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## **Sprint assignment and assumption agreement form**

SPRINT TRADEMARK AND SERVICE MARK LICENSE AGREEMENT Between SPRINT COMMUNICATIONS COMPANY, L.P. and ALAMOSA PCS, LLC December 23, 1999 SPRINT TRADEMARK AND SERVICE MARK LICENSE AGREEMENT is made as of the 23rd day of December, 1999, by and between SPRINT COMMUNICATIONS COMPANY, L.P., a Delaware limited partnership, as licensor ("Licensor ("Licensor of the OKTHIONS FOR THIS AGREEMENT ARE SET FORTH ON THE "SCHEDULE OF DEFINITIONS." RECITALS: WHEREAS, Licensor is the owner of the U.S. trademarks and service marks "Sprint", together with related "Diamond" logo, "Sprint PCS", "Sprint PCS", "Sprint Personal Communications Services" and the goodwill of the business symbolized thereby; and WHEREAS, Licensee desires to use the trademarks and service marks in commerce; NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensee hereby accepts from License and Premium and Promotional Items in the Service Area. (b) Related Equipment. The rights granted hereunder to Licensee shall not include the right to manufacture equipment under the Licensee, and Licensee, and Licensee, and Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to market, promote, advertise, distribute and resell and lease Related Equipment in connection with the marketing, promotion, advertisement, distribution, lease or sale by Licensee of Sprint PCS Products and Services, and to furnish services relating to such Related Equipment (including installation, repair and maintenance of Related Equipment), under the Licensed Marks. ARTICLE 2 QUALITY STANDARDS, MAINTENANCE Section 2.1. Maintenance of Quality. (a) Adherence to Quality Standards. In the course of marketing, promotional Items under the Licensed Marks, Licensee shall maintain and adhere to standards of quality and specifications that conform to or exceed those quality standards and technical and operational specifications adopted and/or amended in the manner provided below ("Quality Standards") and those imposed by Law. Such Quality Standards are designed to ensure that the quality of the Sprint PCS Products and Services and Premium and Promotional Items marketed, promoted, advertised, distributed, leased and sold under the Licensed Marks are consistent with the high reputation of the Licensed Marks and are in conformity with applicable Laws. (b) Establishment of Quality Standards. The parties acknowledge that the initial Quality Standards for the Sprint PCS Products and Services and Premium and Promotional Items are attached to the Affiliation Agreement as Exhibits 4.1, 4.2, 4.3, 7.2, and 8.1. The Quality Standards shall (i) be commensurate with a high level of quality (taking into account Licensee's fundamental underlying technology and standards), consistent with the level of quality being offered in the market for products and services of the same kind as the Sprint PCS Products and Services in Writing of such proposed amendments, and will afford Licensee a reasonable time period in which to adopt such changes as may be required in order for Licensee to conform to the amended Quality Standards. Section 2.2. Rights of Inspection. In order to ensure that the Quality Standards are maintained, Licensor and its authorized agents and representatives shall have the right, but not the obligation, with prior notice to Licensee, to enter upon the premises of any office or facility operated by or for Licensee with respect to Sprint PCS Products and Premium and Promotional Items at all reasonable times, to inspect, monitor and test in a reasonable manner facilities and equipment used to furnish Sprint PCS Products and Services and Premium and Promotional Items and, with prior written notice to Licensee, to inspect the books and records of Licensee in a manner that does not unreasonably interfere with the Quality Standards maintained hereunder. Section 2.3. Marking Compliance with Trademark Laws. Licensee shall cause the appropriate designation "(TM)" or "(sm)" or the registration symbol "(R)" to be placed adjacent to the Licensed Marks in connection with the use thereof and to indicate such additional information as Licensed Marks. Licensee shall place the following notice on all printed or electronic materials on which the Licensed Marks appear: "SPRINT", the "DIAMOND" logo and "Sprint PCS", "used under license" or such other notice as Licensor may specify from time to time. Section 2.4. Other Use Restrictions. Licensee shall not use the Licensed Marks in any manner that would reflect adversely on the image of quality symbolized by the Licensed Marks. SPRINT PROPRIETARY INFORMATION - RESTRICTED 2 ARTICLE 3 CONFIDENTIAL INFORMATION Section 3.1. Maintenance of Confidentiality. Each of Licensor and Licensee and their respective Controlled Related Parties (each a "Restricted Party") shall cause their respective employees, attorneys, accountants, consultants and other agents and advisors (collectively, and together with their respective officers and directors, "Agents") to keep secret and maintain in confidence the terms of this agreement and all confidential Information") and data of the performance of its obligations under this agreement (the "Confidential Information") and shall not, and shall cause their respective officers and directors not to, and shall take all reasonable measures to cause their respective officers and their respective officers and directors not to, disclose Confidential Information. Each party further agrees that it shall not use the Confidential Information for any purpose other than determining and performing its obligations and exercising its rights under this agreement. Each party shall take all reasonable measures necessary to prevent any unauthorized disclosure of the Confidential