# TRADEMARK AUTHORIZATION LETTER

Date: _____

**Licensor:** _____

## RECITALS

A. Licensor owns or controls certain trademarks, service marks, logos, and other brand identifiers described in Schedule A (collectively, the "Authorized Marks").

B. KickPoint, LLC ("KickPoint") manufactures custom golf products for third-party brand owners.

C. Licensor desires to authorize KickPoint to reproduce and apply the Authorized Marks solely in connection with manufacturing products requested by Licensor, and KickPoint is willing to do so subject to the terms of this Letter.

## AGREEMENT

### 1. Grant of Authorization

Licensor hereby grants KickPoint a limited, non-exclusive, royalty-free, non-transferable, revocable license to reproduce and apply the Authorized Marks solely in connection with the manufacture of golf products expressly ordered in writing by Licensor (the "Products"). This authorization conveys no ownership rights and no license other than those expressly stated herein. No rights shall arise by implication, estoppel, or otherwise.

### 2. Scope of Authority

KickPoint shall act solely as an independent contract manufacturer. Nothing in this Letter authorizes KickPoint to market, advertise, distribute, or sell Products bearing the Authorized Marks except as expressly authorized in writing by Licensor.

### 3. Term and Revocation

This authorization becomes effective on the date of execution and remains in effect until the expiration date identified in Schedule A, if any, or until revoked by Licensor by written notice. Revocation shall be effective upon receipt unless a later effective date is specified.

### 4. Ownership and Representations

Licensor retains all right, title, and interest in the Authorized Marks. Licensor represents and warrants that it owns, controls, or otherwise possesses sufficient legal rights to authorize KickPoint's use of the Authorized Marks and has obtained all permissions necessary for KickPoint to manufacture the Products. Licensor further represents that, to its knowledge, the Authorized Marks do not infringe the intellectual property rights of any third party.

### 5. Indemnification

Licensor shall defend, indemnify, and hold harmless KickPoint, its affiliates, officers, directors, employees, agents, contractors, successors, and assigns from and against any

claims, liabilities, damages, judgments, settlements, costs, and reasonable attorneys' fees arising out of or relating to (a) Licensor's ownership or use of the Authorized Marks; (b) allegations that the Authorized Marks infringe or misappropriate any third-party rights; (c) Licensor's sale, advertising, marketing, or distribution of the Products; or (d) any breach of this Letter by Licensor.

### 6. Disclaimer

KickPoint assumes no obligation to independently verify Licensor's ownership of or authority to use the Authorized Marks. EXCEPT AS EXPRESSLY PROVIDED HEREIN, KICKPOINT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### 7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, OR DIMINUTION OF BRAND VALUE. THIS LIMITATION DOES NOT APPLY TO LICENSOR'S OBLIGATIONS UNDER SECTION 5.

### 8. Governing Law

This Letter shall be governed by the laws of the State of New York, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Orange County, New York.

### 9. Entire Agreement

This Letter, together with Schedule A, constitutes the complete agreement between the parties regarding its subject matter and supersedes all prior oral and written communications concerning such subject matter.

## SIGNATURES

| LICENSOR | KICKPOINT, LLC |
|---|---|
| By: _____<br>Name:<br>Title: | By: _____<br>Name:<br>Title: |
| Date: _____ | Date: _____ |

# SCHEDULE A

## Authorized Marks

Licensor represents and warrants that it owns or is otherwise authorized to license the trademarks, service marks, logos, artwork, and other brand identifiers listed below (collectively, the “Authorized Marks”). Licensor authorizes KickPoint to reproduce and apply the Authorized Marks solely in connection with manufacturing the Products identified in Licensor's written purchase orders.

Authorized Marks:

1. ___(provided to KP via email, text or file)_____
2. _____
3. _____

## Term Expiration (Optional)

Expiration Date: _____