



## PBA PATTERNS LICENSE AGREEMENT

This PBA Patterns License Agreement (“Agreement”), effective as of \_\_\_\_\_ (“Effective Date”), is by and between the Professional Bowlers Association, LLC, a Delaware limited liability company (“Licensor”) and \_\_\_\_\_ a Japanese corporation (“Licensee”).

### RECITALS

A. WHEREAS, Licensor organizes and promotes professional bowling tournaments that feature unique lane conditions and related activities;

B. WHEREAS, Licensor owns all rights to the Cheetah, Scorpion, Shark, Chameleon and Viper oil patterns (collectively referred to herein as the “PBA Patterns”), as well as rights to additional logos, trademarks and service marks;

C. WHEREAS, Licensee promotes and conducts bowling leagues at \_\_\_\_\_, a bowling center owned and operated by Licensee (“Bowling Center”); and

D. WHEREAS, Licensee desires to license the right to use the PBA Patterns during bowling leagues at Bowling Center.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee hereby agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term, the non-exclusive right to use the PBA Patterns during bowling leagues at Bowling Center.

2. Consideration. In consideration for the rights conferred under this Agreement, Licensee shall pay Licensor three hundred dollars (\$300) upon executing this Agreement. Payment must be transferred via wire:

Bank: Wells Fargo Bank, N.A.  
SWIFT #: WFBIUS6S.

Account Name: Professional Bowlers Association  
Account #: 063-5226475

3. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue in full force and effect until one year thereafter. Upon the expiration of the Term, Licensee will discontinue all use of PBA Patterns.

4. Confidentiality and Non-Disclosure Covenant.

(a) Licensee and its officers, directors, employees, representatives, agents, affiliates, and independent contractors will keep confidential all information relating to the PBA Patterns ("Confidential Information") and will not disclose or use Confidential Information, except as permitted by this Agreement. Licensee will notify Licensor immediately of any disclosure or use of Confidential Information not permitted, and will cooperate fully with Licensor to recover it and limit its dissemination and use. Upon the expiration or termination of this Agreement, all Confidential Information shall be returned to PBA or, at the direction of PBA, destroyed.

(b) Licensee will pay any damages suffered by Licensor as a result of breach of this Covenant and will indemnify and hold harmless Licensor from any loss, cost, claim or liability resulting from any unauthorized use or disclosure of Confidential Information by Licensee and/or its officers, directors, employees, representatives, agents, affiliates, or independent contractors. Licensee also acknowledges that breach of this Covenant would cause irreparable harm to Licensor's business and that any remedy at law would be inadequate. In the event of a breach of this Covenant, Licensor will be entitled to injunctive relief, without posting bond, in addition to any other available remedies, including damages.

5. Intellectual Property. Licensee expressly acknowledges and agrees that nothing in this Agreement will be deemed in any way to constitute an assignment by Licensor of the PBA Patterns or of any rights with respect thereto, or to give Licensee any right, title or interest in or to the PBA Patterns (except the right to make use thereof as herein provided) or any other PBA logos, trademarks or service marks.

6. Representations and Warranties. Licensor and Licensee each specifically warrants and represents to the other as follows:

(a) The execution, delivery and performance by each party of its obligations under this Agreement (i) have been duly authorized by all necessary company action, and (ii) do not contravene any law or any contractual provision binding on it;

(b) This Agreement constitutes the legal, valid and binding obligation of each party and is enforceable in accordance with its terms; and

(c) The individuals executing this Agreement on each party's behalf are duly authorized representatives and have the requisite authority to enter into this Agreement on behalf of each party.

7. Independent Contractor. Each party hereto is an independent contractor. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the parties hereto.

8. Jurisdiction and Venue. This Agreement shall be considered and interpreted in accordance with the laws of the State of Washington without regard to its conflicts of law rules. The Parties agree that the United States District Court or any State Court located in Seattle, Washington shall have jurisdiction over the Parties to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**LICENSEE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**PROFESSIONAL BOWLERS ASSOCIATION, LLC**

By: \_\_\_\_\_  
Printed Name: Fred Schreyer  
Its: CEO

By: \_\_\_\_\_  
Printed Name: Lori Friedt  
Its: CFO

**JAPAN BOWLING PROMOTION,**  
an authorized agent of the Professional  
Bowlers Association, LLC

By: \_\_\_\_\_  
Printed Name: Mitsuyasu Sumi  
Its: CEO

