

**TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement ("Agreement") is made and entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Fort Bend PAWS ("PAWS"), a non-profit corporation authorized to conduct business in the State of Texas.

WHEREAS, County is the sole and exclusive owner of its Licensed Marks (as defined below); and

WHEREAS, PAWS is the sole and exclusive owner of its Licensed Marks (as defined below); and

WHEREAS, County and PAWS wish to use the Licensed Marks in connection with the Licensed Products (as defined below) and County and PAWS are willing to grant to each other a license to use the Licensed 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 hereto agree as follows:

**1. Definitions.**

- 1.1. "Affiliate" means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled.
- 1.2. "Use Guidelines" means a party's guidelines for the form and manner in which the Licensed Marks may be used under this Agreement, (attached hereto as Exhibit "A" and incorporated by reference, including any amendments or updates thereto as may be provided in writing by one party to the other from time to time, but in any event upon no less than ten (10) days' prior notice of the effectiveness of any such amendments or updates.
- 1.3. "Confidential Information" means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection.
- 1.4. "Licensed Marks" means all marks owned by each party that consist of or include "Fort Bend County" and "Fort Bend PAWS" have, prior to the Effective Date, been used in connection with the Licensed Products by either party or with either party's permission, whether registered or unregistered, including the listed registrations and applications and any registrations which may be granted pursuant to such applications.
- 1.5. "Intellectual Property Rights" means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights

- 1.6. "Licensed Product(s)" means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights, and any other products or services that may be agreed upon in writing by County and PAWS from time to time, for manufacture, advertising, marketing, distribution, and sale under the Licensed Marks.
- 1.7. "Licensee(s)" means the party receiving a License to use Licensed Marks, License Products and/or Intellectual Property from the Licensor.
- 1.8. "Licensor(s)" means the party granting a License to use Licensed Marks, License Products and/or Intellectual Property to the Licensee.
- 1.9. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

## 2. License Grant.

- 2.1. Subject to the terms and conditions of this Agreement, County and PAWS hereby grant each other, and to all Affiliates of each party, a non-exclusive, fully transferable, sublicensable, right and license to use Licensed Marks:
  - (a) in connection with the manufacture, promotion, advertising, distribution, and sale of Licensed Products worldwide, including in domain names; and
  - (b) as part of its corporate name, company name, or trade name, as applicable.
- 2.2. Each party, a Licensee/Licensor, may exercise any or all of its rights under this Agreement through one or more of their Affiliates; provided that the party shall be responsible and liable for the acts or omissions of their Affiliates that constitute a breach of any of the terms and conditions of this Agreement as if such acts or omissions were the acts or omissions of the party.
- 2.3. If either party or any of their Affiliates or sublicensees wishes to, and have made substantial preparations to use any:
  - (a) new translation, transliteration, modification, or stylization of a Licensed Mark;
  - (b) Licensed Mark in a new composite mark or domain name not then included in the Licensed Marks;
  - (c) Licensed Mark in connection with a new product or service not then included in the Licensed Products; or
  - (d) Licensed Mark in a new country or jurisdiction not then included in the Territory (each, a "New Licensed Mark Use"), Licensee shall submit such proposed New Licensed Mark Use, together with such samples or other information and materials relating to such proposed New Licensed Mark Use as may be reasonably requested by Licensor for approval, such approval not to be unreasonably withheld, conditioned, or delayed. Licensor shall have ten (10) business days from the date it receives such samples, information, or materials to object to any such proposed New Licensed Mark Use, and if Licensor does not respond within such ten (10) business day period, then Licensor shall be deemed to have approved such New Licensed Mark Use. Any objection by Licensor must be in writing and reasonably detailed so as to facilitate cure by Discloser, who may resubmit the proposed New Licensed Mark Use to address any such objection, and Licensor shall have an additional ten (10) business days from the date of such resubmission to object, after which time such resubmitted New Licensed Mark Use shall be deemed approved. Licensor shall not object to any proposed New Licensed Mark Use unless it:
    - (i) violates any provision of Section 3;

- (ii) constitutes an infringement of any other Person's intellectual property rights, or
- (iii) could reasonably be expected to impair the value of the Licensed Marks and the associated goodwill, in each case as reasonably determined by Recipient in good faith.

