

**Pegasus Park Non-Exclusive Trademark License Agreement
For Pegasus Park-Affiliated Individuals and Organizations**

PLEASE READ THE FOLLOWING TRADEMARK LICENSE AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS OR USING ANY OF THE PEGASUS PARK TRADEMARKS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PYRITE CAPITAL VENTURES, LLC, THE OWNER OF THE PEGASUS PARK TRADEMARKS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT USE THE PEGASUS PARK TRADEMARKS FOR ANY PURPOSE.

BY [SIGNING UP AS A TENANT FOR PEGASUS PARK AND REQUESTING TO USE PEGASUS PARK TRADEMARKS]¹, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS AND REGULATIONS.

This Trademark License Agreement (“**Agreement**”) between you, either as an individual or a single entity (“**Licensee**”), and Pyrite Capital Ventures, LLC, a Texas limited liability company (“**Licensor**”), is effective on the date you agree to the terms of this Agreement as set forth herein (the “**Effective Date**”).

WHEREAS, Licensor is the owner of certain trademarks and service marks as identified on Schedule 1 (the “**Pegasus Park Marks**”);

WHEREAS, Licensor licenses the use of the Pegasus Park Marks to third parties for use in connection with their involvement with the Pegasus Park campus and programming (“**Pegasus Park Venture**”); and

WHEREAS, Licensee wishes to use the Pegasus Park Marks for the limited purposes set forth herein and Licensor is willing to grant to Licensee a license to use the Pegasus Park Marks on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by and through their respective officers duly authorized agree as of the Effective Date as follows:

1. Limited License Grant.

1.1 License to Pegasus Park Marks. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term a non-exclusive, non-transferable, non-sublicenseable license to use the Pegasus Park Marks on or in connection with Licensee’s affiliation with the Pegasus Park Venture, including the manufacture, promotion, advertising, and distribution of promotional products, publications, and merchandise (the “**Licensed Materials**”) for use in connection with the Pegasus Park Venture.

1.2 Reservation of Rights. Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement. Without limiting the foregoing, all rights granted to Licensee under this Agreement are subject to Licensor’s reserved right to use the Pegasus Park Marks in its business, including in connection with the manufacture, promotion, advertising, distribution, and sale of the Licensed Materials, or any products or services similar to or competitive with the Licensed Materials.

1.3 Business Names and Domain Names. Without Licensor’s prior written consent, Licensee shall not use the Pegasus Park Marks (or any mark confusingly similar thereto), individually or in combination, as part of (a) its corporate or trade name, or (b) any domain name.

2. Use of the Pegasus Park Marks

2.1 Compliance with Licensor’s Directions. Licensee shall comply strictly with the directions of Licensor regarding the form and manner of the application of the Pegasus Park Marks, including the directions contained in the Licensor brand guidelines as may be posted from time to time. Licensor shall have absolute determination and control, in its sole discretion, over the design, modification, amendment, improvement, manner of application, manner and extent of registration, maintenance, protection, enforcement, licensing, and abandonment of the Pegasus Park Marks. Licensor may from time to time, in its sole discretion, revise or adopt new brand guidelines and will provide notice of same by any reasonable means including posting to its website.

2.2 Trademark Notices. To the extent commercially practicable, Licensee shall ensure that all Licensed Materials published, distributed, or sold by Licensee and all related quotations, specifications, and descriptive literature, and all other

¹ Note to Draft: For the Clickwrap version we need to consider how the licensees will be presented with and ‘accept’ these terms.

materials created by or on behalf of Licensee carrying the Pegasus Park Marks, be marked with the appropriate trademark notices in accordance with Licensor's instructions.

2.3 Marketing. Licensee shall bear the costs of all advertising, marketing, and promotion for the Licensed Materials.

3. Ownership and Restrictions.

3.1 Acknowledgement of Ownership. Licensee acknowledges that (a) Licensor is the owner of the Pegasus Park Marks and all goodwill related thereto, and (b) all use of the Pegasus Park Marks under this Agreement and any goodwill accruing from such use will inure solely to the benefit of Licensor. If Licensee acquires any rights in the Pegasus Park Marks, by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by any of the parties. Licensee agrees not to dispute or challenge, or assist any person in disputing or challenging, Licensor's rights in and to the Pegasus Park Marks or the validity of the Pegasus Park Marks.

