

From: kkullas@assetsearch.com
Sent: Thursday, September 19, 2013 2:00 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Qureshi, Ann
Subject: Freedom of Information Online Request Form

Information:

First Name: Karyn
Last Name: Kullas
Company: Investigative Network Inc.
Mailing Address 1: 424 E. Gurley St
Mailing Address 2:
City: Prescott
State: AZ
Zip Code: 86301
Email Address: kkullas@assetsearch.com
Phone: 9288995995
Required copies of the records: Yes

List of specific record(s):

Requesting a copy of the July 2001 Trademark License Agreement between the World Trade Centers Association, Inc. and 1 World Trade Center LLC

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 22, 2014

Ms. Karyn Kullas
Investigative Network Inc.
424 E. Gurley St.
Prescott, AZ 86301

Re: Freedom of Information Reference No. 14285

Dear Ms. Kullas:

This is in response to your September 19, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the July 2001 Trademark License Agreement between the World Trade Centers Association, Inc. and 1 World Trade Center LLC.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14285-WTC.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

*225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555*

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made as of July 24, 2001 (the "Commencement Date") by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States, having an office and place of business at One World Trade Center, New York, New York 10048 (hereinafter called the "Licensor"), and 1 WORLD TRADE CENTER LLC and SILVERSTEIN WTC MGMT. CO. LLC, both Delaware limited liability companies having an office and place of business c/o Silverstein Properties, Inc., 521 Fifth Avenue, New York, New York 10175 (collectively, hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor owns, currently uses, and/or intends to use certain Marks (as hereinafter defined);

WHEREAS, Licensor is entering into, simultaneously herewith, an Agreement of Lease with Licensee (the "Lease Agreement") covering the leasing to Licensee of a portion of that facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined), and Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use the Marks, respectively, in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other lease agreements with certain other lessees, which license agreements (the "Other Licenses") are substantially in the form of this Agreement;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Closing Date" shall mean July 24, 2001.
3. "Commencement Date" shall have the meaning provided in the Preamble.

4. "Lease Agreement" shall have the meaning provided in the Preamble.
5. "License" shall have the meaning provided in paragraph II.B.
6. "License Term" shall have the meaning provided in paragraph III.A.
7. "Licensee" shall have the meaning provided in the Preamble.
8. "Licensor" shall have the meaning provided in the Preamble.
9. "Marks" shall mean any marks used or intended to be used by Licensor in connection with the Premises as of the Commencement Date for which Licensor has rights to license to Licensee, which marks may include, without limitation, those applications and registrations (for the respective services listed therein) depicted in Exhibit A.
10. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
11. "Notice" shall have the meaning provided in paragraph VII.A.
12. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof.
13. "Premises" shall have the meaning provided in Exhibit B.

II. ARTICLE - LICENSE

A. Ownership of Marks

1. Licensee acknowledges and agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Marks, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. Licensee agrees not to initiate or undertake any acts inconsistent with the foregoing.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks; it being understood that, Licensor shall not be granting licenses to use the Marks that as of the Commencement Date are used (or, if not in use, are intended by Licensor for use) solely in connection with the Premises or premises related to Other Licenses, or sublicense the use of the mark WORLD TRADE CENTER, to denote properties other than the Premises or other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the Marks only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor, or as used by Licensor in connection with the Premises as of the Commencement Date;
- (2) not affix or purport to authorize the affixation of the Marks to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto (and further provided that Licensee may affix the Marks in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises);
- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term; and

- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Marks are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to paragraph II.B above are expressly reserved. Licensee shall use the Marks only insofar as permitted under the License.

2. Without limiting the generality of subparagraph II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of the Marks in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly of any actual or suspected infringement, dilution, or unfair competition relating to any of the

Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM AND TERMINATION OF AGREEMENT

A. Term. The term of this Agreement shall be for the term of the Lease Agreement, unless terminated pursuant to the provisions of this Agreement prior to the Expiration Date (the "License Term").

B. Material Breach. In the event of any material breach of any provision hereof on the part of Licensee which remains uncured ninety (90) calendar days after Notice of the alleged breach is received by Licensee, this Agreement and the License and all other rights and forbearances granted hereunder to Licensee shall terminate. Such termination shall be effective as of noon on the first calendar day immediately following the end of said ninety (90) calendar day period. For purposes of illustration, and not by way of limitation, a material breach would occur due to any breach by Licensee of the provisions of paragraphs IV.A and IV.B of this Agreement which:

1. arises from materially exceeding the scope of the License granted under paragraph II.B of this Agreement;
2. presents a substantial risk of materially impairing the value of the Marks or the goodwill of the business symbolized by the Marks; or
3. presents a substantial risk of materially impairing the ability to protect the Marks from infringement, unfair competition, or dilution by third parties.

C. Other Grounds. In addition to the foregoing, this Agreement, the License and all rights and forbearances granted hereunder to Licensee shall automatically terminate:

1. in the event the Lease Agreement is terminated;
2. unless transferred in accordance with the Lease Agreement, in the event Licensee is no longer the lessee under the Lease Agreement; or
3. in the event Licensee becomes insolvent or bankrupt, or its affairs are placed in the hands of a receiver, trustee, or assignee for the benefit of creditors.

