

STOP THE BLEED[®] **PROMOTIONAL LICENSING**

AGREEMENT effective November 14, 2024, between the **DEPARTMENT OF DEFENSE**, an agency of the United States government, by and through the Defense Media Activity (DMA) Trademark Licensing Office, whose address is 633 Third Street, N.W., Suite 116, Washington, D.C. 20001- 3050 (hereinafter collectively referred to as “DoD”) and **BASSANO ANTINCENDIO** (hereinafter called “Licensee”).

WHEREAS, STOP THE BLEED[®] is a U.S. Government program that is administered by the Defense Health Agency’s Combat Casualty Care Research Program. The Stop the Bleed program addresses the need to train and enable the public to take critical lifesaving actions to control severe blood loss caused by a traumatic injury (hereinafter referred to as the “Program”); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the Stop the Bleed marks shown on Exhibit A of this Agreement (hereinafter referred to as the “Marks”); and

WHEREAS, DoD has adopted the Marks as the Program’s official symbols and in an effort to create greater public awareness of the Program and its objectives, DoD is working with interested private and public organizations to promote the goals of the Program; and

WHEREAS, Licensee desires to utilize the Marks in connection with its promotional and outreach activities in support of the Program; and

WHEREAS, DoD is willing to license and allow Licensee to use the Marks under the terms and conditions set forth below.

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

1. **GRANT OF LICENSE:** Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee the non-exclusive right and license to use the Marks, in the Territory described below, in conjunction with its **OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE “STOP THE BLEED[®]” PROGRAM**. Outreach efforts include promoting the Program and its purposes on Licensee’s website, through media releases and through the distribution of posters and other promotional pieces dealing with how to stop or control severe bleeding. Use of the Marks to promote the Program in other ways must be pre-approved by DoD in writing.

2. **ROYALTY:** This is a royalty free license.

3. **TERRITORY:** Unless otherwise agreed by DoD in writing, this license is only valid for the following territory: Italy

4. **LICENSE LIMITATIONS:**

4.1. Licensee understands that this license does not cover the manufacture, distribution or sales of promotional products such as T-shirts, mugs, stickers, etc., bearing any of the Marks. A separate licensing agreement will normally be required for the production and distribution of such items. If Licensee desire

to distribute such products, it should contact Ms. Tzipy Fromberg via email (Fromberg.tziporah@stripes.com) and request a license. A copy of the request should be sent to DoD at StopTheBleed@stripes.osd.mil.

4.2. No items bearing the Marks will be sold or exchanged for anything of value unless prior written approval for such sale is received from DoD. Licensee agrees that it will not use the Marks in a manner that would indicate DoD's endorsement of any of its products or services. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

5. **NOT TO BE PLACED ON HEMORRHAGE CONTROL DEVICES OR PRODUCTS:** Licensee understands that this license does not authorize it to place any of the Marks on individual hemorrhage control products or other devices (e.g. tourniquets, hemostatic gauzes, mobile first aid kits, etc.). Training kits that meet the quality and functionality specifications set by DoD are available for purchase from a number of groups. Upon request, DoD will provide Licensee with the names and contact information for some of these groups.

6. **CHANGES IN ARTWORK OR DESIGNS:** Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in Exhibit A and the Stop the Bleed Style Guide. Upon request, DoD shall provide Licensee with a copy of its current style guide and reproduction quality copies of the Marks. If requested by DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create and/or is using in support of its Stop the Bleed outreach program. Licensee also agrees to make such change to its website as may be requested by DoD to ensure that the reproductions of the Marks conform with the Stop the Bleed Style Guide and all other provisions of this Agreement.