3.2 Licensee Restrictions. Licensee agrees that it shall not, during the Term or thereafter, directly or indirectly:

(a) take, omit to take, or permit any action which will or may dilute the Pegasus Park Marks or tarnish or bring into disrepute the reputation of or goodwill associated with the Pegasus Park Marks or Licensor, or which will or may invalidate or jeopardize any registration of the Pegasus Park Marks;

(b) apply for, or obtain, or assist any person in applying for or obtaining any registration of the Pegasus Park Marks, or any trademark, service mark, trade name, or other indicia confusingly similar to the Pegasus Park Marks;

(c) grant or attempt to grant a security interest in, or otherwise encumber, the Pegasus Park Marks;

(d) make any statement or take any action to imply endorsement or sponsorship by Licensor when no such endorsement or sponsorship exists;

(e) use the Pegasus Park Marks in connection with: (i) any product, act, or printed matter that promotes, describes or endorses activity or behavior that is unlawful; (ii) any product, act, or printed matter that promotes, describes or endorses activity or behavior that, if performed, would constitute a safety hazard; (iii) any product, act, or printed matter that that promotes, describes or endorses activity, behavior, or beliefs that can reasonably be deemed offensive to any group of persons, including without limitation activity, behavior, or beliefs related to race, religion, ethnicity, sexual orientation, disability or age; (iv) any product, act, or printed matter that contains a statement, speech, graphic, or textual work that is obscene, defamatory, or slanderous; or (v) other marks that confuses Pegasus Park Marks with other brands or incorporates the Pegasus Park Marks with other brands.

4. Quality Control.

4.1 Compliance with Licensor Specifications. Licensee acknowledges and is familiar with the high standards, quality, style, and image of Licensor, and Licensee shall, at all times, conduct its business and use the Pegasus Park Marks in a manner consistent with these standards, quality, style, and image. Licensee shall comply with the specifications, standards, and directions relating to the Licensed Materials as notified in writing by Licensor from time to time. Licensor representative shall upon reasonable notice be permitted to inspect Licensee's inventory for purposes of confirming compliance with the terms of the Agreement.

4.2 Compliance with Laws. In exercising its rights under this Agreement, Licensee shall comply with, and shall ensure that all Licensed Materials sold or otherwise supplied by Licensee comply with, all applicable laws. Licensee shall promptly provide Licensor with copies of all communications with any governmental, regulatory, or industry authority relating to the Pegasus Park Marks or the Licensed Materials.

4.3 Submission of Materials for Approval. Prior to any use of the Pegasus Park Marks and thereafter at least once in every six months and at any time at Licensor's written request, Licensee shall, at its own expense, supply a reasonable number of production samples or images of the Licensed Materials to Licensor for approval, which may be given or withheld in Licensor's sole discretion. In the event that Licensor rejects any sample, it shall give written notice of such rejection to Licensee within 30 days of receipt by Licensor of the sample. Licensee shall immediately cease distribution of such Licensed Materials and shall not recommence distribution until Licensor confirms in writing that it may do so. In the absence of a written notice of rejection,

within 30 days of receipt of a sample, the sample will be deemed to have been approved by Licensor; however, if later notified by Licensor of any required corrections or changes, Licensee will promptly make changes.

4.4 Rejected, Damaged, or Defective Products. Licensee shall not sell, market, distribute, or use for any purpose, or permit any third party to sell, market, distribute, or use for any purpose, any Licensed Materials which are rejected by Licensor pursuant to Section 4.3, or which are damaged or defective.

4.5 Complaints. Licensee shall promptly, upon Licensor's request, provide Licensor with details of any complaints it has received relating to the Licensed Materials together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by Licensor in respect thereof.

4.6 Subcontracting. Licensee may subcontract the manufacture or development of the Licensed Materials provided that Licensee is liable for all acts and omissions of any subcontractor and shall indemnify, defend, and hold harmless Licensor against all costs, expenses, claims, losses, or damages (whether direct, indirect, or consequential, and including any economic loss or other loss of profits, business, or goodwill) incurred or suffered by Licensor, or for which Licensor may become liable, arising out of any act or omission of any subcontractor, including any product liability claim relating to the Licensed Materials manufactured by the subcontractor.

5. Enforcement.

5.1 Notification. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (a) actual, suspected, or threatened infringement of the Pegasus Park Marks, claim that the Pegasus Park Marks is invalid, or opposition to the Pegasus Park Marks; (b) actual, suspected, or threatened claim that use of the Pegasus Park Marks infringes the rights of any third party; (c) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under this Agreement; or (d) other actual, suspected or threatened claim to which the Pegasus Park Marks may be subject.

5.2 Actions. With respect to any of the matters listed in Section 5.1: (a) Licensor has exclusive control over, and conduct of, all claims and proceedings; (b) Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings; and (c) Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

6. Fees; Taxes. There shall be no fee due to Licensor for the license granted herein provided that Licensee's use of the Pegasus Park Marks is solely in connection with Licensee's affiliation with the Pegasus Park Venture. Licensor, in its sole discretion, shall determine what constitutes use in connection with Licensee's affiliation with the Pegasus Park Venture and may terminate the license granted herein if Licensee's use is improper or does not conform to the requirements of this Agreement. Licensee shall be responsible for any taxes imposed or levied on the Licensed Materials or Licensee's use of the Pegasus Park Marks.

