records to show the basis for calculation of royalties and such records shall be open to inspection by Licensor's representative at reasonable times and within normal business hours and upon 48 hours notice. In the event that a compliance review shows an underpayment greater than \$1,000 for any calendar quarter, the Licensee shall reimburse Licensor for the reasonable costs and expenses of the review.

IV. Term

The initial term of this Agreement shall be for one year and shall be automatically renewed for additional one-year terms unless terminated by either party with or without cause on ninety (90) days' prior written notice to the terminated party. Upon such termination, all rights granted to Licensee herein shall cease, except that Licensee may sell all products in inventory at the time of termination provided that the Licensee shall pay to Licensor the royalties thereon and provide reports as required in Section III.

V. Usage of Licensed Marks

Licensee agrees to use the Licensed Marks in accordance with any usage guidelines that Licensor has established for the Licensed Marks and that Licensor shall reasonably specify in writing from time to time. After the required approval of production samples has been secured, Licensee shall not depart therefrom in any material respect without first obtaining the express written approval of Licensor.

VI. Approval Procedures for Products

1. With respect to each different product which Licensee proposes to sell under this Agreement, Licensee shall submit to Licensor, without charge, one (1) sample for Licensor's approval prior to production.
2. Licensor agrees to use reasonable efforts to notify Licensee in writing of approval or disapproval by Licensor of any samples or other material submitted to Licensor within five (5) business days after Licensor's receipt of such materials, and agrees, in the case of disapproval, to notify Licensee, in writing of the reasons for disapproval. Licensor shall not unreasonably withhold its consent.

VII. Representations and Warranties

Licensor represents and warrants that (i) it is the owner or duly authorized licensee (with authority to delegate or assign) of the Licensed Marks, (ii) it has the exclusive right and full authority to grant the rights granted herein, and (iii) the use of the Licensed Marks as set forth herein will not infringe upon any right of any kind of any third party nor require the consent of any third party, and if necessary, that such consent has been obtained. Licensor further represents that all action has been taken, as necessary, for Licensor to be authorized to enter into this agreement.

VIII. Limitations on Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, OR ANY SPECIAL INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. Termination

Either party shall have the right to terminate this Agreement if the other party hereto fails to perform any material term of this Agreement and does not cure such failure within (30) days after it receives notice of such failure from the non-breaching party.

X. Notices

All notices shall be provided in writing, by certified mail, return receipt requested, or in person to the parties at their respective addresses first set forth below, until such time as a party notifies the other party in writing of a change of address for notices:

If to Licensee, to: Team Edition Apparel, Inc.
4208 19th Street Ct. East
Bradenton, Florida 34208
Attn: Sarah Coker

If to Licensor, to: School Board of Sarasota County
1960 Landings Blvd.
Sarasota, FL 34231-3331
Attn:

XI. Relationship

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties and neither party shall have the right or authority to act/speak for or behalf of the other party.

XII. Enforcement

Licensor will endeavor to investigate unauthorized use by others of the Licensed Marks brought to its attention by Licensee. If Licensee becomes aware of any impairment, infringement, threatened impairment, or threatened infringement of the Licensed Marks, Licensee shall promptly notify Licensor who may then take such appropriate actions it deems necessary.

XIII. Assignment

This Agreement shall not be assigned by either party, without the other party's prior written consent.

XIV. Integration

This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and replaces and supersedes any and all prior agreements, negotiations and understandings, and no modifications or revisions of this Agreement shall be of any force or effect unless the same are in writing and executed by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Team Edition Apparel, Inc.

School Board of Sarasota County

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Approved for Legal Content
June 18, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

EXHIBIT A
LICENSED MARKS
[to be completed]