

**Memorandum of Understanding  
between**

**Wildlife Forever  
2700 Freeway Blvd. #1000  
Brooklyn Center, MN 55430**

and the

**Association of Fish & Wildlife Agencies  
1100 First Street, NE  
#825  
Washington, DC, 20002**

This **Memorandum of Understanding** is hereby entered into by and between the Association of Fish and Wildlife Agencies, hereinafter referred to as AFWA, and Wildlife Forever.

**A. PURPOSE**

Through this MoU, the parties seek to further their mutual goal of Invasive Species outreach and education through the use of the Clean Drain Dry trademark.

**B. BACKGROUND**

Wildlife Forever wishes to donate the trademark registration of Clean Drain Dry (registration # 4843105) to the Association of Fish & Wildlife Agencies (AFWA). The intent of this trademark registration is to protect the mark for all partners to use, free of charge, to support invasive species outreach and education. With transfer of ownership both parties encourage active use of the Clean Drain Dry mark at no charge and free of any and all license fees.

**C. AFWA RESPONSIBILITIES UNDER THIS AGREEMENT**

- I. AFWA agrees to accept the assignment of the Clean Drain Dry trademark.
- II. AFWA agrees to allow the appropriate use of the Clean Drain Dry Trademark free of charge in perpetuity or as long as AFWA holds the trademark.
- III. AFWA agrees to take appropriate action against any parties misusing the Clean Drain Dry trademark in a manner that jeopardizes the objectives of the trademark.
- IV. AFWA agrees to maintain the trademark with the United States Patent and Trademark Office (USPTO)

**D. WILDLIFE FOREVER RESPONSIBILITIES UNDER THIS AGREEMENT**

- I. Wildlife Forever agrees to take responsibility for the change in assignment of the trademark including any fees or costs associated with the change in assignment.
- II. Wildlife Forever agrees that AFWA is the legal holder of the trademark and that Wildlife Forever has no legal claim to ownership of the trademark.
- III. Wildlife Forever will indemnify and hold AFWA harmless from any claim arising out of Wildlife Forever's use of the trademark that occurred prior to this assignment.

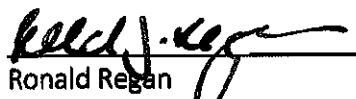
**E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:**

- I. AFWA may for any reason chose not to maintain the trademark, to assign the trademark, or choose to allow the registration to expire. Should AWFA elect to make changes listed above Wildlife Forever would be given first right of refusal to maintain the trademark.

**AUTHORIZED REPRESENTATIVES.**

THE PARTIES HERERTO have executed this instrument as of the last date shown below:

Association of Fish and Wildlife Agencies

  
Ronald Regan  
Executive Director

Date 12/10/15

Wildlife Forever

  
Douglas H. Grann  
President & CEO

Date

12-07-15