



american  
mensa  
Ltd.

a not-for-profit corporation of new york state/2626 e. 14 st., brooklyn, ny 11235-3992 - (718) 934-3700 - cables: usmensa

Darlene Criss, Chairman, Name & Logo Committee  
2311 S. Santa Fe, Wichita, KS 67211  
(316) 264-5234

Mr. Robert J. Burgermeister  
Vice Chairman  
P.O. Box 48  
Milwaukee, WI 5320-0048

March 1, 1988  
Re: Royalty-Free License

Dear Burgy,

Your request to use the mark "MENSA" in connection with Mensa of Wisconsin Foundation, Inc., has been considered by the Name and Logo Committee. I am pleased to advise that the Committee has decided to grant you a royalty-free non-exclusive license to use the mark in this connection, under the terms of the enclosed License Agreement. As a condition of your use of the mark, we require that you execute and return the enclosed agreement. A copy is enclosed for your records.

Thank you for your cooperation.

Sincerely,

Darlene Criss  
Chairman  
Name and Logo Committee

Enclosure: License agreement

ROYALTY-FREE LICENSE

WHEREAS, American Mensa, Ltd., a New York corporation located and doing business at 2626 East 14th Street, Brooklyn, New York 11235-3992, is the owner of several U.S. trademark registrations and valuable common law and state statutory rights in and to the mark "MENSA" (hereinafter "said mark"); and

WHEREAS, Mensa of Wisconsin Foundation, Inc. having an address at P.O. Box 1114, Milwaukee, Wisconsin 53201 (hereinafter "Licensee"), is desirous of using said mark in connection with the services of Robert Burgermeister

Mensa Wisconsin

(hereinafter "said services"); and

WHEREAS, American Mensa, Ltd. is willing to grant a non-exclusive, royalty-free license to Licensee to use said mark on said services, provided such use inures to the benefit of American Mensa, Ltd.;

NOW THEREFORE, the parties hereto agree as follows:

American Mensa, Ltd. hereby grants a royalty-free non-exclusive license to Licensee for the service mark and trade name use of said mark as part of the name "Mensa of Wisconsin Foundation, Inc." in connection with said services, said use to be by and for the benefit of a local Mensa group, a regional Mensa group and/or a Mensa special interest group and said trade name use to include the right to incorporate in the state of Wisconsin;

American Mensa, Ltd. retains full ownership of said mark and all statutory and common law rights in said mark in connection with said services, and any and all use of the mark by Licensee is understood to accrue to the benefit of American Mensa, Ltd.;

Licensee agrees (1) to maintain a quality on said services undertaken under "Mensa of Wisconsin Foundation, Inc." commensurate with the quality of services offered by American Mensa, Ltd., (2) that members in good standing of American Mensa, Ltd. will control and supervise said services, (3) to apprise American Mensa, Ltd. of the initial quality of said services, including a description of and the control and supervision of the services by members in good standing of American Mensa, Ltd., (4) to apprise American Mensa, Ltd. of

any later deviations from said initial quality, and (5) to indicate the U.S. registered trademark status of said mark;

American Mensa, Ltd. reserves the right to inspect the quality of said services sold under "Mensa of Wisconsin Foundation, Inc." to ensure that the quality is as above required;

In the event that said mark is infringed by a third party, American Mensa, Ltd. shall have the exclusive right to sue for infringement, without any obligation to Licensee to do so, and shall further have the exclusive right to recover and retain any and all damages arising therefrom;

The present license shall not be sub-licensed or otherwise transferred by Licensee without the express written consent of American Mensa, Ltd.; and

This license shall be effective as of the date on which the last signator executes herebelow.

American Mensa, Ltd.

Date: March 1, 1988

By: *Carlton J. Criss*

Mensa of Wisconsin Foundation, Inc.

Date: \_\_\_\_\_

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