



LOGO LICENSE AGREEMENT- MEMBER

LICENSE AGREEMENT

FOR USE OF THE TRADE OR SERVICE MARK OF THE AMERICAN TRUCKING ASSOCIATIONS, INC.

THIS AGREEMENT is made between AMERICAN TRUCKING ASSOCIATIONS, INC., with corporate offices at 950 N. Glebe Road, Suite 210, Arlington, VA 22203-4181 (“ATA” or “Licensor”) and the undersigned ATA Member (“Licensee”), and is made with reference to the following facts:

- A. Licensor is the owner of the registered trade or service mark (the “Mark”), a copy of which under the imprint “Member of” is attached as Exhibit I.
- B. Licensee wishes to display the Mark on its letterhead, business cards, promotional and advertising materials, or commercial motor vehicles.
- C. Licensee is a member in good standing of ATA.
- D. Both parties desire that Licensee display the Mark as described herein.
- E. The EFFECTIVE DATE of this Agreement is the date on which the Agreement is accepted and executed by Licensee.

BY USING THE MARK, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU DO NOT HAVE ATA’S PERMISSION TO USE THE MARK. ANY UNAUTHORIZED USE VIOLATES ATA’S OWNERSHIP RIGHTS IN THE MARK AND IS STRICTLY PROHIBITED.

THEREFORE, the parties agree as follows:

1. *Grant.* Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee the limited right to use, and Licensee hereby undertakes to use pursuant to these terms and conditions, the Mark.
2. *Use.* Licensee may display the Mark on promotional materials, letterhead and similar items. The Mark is not to be displayed in any manner which suggests the endorsement or approval of Licensee or its products or services by ATA. The Mark, where and whenever displayed by Licensee, shall be below the imprint “Member of”, and shall be displayed in accordance with rules set forth by ATA. The initial rules applicable on the EFFECTIVE DATE are attached hereto as Exhibit II. Such Exhibit may be changed from time to time by ATA, and Licensee agrees to comply in all respects with the amended requirements of such Exhibit. Licensee will be given a reasonable period, in no event less than thirty days, to comply with changes in such rules.
3. *Non-Exclusivity.* The limited right and license granted to Licensee hereunder is non-exclusive, and Licensor, at its sole discretion, shall be free to itself use or grant others the right to use the Mark on any product, material or service, including those in competition with Licensee.
4. *Assignment.* The right granted in this Agreement to Licensee shall be non-divisible and shall not be transferable or assignable without the Licensor’s prior written consent, which it may withhold in its sole and absolute discretion. Any such assignment or transfer without such consent shall be void and of no effect.
5. *Term and Termination.* Except as otherwise provided herein, this Agreement shall remain in full force and effect as long as Licensee shall remain a member in good standing of ATA; provided, however, that in the event that the Licensee fails to comply with any provision of the Agreement, the Licensor may terminate this Agreement upon providing Licensee written notice, such termination to be effective immediately upon receipt by Licensee. The Agreement shall terminate automatically should Licensee become delinquent in the payment of its dues to ATA. Further, Licensor reserves the right to terminate this Agreement at any time, without cause,

upon providing Licensee thirty days written notice. Upon termination of this Agreement for any reason, Licensee shall immediately cease further distribution of all products or other materials bearing the Mark.

6. *Ownership.* Licensee acknowledges the Licensor's exclusive right, title, and interest in and to the Mark and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Licensee shall not in any manner represent that it has any ownership in the Mark or registration thereof, and the Licensee acknowledges that use of the Mark shall not create any right, title or interest in favor of Licensee, but all uses of the Mark by the Licensee shall inure to the benefit of Licensor. Upon expiration or termination of the Agreement, Licensee will cease and desist from all use of the Mark in any way and will deliver to Licensor or its duly authorized representative the logotype of the Mark together with all advertising and promotional materials and signs containing the Mark.
7. *Notices.* Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given: if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address as provided by Licensee to ATA's Membership Department or such other address as may be furnished in writing by Licensee to ATA; or faxed to the fax number provided by Licensee to ATA's Membership Department or such other number as may be furnished in writing by Licensee to ATA. In the case of ATA, notice shall be addressed to the Membership Department.
8. *Indemnification and Hold Harmless.* Licensee hereby covenants and agrees to indemnify and hold harmless Licensor, its respective officers, directors, agents and employees from and against any and all claims, loss, damage, injury and liability resulting from Licensee's use of the Mark, and to pay for all legal and other costs (including reasonable attorneys' fees) Licensor might incur in defending any such action.
9. *Forum and Venue.* This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, except for any Virginia choice of law rule that would result in the governing law being the law of any jurisdiction other than Virginia. The venue for resolution, whether in court or otherwise, of any dispute between Licensee and Licensor that arises under or in relation to this Agreement shall be, to the maximum extent permitted by law, Arlington, Virginia.
10. *Consent to Service of Process.* Licensee hereby waives personal service of any and all process and consents that all such service or process shall be made by certified mail, return receipt requested, at the address of such party stated below, and service so made shall be complete two days after it shall have been posted as stated in this paragraph.
11. *Entire Agreement.* This is the entire contract between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the EFFECTIVE DATE.