Once a New Licensed Mark Use is approved or deemed approved under this Section 2.3, such New Licensed Mark Use shall automatically be included in the definition of Licensed Mark, Licensed Product, or Territory, as applicable, and covered by the license granted in this Agreement.

- 2.4. Licensee shall have the right to grant sublicenses under the license rights granted herein, subject to Licensor's prior written approval. Licensee's right to grant sublicenses under the Licensed Marks is subject to the following:
- (a) no sublicense may exceed the scope of rights granted to Licensee under this Agreement;
  - (b) in the event of expiration or termination of this Agreement, all sublicense rights will terminate automatically effective as of the expiration or termination date of this Agreement;
  - (c) Licensee shall require all subcontractors to agree in writing to be bound by the applicable terms and conditions of this Agreement; and
  - (d) Licensee shall be responsible and liable for the acts or omissions of such subcontractors that constitute a breach of any of the terms and conditions of this Agreement as if such acts or omissions were the acts or omissions of Licensee.

### **3. Use of the Licensed Marks.**

- 3.1. Licensee acknowledges the high standards and reputation for quality symbolized by the Licensed Marks, and Licensee shall use the Licensed Marks in a manner at least equivalent to such quality standards and reputation.
- 3.2. Licensee shall display the Licensed Marks on all Licensed Products and on or in all packaging, promotion, and advertising materials to the extent practicable in a form and manner in compliance with Licensor's written guidelines set forth in Exhibit A.
- 3.3. Licensee shall comply with all marking requirements under applicable Law, and to the extent reasonably practicable shall display such legends and notices as may be set forth in Exhibit A or otherwise specified in writing by Licensor, in each case as reasonably necessary to maintain the Licensed Marks under applicable Law and provide notice of Licensor's rights therein.

### **4. Inspections and Samples.**

- 4.1. Licensor shall have the right to exercise quality control over Licensee's and its Affiliates' use of the Licensed Marks on or in connection with the Licensed Products to the extent reasonably necessary under applicable Law to maintain the validity of the Licensed Marks and protect the goodwill associated therewith. In furtherance of the foregoing, subject to Section 4.2, prior to any use of any Licensed Mark which has not previously been approved or is not substantially consistent with a previously approved use, Licensee shall deliver to Licensor a representative sample of the Licensed Product or the packaging, labeling, promotional, advertising, or other materials bearing the Licensed Mark to Licensor for its approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 4.2. In the event that Licensor has any objection to any practices of Licensee following an inspection, or to any sample provided, Licensor shall provide written notice to Licensee of such objection in reasonable detail to facilitate cure by Licensee. If Licensee has not received written notice of any objection within five (5) business days following Licensor's

receipt of the sample, as applicable, Licensor shall be deemed to have approved such use of the Licensed Marks, as applicable. Approval of any particular use of any Licensed Mark, once given by Licensor, shall continue in effect with respect to such use, and any use substantially consistent therewith, without need for further approval, unless such use, is altered in any material respect that Licensor reasonably determines exceeds the scope of Licensee's rights under Section 2.1 or violates any provision of Section 3.

