



June 6, 2017

Martyn Barlow Falkland Islands Dek Hockey Association

Ocean View Mullet Creek P.O. Box 502 Falkland Islands South Atlantic FIQQ 1ZZ

Dear Mr. Barlow:

Attached please find your NHLE License Agreement.

Kindly execute where indicated and return via email to my attention at anunez@nhl.com. I will then arrange to have the agreement counter-signed on behalf of the NHL, and return a fully-executed agreement to your attention for your files.

Please note that this license is not in effect until it has been signed by both parties and a fully-executed copy has been delivered to you.

Please do not hesitate to contact me at (212) 789-2057 or via email if you have any questions or comments with regard to this matter.

Sincerely,

Alison Nunez

Director, Intellectual Property Legal and Business Affairs

Attachment



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Ocean View Mullet Creek P.O. Box 502 Falkland Islands South Atlantic FIQQ 1ZZ

Dear Mr. Barlow:

NHL Enterprises, B.V. ("NHLE") is the licensing arm of the National Hockey League (the "NHL") and is entrusted with safeguarding the names, logos, and other identifying insignia of the NHL and its member clubs, including the Arizona Coyotes, Buffalo Sabres, Carolina Hurricanes, Chicago Blackhawks, Detroit Red Wings, Edmonton Oilers, Florida Panthers, Philadelphia Flyers, Pittsburgh Penguins, and San Jose Sharks (the "NHL Teams").

You have requested permission on behalf of the Falkland Islands Dek Hockey Association (the "Licensee"), a recreational dek and ice hockey league on the Falkland Islands, to use the names and logos of the NHL Teams (the "Marks") (as depicted in Exhibit A) (i) on up to 10 jerseys per team (up to 80 total) (the "Products") and (ii) on Licensee's website, http://www.falklandislandsdekhockey.com/ (the "Website") (as depicted in Exhibit B).

The NHL Teams possess trademark rights in the Marks that provide them and NHLE with the right to use and license the Marks. Unauthorized use of the Marks infringes those rights, and use of any similar marks must be pursuant to consent, such as that which you are currently seeking.

NHLE hereby grants consent for the requested use of the Marks as described above and in Exhibits A and B in accordance with the following terms and conditions:

- Licensee will at all times be an organized recreational hockey league, association, or other organization and subject to a set of rules commensurate with those of an organized recreational hockey league.
- 2. Licensee will use the Marks only as described above and depicted in Exhibits A and B; no variations are permitted. Licensee will not use, make, sell, or authorize the manufacture or sale of any additional quantities or types of products incorporating the Marks apart from the items described above. Any departure from the uses described herein or additional uses will require the further prior written consent of NHLE in each instance. Licensee will not use the Marks on stationery, letterhead, promotional or advertising materials or in any other commercial context. Licensee will cause the following legend to be clearly visible on all pages of the Website:

"NHL Team names and logos are registered trademarks of the NHL. © NHL 2017. All Rights Reserved. Used with Permission."

- 3. NHLE hereby waives a licensing fee for the consent contained herein.
- 4. No names, brands or logos, including, without limitation, those of any sponsor/advertiser, manufacturer, or any other third party, are to appear on the Products, the Website, or otherwise in association with the Marks, other than (i) the Products' labels for manufacturer identification purposes and (ii) those preapproved sponsor logos (i.e., Sure, Energise, and Fortuna) featured on the jerseys.

- 5. Licensee will not expressly or implicitly associate itself with the NHL or NHL Teams, or lead the public to mistakenly believe that such an association or affiliation with the NHL or NHL Teams exists apart from this consent to use the Marks as described herein.
- 6. Licensee will not use the Marks in any manner that will reflect unfavorably, in NHLE's discretion, on the game of hockey or upon the professional, business, or personal reputation of the NHL, NHLE, the NHL Teams, or any other member club of the NHL.
- 7. Licensee will not attack the title or right of NHLE, the NHL Teams or any other NHL member club in and to any trademarks or other insignias.
- 8. Licensee will, if requested by NHLE, submit samples of the use of the Marks to NHLE (attn: VP, Licensing & Trademark Compliance at the address listed) prior to final production of such products for NHLE's approval in its sole discretion.
- 9. This consent will expire June 30, 2019 and may be renewed at the sole discretion of NHLE if such request for renewal is made, in writing, by Licensee.
- 10. This license is terminable immediately without liability in NHLE's sole discretion: (a) at any time in the event NHLE discovers or learns of a violation hereof or otherwise for cause; and (b) upon thirty (30) days notice for any other reason. In connection with the foregoing, Licensee will immediately cease all use of the Marks within the required time frame upon receipt of notification of termination of the license by NHLE.
- 11. Licensee agrees to indemnify, release and hold harmless NHLE, the NHL Teams, and the other NHL member club teams, their affiliates, and each of their respective owners, officers, directors, partners, partnerships, principals, employees, volunteers, representatives, agents, related entities, successors and assigns, from any loss, liability, damage, cost or expense (including attorneys' fees) arising out of or relating to the use of the Marks or otherwise in connection with Licensee's (or its agents', representatives' or players') activities.

Please sign this letter where indicated documenting your agreement to the terms set forth above. Please return to Alison Nunez and a fully executed copy will be returned to you in due course.

Thank you for your interest in the National Hockey League.

Sincerely,

Brian P. Jennings

Executive Vice President/CMO

Terms Accepted and Agreed:

Falkland Islands Dek Hockey Association

By: Name:

Title:

M L BARLOW

Date:

JULY 2017

EXHIBIT A

NY S		O .	
ARIZONA COYOTES	BUFFALO SABRES	CAROLINA HURRICANES	CHICAGO BLACKHAWKS
DETROIT RED WINGS	EDMONTON OILERS	FLORIDA PANTHERS	PHILADELPHIA FLYERS
	PITTSBURGH PENGUINS	SAN JOSE SHARKS	

EXHIBIT B

