

## CR-9 Legal Counsel Report

FROM: Rob Thuss  
TO: JCNA BOD  
c/o Steve Kennedy, Secretary  
RE: 2013 AGM Report  
Legal Report: Legal Concerns  
Licensing Agreement  
Tool Loan Program  
Jaguar Journal  
Regalia

DATE: February 8, 2013

### Legal Concerns:

No matters pressing or significant to report in areas I've been involved in. I've responded to Leadership when consulted and worked on projects as directed. The Club is not prone to have legal problems and that continues to be true. There have been a couple internal disputes advised of that were handled by Leadership not meriting details. JCNA is about great cars and fun and creating and maintaining an environment or atmosphere for us to do so. The amount of work accomplished by volunteers over the years is obvious, thus there are clear policies that address most-all foreseeable issues already in place.

### Licensing Agreement:

The purpose of the following paragraphs in this section is to explain JCNA's license to use the JCNA Logo and Jaguar trademarks. Jaguar owns the JCNA Logo. However, in a 1995 Agreement, Jaguar gave JCNA exclusive and ongoing use of the Logo, based on both a review of USPTO and Club documents.

Review of JCNA's 1995 Licensing Agreement with Jaguar Cars indicates JCNA has exclusive license to the JCNA Logo and non-exclusive license to certain Jaguar trademarks including license to the "leaper," "growler," and "JAGUAR." The Agreement provides ongoing rights to use these trademarks solely in connection with JCNA activities. JCNA also has license to use these trademarks on merchandise distributed to JCNA members or at JCNA sponsored events. JCNA also is licensed to use Jaguar Trademarks on merchandise, display material and promotional material relating to JCNA events. I am advised that JCNA has used other Jaguar Trademarks over the course of time, but the 1995 Agreement only specifies the trademarks above named. At this time, I do not have information upon which to base an opinion concerning other Jaguar trademarks JCNA has or is using, but I'd expect that if JCNA is using them, we have prior license, based on my understanding of the Club's custom to inform and request approval from Jaguar. However, I have not seen documents to confirm this. Over time, working with Jaguar Legal and experienced Club Members, the uncertainties will be resolved.

As part of the Agreement, JCNA agrees to maintain a standard of quality for goods and services associated with the exclusively licensed JCNA logo and the licensed Jaguar Trademarks that is at least equal in quality to the goods and services provided by JCNA prior to this 1995 Agreement, and JCNA agrees to permit Jaguar Cars to inspect the quality of our goods and services that bear or are associated with the Logo or Trademarks. In sum, JCNA must maintain the quality of merchandise that was produced during the period when Jaguar Cars administered JCNA.

Therefore, JCNA has ongoing license to the Logo and Trademarks. The license continues as long as JCNA employs this license accordingly and respectfully. If JCNA falls short, it could put itself in breach of the Agreement, and if not corrected, lose its license. However, there is language in the Agreement that the intent is that every effort shall be made to prevent this from happening. JCNA has enjoyed this license since becoming independent, and this is not an issue of present concern. License to use of Jaguar trademarks not specified warrants some research and dialogue with Jaguar and also review of USPTO records.

Under this Agreement, and the agreement granting JCNA exclusive right to publish the Jaguar Journal, discussed briefly below, JCNA has obligations to Jaguar to honor the agreement. That obligation includes having the best interest of Jaguar in foremost consideration regarding matters published in the Journal. I would suggest this obligation should also extend to matters regarding Jaguar Trademarks.

#### Tool Loan Program:

The Tool Loan Program is functioning successfully without known complaints.

#### Jaguar Journal:

Contracts for the Jaguar Journal Editor and Associate Editor have been renewed. Renewal of our advertising contract with Jaguar Cars is pending. JCNA has submitted a revised contract that provides JCNA exclusive and ongoing license to publish the Jaguar Journal. Contracts for advertisers, print, and layout services are being updated. No known legal issues have arisen related to the Jaguar Journal. A promotional agreement was completed with JCNA and Hagerty Insurance with the help of Gary Hagopian and others that included an advertising commitment from Hagerty.

A Motion to form a standing Jaguar Journal Committee has been made and is before this AGM for a vote. If the motion passes, appropriate committee guidelines may be drafted and subsequently approved. This is likewise true for the proposed Membership Committee.

#### Regalia

We are in the process of requesting a license to reproduce certain out-of-production key tags. I am informed that Jaguar Cars declined to grant license at one time and there are many reasons it may have been required to do so. It may have granted another entity a

license that would put it in breach by granting us license, for example, or it may have its own plans. At the very least, I am hopeful to learn from Jaguar Legal where things stand related to out-of-production items JCNA may be interested in reproducing for our membership.