**5. Ownership and Protection of the Mark.**

- 5.1. Licensee acknowledges that Licensor is the owner of the Licensed Marks and all goodwill related thereto, and all use of the Licensed Marks (including any New Licensed Mark Use approved or deemed approved under Section 4.2) hereunder and any goodwill accruing therefrom shall inure solely to the benefit of Licensor.
- 5.2. Licensor shall, at its sole expense, maintain all registrations of the Licensed Marks, including all domain name registrations, in full force and effect and prosecute all pending applications for registration of the Licensed Marks.
- 5.3. If Licensee requests that Licensor file any application for registration of any Licensed Mark including any domain name that is not registered (including any New Licensed Mark Use approved or deemed approved under Section 4.2), Licensor shall consider the request in good faith and, provided that such rights are determined to be available for registration following such clearance searches as deemed necessary in Licensor's reasonable business judgment (the costs of which shall be borne solely by Licensee), County shall promptly make such filings in its own name and shall own all resulting registrations and related rights. This subsection 5.3 is subject to approval by the governing body of each party. If the governing body determines not make such filings, the Licensor is not obligated to make the requested filings.
- 5.4. Licensor shall not, directly or indirectly, take any action or omit to take any action, or make or permit any use of the Licensed Marks, that disparages Licensee or any of its products or services (including any Licensed Products), or otherwise dilutes, tarnishes, or impairs the value of the Licensed Marks and the associated goodwill.

**6. Enforcement.**

- 6.1. Each party shall promptly notify the other party of any actual or potential infringement, counterfeiting, or other unauthorized use of the Licensed Marks by any other Person (an "Infringement") of which it becomes aware.
- 6.2. Licensor shall have the right, in its discretion, to enforce its rights in any of the Licensed Marks, including to bring action with respect to any Infringement.
- 6.3. Licensor shall make all necessary filings, in such form reasonably acceptable to Licensee, to record this Agreement in any and all countries in the Territory where it may be required under applicable Law, including as a prerequisite to enforcement of the Licensed Marks or enforceability of this Agreement in the courts of such countries.

**7. Records and Audit.**

- 7.1. Licensee will permit Licensor, or any duly authorized agent of Licensor, to inspect and examine the books and records of Licensee for the purpose of verifying use of Licensed Marks. Licensor's right to inspect survives the termination of this Agreement for a period of four (4) years.

**8. Confidential and Proprietary Information.**

- 8.1. PAWS expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public

Information Act. Any proprietary or confidential information marked as such provided to County by PAWS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

8.2. Each party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to information that is treated as confidential by the other party (the "Disclosing Party"), including information about its business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information (collectively, the "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from another Person, provided that such Person is not and was not prohibited from disclosing such Confidential Information;
- (c) was known by or in the possession of the Receiving Party prior to being disclosed by or on behalf of the Disclosing Party; or
- (d) is required to be disclosed by Law, including pursuant to the terms of a court order; provided that the Receiving Party has given the Disclosing Party prior written notice of such disclosure and an opportunity to contest such disclosure and to seek a protective order or other remedy. The Receiving Party shall:
  - (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
  - (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
  - (iii) not disclose any such Confidential Information to any Person, except to the Receiving Party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

8.3. Licensee acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to Licensor that is inadequately compensable in damages. Accordingly, Licensor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Licensee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of Licensor and are reasonable in scope and content.

## 9. **Representations and Warranties.**

9.1. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other

entity as represented herein under the laws of its jurisdiction of incorporation or organization;

- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and
- (d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Licensor represents and warrants that:

- (a) It is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Licensed Marks in connection with the Licensed Products in the Territory;
- (b) It has not granted and during the Term will not grant any exclusive licenses or other encumbrances in, to, or under the Licensed Marks;
- (c) To its knowledge, the exercise by Licensee of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other Person;
- (d) There is no settled, pending, or, to its knowledge, threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of any Licensed Mark in connection with the Licensed Products; and
- (e) It has not brought or threatened any claim against any third party alleging infringement of any Licensed Mark, nor, to its knowledge, is any third party infringing or threatening to infringe any Licensed Mark.

10. **Indemnification.**

10.1. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LICENSEE SHALL INDEMNIFY AND DEFEND LICENSOR AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, FROM AND AGAINST ALL LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY CLAIM RELATING TO ANY ACTUAL OR ALLEGED BREACH BY LICENSEE OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OBLIGATION UNDER THIS AGREEMENT, OR INFRINGEMENT, DILUTION, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON RESULTING FROM THE PROMOTION, ADVERTISING, DISTRIBUTION, AND SALE OF LICENSED PRODUCTS; IN EACH CASE.