Information by any of their respective Controlled Related Parties or any of their respective Agents. The measures taken by a Restricted Party to protect Confidential Information shall be not deemed unreasonable if the measures taken by the disclosing party to protect such Confidential Information. Section 3.2. Permitted Disclosures. Nothing herein shall prevent any Restricted Party or its Agents from using, disclosing, or authorizing the disclosure of Confidential Information it receives and which: (i) has been published or is in the public domain, through no fault of the receiving party; (ii) prior to receipt hereunder was property within the legitimate possession of the Receiving Party or, subsequent to receipt hereunder is lawfully received from a third party having rights therein without restriction of the third party's right to disseminate the Confidential Information and without notice of any restriction against its further disclosure. (iii) is independently developed by the Receiving Party through Persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information; (iv) is disclosed to a third party with the written approval of the party originally disclosing such information covered by this agreement only to the extent of the disclosure so consented to; (v) subject to the Receiving Party's compliance with Section 3.4 below, is required to be produced under order of a court of competent jurisdiction or other similar requirements of a governmental agency, provided that such Confidential Information required to be held confidential for purpose of this agreement; or SPRINT PROPRIETARY INFORMATION - RESTRICTED 3 (vi) subject to the Receiving Party's compliance with Section 3.4 below, is required to be disclosed by applicable Law or a stock exchange or association on which such Receiving Party's securities (or those of its Related Party) are listed. Section 3.3. Financial Institutions. Notwithstanding this Article 3, any party may provide Confidential Information to any financial institution in connection with borrowings from such financial institution executes a confidentiality agreement that provides protection substantially equivalent to the protection provided the parties in this Article 3. Section 3.4. Procedures. In the event that any Receiving Party (i) must disclose Confidential Information in order to comply with applicable Law or the requirements of a stock exchange or association on which such Receiving Party's securities or those of its Related Parties are listed or (ii) becomes legally compelled (by oral questions, interrogatories, requests for information, the Receiving Party shall provide the disclosing party with prompt written notice so that in the case of clause (i), the disclosing party can work with the Receiving Party to limit the disclosure to the greatest extent possible consistent with legal obligations or in the case of clause (ii), the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this agreement. In the case of a clause (ii), (A) if the disclosing party is unable to obtain a protective order or other appropriate remedy, or if the disclosing party so directs, the Receiving Party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy at the disclosing party's reasonable expense, and (B) failing the entry of a protective order or other appropriate remedy at the disclosing party's reasonable efforts to obtain a protective order or other appropriate remedy at the disclosing party's reasonable efforts to obtain a protective order or other appropriate remedy, or if the disclosing party so directs, the Receiving Party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy, and the disclosing party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy at the disclosing party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy, and the disclosing party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy, and the disclosing party shall appropriate remedy at the disclosing party shall appropriate remedy. appropriate remedy or receipt of a waiver hereunder, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by opinion of its counsel is legally required to be furnished and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information, it being understood that such reasonable efforts shall be at the cost and expense of the disclosing party whose Confidential Information has been sought. Section 3.5. Survival. The obligations under this Article 3 shall survive, as to any party, until two (2) years following the date of termination of this agreement, and, as to any Controlled Related Party of a party, until two (2) years following the earlier to occur of (A) the date that such Person is no longer a Controlled Related Party of a party, or (B) the date of the termination of this agreement; provided that such obligations shall continue indefinitely with respect to any trade secret or similar information which is proprietary to a party or its Controlled Related Parties and provides such party or its Controlled Related Parties with an advantage over its competitors. ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE Section 4.1. Licensor's Ownership. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Marks and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Service Area in the Licensee Marks shall not create in Licensee any right, title or interest in the Service Area in the Licensee Marks shall not create in Licensee any right, title or interest in the Service Area in the Licensee Marks and that all use in the Service Area of the Licensee any right, title or interest in the Service Area in the Licensee any right in the Service Area in the Licensee any right in the Service Area in the Licensee and Indiana. the Licensed Marks and the goodwill symbolized by and connected with such use of the Licensed Marks will inure solely to the benefit of the Licensee covenants that (i) Licensee will not at any time challenge Licensor's rights, title or interest in the Licensed Marks (other than to assert the specific rights granted to Licensee under this agreement), (ii) Licensee will not do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair or tend to impair the rights of Licenser in the Licensee Marks, and (iii) Licensee will not represent to any third party that Licensee has any ownership or rights in the Service Area with respect to the Licensed Marks other than the specific rights conferred by this agreement. ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSOR Section 5.1. Title to the Licensed Marks. Licensor represents and warrants that: (a) Licensor has good title to the Licensed Marks and has the right to grant the licenses provided for hereunder in accordance with the terms and conditions hereof, free of any liabilities, charges, liens, pledges, mortgages, restrictions, adverse claims, security interests, rights of others, and encumbrances of any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by Licensee of the rights granted to Licensee hereunder. (b) There is no claim, action, proceeding or other litigation pending or, to the knowledge of Licensee, threatened with respect to Licenser by Licensee hereunder. in any material respect with the exercise by Licensee of the rights purported to be granted to Licensee hereunder. Except as expressly provided above in this Section 5.1, Licensor makes no representation or warranty of any kind or nature whether express or implied with respect to the Licensee Marks (including freedom from third party infringement of the Licensed Marks). The representations and warranties provided for in this Section 5.1 shall survive the execution and delivery of this agreement. Section 5.2. Other Licensor shall not, in connection with the grant of any such license or rights, take any actions, or suffer any omission that would adversely affect the existence or validity of the Licensed Marks or conflict with the rights granted to Licensee hereunder. Section 5.3. Abandonment. Licensed Marks or conflict with the rights granted to Licensee hereunder. Section 5.3. Abandonment. Licensed Marks or conflict with the rights granted to Licensee hereunder. Section 5.3. Abandonment. Licensed Marks or conflict with the rights granted to Licensee hereunder. WARRANTIES OF BOTH PARTIES Section 6.1. Representations and Warranties. Each party hereby represents and warrants to the other party as follows: SPRINT PROPRIETARY INFORMATION - RESTRICTED 5 (a) Due Incorporation or Formation; Authorization of Agreement. Such party is a corporation duly organized, a limited liability company duly organized or a partnership duly formed, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its incorporation or formation and has the corporate, company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such party is duly licensed or qualified to do business and, if applicable, is in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such party has the corporate, company or partnership power and authority to execute and deliver this agreement and to perform its obligations hereunder and the execution, delivery and performance of this agreement have been duly authorized by all necessary corporate, company or partnership action. Assuming the due execution and delivery by the other party hereto, this agreement constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject as to enforceability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability of equitable remedies. consummation by such party of the transactions contemplated hereby (i) will conflict with, violate or result in a breach of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such party or any of its Controlled Related Parties, (ii) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, articles of organization or certificate of formation, bylaws, operating agreement or limited liability company agreement, or partnership agreement of such party or any of its Controlled Related Parties or of any material agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is a party or any of 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or approval under any indenture, mortgage, lease agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is a party or any of its Controlled Parties is a party or any of its Controlled Related Parties is a party or any of its Controlled Parties is a pa Parties, which in any such case could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of each party or its Parent. (c) Governmental Authorizations. Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required to be obtained by such party under this agreement SPRINT PROPRIETARY INFORMATION - RESTRICTED 6 or the consummation by such party of any transaction contemplated hereby has been completed, made or obtained, as the case may be. (d) Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of such party, threatened against or affecting such party or any of its Controlled Related Parties or any of their properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any action, suit or proceeding, which if adversely determined could), reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its parent; and such party or any of its Controlled Related Parties is not in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, which default could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its Parent. Section 6.2. Survival. The representations and warranties provided for under this Article 6 will survive the execution and Prosecution of Infringement. Licensee agrees to notify Licensor promptly, in writing, of any alleged, actual or threatened infringement of any of the Licensed Marks within