BY: _____

Title: _____

Company: _____

Date: _____

Please print a copy for your files and return signed License Agreement to the ATA Membership Department:

By Fax: (703) 838-1933

By E-mail: atamembership@trucking.org

EXHIBIT I

MEMBER OF



**AMERICAN
TRUCKING
ASSOCIATIONS**

EXHIBIT II



Graphic Standards Program

Effective: March 1, 1999

Revised: May 26, 2009

Guidelines

Policy on Use of the ATA Logo

This policy covers all uses of the logo, including: documents, publications, advertising, stationery, signs, Web sites, e-mails and clothing. The logo is the symbol of American Trucking Associations (ATA) and it carries with it the identity and reputation of ATA, wherever and whenever it is used. Since the name and reputation of ATA are among its most valuable assets, it is of extreme importance to ATA, its staff and membership that all uses of the logo be authorized and in conformance with this policy statement. If you have questions concerning either your use of the logo or the use of the ATA logo by any other party, contact either ATA's Membership Department or ATA's Law Department.

I. GENERAL

No one outside of ATA can use the logo in print or electronic format, including Internet or intranet displays, without a license.

All use and reproduction of the logo by ATA, its affiliates or members must be in compliance with the guidelines set forth in this Graphic Standards Program Guidelines. If you have any questions regarding how the logo can be displayed, contact ATA's Membership Department. ATA's Graphics Department will make available electronic or hard copy samples of how the logo is to be displayed to all authorized users.

All displays of the logo must include the registered trademark notation (a small ® adjacent to the mark), as indicated in this Graphic Standards Program Guidelines. Failure to include the trademark notation can result in the automatic termination of a license or other permission to use the mark.

The logo should always be used with proper discretion and good taste and should not be used in any manner which is derisive to the logo, ATA or the trucking industry.

II. USE BY ATA MEMBERS

No member may use the ATA logo until it has executed a Logo License Agreement with ATA. A copy of the license is attached. The license will remain in effect only as long as the member remains in good standing (i.e., all dues are paid in full and on time). ATA may, upon written notice to the member, suspend or terminate the license should the member's dues be unpaid or in arrears or should the logo be used in violation of this policy.

The display of the logo always must disclose the user's member status in ATA by displaying the imprint, "Member of" or "Allied Member of," whichever is appropriate.



Licensed members will be permitted to display the logo on their letterhead, promotional materials, trucks, advertisements and exhibit booths at industry shows. Allied members may not display the logo on their products.

The logo cannot be used in any way that implies an endorsement of a company, product or service by ATA unless there is a mutually agreed upon endorsement in place and usage is licensed and approved by ATA.

III. THIRD-PARTY USE OF THE ATA LOGO


Other than as described above, no third party may use or display the ATA logo except pursuant to a written agreement with ATA. Such agreements can only be authorized by ATA's Membership Department and must be approved by ATA's Law Department.

Logo

The ATA logo has a triangular shape representing the three areas of the Federation – ATA, state affiliates and councils/conferences. The truck at the top of the logo not only acts as a symbol of the industry we serve, but its angled, contemporary design imparts a sense of forward motion, as does the italic typeface used for the words, “American Trucking Associations,” underneath the triangle. The stripes, star and red, white and blue color scheme represent the spirit of America.

The ® must ALWAYS appear with the logo. The symbol and logo type should always appear as a single unit and must never be less than 1” wide.

Clear Space

X	X	X
X		X
X	X	X

When space is very limited (as sometimes happens in advertisements), it is acceptable to reduce the clear space around the logo.