11. **Term and Termination.**

- 11.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate on the anniversary of the Effective Date ("Termination Date")
- 11.2. Either party may renew this Agreement for an additional successive year period by providing the other party with written notice of renewal, unless a party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the Term.
- 11.3. Either party may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least thirty (30) days' prior written notice to the other party.
- 11.4. Upon the expiration or termination of this Agreement:

- (a) Licensee shall cease all use of the Licensed Marks except as expressly permitted pursuant to subsection (c); and
- (b) All sublicenses that have been granted by Licensee shall automatically and immediately terminate; provided, however, that any sublicensees may elect to continue its sublicense as a direct license from Licensor by providing written notice to Licensor of its election and of its agreement to assume all obligations contained in its sublicense agreement as direct obligations of the sublicensees to Licensor; and
- (c) The Receiving Party shall promptly return to the Disclosing Party, or at the Disclosing Party's option, destroy, all records and copies of any Confidential Information of the Disclosing Party; provided, however, that Licensee may continue to use any Confidential Information of Licensor incorporated in the Licensed Products or to the extent necessary to allow Licensee's continued promotion, advertising, distribution, and sale of Licensed Products.

11.5. Neither party shall be liable to the other party for damages of any kind solely as a result of terminating this Agreement in accordance with Section 11.3.

**12. Independent Contractors.**

12.1. In the performance of work or services hereunder, each party shall be deemed an independent contractor, and any of their agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of each party or, where permitted, of their subcontractors. Each party and their agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of the other party and shall not be entitled to any of the privileges or benefits of the other party's employment.

**13. Notices.**

13.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

- (a) Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County:	Fort Bend County
	Attn: County Judge
	401 Jackson Street
	Richmond, Texas 77469
	Fax: (281) 341-8609
PAWS:	Fort Bend PAWS
	Attn:

Fax:

- (b) A Notice is effective only if the party giving or making the Notice has complied with subsections 13.1 and 13.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
- (c) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the

signed receipt.

- (d) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**14. Compliance With Laws.**

- 14.1. Licensee shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, PAWS shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**15. Survival.**

- 15.1. The rights and obligations of the parties set forth in Section 8 (Confidentiality), Section 9 (Representations and Warranties), and Section 10 (Indemnification), and the provisions of Section 1 (Definitions) 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.

**16. Assignment.**

- 16.1. Licensee shall have the right to assign or otherwise transfer this Agreement, or any right or obligation hereunder, upon sixty (60) days' prior written notice to Licensor to: an Affiliate; a successor by consolidation or merger (whether or not Licensee is the surviving entity) or operation of law; or a purchaser of all or substantially all of Licensee's assets or the assets or business of Licensee to which this Agreement relates, provided that Licensee shall require the assignee or transferee, as applicable, to acknowledge and agree in writing to assume and be bound by all of the applicable terms and conditions of this Agreement. Any assignment, delegation, or transfer of this Agreement in violation of this Section 16.1 shall be void and of no force and effect.

**17. Governing Law.**

- 17.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
- 17.2. As required by Chapter 2270, Government Code, Licensee hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 17.3. By signature below, Licensee represents pursuant to Section 2252.152 of the Texas Government Code, that Licensee is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**18. Dispute Resolution.**

- 18.1. Any controversy or claim arising out of or relating to this Agreement or any related

agreement will be settled in the following manner:

- (a) senior executives representing each of County and PAWS will meet to discuss and attempt to resolve any such controversy or claim;
- (b) if such controversy or claim is not resolved as contemplated by clause (a), County and PAWS will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
- (c) if such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

