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Memorandum

To: National Elected and Appointed Officers, and State President
From: Patrick R. Sturdy, National Legal Counsel
Re: National Trademark Licensing Program
Date: April 8, 2013

To further protect and preserve that AOH's name and logo, that National Board has registered both the name and the logo of the AOH with the United States Patent and Trademark Office. These federal registrations provide the AOH with a number of benefits; the most important of which, is making it easier for the National Board to prove that someone is using and/or abusing the name or logo without permission. This helps the National Board preserve the identity of our great Order.

Federal law requires that the National Board take steps to protect and preserve the AOH's rights in its name and logo, as well as the new federal registration. To accomplish this, the National Board has adopted a licensing program aimed at allowing each State, County and Division board to continue using the name and logo, while at the same time, preventing non-AOH individuals or entities from taking advantage of or abusing the AOH's name and logo.

This new licensing program is not intended to limit any State, County or Division board's use of the name or logo in connection with its activities in the Order. Accordingly, each State, County and Division board is automatically granted a limited, non-exclusive right to continue using the name and logo under this licensing program. State, County and Division boards are not required to take any action to continue to enjoy using the name and logo in connection with the Order.

Examples of allowed continued use include, but are not limited to: letterhead, business cards, signage, web-sites and clothing.

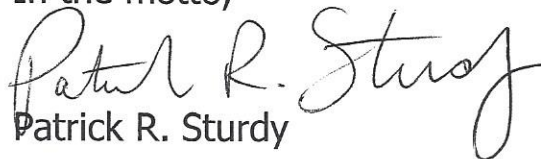
On the other hand, any non-AOH individual, entity or organization is required to complete a licensing application, and obtain approval from the National Board prior to any use of the name or logo in any capacity. A State, County or Division board may hire a non-AOH individual or entity to manufacture any item using the AOH name or logo, without the non-AOH individual or entity obtaining a license from the National Board, so long as the items are being sold directly to the State, County or Division board, which the State, County or Division board may then re-sell to its members. However, if the non-AOH individual or entity is going to sell the items directly to individual members, the non-AOH individual or entity must first obtain a license from the National Board.

State, County and Division boards should notify the National Board immediately if there is any suspicion that a non-AOH individual or entity is engaged in the unauthorized manufacture or sale of items bearing the AOH name or logo. Persons or entities engaged in the unauthorized manufacture or sale of items bearing the AOH name or logo are stealing from the AOH, and are jeopardizing the AOH's valuable trademark rights.

A copy of the License Agreement is attached for convenience. In the event, a third-party wishes to obtain licensing rights, please have the fill the form out and forward it to either President Moore directly or myself.

Should you have any questions regarding the licensing program, please feel free to contact me at psturdy@twmi.rr.com.

In the motto,


Patrick R. Sturdy

Licensing Program for Trademarks of Ancient Order of Hibernian

The terms "Ancient Order of Hibernian" (Registration No. 3830818) and "AOH" (Registration No. 3799055) are Federally registered trademarks, wholly owned by the Ancient Order of Hibernians in America, Inc., a New York Corporation, 31 Logan St., Auburn, New York 13021. Unauthorized use of the terms "Ancient Order of Hibernian" and "AOH" is expressly prohibited without the prior written consent of the National Board of the Ancient Order of Hibernians. Consent may be received by completing the licensing application below, and compliance with the "Rules of Use" contained therein. Any unauthorized use of the above trademarks may subject the user to both criminal and civil penalties.

State, County and Division Boards are hereby granted a limited, non-exclusive license to use the above trademarks on items (such as, letterhead, shirts and hats) which they create for their own use, subject to compliance with the AOH National Constitution and any existing by-laws of a superior board. Under this limited, non-exclusive license, the State, County or Division Board may retain the services of an unaffiliated third-party to produce the item displaying the above trademarks. However, the unaffiliated third-party must complete a licensing application/agreement below, and agree to be bound by its terms and conditions. The unaffiliated third-party will not be licensed to use the above trademarks beyond producing the items for direct use of the purchasing Board's membership. Furthermore, the unaffiliated third-party obtains no rights to the trademarks. Also, the third-party shall not make any other use of the trademarks, including offering for sale the items displaying the trademarks to the membership of other Boards, without obtaining, prior to such use, a license from the National Board by completing the licensing application below.

Any other entity and/or person must obtain licence from the AOH National Board by completing and submitted the following trademark licensing application/agreement, which may and/or may not be granted in the sole discretion of the AOH National Board.