the Service Area of which Licenser has the sole right to determine whether or not to take any action on such infringements. Licensor has the sole right to determine whether or not to take any action on such infringements. infringement actions. Any recoveries, damages and costs recovered through such proceedings shall belong exclusively to Licensor, and Licensor shall be solely responsible for all costs and expenses (including attorney fees) of prosecuting such actions. Licensee agrees to provide Licensor with all reasonably requested assistance in connection with such proceedings. ARTICLE 8 LICENSEE DEFENSE AND INDEMNIFICATION OF LICENSOR Section 8.1. Indemnification. (a) Each party hereby agrees to indemnify the other party, arising out of or in connection with: (i) the material breach of any representation or warranty made by such party in this agreement; and (ii) the material breach of any covenant or agreement by such party contained in this agreement. SPRINT PROPRIETARY INFORMATION - RESTRICTED 7 (b) In addition to the indemnification provided for in Section 8.1(a), Licensee agrees to indemnify Licensor against and hold it harmless from any Loss suffered or incurred by Licensor or its Controlled Related Parties by reason of a third party claim arising out of or relating to (i) the use of the Licensee ( or any permitted sublicensee) or by any additional Licensee (or any any Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and Promotional Items under the Licensed Marks pursuant to the Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to the Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to the Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to the Sprint PCS Products and Services and Items. Notwithstanding the foregoing, Licensee will not be required under this paragraph (b) to indemnify any Loss arising solely out of Licensee's use of the Licensee Marks in compliance with the terms of the Trademark and Service Mark Usage Guidelines; provided that Licensor shall have no obligation to indemnify for third-party claims alleged to arise from the specifics of uses of third party trademarks or service marks, or the specifics of claims made, in marketing materials prepared by or for Licensee, which such claims are alleged to have arisen. ARTICLE 9 OBLIGATIONS/SETOFF Section 9.1. Obligations/Setoff. The obligations of the parties as set forth in this agreement shall be unconditional and irrevocable, and shall not be subject to any defense or be released, discharged or otherwise affected by any matter, including impossibility, illegality, impracticality, frustration of purpose, force majeure, act of government, the bankruptcy or insolvency of any party hereto, and the obligations of each party shall not be subject to any right of setoff or recoupment which such party may not or hereafter have against the other party. ARTICLE 10 LIMITATION ON USE OF LICENSED MARKS Section 10.1. Restrictions on Use. Licensee is not permitted to make any use of the Licensed Marks in connection with products or services other than the Sprint PCS Products and Services, and as specifically authorized in Sections 1.1(b) above with respect to Related Equipment and Promotional Items, nor to make any use of the Licensed Marks directed outside of the Service Area. Section 10.2. Adherence to Trademark and Service Mark Usage Guidelines. Licensee agrees to comply with and adhere to Trademark and Service Mark Usage Guidelines for the depiction or presentation of the Licensed Marks, as furnished by Licensee depicting or promotional materials, Licensee agrees to submit samples of such materials to Licensor for approval. Licensor shall have fourteen (14) days from the date Licensor receives such materials to approve or object to any such materials within such fourteen (14) day period, such materials shall be deemed approved by Licensor. Thereafter, Licensee shall not be obligated to submit to Licensor materials prepared in accordance with the samples previously approved by Licensee shall, at the reasonable request of Licensor, continue to furnish SPRINT PROPRIETARY INFORMATION - RESTRICTED 8 samples of such marketing, advertising and promotional materials to Licensor from time to time during the term hereof at the request of Licensor. Section 10.3. Use of Similar to, or a colorable imitation of, the Licensed Marks or any part thereof, or (b) any work, symbol, character, or set of words, symbols, or characters, which in any language would be identified as the equivalent of the Licensed Marks or that are otherwise confusingly similar to, or a colorable imitation of, the Licensed Marks, whether during the term of this agreement or at any time following termination of this agreement. Licensee shall not knowingly engage in any conduct which may place the Sprint PCS Products and Services, the Licensed Marks or License agrees to obtain Licensor in a negative light or context. Section 10.4. Services of Public Figures. Licensee agrees to obtain Licensor in a negative light or context. or publicly known individual for endorsement of any Sprint PCS Products and Services or Premium and Promotional Items. ARTICLE 11 CONTROL OF BRAND IMAGE Section 11.1. Exclusive Use of Licensed Marks. The Sprint PCS Products and Services shall be marketed by Licensee solely under the Licensed Marks. Section 11.2. Consistency With Brand Image and Principles. Licensee shall use the Licensed Marks in a manner that is consistent with the brand image and principles established by Licensor, and mechanics to ensure consistency will be included in the Marketing Communications Guidelines. Section 11.3. Management of Brand Image. Licensor shall be responsible for the overall management of the brand image for the Licensed Marks. All advertising, marketing and promotional materials using the