**19. Further Assurance.**

19.1. Each party shall, upon the reasonable request of the other party, and, except as otherwise expressly set forth herein, at such other party's sole expense, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

**20. Understanding, Fair Construction.**

20.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

**21. Electronic and Digital Signatures.**

21.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

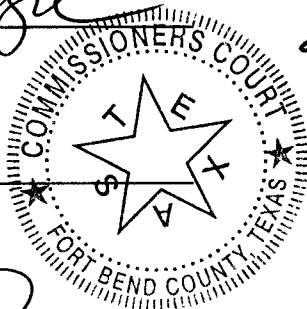
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

FORT BEND COUNTY

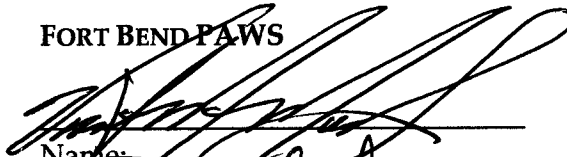


KP George,  
County Judge

3-26-2019  
Date



FORT BEND PAWS



Name:  
Title: President

3-25-19  
Date

ATTEST:



Laura Richard,  
County Clerk

Reviewed by:

\_\_\_\_\_

SCHEDULE 1 – LICENSED MARKS



**Fort Bend PAWS**

## Exhibit A – Fort Bend County Trademark Use and Protection Guidelines

Fort Bend County brands are some of our most valuable assets. They distinguish Fort Bend County products and services from those of entities and they signify to the public the high quality of those products and services. To maintain and protect these assets it is important that we:

- Use Fort Bend County trademarks properly.
- Monitor the marketplace for infringements and misuses of Fort Bend County trademarks.
- Take appropriate action quickly whenever infringements and misuses of Fort Bend County trademarks are identified.
- Implement appropriate requirements and quality control when permitting others to use Fort Bend County trademarks.
- Maintain records demonstrating the use, strength, and recognition of Fort Bend County trademarks.

If a trademark owner misuses its trademarks, fails to adequately police them, or allows others to use the trademarks without appropriate restrictions and quality control, the trademarks can be weakened and ultimately could be lost. We must all do our part to make sure that Fort Bend County trademarks remain strong and protected.

### Guidelines for Proper Use of Fort Bend County Trademarks in the US

The following guidelines show proper and improper use of Fort Bend County trademarks in the US. All Fort Bend County employees should follow these guidelines whenever they use Fort Bend County trademarks, in both internal and external materials in the US. These materials include all advertising and promotional materials, including online materials, and other uses. If you have any questions, please contact Fort Bend County Attorney's Office.

#### 1. Use Fort Bend County Trademarks as Proper Adjectives Followed by a Generic Term

Trademarks should be used as adjectives followed by a generic modifier, and not as nouns or verbs. For example:

- a. Correct: **Fort Bend County** Animal Services is popular.
- b. Incorrect: **Fort Bend County** is popular.

#### 2. Do Not Use Fort Bend County Trademarks in the Possessive Form

Because trademarks are not nouns, they should not be used in the possessive form, unless the trademark itself is in possessive form. For example:

- a. Correct: We are increasing the advertising budget for **Fort Bend County** Animal Services.
- b. Incorrect: We are increasing **Fort Bend County's** advertising budget.

#### 3. Do Not Use Fort Bend County Trademarks in the Plural Form.

Because trademarks are not nouns, they should not be used in the plural form unless the trademark itself is in plural form. For example:

- a. Correct: Our customers enjoy **Fort Bend County** Animal Services spay/neuter programs and services.
- b. Incorrect: Our customers enjoy **Fort Bend County** Animal Services.

#### 4. Make Fort Bend County Trademarks Stand Out

Trademarks should be separate from surrounding text to emphasize their brand name significance. Options include:

- Presenting the trademark in all capital letters (for example, FORT BEND COUNTY).
- Capitalizing the first letter of the trademark (for example, Fort Bend County).

