

IANTD TRADEMARK LICENSE AGREEMENT

INTERNATIONAL ASSOCIATION OF NITROX DIVERS, INC. DBA INTERNATIONAL ASSOCIATION OF NITROX AND TECHNICAL DIVERS, IANTD AND IAND, Inc. (hereinafter referred to as "IANTD"), is the exclusive owner of the IANTD word and logo trademarks and as such has the right and authority to sublicense such marks to its professional members to include Dive Master, Dive Supervisor, Assistant Instructor, Instructor, Retail Dive Store, Silver Facility, Platinum Facility, and Local Area Offices.

The IANTD marks include, but are not limited to, the word marks INTERNATIONAL ASSOCIATION OF NITROX DIVERS, INTERNATIONAL ASSOCIATION OF NITROX AND TECHNICAL DIVERS, IAND and IANTD.

The IANTD logo type mark includes, but is not limited to, the logo bearing diver over a triangle and within a circle bearing the words EANX WRECK NITROX TRIMIX EANX CASE DEEP AIR INTERNATIONAL ASSOCIATION NITROX & TECHNICAL DIVERS N2 O2. For the purpose of this Agreement, the word and logo marks noted above shall be referred to collectively as the "MARKS".

IANTD relies on these marks to indicate the source of origin of its services, certifications, support programs and products so that the world wide public will be protected from misuse of these marks, so that the public will recognize those affiliated with IANTD in a professional manner; so IANTD professional members as well as students and others associated with IANTD will receive the highest quality services and products pertaining to its business, and to provide IANTD members with the ability to advertise, promote and indicate the source of origin of the IANTD services, certifications, support programs and products they provide.

LICENSE TO USE IANTD MARKS FOR PROMOTIONAL MATERIALS ONLY

IANTD Professional Members are hereby granted a license to use the forgoing Marks on PROMOTIONAL MATERIALS ONLY, as follows and this license by IANTD shall be only with respect to:

(1) Printed Advertising and promotional materials to include newspaper and periodical advertisements, telephone directory, cell service directory, magazine and periodical advertising, handbills, signs, brochures, and (2) Film and video format promotional materials such as television commercials, promotional slide shows or promotional videos; and (3) For Promotional Use Only as follows: Software, fixed media, such as floppy disks, hard drives, DVD or CD-ROM, or any interactive digital or broadcast media or methods, including but not limited to world wide web sites, with such uses governed by the most current guidelines, as may be published by IANTD from time to time, none of which shall include use on any item or product intended for resale.

IANTD MARKS SHALL NOT BE USED ON ITEMS FOR RESALE

The IANTD Marks shall NOT be placed upon any clothing, books, manuals, CDs, DVDs, promotional materials, equipment, or any other product or materials that shall be resold in any manner. The sole exception to this rule is that IANTD LICENSEES and Professional Members may, upon direct written authorization from IANTD, stating a specific number of items, use the word mark IANTD or the logo mark bearing the diver within the triangle and circle and the words TRIMIX EANX CAVE DEEP AIR INTERNATIONAL ASSOCIATION OF NITROX & TECHNICAL DIVERS N2 O2, on either a polo shirt, t-shirt or other clothing item that shall be for use by the Professional Member and its staff only.

IANTD MARKS SHALL NOT BE REGISTERED IN ANY COUNTRY OR USED IN INTERNET DOMAIN NAMES OR E-MAIL ADDRESSES. The IANTD marks shall not ever be registered or used in any manner what-so-ever in Internet Domain Names, e-mail addresses or be filed or registered as a trademark in any manner on any trademark register worldwide.

EXACT FORMAT, CHARACTER, GENERAL APPEARANCE REQUIRED. This License Agreement requires that the IANTD Marks be used for promotional purposes only and in the exact format, character, general appearance, type style, background, color and proportions of the Marks originating from IANTD. The Marks shall not be combined with other marks, symbols, language or be in a format and appearance other than that actually used by IANTD. The entire Mark must be used at all times. No abbreviation or change of the Marks shall be allowed in any manner. The Marks shall not be incorporated in any manner with in any other trademark worldwide.

LICENCE AGREEMENT NON-TRANSFERRABLE. This License Agreement is personal to the IANTD member and shall never be transferred or sublicensed in any manner or to any individual or entity what-so-ever.

IANTD HAS SOLE DISCRETION TO DISAPPROVE OF ANY PROMOTIONAL MATERIALS OR USE OF THE IANTD MARKS

IANTD retains the sole right and discretion to approve or disapprove of any promotional materials prepared depicting its Marks and has the right, title and authority to demand destruction of any such promotional materials that it deems improper use of its Marks. IANTD shall be the sole judge in this determination.

TO AVOID MISTAKE

To avoid mistake when using the IANTD Marks, IANTD suggests that its members request approval of the planned use of the Marks prior to preparing promotional materials. Such approval shall be sent directly to certs@iantd.com via the World Wide Web. IANTD will respond as soon as practicable and reminds its members that the License to use the Marks is intended to prevent mistakes, deceptions, dilution or other problems that would be detrimental to the IANTD Marks.

PROTECTION OF ITS MARKS

As part of the benefits to IANTD members, IANTD retains the right to bring suit or other action necessary to protect its Marks as to any individual or entity.

This License Agreement is valid during the term of membership and shall be terminated immediately upon termination or failure to renew the member's membership with IANTD.

I _____, have read and understand the contents of this License Agreement and agree to abide by its terms and conditions.

Signature of Member

Date Signed ____/____/____ Member Number _____
Day / month / year