Colors

The official colors of ATA s corporate signature are based on the Pantone® Matching System. The colors are:



The official colors should never be rearranged.

The logo may be printed in a solid PMS 187 Red or a solid PMS 280 Blue. It may also be reversed out of a solid color to white or printed in 100% black. Other variations require advanced written approval by the ATA Membership Department.

When the logo is used in a four-color process printed publication, the approved forms of reproduction are:

- Black only
- A process color simulation of the blue and red. This can be achieved by combining the following:

Red: 0% Cyan, 91% Magenta, 72% Yellow, 23.5% Black

Blue: 100% Cyan, 72% Magenta, 0% Yellow, 18.5% Black

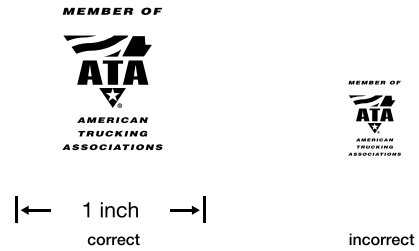
- Reversed out of a solid color to white.



Graphic Examples of Logo Usage

The following are guidelines on the proper application of the ATA corporate signature to print graphic materials:

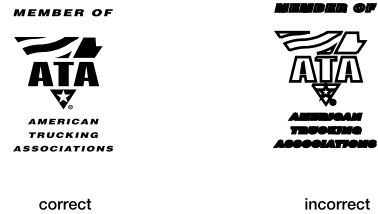
- The logo with tagline should not be reproduced in a size smaller than 1" wide; below that size the type becomes illegible.



- The logo should not be screened.



- The logo should not be outlined.



- The logo should retain its own integrity and should not be used as part of another graphic element; therefore, it should be placed at an adequate distance from other graphic elements.



- The logo should not be repeated as a pattern or texture.



correct

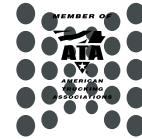


incorrect

- The logo should be legible; therefore, it should not be reproduced on a strongly patterned background or one that is too light or too dark, nor should it be overprinted with text.



correct



incorrect



incorrect



incorrect



incorrect

- The logo may not be distorted or altered in any way.



correct



incorrect

Electronic Logo Files

Formats

The ATA corporate signature is provided in a variety of file formats. Refer to the information below to determine the format that best meets your requirements. Note: the signature must not be reduced in size to less than the minimum acceptable size specified on page 3 of this Graphic Standards Program Guidelines.

Encapsulated PostScript (.EPS)

Use this format for documents that will be printed on a PostScript output device. Note: this is the only acceptable format for documents prepared for two- or four-color printing.

Files in .EPS format can be enlarged or reduced and will reproduce at the maximum resolution available from your output device.

Tagged Image File Format (.TIF), Joint Photographic Experts Group (.JPEG) and Windows Bitmap Format (.BMP)

Use these formats if your application or output device does not support .EPS format. Color versions are provided for use in presentation graphics; however, they are not suitable for color commercial printing (use .EPS format files instead).

Files in .TIF, .JPEG and .BMP formats may suffer quality degradation if enlarged or reduced too much.

Graphics Interchange Format (.GIF)

Use this format for Web pages and presentation graphics that will be displayed on screen but not printed. The resolution of the files provided in .GIF format is not sufficient to provide high-quality printed output.

Files in .GIF format should not be resized, as serious quality degradation will result. An assortment of sizes is provided for your convenience.

Color Information

Files are provided in the following color schemes:

Format	Black Only	White Only	PMS/CMYK	RGB
EPS	Yes	Yes	Yes(1)	-
TIF	Yes	-	Yes(2)	Yes
BMP	Yes	-	-	Yes
JPG	Yes	-	Yes	Yes
GIF	Yes	-	-	Yes

(1) File contains both PMS (Pantone® Matching System) and CMYK (four-color process) information.

(2) File contains only CMYK information.

PMS colors used are:

PMS 187 Red

PMS 280 Blue

CMYK* colors used are:

Red: 0% Cyan, 91% Magenta, 72% Yellow, 23.5% Black

Blue: 100% Cyan, 72% Magenta, 0% Yellow, 18.5% Black

RGB colors used are:

Red: 153 R / 0 G / 51 B
(HTML code: "#990033")

Blue: 0 R / 0 G / 102 B
(HTML code: "#000066")

*Colors may appear different on computer screens. This is a result of variations in programs, platforms and monitors.

