

## USASF COMPANY MEMBER AGREEMENT

This USASF Company Member Agreement (“Agreement”), effective this 1st day of May, 2008, between U. S. All Star Federation, Inc., a corporation organized and existing under the Tennessee Nonprofit Business Corporation Act, having its principal offices at 6745 Lenox Center Court, Suite 300, Memphis, Tennessee 38111 (hereinafter “USASF”), and \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (hereinafter “Company”).

WHEREAS, USASF was established for nonprofit purposes including, but not limited to, establishing rules for sanctioning and providing governance for cheerleading, dance and spirit related competitions and events; and

WHEREAS, Company sponsors and conducts cheerleading activities and events, and is a Tier 3 or Tier 4 member of USASF;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree hereto as follows:

1. The term of this Agreement shall be for a one year period, commencing May 1, 2008, and terminating April 30, 2009 (the “Term”).
2. Company agrees to observe the rules established by USASF for sanctioning cheerleading, dance and spirit-related competitions and events.
3. Company agrees to register with USASF all competitions produced by it that include "All Star" divisions in order for such competitions to be sanctioned by USASF, and recognizes that such competitions must meet the minimum standards to be sanctioned by USASF.
4. Company agrees to send at least one representative to the USASF Rules Interpretation Meeting and Safety Certification.
5. Company agrees to support the nonprofit purposes of USASF.
6. Company agrees to observe the moral and behavior standards of USASF.
  6. a. The parties acknowledge and agree that USASF (hereinafter “Sublicensor”) is the exclusive licensee of the mark U.S. ALL STAR FEDERATION USASF (and design) (hereinafter the “Mark”) and U.S. Registration No. 2,979,490 therefor.
  6. b. Sublicensor grants to Company (hereinafter “Sublicensee”), and Sublicensee accepts, an exclusive, nontransferable, royalty-free sublicense

(without the right to sublicense further) to use the Mark throughout the United States for the purposes set forth in the Magazine Advertising Guidelines (Appendix A hereto), the Print Collateral Guidelines (Appendix B hereto), and the Federal Logo Usage Guidelines (Appendix C hereto).

c. Sublicensee agrees that (a) all licensed use of the Mark by Sublicensee shall inure to the benefit of Sublicensor, and (b) it will assist Sublicensor in recording this Agreement with appropriate governmental authorities, if necessary, and pay any costs associated therewith. Sublicensee agrees that nothing in this sublicense shall give Sublicensee any right, title or interest in or to the Mark other than the right to use the Mark in accordance with this sublicense.

d. Sublicensee agrees that the nature and quality of the Licensed Goods/Services shall conform to standards set by and shall be under the control of Sublicensor and shall be in conformity with the Trademark Usage Guidelines attached hereto as Appendix D.

e. Sublicensee agrees to cooperate with Sublicensor in facilitating Sublicensor's control of such nature and quality, permit reasonable inspection of Sublicensee's operation, and supply Sublicensor with specimens of use of the Marks upon request. Sublicensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of the Licensed Services.

f. Sublicensee agrees to use the Marks only in the form and manner and with appropriate legends as approved by Sublicensor.

g. Sublicensee agrees to notify Sublicensor of any unauthorized use of the Marks by others promptly as it comes to Sublicensee's attention. Sublicensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

h. Unless sooner terminated as provided for herein, this sublicense shall continue in full force and effect for so long as the Agreement shall be in full force and effect.

i. Upon termination or expiration of this Agreement Sublicensee agrees to (a) cease and desist immediately from all use of the Marks or any confusingly similar mark, (b) assign to Sublicensor any domain name registration which contains, or would likely be confused with, the Marks, and (c) change its corporate name to one that does not contain the Marks.

7. Company agrees to indemnify, defend, save and hold USASF harmless from any and all claims, demands, costs, damages, liabilities, losses or expenses, including reasonable attorneys' fees, arising out of actions brought by third parties against USASF as a result of the breach by Company of any material provision of this

Agreement. Company further agrees to indemnify and hold USASF harmless from any third party liability resulting from the negligent or intentional acts or omissions of Company.