Licensed Marks prepared by Licensee shall, in addition to the provisions set forth in Section 11.2 above, comply with the Marketing Communications Guidelines may be amended and updated by Licensor from time to time. Such Marketing Communications Guidelines shall establish reasonable principles to be followed in the development of advertising, marketing and promotional campaigns conducted by Licensee shall be conducted in a manner consistent with the Marketing Communications Guidelines. Section 11.4. Advertising and promotional campaigns; provided, however, that all media buys shall be coordinated by Licensee with the buying agency of Licensor. Licensee and Licensor shall conduct ongoing reviews of upcoming advertising, marketing and promotional efforts to coordinate their respective campaigns in a manner that will maximize the advertising, marketing and promotional efforts of the parties and be consistent with the Marketing Communications Guidelines. Licensee shall not initiate any products or promotions under names which are confusingly similar to any names of national products or promotions under names which are confusingly similar to any names of national product offerings or promotions by Licensee under the Licensee Marks initiates any products or SPRINT PROPRIETARY INFORMATION - RESTRICTED 9 promotions in the Service Area under names which are confusingly similar to and, names of national product offerings or promotions by Licensee. Section 11.5. Ownership of Advertising Materials. All agreements entered into by Licensee with advertising agencies shall provide that Licensor shall own all advertising materials. All agreements entered into by Licensee. Section 11.5. Ownership of Advertising agencies shall provide that Licensor shall own all advertising materials. and conditions set forth herein, Licensee shall receive a perpetual, non-exclusive, royalty-free license to use such materials in connection with advertising and promotional materials developed by Licensee; provided, however, that the rights granted under such perpetual license shall be limited solely to the use of such materials and shall not extend the term of the license with respect to the Licensed Marks provided for hereunder. ARTICLE 12 RELATIONSHIP OF PARTIES Section 12.1. Relationship of parties that Licensee and Licensee and Licensor pursuant hereto. This agreement shall not be construed to make Licensee the agent or legal representative of Licensor for any purpose whatsoever (except as expressly provided in Articles 7 and 8). Licensee agrees, and shall require its permitted sublicensees to agree, not to incur or contract any debt or obligation on behalf of Licensor, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of Licensor in or with respect to the Licensed Marks or be detrimental to Licensor's image. ARTICLE 13 TERM; TERMINATION; EFFECTS OF TERMINATION Section 13.1. Term. This agreement commences on the date of execution and continues until the Affiliation Agreement terminates, unless earlier terminates upon termination of the Affiliation Agreement. Section 13.2. Events of Termination. If any of the following events shall occur with respect to Licensee, each such occurrence shall be deemed an "Event of Termination": (a) Bankruptcy. The occurrence of a "Bankruptcy" with respect to Licensee, each such occurrence shall be deemed an "Event of Termination": (a) Bankruptcy. The occurrence of a "Bankruptcy" with respect to Licensee, each such occurrence shall be deemed an "Event of Termination": (a) Bankruptcy. The occurrence of a "Bankruptcy" with respect to Licensee, each such occurrence shall be deemed an "Event of Termination": (a) Bankruptcy. material respect. (c) Material Misrepresentation. Licensee breaches any material representation of Affiliation Agreement, for whatever reason. Section 13.3. Licensor's Right to Terminate Upon Event of Termination. Licensor may, at its option, without prejudice to any other remedies it may have, terminate this agreement by giving written notice SPRINT PROPRIETARY INFORMATION - RESTRICTED 10 of such termination to Licensee as follows: (a) immediately, upon the occurrence of any Event of Termination pursuant to Section 13.2(a) with respect to Licensee; or (b) after the expiration of thirty (30) days from Licensee's receipt of written notice from Licensor of the occurrence of any Event of Termination pursuant to Sections 13.2(b) or 13.2(c), if such failure to perform or breach is then still uncured; or (c) immediately upon the repeated or continuing occurrence of Events of Termination pursuant to Section 13.2(b) (regardless of whether such continuing failures to perform or breaches have been cured by Licensee in accordance with the provisions of clause (b) or this Section 13.2); or (d) immediately upon the occurrence of a termination pursuant to Section 13.2); or (d) immediately upon the occurrence of a termination pursuant to Section 13.2); or (d) immediately upon the occurrence of a termination pursuant to Section 13.2. remedies it may have, terminate this agreement by giving written notice of such termination to Licensor as follows: (a) immediately, in the event that Licensor abandons the Licensed Marks or otherwise ceases to support the Licensor; or (c) immediately in the event of an occurrence of termination pursuant to Section 13.5. Effects of Termination. Upon the termination of this agreement for any reason, all rights of Licensee in and to the Licenseed Marks in the Service Area shall cease within thirty (30) days following the date on which this agreement terminates (except in the case of a termination resulting from an Event of Termination described in Section 13.2(b), (c) or (d), in which case such rights to use the Licensee may thereafter sell, transfer or otherwise dispose of any Related Equipment and