- Presenting the trademark in bold typeface (for example, **Fort Bend County**).
- Presenting the trademark in its logo form:

### **Do Not Alter Fort Bend County Trademarks**

Trademarks should be used consistently and should not be altered. For example, do not:

- Abbreviate the trademarks.
- Change the colors or typeface of the trademarks.
- Add words or design elements to the trademarks.
- Hyphenate the marks unless the trademark itself is hyphenated.

### **Use Proper Trademark Notice Symbols**

Proper trademark notice symbols should be used with Fort Bend County trademarks. In the US the proper symbol to use depends on whether the trademark is registered with the US Patent and Trademark Office for the specific products or services for which the mark is used:

- Use the registered trademark symbol ® with registered Fort Bend County trademarks but only if the trademark is registered with the US Patent and Trademark Office for the specific products and services for which the trademark is used.
- If the trademark is not registered in the US Patent and Trademark Office, use the symbol:
  - "TM" with trademarks used to identify products.
  - "SM" with trademarks used to identify services.
  - "TM" with trademarks used to identify both products and services.

Please see the attached Schedule 1 for a list of Fort Bend County trademarks not registered in the US Patent and Trademark Office, the products and services they cover, and the proper trademark symbols and their placement.

The appropriate symbol should appear immediately following the mark and should appear in superscript or subscript. The proper trademark symbols for trademarks used and registered in countries outside of the US are governed by the laws of those countries. Please contact the Fort Bend County Attorney's Office if you have questions about use or registration of Fort Bend County trademarks outside of the US.

### **Guidelines for Protecting Fort Bend County Trademarks Against Infringement and Misuse by Others**

In addition to using Fort Bend County trademarks properly, it is equally important that we protect Fort Bend County trademarks from infringement or misuse by others. Please follow these guidelines to help ensure that Fort Bend County brands remain protected.

### **Report Suspected Infringements or Misuse of Fort Bend County Trademarks to the Fort Bend County Attorney's Office**

Trademarks can be weakened or lost if a trademark owner does not take appropriate action against infringements or other misuses of its marks. It is important that action be taken quickly because undue delay can potentially limit legal remedies. Please immediately contact the Fort Bend County Attorney's Office if you become aware of:

- Any third-party use of Fort Bend County trademarks, or any similar trademarks, that you believe may violate Fort Bend County's rights.
- Any third-party use of Fort Bend County trademarks in a generic sense, for example, by using the Fort Bend County trademark to refer to products/services generally and not Fort Bend County products/services offered under Fort Bend County's trademarks.

### **Do Not Allow Others to Use Fort Bend County Trademarks Without Appropriate Approval**

Allowing third parties to use Fort Bend County trademarks without proper control over the nature and quality of the use can jeopardize the marks and expose Fort Bend County to potential liability. If a third party requests a license or permission to use any Fort Bend County trademarks, please contact the Fort Bend County Attorney's Office.

### **Maintain Documents and Records Showing Use and Promotion of Fort Bend County Trademarks**

Documents showing the use and promotion of Fort Bend County trademarks are important:

- In enforcement actions against third parties that infringe or misuse the trademarks.
- In connection with registration and renewal of the trademarks.

Important documents to keep include:

- Representative samples of product packaging displaying Fort Bend County trademarks.
- Representative samples of advertising and promotional materials displaying Fort Bend County trademarks.
- Invoices, purchase orders, and other sales records documenting the dates that Fort Bend County trademarks were first used.
- Documents demonstrating sales of Fort Bend County products/services under Fort Bend County trademarks in dollars and units.
- Market research showing consumer recognition of Fort Bend County products/services and trademarks.
- If you have any questions about the maintenance of these documents, please contact the Fort Bend County Attorney's Office.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-467155

Date Filed:  
03/22/2019

Date Acknowledged:  
03/26/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fort Bend PAWS (Pets Are Worth Saving)  
Rosenberg, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

0  
501c3

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morales, Vincent	Rosenberg, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)