TRADEMARK LICENSE APPLICATION/AGREEMENT

This Trademark License Agreement (License Agreement), between the Ancient Order of Hibernians in America (AOH), and:

Name: _____
Address: _____
Telephone: _____
SSN/TIN: _____

RECITALS

WHEREAS, AOH is the owner of all right, title and interest in and to those certain trademarks "Ancient Order of Hibernian" (Registration No. 3830818) and "AOH" (Registration No. 3799055);

Licensor under this agreement, all goodwill associated with the Trademarks by reason of LICENSEE's use thereof shall inure to the benefit of the AOH.

ASSIGNMENT AND SUBLICENSE

LICENSEE shall have no right to sublicense the rights granted in this agreement. LICENSEE shall have the right to assign this agreement in its entirety to a successor in interest in LICENSEE's right to use the Trademarks, but only upon the express prior written consent of the AOH, provided the assignee agrees in writing to assume all rights and obligations under this agreement. AOH's approval and consent of any such assignment shall not be unreasonably withheld.

PAYMENTS AND STATEMENTS

LICENSEE shall pay to AOH earned royalties calculated at the rate of [percentage] of Gross Sales of Licensed Products.

Within 30 days from the closing date of each calendar quarter occurring after each sale by LICENSEE of Licensed Products, and within 45 days from the date of termination of this agreement for any reason, LICENSEE shall furnish AOH with a written statement showing Gross Sales or distribution of Licensed Products before such date and not previously so reported.

Concurrently with the furnishing of each statement, LICENSEE shall remit to LICENSOR by check at the address shown above a royalty payment in the amount described above.

For the purposes of this agreement, an earned royalty shall be deemed to accrue at the time payment is received by LICENSEE for a sale of Licensed Products.

Throughout the duration of this agreement and for a period of 12 months from the date of termination of this agreement for any reason, LICENSEE shall keep accurate books of account giving particulars of its business relating to the Licensed Products, and shall permit independent auditors appointed by AOH at its expense and acceptable to LICENSEE, at intervals of not less than 12 months during ordinary business hours, to inspect such books of account to the extent reasonably necessary to ascertain the accuracy of the accounting hereunder, and to report to AOH only the amount of royalty payments overdue and owing, if any.

QUALITY CONTROL

LICENSEE acknowledges the valuable goodwill associated with AOH's Trademarks and the importance of not using the Trademarks in a derogatory or demeaning manner. LICENSEE shall maintain the nature and quality of the Licensed Products sold under the Trademarks and all advertising and promotion therefor so as to conform to standards of quality as may be set by AOH from time to time. LICENSEE shall, prior to using any of the Trademarks, and subsequent thereto upon request by AOH, supply to AOH samples of Licensed Products and any promotional materials for the purposes of inspection and written approval and to determine if the products and the usage meet the standards of quality acceptable to AOH. AOH shall promptly review such materials and approve or disapprove them.

LICENSEE shall not use the Trademarks or any variation thereof in any advertising or promotional material in a manner that may (1) detract from or impair the integrity, character, or dignity of the Trademarks or (2) reflect unfavorably upon AOH or (3) infringe upon the proprietary rights of any other person.

LICENSEE agrees that all use of the Trademarks that are registered shall be accompanied with the symbol “®” and all use of the Trademarks that are not registered shall be accompanied with the symbol “TM” or “SM” as appropriate.

LICENSEE further agrees that it will do nothing to challenge the validity of the Trademarks or AOH's ownership of the Trademarks, that it will do nothing detrimental to the reputation and distinctiveness of the Trademarks or the goodwill associated with the Trademarks, and that it will not attempt to register or claim ownership in any of the Trademarks anywhere in the world.

Should LICENSEE fail to comply with any portion of this Agreement, to the satisfaction of AOH, to meet the standards of quality with respect to the Licensed Products established by AOH, AOH shall have the right to terminate this agreement.

OTHER OBLIGATIONS OF LICENSEE

In addition to all other obligations of LICENSEE set forth in this agreement, LICENSEE agrees that it will:

- a. Upon termination of this agreement for any reason whatsoever, immediately cease all use of the Trademarks, and shall not thereafter adopt any other mark or designation confusingly similar to the Trademarks;
- b. Comply with all laws and regulations governing the sale and provision of the Licensed Products in the Licensed Territory, including, but not limited to compliance with regulations of the U.S. Consumer Product Safety Commission, the U.S. Federal Trade Commission, the laws of the 50 states of the United States, and the laws of each country in which Licensed Products are sold.
- c. Cooperate with and assist AOH in any manner reasonably necessary for maintaining or enforcing the Trademarks and to assist in obtaining any additional protection for the Trademarks that AOH may deem advisable.