8. Company, at its expense, agrees to obtain and maintain in full force during the term of this Agreement or any renewal hereof insurance policies affording at least the following coverages:

(a) Comprehensive general liability, including participant legal liability with a limit of One Million and No/100 (\$1,000,000.00) Dollars per occurrence and a Two Million and No/100 (\$2,000,000.00) Dollars aggregate limit;

(b) Automobile liability insurance, including hired and non-owned automobiles with a limit of One Million and No/100 (\$1,000,000.00) Dollars per occurrence; and

(c) Such additional insurance as USASF may reasonably request from time to time.

Such insurance shall be obtained from a qualified insurance company licensed to do business in the jurisdiction in which Company is domiciled, with the above policies naming USASF as an additional insured. Said policies shall provide for ten (10) days' notice to USASF from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Company agrees to furnish USASF a certificate of insurance evidencing said policies within thirty (30) days after execution of this Agreement.

9. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

10. In the event of material breach of the Agreement by either party, the nonbreaching party shall notify the breaching party in writing of the claimed breach of the Agreement. If the breaching party fails to cure the material breach within thirty (30) days of such written notification, the nonbreaching party shall have the right to terminate the Agreement immediately. If either party hereto files a petition in bankruptcy (not dismissed within thirty (30) days of filing) or is adjudicated as bankrupt or if a petition in bankruptcy is filed (not dismissed within thirty (30) days of filing) against either party or if either party becomes insolvent, or makes an arrangement pursuant to any bankruptcy law, or if either party discontinues its business or operations and its functions are not substantially continued through reorganization, redesign, renaming or similar kinds of changes, this Agreement shall automatically terminate forthwith without any notice whatsoever being necessary.

11. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does

not also render such other provisions invalid. In the event of any invalidity of any provision of this Agreement, this Agreement shall be interpreted and enforced as if all provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

12. The internal laws of the state of Tennessee, without regard to its conflicts of law principles, shall govern this Agreement, and any disputes hereunder shall be heard in the courts located in Shelby County, Tennessee.

13. All legal notices shall be addressed by certified, return receipt requested mail to the respective parties as follows:

U. S. All Star Federation, Inc.:  
6745 Lenox Center Court, Suite 300  
Memphis, TN 38115  
Attn: \_\_\_\_\_  
Company:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

14. No amendment, change, modification or waiver of any provision hereof shall be valid unless written and signed by both parties to this Agreement.

15. The rights and obligations of the parties, which by their nature survive termination or completion of the Agreement including, but not limited to, those set forth in the provision entitled "Indemnification", shall remain in full force and effect.

16. Facsimiles and copies of this Agreement, including signatures, will have the same legal force as an executed original version of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

17. Neither party shall assign or delegate its obligations hereunder without the express prior written consent of the other party. Despite such consent, no assignment shall release the assignor of any of its obligations or alter any of its primary obligations to be performed under the Agreement.

18. This Agreement constitutes the complete Agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions, negotiations, understandings, commitments and agreements, whether written or oral, with respect to the subject matter hereof.

The parties have executed this Agreement as of the day and year first above written.

U. S. ALL STAR FEDERATION, INC. COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

APPENDIX A  
TO USASF COMPANY MEMBER AGREEMENT  
MAGAZINE ADVERTISING GUIDELINES

USASF

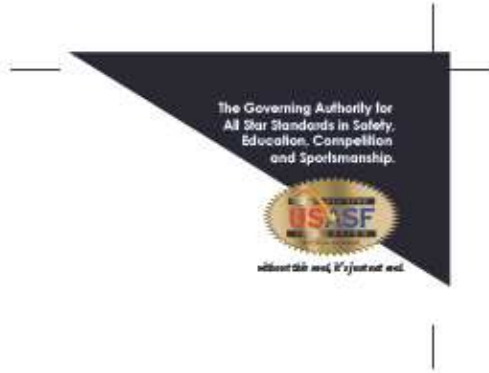
Magazine Advertising Guidelines

THE PREFERRED PLACEMENT FOR ADS  
IS A RIGHT HAND PAGE

If on dark background reverse tag line to white

Upper Right page application

size shown is 100% of allowed minimum



Use the USASF Seal of Sanction to promote your membership. It is recommended that the Seal be displayed in the upper right corner of double-page ads, or upper outside corner of single-page ads.

No other logos can be placed within a 2-inch proximity of the Seal in order to retain maximum visibility of the seal.

