

## TRADE NAME AND TRADEMARK LICENSE AGREEMENT

This Agreement is made as of the 29<sup>th</sup> day of August 2006, (hereinafter "Effective Date") by and between Association of Vineyard Churches USA, a nonprofit corporation of the State of Texas (hereinafter referred to as "Licensor"), P.O. Box 2089, Stafford, Texas, 77497 (located at 5115 Grove West Blvd.) and Vineyard Christian Fellowship (hereinafter referred to as "Licensee"), located at 5202 Colorado Street, Duluth, MN 55804.

It is hereby mutually agreed as follows:

1. **TRADEMARKS, PRODUCTS AND LICENSED TERRITORY:** Licensor is a church association and its primary purpose is to partner with churches to advance the Kingdom of God by communicating the Gospel of Jesus Christ in word and deed. This license permits Licensee to carry out only those activities which are in furtherance of these religious purposes.

Licensor is, as between Licensor and Licensee, the owner of the trade names, trademarks and service marks indicated on schedule A attached hereto, and any foreign language equivalents, and made a part hereof (collectively referred to as "Trademarks"). Licensor hereby grants to Licensee a non-exclusive license to use the Trademarks in connection with those religious activities, goods and services indicated on Schedule B attached hereto and made a part hereof ("Licensed Activities, Articles, and Services") and such other fields as may hereafter be agreed upon in writing by Licensor and Licensee in the United States ("Licensed Territory") pursuant to the terms and conditions hereof. Licensee shall not use the Trademarks outside of the Licensed Territory.

Licensee accepts the license of the Trademarks on an "as is" basis, and expressly agrees Licensor shall have no liability of any kind or nature (including without limitation, any obligation to pay damages) in the event any third party claims that Licensee's use of the Trademarks infringes its legal rights.

Nothing contained in this Agreement shall be construed as requiring the filing of any trademark application, the securing of any trademark registration or the maintaining in force of any trademark registration by Licensor.

2. **REVIEW OF USE OF LICENSEE'S TRADEMARKS BY LICENSOR:** In order that Licensor may be assured that the Trademarks and trade names licensed hereby are being properly employed by Licensee from the standpoint of the public, upon reasonable request from Licensor, Licensee shall notify Licensor of the locations of Licensee's use of the Trademarks and/or furnish Licensor with suitable specimens of Licensee's use of the Trademarks. Licensor may review Licensee's use of the Trademarks periodically to evaluate Licensee's furtherance of the religious purposes of Licensor described in this Agreement.

3. **INSURANCE PROTECTION:** Unless otherwise provided below, Licensee shall at all times during the term of this Agreement, at its own expense, keep in force general liability insurance for protection against the claims of all persons, employees, residents, or otherwise, in an amount not less than \$500,000 covering one person, and not less than one

one million dollars covering more than one person and not less than 2 million dollars aggregate insuring both Licensee and Licensor against any liabilities that may accrue against them or either of them by reason of the ownership, maintenance, or operation by Licensee of its premises, whether by reason of Licensor's relationship to Licensee and Licensee's operation of a Licensor church or other activity on said premises or operation or activities related thereto at any place whatsoever.

The insurance shall be placed with an insurance carrier or carriers reasonably satisfactory to Licensor and shall not be subject to cancellation or any material change except after 30 days written notice to Licensor. A certificate of insurance reflecting full compliance with these requirements shall at all times be kept on deposit in the general office of Licensee.

Where Licensee is a church plant or considers itself to be a "smaller" church, generally one with less than 75 regular attendees, Licensee shall provide a letter, executed by an officer of Licensee, stating: 1. the amount of coverage and the reasons therefore; 2. certification that the amount of coverage is adequate for the needs of Licensee pursuant to the advice of a professional insurance broker/agent, and the name of the insurance company and agent; 3. that Licensee's policy names AVC USA as an additional insured.

If Licensee fails to comply with these requirements, Licensor may, but is under no duty to, obtain such insurance and keep the same in full force and effect, and Licensee shall pay Licensor on demand the premium costs thereof.

4. **LIMITED GRANT:** Licensee recognizes that all rights in the licensed Trademarks shall continue to belong exclusively to Licensor. All rights in the Trademarks, other than those specifically granted herein, are reserved to Licensor for its own use and benefit and Licensee acknowledges that all use of the Trademarks, and any related or confusingly similar corporate or trade name, trademark or service mark by Licensee shall inure solely to the benefit of Licensor.

