


CONCESSION CONTRACT

CC-STLI001-07e

AMENDMENT NUMBER THREE

THIS AMENDMENT is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Northeast Region ("Director"); and Statue Cruises, LLC, a corporation organized and existing under the laws of the State of Delaware ("Concessioner"):

WITNESSETH

WHEREAS, the Director and the Concessioner entered into Concession Contract CC-STLI001-07 (the "Concession Contract"), whereby the Concessioner is authorized to provide necessary and appropriate visitor services for the public use and enjoyment of Statue of Liberty National Monument and Ellis Island (the "Area") covering the period of April 1, 2008, through March 31, 2018, with extensions through ~~September 30, 2020~~ and *February 28, 2021* 

WHEREAS, through this Amendment, the Concessioner and the Director acknowledge the ownership by the United States of names and images associated with the Area and features therein, including but not limited to the names of the Concession Facilities, as that term is defined in the Concession Contract.

NOW, THEREFORE, in consideration of the foregoing, which is considered incorporated in this agreement as if fully restated below, the parties hereto covenant and agree to and with each other that the Concession Contract is hereby amended as follows:

The following language shall be deemed inserted as the final numbered section of the Concession Contract:

SEC. 18. NATIONAL PARK SERVICE TRADEMARK LICENSE

(a) License Grant

The unique nature of a National Park Service concession blends commercial enterprise with the treasured historic, cultural, and, natural assets that the Director is responsible for protecting. The Director hereby grants to the Concessioner a royalty-free, non-exclusive, non-transferable license to use the marks as listed in subsection (d) below ("Marks"), for use solely to carry out the services described under this Contract in manner that promotes National Park Service goals and values as stated herein. The Concessioner has the right to sub-license Marks in order to carry out services described under this Contract upon written approval of the Director and under same or substantially similar terms as contained herein. Any use of any Mark intended to identify the National Park Service, or one of the Concession Facilities, shall inure to the benefit of the National Park Service. This license shall cease upon termination or expiration of the Contract, or as otherwise determined by the Director or by law. This license does not constitute a compensable interest to the Concessioner.

(b) Quality Control and Goodwill

The Concessioner acknowledges that the maintenance of the high quality of the services, materials, products, and merchandise produced, sold or otherwise prepared for public dissemination pursuant to or in order to carry out services required under this Contract, as well as the control by the Director

over their nature, quality, and manner of delivery or distribution, are material conditions of this Contract. The Concessioner shall maintain the distinctiveness of the Marks, the image of the National Park Service brand, and the image and high quality of the services, materials, products, and merchandise bearing the Marks licensed herein. Marks may be used and appear together with other marks used in connection with concession-related goods and services but must stand by themselves. The Concessioner shall immediately cease use of a Mark used in association with the services provided under this Contract on request of the National Park Service.

(c) ~~Rights and Ownership~~

The Concessioner acknowledges that the National Park Service is the sole and exclusive owner of all right, title and interest in and to its Marks, including those licensed under this agreement, as well as to all combinations, forms, and derivatives which must be approved by the Director. The Concessioner further acknowledges, represents and warrants that it has not acquired and shall not acquire (whether by operation of law, by this Contract, or otherwise) any right, title, interest or ownership (collectively "Ownership Rights") in or to any National Park Service Marks or any part thereof. Should any Ownership Rights become vested in the Concessioner, the Concessioner agrees to assign, and hereby assigns, all such Ownership Rights to the Director free of consideration. The Concessioner shall immediately provide and execute all documents reasonably requested by the Director to effectuate and record each such assignment. The Concessioner shall not, during the term or at any time thereafter, do anything which, in the Director's sole judgment, could in any way damage the validity and subsistence of the Marks. The Concessioner shall not attack, dispute, or challenge the National Park Service's Ownership Rights in or to the Marks or the validity of this Contract, nor shall the Concessioner assist others in so doing.


(d) ~~Intellectual Property Licensed Markse~~

Statue of Liberty
Statue of Liberty National Monument
Statue of Liberty Enlightening the World
Liberty Enlightening the World
Liberty Island
Ellis Island
Ellis Island Immigration Museum
Ellis Island Museum
Ellis Island National Museum of Immigration
Ellis Island Part of Statue of Liberty National Monument

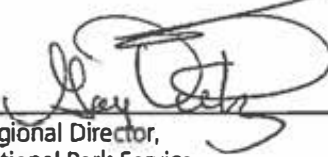
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives:

CONCESSIONER

UNITED STATES OF AMERICA



 President
 Statue Cruises, LLC
 Date: February 20, 2020



 Regional Director,
 National Park Service
 Date: 6 Feb 2020

ATTEST

Print Name: MICHAEL K BURKE
 Title: COO/VP

Sworn to and subscribed
 before me this 10th day
 of Feb., 2020

Yanet Sebastiani
 Notary Public
 New Jersey
 My Commission Expires June 6, 2023
 No. 50083661