The Seal placement is designed so as not to interfere with advertising content.

Consistent placement of the Seal provides advertisers instant recognition as USASF members and builds brand awareness and continuity with consumers.

Upper Left page application

size shown is 100% of allowed minimum



APPENDIX B  
TO USASF COMPANY MEMBER AGREEMENT  
PRINT COLLATERAL GUIDELINES

USASF

Print Collateral Guidelines

LOGO FOR USE ON COLLATERAL

Size shown is 100% of allowed minimum.



*Without this seal, it's just not real.™*

Sufficient "live" space must be used around the Seal, therefore, do not place any other logo within 1" of the Seal.

Use of this Seal is for, but not limited to:

- Event Programs
- Registration Brochures
- Flyers

The USASF Seal of Sanction is the Federation's way of identifying all member gyms and competition providers. Because this is the identifying mark consumers will associate with the USASF, it is imperative to the Federation that the integrity of the mark be maintained in all communications. Therefore, the following guidelines should be followed:

1. For legibility, the mark and accompanying copy should be used no smaller than the artwork provided.
2. Keep the elements of the Seal in their proper proportion, and do not distort by stretching or condensing.
3. Use the Seal in its entirety, not cropped in any way.
4. The tag line "Without this seal, it's just not real" must accompany the Seal in all applications and must be readable.
5. Do not add graphic elements to the Seal or include other words or slogans.
6. Do not alter the Seal or its colors.
7. Do not alter the Seal type face.
8. Do not incorporate the Seal into any other design, or place it upside down, vertical, or diagonally.

APPENDIX C  
TO USASF COMPANY MEMBER AGREEMENT  
FEDERAL LOGO USAGE GUIDELINES

USASF

Federation Logo Usage Guidelines

FOUR-COLOR LOGO

Full color USASF logo can be reproduced using four-color process.  
Logo (excluding tag line) is not to be less than 1" wide.



*The highest standards in Safety, Education, Sportsmanship*



The U. S. All Star Federation logo is intended for use by Gyms or Competition Providers when they:

1. Display or advertise USASF membership requirements and rules as set forth by the Federation.
2. Display the USASF mission statement.
3. Display or advertise any other information about the Federation. This requires prior approval by the Federation.

ONE-COLOR LOGO

USASF logo can be reproduced in one-color format using Pantone® 297 or Black. Logo (excluding tag line) is not to be less than 1" wide.



*The highest standards in Safety, Education, Sportsmanship*



Pantone® and Pantone Matching System® are registered trademarks of Pantone, Inc.

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©Copyright 2005 U.S. All Star Federation

APPENDIX D TO  
USASF COMPANY MEMBER AGREEMENT  
TRADEMARK USAGE GUIDELINES

1. Sublicensor may not permit its sublicensees to alter or obscure its trademarks in any way.
2. Sublicensor may require its sublicensees to use the symbols ®, <sup>SM</sup>™ and/or where appropriate.
3. Sublicensor may require that its sublicensees take reasonable steps to ensure that any licensed Sublicensor product is recognized and identified by the public as originating from Sublicensor. Such steps may include, but are not limited to, the use of additional copy, indicia, logos or other markings with Sublicensor's trademarks and those marks sublicensed by it.
4. Sublicensor has a significant interest in ensuring that its trademarks and those marks sublicensed by it are used only in connection with products manufactured, distributed and sold in accordance with the highest ethical and business standards. Thus, Sublicensor requires its licensees to comply with the national laws of any country in which such products, or any component thereof, are manufactured, any local laws, regulations, or standards applicable to such manufacturing, and any industry standards which have been established in said location.
5. Sublicensor's trademarks and those marks sublicensed by it may not be incorporated into a licensee's product names, trademarks, logos or company name. Sublicensor's sublicensee may not adopt any product names, trademarks, logos or company names that are confusingly similar to any of Sublicensor's trademarks or marks sublicensed by it in meaning, visual appearance, or pronunciation.
6. Sublicensor's sublicensees may use Sublicensor's trademarks and those marks sublicensed by it only in connection with particular goods and/or services identified by Sublicensor.
7. Sublicensor's licensees may not make puns out of Sublicensor's trademarks and those marks sublicensed by it or portray them in a negative light.