COMMENCEMENT AND TERMINATION

This agreement shall be effective as of the date signed by the National Board President for the AOH and shall remain in effect thereafter for a term of 12 months unless sooner terminated as follows:

- a. By mutual agreement of the parties;
- b. By AOH, upon 30 days' prior written notice to LICENSEE, in the event LICENSEE fails or

refuses to perform any of its duties or obligations under this agreement; provided, however, that in the event a failure to perform can be remedied within 30 days after such notice is given, such notice shall be null and void if the failure is remedied within such period.

- c. By LICENSEE upon 30 days' written notice to AOH for any reason other than its reliance on any right it may assert or obtain in the Trademarks apart from this agreement.
- d. Notwithstanding the foregoing, the provisions of paragraphs _____ shall survive any termination of this agreement.

This agreement shall be renewable for an additional 12 month term under the same terms and conditions, but only upon a future written confirmation signed by both parties. Notwithstanding anything herein to the contrary, LICENSEE shall have three months to sell off any outstanding inventory upon termination of this agreement, provided all royalty obligations shall apply to such sell-off.

INDEMNIFICATION

LICENSEE agrees to protect, defend, indemnify, and hold AOH, its affiliated companies, and their agents, employees, officers, directors, members harmless from and against any and all claims, demands, liabilities, losses, costs, and expense, including reasonable attorney fees: (1) arising out of any actual or alleged injury to or death of any person, or damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result, directly or indirectly, from the design, manufacture, purchase, shipment, storage, delivery, sale, or other handling of the Licensed Services and Licensed Publications; or (2) resulting from the actual or alleged breach of any obligation imposed upon LICENSEE pursuant to this agreement, or the actual or alleged breach of any other warranty or other covenant made to AOH by LICENSEE.

COMPLIANCE WITH LAW

LICENSEE shall comply with all statutes, ordinances, and governmental rules with respect to the marketing and delivery of the Licensed Products under this agreement and the related use of the Trademarks.

LITIGATION

AOH shall have the exclusive right to file and prosecute claims against third parties for infringement or other invasion of rights in the Trademarks. LICENSEE shall notify AOH as quickly as possible of any circumstances that might give rise to a claim as described in this agreement and provide any reasonable assistance requested or need by AOH to enforce protection in the Trademarks.

RESERVATION OF RIGHTS

AOH shall reserve and does reserve its right to oppose LICENSEE's registration of a mark similar to the Trademarks if or when such mark is published for opposition by the United States

Patent and Trademark Office or published for opposition in any foreign jurisdiction.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that AOH and LICENSEE are contractors independent of each other, that neither has the authority to bind the other or incur any obligations on behalf of the other, and that nothing in this agreement or otherwise is intended to cause either AOH or LICENSEE to be deemed an agent, representative, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. In no event shall AOH be responsible for the legal obligations, including, without limitation, the tort liabilities of LICENSEE.

NOTICE

Any notice required or permitted to be given under this agreement shall be sufficient if provided in writing and sent by registered or certified mail with postage prepaid to the party to whom the same is directed. Either party may change its address for purposes of this agreement by giving the other party notice in writing.

ENFORCEABILITY

If any term, covenant, condition or provision of this agreement is deemed illegal, the remainder of this agreement shall not be affected thereby, and each term, covenant, condition, and provision shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with and governed by the laws and decisions of the State of Michigan, and the exclusive venue for resolution of any dispute between the parties, including the determination of any rights under this agreement, shall be the U.S. District Court for the Eastern District of Michigan.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties with respect to its subject matter. All prior agreements between the parties, whether written or oral, are merged in this agreement and shall be of no force or effect.

AMENDMENTS

This agreement cannot be changed, modified, or discharged orally, but only by an amendment in writing, signed by the party against whom enforcement of the change, modification, or discharge is sought.

THIRD-PARTIES

This agreement shall be enforceable only by the parties to this agreement and their successors in interest by virtue of an assignment that is not prohibited under the terms of this agreement, and no other person shall have the right to enforce any of its provisions. The parties to this agreement have, through their authorized representatives, executed this agreement as of the date listed on the first page.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative as of the date(s) set forth below.

Signing on behalf of Licensor:

By: _____

Date: _____

Print Name: _____

Signing on behalf of AOH:

By: _____

Date: _____

Print Name: _____