7. **STOP THE BLEED® APPS:** DoD has developed a STOP THE BLEED® bleeding control app which is available at no costs. It is recommended that Licensee promote the availability of the apps on its website and in other promotional materials that it creates. The apps can be found at:

iOS devices. See: <https://itunes.apple.com/us/app/stb/id1336173602?mt=8>

Google Play: See: <https://play.google.com/store/apps/details?id=edu.usuhs.stb>

8. OWNERSHIP OF MARK:

8.1. Licensee acknowledges that DoD owns the Marks shown on Exhibit A and agrees that it will do nothing inconsistent with such ownership, that all use of the Marks by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that nothing in this License shall give Licensee any right, title, or interest in the Marks other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may have on the Marks and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Stop the Bleed mark is used.

8.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words,

logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

8.3. Licensee shall not apply for, secure or own any domain name or Uniform Resource Locator (URL) that contains the words Stop the Bleed, Stop the Bleeding or any variation thereof without DoD's prior written consent. Licensee further agrees that any such URL that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such URL instead of assigning it to DoD.

8.4. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

8.5. All the provisions of Paragraph 8 of this Agreement shall survive termination of this Agreement.

9. **POINT OF CONTACTS** – The Parties have designated the persons listed below as their point-of-contact for all matters dealing with this licensing agreement

DOD at:

DMA TRADEMARK LICENSING OFFICE
ATTN: Director
633 Third Street, N.W., Suite 116
Washington, D.C. 20001-3050
Email: trademarks@stripes.osd.mil

Copy to:

Ms. Tzipy Fromberg, MBA
Trademark Management Specialist
Stop the Bleed Program
Fromberg.tziporah@stripes.com

Licensee at:

Bassano Antincendio
Bassano del Grappa, Italy
Michele Merlo merlomichele96@icloud.com
Michele Merlo academy@basanoantincendio.it

10. **TERMINATION OF LICENSE:** This Agreement shall commence as of the effective date written above and shall expire on November 11, 2027. This period shall hereinafter be referred to as the “Term”. Notwithstanding the proceeding, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall then terminate at the end of the notice period. The notice shall be sent to the other party's Point of Contact as stated in paragraph 9 above. Such notice can be sent by any reasonable method, however, the burden of proving receipt of notice shall be on the sender.

11. **REPRESENTATIONS AND WARRANTIES:** Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third party before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks licensed under this Agreement do not infringe upon or violate any third party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. The Marks are registered trademarks in the United States and many foreign countries. However, there may be some countries where third parties may claim rights to the name, Stop the Bleed, that are superior to those owned by DoD. If the Marks are to be used outside of the United States, Licensee is solely responsible for ensuring that such use does not violate any third party rights. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third-party intellectual property rights, trade secrets or other proprietary rights.

12. **CAPTIONS:** Captions or headings used in this Agreement are for convenience or reference only and shall not be considered in the construction of this Agreement.

13. **APPLICABLE LAW:** This Agreement will be governed by, construed and interpreted in accordance with the laws of the State of the United States of America, without regard to conflict of law principles. Any action brought by Licensee for monetary damages against DoD shall be brought in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year indicated below.

U.S. DEPARTMENT OF DEFENSE

**LICENSEE:
BASSANO ANTINCENDIO**



By: _____
William S. Gardiner
Director, DMA Trademark Licensing Office
Defense Media Activity

By: Merlo Michele

Title: Educational Manager Bassano-antinc.

Dated: 15 November 2024

Dated: 14/11/2024

EXHIBIT A

MARKS

The term Marks as used in this Agreement shall include the Word Mark and Logo/Design Marks shown below. The Marks shall be reproduced in a form that is substantially identical to the ones shown below and in the Stop the Bleed Style Guide. The registered ® symbol shall be reproduced in the relative size and location shown. Upon request, DoD shall provide Licensee with a high resolution reproduction of the Marks.

Word Mark: **STOP THE BLEED®**

Logo/Design Marks:



Stop Sign Logos: All uses of the Stop Sign logos must be specifically approved in writing by DoD before the logos can be used by Licensee.



Ownership Notice: On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document. If space is a problem, contact DoD. DoD may approve a shortened version of its ownership notice.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
All rights reserved. ©DoD