5. **USE:** Licensee agrees to adopt and use the appropriate trademark notice which is the encircled "R" for registered marks, the superscript "TM" for non-registered trademarks and the superscript "SM" for non-registered service marks.

6. **INFRINGEMENTS:** In the event that the Trademark of the licensed trade name is found to be infringed in the Licensed Territory, Licensee agrees to cooperate in suppressing such infringement if a suit or any action is brought by Licensor on account of such infringement. Such suit or action shall be brought in the name of the Licensor with the cost thereof to be borne by Licensor. Licensee shall not have any rights against Licensor for damages or another remedy by reason of Licensor's failure to prosecute any alleged infringements or by others of the trademark.

7. **TERM:** Unless otherwise terminated as provided herein, the term of this Agreement shall be for a period of one (1) year from the Effective Date and will automatically renew for successive one year terms unless either party gives the other party written notice that it will not renew the agreement at least thirty (30) days in advance of the renewal date.

8. **TERMINATION:** (a) Licensee may terminate this Agreement for any reason upon sixty (60) days prior written notice. (b) Should Licensor at any time object to the use of the Trademarks and specify in writing Licensor's grounds for its objections, Licensee

shall immediately cease use of the Trademarks and the licensed trade name on and in connection with such use, including the change of corporate name and sign, or shall promptly meet with Licensor in an effort to satisfy Licensor's objections. If Licensee is unable promptly to satisfy Licensor with respect to the use of the Trademarks or the licensed trade name, Licensee shall then cease further use of the same. c) This license shall terminate immediately if for any reason Licensee ceases to be a member of the Vineyard USA. (d) In the event that for any reason this Agreement is terminated, except upon other terms agreed to in writing between the parties, Licensee shall thereafter discontinue further use of the licensed Trademarks and all right to further use the same, and the good will appurtenant thereto, shall revert solely in Licensor.

9. LICENSE IS PERSONAL: The License herein granted is personal to Licensee and may not be assigned, transferred, pledged, mortgaged or otherwise encumbered by Licensee, in whole or in part; nor may Licensee sub-license any other party under the license herein granted.

10. RELATIONSHIP OF PARTIES: Licensee is and shall be considered an independent contractor with entire control and direction of its operations, subject only to conditions and obligations established by this Agreement. No agency, employment, partnership, or franchise relationship is created by this Agreement. Licensee's organization is separate and apart from anything that may be operated by Licensor. Neither party to this Agreement shall make any representations tending to create a parent, agency, employment, partnership, or franchise relationship. Neither party shall have the authority to act for the other in any manner or to create obligations or debts binding on the other, and neither party will be responsible for any obligations or expenses whatsoever of the other.

11. GOODWILL OF THE TRADEMARKS: Licensee recognizes the great value of the goodwill associated with the Trademarks, and acknowledges that the Trademarks and all rights therein and goodwill pertaining thereto, belong exclusively to Licensor and that the Trademarks have a secondary meaning in the mind of the public.

12. GOVERNING LAW: The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party.

14. NOTICES: All notices under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by facsimile with a receipt confirmed by the transaction statement from the sending machine, to Licensee or to Licensor at the addresses set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by authority of their respective governing bodies.

LICENSOR:

Executed at Stafford, Texas,

By: Burt M. Waggoner

the 1 day of January, 2006

Title: National Director, The Vineyard, USA

Executed at Stafford, Texas,

By: B. T. G.

the 1 day of January, 2006

Title: Board Member, The Vineyard, USA

LICENSEE:

Executed at Duluth, MN,

By: Michael Gathin  
(signature)

the 29<sup>th</sup> day of August, 2006

J. Michael Gathin  
(printed)

Title: president  
(printed)

Executed at \_\_\_\_\_,

By: \_\_\_\_\_  
(signature)

the \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
(printed)

Title: \_\_\_\_\_  
(printed)

SCHEDULE A

TRADEMARKS

Vineyard  
Vineyard Music  
La Viña  
Vineyard Ministries International

## SCHEDULE B

### LICENSED ACTIVITIES, ARTICLES AND SERVICES

#### International Classes:

9 – Electronic goods, namely prerecorded religious teaching, training and worship audio cassette tapes and compact discs.

16 – Printed materials namely brochures, pamphlets, books, newsletters, teaching materials, sermons, conference material and study guides incorporating biblically based beliefs

41 – Providing educational services consisting of teaching, training and other educational and social services

45 – Provisions of religious programs, conferences, seminars and classes, spiritual counseling and church planting activities performed individually or collectively.