

SUBLICENSE AGREEMENT

THIS AGREEMENT, effective as of the 21st day of August, 1996, by and between Waterkeeper Alliance (hereinafter, "Licensor"), a not-for-profit corporation, organized and existing under the laws of the State of New York, with an address at 50 South Buckhout Street, Suite 302, Irvington, New York, 10533 and Casco Baykeeper, a program of Friends of Casco Bay (hereinafter, "User"), a not-for-profit corporation, organized and existing under the laws of the State of Maine with an address at 43 Slocum Drive, South Portland, ME 04106.

WHEREAS, Baykeeper ("Owner") is the owner of the trademark and service mark BAYKEEPER and registrations thereof, including Federal Reg. Nos. 1,984,898 in classes 16, 25 and 42 (hereinafter called "Mark");

WHEREAS, pursuant to a license agreement dated August 20, 2004, Owner licensed Licensor's use and sublicensing of the Mark, subject to certain terms and conditions; and

WHEREAS, User is desirous of using the Mark in connection with its business.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of Sublicense

Licensor grants to User a nonexclusive, nontransferable, Sublicense Agreement to use the Mark in the name of its environmental conservation program for the Casco Bay and in connection with the goods and services covered by the registrations and User accepts the Sublicense subject to the following terms and conditions.

2. Ownership of Mark

User acknowledges the ownership of the Mark in Owner, agrees that it will do nothing inconsistent with such ownership and that all use of the Mark by User shall inure to the benefit of and be on behalf of Owner, and agrees to assist Owner and/or Licensor in recording this Agreement with appropriate government authorities. User agrees that nothing in this Sublicense shall give User any right, title or interest in the Mark other than the right to use the Mark in accordance with this Sublicense and User agrees that it will not attack the title of Owner to the Mark or attack the validity of this Sublicense. User shall pay Licensor a reasonable annual licensing fee to be set by Licensor to defray Licensor's expenses in monitoring and enforcing infringement of the Mark.

3. Quality Standards

User agrees that the nature and quality of all services rendered and goods sold by User in connection with the Mark shall conform to standards set by and be under the control of Licensor. Licensor's quality standards are attached hereto as Exhibit A, which is hereby incorporated by reference. Licensor reserves the right to amend the quality standards at any time in its sole discretion.

4. Quality Maintenance

User agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of User's operation, and to supply Licensor with specimens of use of the Mark upon request. User shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this Sublicense.

5. Form of Use

User agrees to use the Mark only in the form and manner and with appropriate legends as prescribed by Licensor, and not to use any other trademark or service mark in combination with the Mark without prior written

approval of Licensor. Licensor's form of use standards are attached hereto as Exhibit B, which is hereby incorporated by reference. Licensor reserves the right to amend the form of use standards at any time in its sole discretion.

6. Infringement Proceedings

User agrees to notify Licensor of any unauthorized use of the Mark by others promptly as it comes to User's attention. Owner and Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Mark. User shall provide reasonable cooperation in the prosecution of any enforcement proceedings.

7. Term

This Agreement shall continue in force and effect, automatically renewing annually on the date on page 1, unless terminated as provided in paragraph 8, below. User is expected to pay, on an annual basis, a licensing fee to Licensor in the full amount set by Licensor and/or Owner. User is also expected to maintain the Quality Standards set forth in Exhibit A, hereto. If Licensor determines not to renew this agreement, User shall immediately relinquish and discontinue all use of the Mark in compliance with Paragraph 9, below.

8. Termination

Licensor shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to User, including but not limited to the dissolution of User, or upon breach of any of the provisions hereof (including without limitation Paragraphs 3, 4 and 5 and Exhibits A and B) by User.

9. Effect of Termination of License Agreement

User understands that this Sublicense Agreement is granted pursuant to the terms and conditions of a License Agreement between Owner and Licensor, which is terminable by Owner. In the event the License Agreement is terminated, this Sublicense Agreement shall continue in full force and effect for the

remainder of the most recent automatic annual renewal term, however, in that event renewal shall be at the sole discretion of Owner

10. Effect of Termination

Upon termination of this Agreement, User agrees immediately to discontinue all use of the Mark and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Owner and/or Licensor or their appointed agents to apply to the appropriate authorities to cancel recording of this Agreement from all government records and to notify third parties of the termination as Owner and/or Licensor may require, to destroy all printed materials and signage bearing the Mark, and that all rights in the Mark and the goodwill connected therewith shall remain the property of Owner.

11. Warranty and Representation.

User and Licensor warrant and represent to each other that each party has the right, power and authority to enter into this Sublicense and to perform its obligations hereunder and that this Sublicense does not conflict with any obligation to any third party.

12. Integration.

This written Sublicense agreement including the attachments hereto represents the entire agreement between the parties. Any oral communications, or prior written communications, between the parties and inconsistent with the terms of this agreement shall have no force and effect.

13. Governing Law and Forum.

It is agreed that this Agreement shall be interpreted according to the laws of the State of New York, United States of America, without regard to choice of law principles. Any action, suit or proceeding commenced by any party hereto against any other party hereto shall be brought in the United States District Court for the Northern District of New York or in a court of record of the State of New York

located in New York, Westchester or Putnam Counties, each party consenting to the jurisdiction of each such court, and service of process therein may be made on each party by mailing a copy of the summons, certified or registered, to such party at its address as set forth herein, provided that service of process may be made in any other manner permitted by law. In any such action, suit or proceeding, each party waives any claim that any such court is not a convenient forum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written.

Dated:

1/13/09

WATERKEEPER ALLIANCE

By:


Kristine Stratton
Executive Director

Dated:

1/7/09

CASCO BAYKEEPER

By:

Name:

Title:



Joseph E. Payne
CASCO Baykeeper

EXHIBIT A: QUALITY STANDARDS

A Baykeeper program advocates compliance with environmental laws, responds to citizen complaints, identifies problems which affect the program's identified body of water and devises appropriate remedies to address the problems. A Baykeeper program employs a full-time, privately funded, non-governmental public advocate for the identified water body.

To accomplish the mission of a Baykeeper program, User shall achieve the following Quality Standards within 12 months, and shall begin working towards achieving the standards immediately:

1. Employ a full-time, paid, non-governmental public advocate for the identified water body, who identifies him or herself with the Baykeeper mark and who serves as the primary spokesperson for the water body.
2. Maintain a vessel clearly identified as the "Casco Baykeeper" vessel that is readily available and actively used for patrols of User's watershed (unless the Waterkeeper Alliance Board grants permission for use of an alternative means for patrol and public awareness).
3. Be a 501(c)(3) or 501(c)(4) organization or international equivalent or be sponsored by a 501(c)(3) or 501(c)(4) organization or international equivalent.
4. Develop a grassroots constituency.
5. Use best efforts to maintain representational standing.
6. Establish an easily located, identifiable telephone number to which citizens can report pollution incidents or concerns.
7. Identify and respond to citizen complaints.
8. Advocate and enforce compliance with environmental laws, including the use of litigation and administrative challenges against polluters in appropriate circumstances.
9. Participate actively in the Waterkeeper Alliance, including, but not limited to:
 - a. inclusion of Waterkeeper Alliance (50 South Buckhout Street, Suite 302, Irvington, NY, 10533) on mailing lists of User's publications, newsletters and mailings;
 - b. notification to the Waterkeeper Alliance of filing of lawsuits;
 - c. regular attendance at annual Waterkeeper Alliance conference;
 - d. subscription to Waterkeeper Alliance listserv; and
 - e. inclusion of the Waterkeeper Alliance collective mark and the "Baykeeper" name in promotional materials, including newsletters, brochures, website, and letterhead. (On letterhead, User may substitute the words "Waterkeeper Alliance member" or similar in lieu of the Waterkeeper Alliance collective mark.)
10. Establish a physical office space within User's watershed.
11. Adhere to generally accepted accounting practices (GAAP) and IRS rules or international equivalent.
12. Develop strategic and fundraising plans to guide User's organization.
13. Maintain a high level of integrity and avoid conduct (financial or otherwise) that is improper or creates the appearance of impropriety (financial or otherwise) or injures the reputation of the User, mark holder and Waterkeeper Alliance. Examples include receiving financial benefit or employing staff who receive financial benefit for advocacy or conduct that conflicts with the mission of User or Waterkeeper Alliance.

EXHIBIT B: FORMS OF USE

(FONT SPECIFICATIONS)

1. The Mark **Baykeeper** shall be used for identifying User's environmental conservation program for the Casco Bay and related goods, publications and services, and shall always be used in conjunction with the name of User's waterbody. Hence, User shall use the Mark **Baykeeper** only in the name "Casco Baykeeper." This applies to all correspondence, signs, communications, programs, services and products, regardless of their medium, and includes, but is not limited to, letterhead, brochures, newsletters, books, videos, websites, clothing and other merchandise.
2. Because the name "Casco" is not part of the registered Mark, User shall distinguish the geographic identifier "Casco" from the Mark **Baykeeper** by using the TheSerifSemiBold type style for **Baykeeper** and a different type style (see attached Font Use and Installation Instructions) for "Casco." This applies to all correspondence, signs, communications, programs, services and products, regardless of their medium, and includes, but is not limited to, letterhead, brochures, newsletters, books, videos, websites, clothing and other merchandise.
3. If the mark does not appear in User's corporate name, User shall create and maintain a program that includes the words "Casco Baykeeper."
4. The Mark **Baykeeper** shall always be spelled as **one word** (not Bay Keeper).
5. The Mark **Baykeeper** shall always be used in the **singular** (not Baykeepers).
6. The trademark must be followed by the ® symbol, at minimum, in the first use of the trademarked term in any document.
7. "TheSerif" font family cannot be used in any other place in your letters or publications in order to differentiate and separate the trademark.
8. Geographic Identifier (your waterbody): The Font used for your geographic identifier must be visually distinct from "TheSerif Semi-Bold" font and the more distinct the better. This will help underscore and, therefore strengthen the name itself and allow for local identity for the program. **Any serif font must NOT be used.** Specifically, do NOT use: Batang, Book Antiqua, Bookman Old Style, Century, Courier New, Garamond, Georgia, Palatino Linotype, SimSun, Sylfaen, or Times New Roman.
9. The wording must be straight across and not circular, diagonal, wavelike or any other design. It is also better to separate the geographic identifier in some way if possible, but not required.
10. The trademark must be full-size and in all caps. Small Caps are NOT allowed and all letters must be the same size (no bigger first letter).
11. These requirements apply to all uses of the trademark including letterhead (to include business cards, notecards, etc.), website, boat, and publications. Exceptions must be cleared by the Waterkeeper Alliance Executive Director or his/her designee.
12. The color of the trademarked word must be either 100% black, white or the Waterkeeper Alliance blue, which can be coded using the following systems:
 - a. The Cyan, Magenta, Yellow, Black (CMYK) color is C=100, M=79, Y=0, K=11.
 - b. The hexadecimal RGB blue is R=12, G=25, B=117.
 - c. The pantone color is 662 U.

Use of WATERKEEPER® ALLIANCE

1. When using the name WATERKEEPER® ALLIANCE in the heading or title of any document, the Waterkeeper portion of the name must adhere to the font requirements as described above (i.e., TheSerif Semi-bold, all caps, etc).
2. The ALLIANCE portion must be in TheSans Semi-light font and be all capital letters.
3. The Waterkeeper Alliance collective mark must be in all correspondences, including but not limited to newsletters, websites, letterhead, and other correspondences.