

## TRADEMARK LICENSE AGREEMENT

**INTRODUCTION.** This is a trademark license that grants the UR-QUAN MASTERS project a perpetual, royalty-free license to the STAR CONTROL® related marks.

This Trademark License Agreement (“Agreement”) is by and between Stardock Systems, Inc., a Michigan corporation, with a principal place of business at 15090 Beck Road, Plymouth, Michigan 48170 (“Licensor”), on the one hand, and Serge van den Boom an individual located at \_\_\_\_\_ (“Licensee”), on the other hand, and shall become effective as of the Effective Date defined herein.

**WHEREAS,** Licensor is the owner of any and all trademarks and service marks incorporated in and used in connection with the Star Control II game (in any and all versions and formats) and any and all advertising, marketing and promotion for the same, including but not limited to the following marks: STAR CONTROL, THE UR-QUAN MASTERS, alien names, spaceship names, character designs and/or spaceship designs (collectively the “Marks”) via, *inter alia*, use of the Marks by Atari, Inc., Licensor’s predecessor in interest and, more recently, Licensor’s sale of the Star Control II game via Good Ole Games, Inc. (“GOG”);

**WHEREAS,** Licensee is currently using the Marks in connection with the website located at <http://sc2.sourceforge.net/> (the “Website”) from which a game titled The UR-QUAN MASTERS (the “Game”) can be downloaded and desires to continue such use as shown in **Appendix A**; and

**WHEREAS,** Licensor is satisfied with the manner in which the Marks are currently used in connection with the Website and the Game and, to avoid any dispute or misunderstandings, wishes to grant Licensee a license to continue such use of the Marks so that use of the Marks in connection with the Website and Game can be maintained.

**NOW, THEREFORE,** the parties hereby agree as follows:

- Grant:** For good and valuable consideration, the receipt of which is hereby acknowledged by Licensee, Licensor hereby grants to Licensee, on a royalty-free basis, the non-exclusive, non-sub-licensable, and non-assignable right and license to use the Marks as currently used at the Website and in the Game, exemplary pages from which are shown in Appendix A.
- Quality:** Licensee is permitted to use the Marks in connection with the Website and the Game in the manner currently used, exemplary pages from which are set forth in Appendix A. Licensor is satisfied with the manner in which the Marks are currently being used via the Website, and such use pursuant to this license shall remain of a quality satisfactory to Licensor. Licensor shall, however, be notified of any material changes to the manner in which the Marks are used via the Website and/or the Game and shall be the sole judge of whether Licensee adheres to the standard of quality adopted herein.
- Ownership:** Licensee recognizes and acknowledges that the Marks and all associated rights and goodwill are the exclusive property of Licensor, and that all rights resulting from Licensee’s use of the Marks shall inure to the benefit of Licensor and that Licensee has no rights thereto and will not take a position contrary thereto. Without the express permission of Licensor, Licensee shall not register or use

any trademark or service mark confusingly similar to any or all of the Marks or take any action to dilute, misuse, or otherwise detract from the value of the Marks.

4. **Assignment:** Should it at any time be determined that Licensee at any time established any rights to the Marks prior to the Effective Date of this Agreement, Licensee hereby agrees to assign and does assign any and all of its right, title and interest in and to said Marks and all goodwill associated therewith, and shall provide Licensor with any needed information, material, document or otherwise to effectuate this Assignment.

5. **Indemnifications:** Licensee shall indemnify, defend, and hold Licensor harmless from and against any and all claims, damages, liabilities, and costs associated with Licensee's use of the Marks other than as authorized herein.

6. **Term & Termination:** This Agreement shall remain in place until terminated. It may only be terminated if there is a change in control of the project or if there is a violation of section 2 of this license. Upon any such termination, Licensee shall immediately discontinue any and all use of the Marks, and shall take whatever action that Licensor directs with respect to the disposition of any branding or other materials that bear the Marks.

7. **No Sublicensing or Assignment:** Licensee may not sublicense, assign, or otherwise transfer this Agreement or the rights appurtenant thereto without the prior written consent of Licensor.

8. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

9. **Effective Date & Governing Law:** This License Agreement shall be effective as of the last date of signing by a duly authorized representative below ("Effective Date"), and shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties, having caused this Agreement to be executed, do hereby warrant and represent that their respective signatories, whose signatures appear below, have been and are on the date of this document duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**STARDOCK SYSTEMS, INC.** \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

# APPENDIX A



News | [Info](#) | [Team](#) | [Screenshots](#) | [Downloads](#)  
| [Wiki](#) | [Bug Database](#) | [Forum](#) | [Links](#)

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## About

### The Ur-Quan Masters

The project started in August 2002, when [Toys For Bob](#) released the partially ported sources of [Star Control 2](#) 3DO version to the fan community. Our goal is to port this wonderful game to current personal computers and operating systems. It is and will remain 100% free of charge, and anyone can contribute to the project and thus help make it even better. For more information, look at our [info](#) page.

## News

### Compatibility Release for macOS 10.14 and onwards (Sunday, May 6 2018)

If you are using macOS 10.13.4, you may have noticed a warning that UQM [needs to be updated to improve compatibility](#). Apple has announced that macOS 10.13 High Sierra would be the last version of macOS to run 32-bit apps "without compromise".

We have now created and released a fresh build of UQM 0.7.0 that has rebuilt not only the main program but also all of its libraries for maximum compatibility backwards and forwards. We have tested it on 10.7 Lion, 10.9 Mavericks, and 10.13 High Sierra—it is our belief that it should work even on 10.6 Snow Leopard. We also expect that this edition will work without compromise on future Intel Macs for some time to come. You can get it from our [downloads page](#).

### Compatibility Source Code Release for Modern Linux (Sunday, January 21 2018)

Recent releases of GCC have trouble compiling UQM 0.7.0 from its source release. We have created a new source update that has been tested on the current stable versions of Debian, Fedora, and OpenBSD. You can get it from our [downloads page](#). Note that this is purely a change to build-time configuration and logic; nothing about this release has changed the the resulting program. If you have a working build of UQM 0.7.0, you don't need to take this update.

### Compatibility Release for macOS Sierra (Sunday, September 25 2016)

The release of macOS Sierra has finally removed some of the old graphics and sound APIs that our releases of UQM depended on. We have created a new macOS package for

The Ur-Quan Masters that has been tested on 10.12 Sierra and should work at least as far back as 10.7 Lion. You can get it from our [downloads page](#).

### Development migrated to Git (Saturday, November 2 2013)

After a number of requests from modders, we've converted the Ur-Quan Masters code repository over to use the [Git revision control system](#). This should make it easier for modders to collaborate with one another and to track changes made in the vanilla development track.

The code page is thus available [here](#). The Subversion repository will be kept available for the foreseeable future, but it will not be taking additional updates.

If you are planning on creating your own personal mod of UQM, we encourage you to develop it in Git by creating a branch from one of the release tags of the vanilla UQM repository. That way, it will be easier to update your mod with new releases from vanilla.

### Remix add-on package four 'The New Alliance of Free Stars' released (Wednesday, February 20 2013)

The official Ur-Quan Masters remix add-on package four: *The New Alliance of Free Stars* has been released.

Be sure to visit the [download](#) section to grab your copy!

This add-on pack includes almost 60 minutes of music in 16 tracks:

- Main Menu - Control the Stars
- Intro - Into the Void
- Chmmr - Photosynthesis
- Shofixti - Bonsai!
- Syreen - Close Encounters of the Seventh Kind
- Yehat - Years Late Mix
- Pkunk - Pkunks Not Dead
- Ulwig - Mask of Ultimate Embarrassment and Shame
- Zoq-Fot-Pik - Frungy Party
- Orz - "Squeezing" the "Juice"
- Ulwig - The Ultron
- Supox - Shake Yer Rootz
- Spathi - Fwiffo's Starrunner
- Super Melee Menu - Fight!
- Outro - Awakening Dreams
- Credits - So Long and Thanks for All the Orz

Check out the [PRECURSORS web site](#) for more information about the releases and future plans.

- Precursors

### Announcing The Ur-Quan Masters 0.7.0 (Monday, July 4 2011)

Hello everyone!

<http://sc2.sourceforge.net/downloads.php>

6/30/2018