7. Representations and Warranties.

7.1 Licensee Representations and Warranties. Licensee represents and warrants to Licensor that (i) the Licensee representative who assents to these terms has all requisite power and authority to execute and agree to the terms of this Agreement on behalf of Licensee; (ii) Licensee is a company in good standing; (iii) neither the execution of this Agreement nor the consummation by the Licensee of the transactions contemplated by this Agreement will result in a breach of, or shall conflict with, any agreement or contract to which Licensee is a party or by which the Licensee is bound; and (iv) Licensee shall use the Pegasus Park Marks only as authorized herein.

7.2 Disclaimer of Representations and Warranties. The Pegasus Park Marks are licensed "as is" and nothing in this Agreement constitutes any representation or warranty by Licensor that: (a) any Pegasus Park Mark is valid; (b) any Pegasus Park Mark (if an application) shall proceed to grant or, if granted, shall be valid; or (c) the exercise by Licensee of rights granted under this Agreement will not infringe the rights of any person. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT ALLOWED BY LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PEGASUS PARK MARKS, INCLUDING (BUT NOT LIMITED TO), IMPLIED WARRANTIES OF MERCHANTABILITY, CLEAR TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7.3 Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnification.

8.1 Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, representatives, agents, successors, and assigns (each, an “**Indemnified Party**”), from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, (“**Losses**”) arising out of or in connection with any third party claim, suit, action, or proceeding (each, a “**Third-Party Claim**”) relating to any actual or alleged: (a) breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement; or (b) Licensee’s exercise of its rights granted under this Agreement, including any product liability claim or infringement, dilution, or other violation of any intellectual property rights relating to the manufacture, promotion, advertising, distribution or sale of the Licensed Materials.

9. Term and Termination.

9.1 Term. This Agreement will commence as of the Effective Date and, unless terminated earlier in accordance with this Section 9, continue for a period of one (1) year (the “**Term**”).

9.2 Termination Without Cause. Licensor may terminate this Agreement for any reason on giving Licensee not less than 60 days’ written notice.

9.3 Termination for Cause. Licensor may terminate this Agreement immediately on written notice to Licensee if: (a) Licensee breaches this Agreement and (if such breach is curable) fails to cure such breach within ten (10) days of being notified in writing to do so; (b) Licensee (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (c) Licensee challenges the validity or Licensor’s ownership of the Pegasus Park Marks.

10. Post-Termination Rights and Obligations.

10.1 Effect of Termination. On the expiration or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement: (a) all rights and licenses granted pursuant to this Agreement cease; (b) Licensee shall cease all use of the Pegasus Park Marks except as expressly permitted pursuant to Section 10.2; and (c) Licensee shall promptly deliver to Licensor or any other person designated by Licensor, or at Licensor’s option, destroy, at Licensee’s expense, all Licensed Materials that it has not disposed of within sixty (60) days after the date of expiration or termination in accordance with Section 10.2.

10.2 Sell-Off Period. On expiration or termination of this Agreement for any reason other than termination by Licensor pursuant to Section 9.3, Licensee shall have the right to dispose of all stocks of Licensed Materials in its possession and all Licensed Materials in the course of manufacture or production as of the date of termination for a period of sixty (60) days after the date of expiration or termination, in each case, in accordance with the terms and conditions of this Agreement.

10.3 Surviving Rights. The rights and obligations of the parties set forth in this Section 10.3 and Section 3, Section 4.5, Section 6.2, Section 7, Section 8, Section 9, Section 10, and Section 11, and any right, obligation, or required performance of the parties in this Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

11. Miscellaneous.

11.1 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

11.2 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. Any purported assignment, delegation, or transfer in violation of this Section 11.2 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent.

11.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in each case, with confirmation of transmission or receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as may be specified in a notice given in accordance with this Section 11.3).

11.4 Entire Agreement; Severability. This Agreement, together with all Schedules and Exhibits hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.5 No Third-Party Beneficiaries. Except as expressly set for in Section 8 with respect to Indemnified Parties, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

11.6 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by Licensor. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.7 Governing Law; Dispute Resolution. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any other. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, will be resolved exclusively by final and binding arbitration administered by JAMS (www.jamsadr.com) and conducted before a sole arbitrator in accordance with the rules of JAMS. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The language of the arbitration shall be English. Each party shall bear its own expenses in the arbitration. This Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Dallas, Texas, USA. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Notwithstanding the foregoing, claims for preliminary injunctive relief or other pre-judgment remedies may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Schedule 1

Pegasus Park Marks:

1. PEGASUS PARK