Premium and Promotional Items that are then in Licensee's inventory (or which Licensee has purchased or is then legally obligated to purchase) for an additional reasonable period not to exceed three (3) months. Licensee has purchased or is then legally obligated to purchase) for an additional reasonable period not to exceed three (3) months. Licensee's right of disposal period not to exceed three (3) months. Licensee's right of disposal period not to exceed three (3) months. Marks. The provisions of Articles 3, 4, 5, 6 and 8 will survive any termination of this agreement. ARTICLE 14 ASSIGNMENT; SUBLICENSING Section 14.1. Licensee Right to Assign any of its rights or obligations hereunder. Section 14.2. Licensor Right to Assign the Licensed Marks. Nothing herein shall be construed to limit the right of the Licenses to Additional Licenses. Licensee shall not sublicense (or attempt to sublicense) any of its rights hereunder without the prior written consent of Licensor, in the sole discretion of Licensor, in the sole discretion of Licensor, in the sole discretion of Licensor. ARTICLE 15 MISCELLANEOUS Section 15.1. Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this agreement shall be in writing and mailed (certified or registered mail, postage SPRINT PROPRIETARY INFORMATION - RESTRICTED 11 prepaid, return received), charges prepaid and addressed as described on the Notice Address Schedule attached to the Master Signature Page, or to such other address or number as such party may from time to time specify by written notice to the other party. All notices and other communications given and received (i) four (4) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested, (ii) when delivered by hand or transmitted by facsimile (with acknowledgment received and, in the case of a facsimile only, a copy of such notice is sent no later than the next Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt. Section 15.2. Binding Effect. Except as otherwise provided in this agreement, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees, and assigns. Section 15.3. Construction. This agreement shall be construed simply according to its fair meaning and not strictly for or against any party. Section 15.4. Time. Time is of the essence with respect to this agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this agreement. Section 15.6. Severability. Every provision of this agreement is intended to be severable. If any term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this agreement. If necessary to effect the intent of the parties will negotiate in good faith to amend this agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent. Section 15.7. Further Action. Each party upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this agreement. Section 15.8. Governing Law. The internal laws of the State of Missouri (without regard to principles of conflict of law) shall govern the validity of this agreement, the construction of its terms, and the interpretation of the parties. Section 15.9. Specific Performance. Each party agrees with the other party that the other party would be irreparably damaged if any of the provisions of this agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, in addition to any other remedy to which the nonbreaching party may be entitled, at law or in equity, the nonbreaching party shall be entitled to injunctive relief to prevent breaches of this agreement and specifically to enforce the terms and provisions hereof. SPRINT PROPRIETARY INFORMATION - RESTRICTED 12 Section 15.10. Entire Agreement. The provisions of this agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and other communications between the parties relating to the subject matter hereof Section 15.11. Limitation on Rights of Others. Nothing in this agreement, whether express or implied, shall be construed to give any party other than the parties any legal or equitable right, remedy or claim under or in respect of this agreement. Section 15.12. Waivers; Remedies. The observance of any term of this agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party or parties entitled to enforce such term, but any such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any other further exercise of any other right or power. Section 15.13. Jurisdiction; Consent to Service of Process. (a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Missouri State court sitting in the Western District of Missouri, and any appellate court from any such court, in any suit action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Missouri State Court or, to the extent permitted by law, in such Federal court. (b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in Missouri State court sitting in the County of Jackson or any Federal court sitting in the Western District of Missouri Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding, that such court does not have jurisdiction over such party. (c) Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this agreement, provided that such service shall be deemed to have been given only when actually received by such party. Nothing in this agreement shall affect the right of a party to serve process in another manner permitted by law. Section 15.14. Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in Section 15.16. Master Signature Page. Each party agrees that it will execute the Master Signature Page that evidences such party's agreement to execute, become a party to and be bound by this agreement, which document is incorporated herein by this reference. [The remainder of this page is intentionally left blank.] SPRINT PROPRIETARY INFORMATION - RESTRICTED 14 what is assignment and assumption agreement. what is the purpose of an assignment and assumption

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