D. Cessation of Use. Licensee agrees to cease, immediately upon expiration or termination of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitations thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration or termination of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of the Marks and any colorable imitations thereof or materials incorporating the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under the Marks, and all related advertising, promotional, and other materials or presentations displaying the Marks (including without limitation on-line or other electronic presentations) shall comply with the standards of quality as maintained in connection with the Premises as of the Closing Date, and shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, detailed descriptions of all services provided and activities conducted under the Marks.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Marks, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's right to use the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of

any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of the use of any of the Marks.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of the Marks by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief for any infringement of any of Licensor's rights in the Marks or any unauthorized use of the Marks, or any colorable imitation of the Marks, by or on behalf of Licensee; or at any time to the extent that Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement, provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered) being deemed to have been received at the time delivered, or (iii) transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor:

The Port Authority of New York and New Jersey
One World Trade Center

New York, New York 10048
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

if to Licensee: c/o Silverstein Properties, Inc.
521 Fifth Avenue
New York, New York 10175
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to: Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Peter A. Miller, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that the Marks are available for use, or that use of the Marks does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE MARKS. Notwithstanding the foregoing, Licensor represents and warrants that it has not received written notice claiming that the use of the Marks as currently used by Licensor in connection with the Premises infringes the trademark rights or other intellectual property rights of a third party.

E. Binding Effect; Successors and Assigns; Licensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement to any Person other than those successors and assigns of Licensee with respect to the Lease Agreement as expressly permitted under the Lease Agreement. Licensee shall not sublicense the Marks, this Agreement, or any of its rights hereunder, without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive termination of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

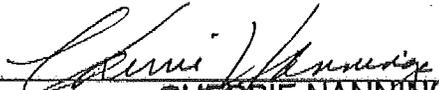
G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: 
Name: CHERRIE NANNINGA
Its: DIRECTOR OF REAL ESTATE

Licensee:

1 WORLD TRADE CENTER LLC

By: 
Name: MICHAEL LEVY
Its: Vice President

SILVERSTEIN WTC MGMT. CO. LLC

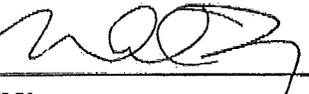
By: 
Name: MICHAEL LEVY
Its: Vice President

EXHIBIT A TO LICENSE AGREEMENT

MARKS

1. ON STAGE! AT THE TWIN TOWERS, U.S. Ser. No. 75-670,845.
2. ON STAGE! AT THE TWIN TOWERS (and Design), U.S. Ser. No. 75-701,509.
3. WELCOME TO THE WORLLD, U.S. Reg. No. 2,015,141.
4. WELCOME TO THE WORLLD (and Design), U.S. Reg. No. 2,017,213.
5. DECK & DINE, U.S. Reg. No. 1,957,398, U.S. Reg. No. 1,957,398.
6. WINDOWS ON THE WORLD, U.S. Reg. No. 1,339,744.
7. Twin Towers Design, U.S. Ser. No. 76-236,398.

EXHIBIT B TO LICENSE AGREEMENT

DESCRIPTION OF PREMISES

PARCEL 1 (1 WORLD TRADE CENTER, A/K/A TOWER A):

ALL that certain volume of space as of the Commencement Date occupied by the buildings and any replacements thereof pursuant to the lease, known and designated as One World Trade Center, also known as Tower A, situate, lying and being in the Borough of Manhattan, County, City and State of New York, the exterior limits of any horizontal plane which lies within said volume of space being more particularly bounded and described as follows:

BEGINNING at a point the following two courses and distances from the corner formed by the intersection of the northerly side of Liberty Street with the easterly side of West Street:

- a. North 17 degrees 54 minutes 22 seconds west along the easterly side of West Street 389.36 feet;
- b. Due east 19.00 feet to the point or place of Beginning;

And from said point of BEGINNING:

RUNNING THENCE due North 212.00 feet;

THENCE due East 212.08 feet;

THENCE due South 212.00 feet;

THENCE due West 212.08 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM all that certain portion of the said building which is demised in the lease made by the Port Authority of New York and New Jersey to HMH WTC, Inc. dated as of 12/25/1995, a memorandum of which was recorded 12/29/1995 in Reel 2276 Page 1540, which said portion lies at the concourse level and is shown on the survey made by Earl B. Lovell - S.P. Belcher Inc. dated November 11, 2000, as revised May 24, 2001.

TOGETHER with:

- (a) All that certain volume of space occupied by, and including the subgrade improvements of the World Trade Center and any replacements thereof, including, without limitation, the volume of space occupied by the vehicular ramps connecting the loading dock to Barclay Street and any replacements thereof and including the elevator shafts and pits identified on Exhibit X attached hereto, but excluding:
 - i. That certain volume of space which has been identified by cross-hatching on the schematic drawings attached hereto as Exhibit X-1,

- ii. Any portion of the World Trade Center concourse which lies subsurface
 - iii. Those certain portions of One World Trade Center encumbered by the Marriott Building as depicted on the survey prepared by Earl B. Lovell - S.P. Belcher, Inc. dated November 11, 2000, as revised May 24, 2001.
-
- (b) The vehicular access (a) ramps on West street commonly known as vehicular access ramps A,B,C, and D connecting to the space identified in clause (a) above and any replacements thereof and the vehicular access ramp on Liberty Street commonly known as vehicular access ramp H connecting to the space identified in clause (a) above and any replacements thereof.
 - (c) The elevator shafts and elevators commonly known as "J Bank" elevators and the "K. elevator cars".