CRAFTER LICENSE AGREEMENT

This Agreement shall serve as a legal and binding Agreement by and between MISSISSIPPI STATE UNIVERSITY, an agency of the State of Mississippi, for and on behalf of the Office of Trademark Licensing, having its principal place of business at 195 Lee Blvd., YMCA Building, Room 3150, Mississippi State, MS 39762 (hereinafter "University") and _____, individually, having an address of _____ (hereinafter "Licensee").

WHEREAS, the University is the owner of certain designations, including designs, trademarks, service marks, logographics, symbols, and other indicia (hereinafter "Licensed Indicia"); and

WHEREAS, Licensee desires to use certain of the Licensed Indicia in connection with the sale of products displaying Mississippi State University Licensed Indicia (hereinafter "Licensed Articles"); and

WHEREAS, University is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS. Licensee acknowledges and agrees that University is the sole and exclusive owner of all rights, title and interest in and to its Licensed Indicia as shown on Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by University.

2. GRANT. University hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A displaying certain of the Licensed Indicia set forth in Appendix B, in accordance with the limited terms and conditions herein. Licensee may only sell the Licensed Articles directly to individual consumers. Examples of such sales include through websites, craft shows, flea markets, holiday shows, festivals, gift marts, and events organized by religious organizations, schools, counties and states. Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University, it may not use the indicia of any other colleges, universities, conferences, bowl games or the NCAA, or the names and/or likenesses of any third party, in connection with the Licensed Articles. No wholesale sales or sales to any third party retailers are permitted.

3. TERM. This Agreement shall be deemed effective as of the date of the last signature below, and shall expire June 30, _____. This Agreement may be renewed for additional yearly periods upon mutual written agreement of the parties, unless Licensee distributes and/or sells in excess of 500 Licensed Articles or exceeds $2,500.00 in sales of Licensed Articles, during the

initial term or any renewal period. In such case, Licensee will be required to obtain a license agreement from the University's authorized licensing agency.

4. APPROVAL OF LICENSED ARTICLES. The execution of this Agreement shall be considered the University's approval for Licensee to sell the Licensed Articles displaying the Licensed Indicia. In the event that Licensee wants to add additional Licensed Articles not set forth in Appendix A, Licensee shall submit a sample of such product to University for written approval.

5. OFFICIAL CERTIFICATE. In lieu of requirement to affix a label to the Licensed Article, Licensee will be issued an "Officially Licensed Collegiate Craft" Certificate and shall display the Certificate at all shows and events where the Licensed Articles are sold.

6. ROYALTY PAYMENTS/REPORTS.

(a) Royalty payments: Upon execution of this Agreement, Licensee shall pay to University a royalty fee in the amount of $120.00 for the initial contract period; upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University a royalty fee in the amount of $100.

(b) Royalty Reports. At the end of the initial term, and at the end of any renewal term agreed to by the parties, Licensee shall provide University a report indicating the total amount of sales of Licensed Articles, total units of Licensed Articles sold, and the specific location where such sales were made.

7. INDEMNIFICATION. The University shall have no liability arising out of Licensee's use of the Licensed Indicia during the Term. Licensee hereby agrees to indemnify and hold harmless the University, and its trustees, officers, employees and agents, from any and all liability that arises in connection with Licensee's sale of the Licensed Articles.

8. RELATIONSHIP OF PARTIES. Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and the Licensee shall have no power to obligate or bind the University in any manner whatsoever, and the University does not in any way represent itself as a guarantor of the quality of any product produced by the Licensee.

9. SEVERABILITY. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

10. INTEGRATION. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all

previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

11. GOVERNING ATHLETIC RULES. Licensee agrees that all of its activities and products shall comply fully with applicable NCAA and SEC rules and regulations and shall not cause or result in the University or a student-athlete being in violation of such rules or regulations. Licensee shall not use the name or likeness of a University coach or student-athlete.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Crafter Licensee	University
By: _____	By: _____
	Joan L. Lucas
Title: _____	Title: General Counsel
Date: _____	Date: _____

Address: _____

City, State: _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

CONTRACT NUMBER:_____

Appendix A
Products Offered
(Include pictures or send actual sample to the Mississippi State University's Licensing Office)

Appendix B
Mississippi State University Logo Sheet