

INTELLECTUAL PROPERTY AUTHORIZATION AND RELEASE  
FOR USE OF PORTLAND FIRE BUREAU MATERIALS

(1) For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) The City of Portland, Oregon (the "City") hereby gives, grants and assigns to Open 4 Business Productions, LLC, its respective affiliated companies, successors, licensees and assigns (collectively, "Producer") a worldwide, perpetual, royalty-free, fully paid up right, consent, permission and limited license to include the intellectual property identified below (the "Intellectual Property") in and in connection with the creation, development, production, design, display, exhibition, broadcast, distribution and promotion of Season 2 of a television series entitled "GRIMM" (the "Series") to be displayed in all media now known or hereinafter invented without additional financial compensation, as more fully described below.

Intellectual Property

The name, "Portland Fire & Rescue" and its official emblem/insignia/seal, uniforms, badges and any signage and any and all trademarks, trade names, logos, copyrights or other proprietary trade designations appearing thereon.

(2) The City shall not have, and shall not claim, any interest in the Series, and City acknowledges and agrees all right, title and interest in and to the Series and in and to any and all photographs, film and video, sound recordings and/or any other promotional material, except for merchandise, made or taken by Producer pursuant to this Intellectual Property Authorization and Release (including, without limitation, all rights under copyright) are the sole and exclusive property of Producer.

(3) Without in any way limiting the foregoing, City acknowledges and agrees that Producer shall have the limited right to use, telecast, license, assign and otherwise transfer to third parties the right to use and telecast any and all Series Materials (including, without limitation, in and in connection with advertisements, promotions, publicity, clips, etc.) throughout the universe in any and all media now known or hereafter devised in perpetuity.

(4) Notwithstanding the foregoing, City is not granting any rights to produce any merchandise that incorporates any Intellectual Property, including, but not limited to trademarked or copyrighted material provided by City, other than in the Series (including in any footage and photographs therefrom). In any action by City for breach of any provision hereunder, City agrees that its exclusive remedy shall be an action at law for damages and in no event shall City be entitled to injunctive or any other equitable relief.

(5) Producer represents and warrants that Producer is the owner of its trademarks, logos, symbols, trade names, service marks, copyrights and other proprietary trade designations protected by law (collectively, the "Company Marks") and all goodwill associated therewith and has certain merchandising and other rights in and to the Producer's Marks. City shall have no right to utilize any Company Marks, except as set forth in this Agreement or otherwise pre-approved by Producer in writing.

(6) City represents and warrants that City had the right and authority to enter into and perform this Agreement and to grant all of the rights granted hereunder.

(7) City understands that the use of the Intellectual Property as contemplated herein will enable individuals viewing the Series to recognize the intellectual Property, and City hereby waives any and all objections to the use of the Intellectual Property by Producer as authorized herein and any and all claims related thereto for any reason and releases Producer from any liability for such use.

(8) The parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, each of their respective parent, subsidiary, and affiliated organizations, and each of their respective agents, employees, successors, licensees and assigns from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation or agreement made herein.

The foregoing authorization and release enures to Producer and to each of Producer's successors, licensees and assigns.

SIGNED AND AGREED TO BY CITY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Randy Leonard  
Commissioner  
1221 SW 4<sup>th</sup> Ave, Rm 210  
Portland OR 97204  
503-823-4682  
Randy@portlandoregon.gov

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney