


CONSENT AGREEMENT

This Consent Agreement ("Agreement"), is entered into this 7th day of ~~March~~^{June}, 2006 by and between **LEGENDARY, INC.**, a Florida corporation having a place of business at 4100 Legendary Drive, Suite 200, Destin, Florida 32541 ("Legendary"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, having a mailing address of 96160 Nassau Place, Yulee, Florida 32097 ("County").

Background

WHEREAS, County desires to use and register the service mark *FLORIDA'S LEGENDARY ISLAND* (the "County Mark") for use solely by the Amelia Island-Fernandina Beach-Yulee Chamber of Commerce, an organization operated by County and located at 961687 Gateway Blvd., 101G, Amelia Island, Florida 32034 (the "Chamber") in connection with promoting Amelia Island and Fernandina Beach as a tourist and vacation area (the "Chamber Services"); and

WHEREAS, Legendary is the owner of the trademark, service mark and the house mark *LEGENDARY* in typed, words only, stylized formats, fonts and appearances and in connection with logos such as the service marks  and *LEGENDARY RESORT CARD*, which are used in connection with a wide variety of goods and services (collectively, the "Legendary Marks"); and

WHEREAS, some of the Legendary Marks are the subject of trademark and service mark registrations with the United States Patent and Trademark Office, currently assigned registration numbers 2,892,224 and 2,914,076; and

WHEREAS, County and Legendary recognize and agree that there is no conflict, likelihood of confusion or dilution between County's proposed use of the County Mark as authorized by this Agreement and Legendary's use of the Legendary Marks, and both parties wish to continue to avoid any conflict therewith.

Agreement

NOW, THEREFORE, for good and valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Legendary consents to County's use of the County Mark as set forth in Section 2 below provided County limits and restricts all uses of the County Mark to the following (the "Restrictions"): (a) the County Mark is used solely by the Amelia Island Chamber of Commerce; (b) the Chamber uses the County Mark solely in connection with the Chamber Services; (c) the term "Legendary" is only used as part of the County Mark as a descriptor in the context of suggesting or describing a quality of Amelia Island; and (d) all uses of the County Mark shall appear in conjunction with the following additional service mark and any updates or modernizations made to that additional service mark:



and Historic Fernandina Beach

2. Subject to the terms and conditions of this Agreement and County's compliance with the Restrictions, Legendary consents to the registration and use by County of the County Mark throughout the United States except as restricted by the Restrictions, and Legendary shall take no action to interfere with County's use and registration of the County Mark.
3. County will take no action to interfere with Legendary's use, registration and subsequently filed applications for any of the Legendary Marks or any trademarks or service marks used in the future by Legendary that incorporate the term "Legendary" in connection with any goods or services. Nor shall County challenge or otherwise contest the validity of registration numbers 2,892,224 and 2,914,076 registered with the United States Patent and Trademark Office or any other state or federal applications or registrations later filed or obtained by Legendary for the Legendary Marks or any other trademarks or service marks that incorporate the term "Legendary" in connection with any goods or services. Nor shall County assist any third party in any challenge or activity prohibited by this Section.
4. In the unlikely event that confusion, dilution or other conflict develops between the Legendary Mark and the County Mark, County agrees that it shall take all steps and measures reasonably necessary to eliminate the confusion, dilution or conflict, including modifying the County Mark and/or the modes and manners of its use of the County Mark, and/or increasing the Restrictions set forth above.
5. Each party agrees to cooperate with the other party in carrying out each party's obligations under this Agreement including, without limitation, the execution of any additional documents, declarations, affidavits, consents to register, or providing testimony or information in any subsequent proceedings or matters.
6. This Agreement is personal and shall be binding upon the parties and their respective successors and assigns. This Agreement may only be assigned, in its entirety, in the event of a party's merger, sale, reorganization or the sale of all or substantially all of its assets or equity that are used in connection with the County Mark or Legendary Marks.
7. The parties acknowledge and agree that the terms and conditions of this Agreement are based upon a unique set of facts and circumstances that take into consideration the nature of each party's use of its service marks, their expertise and experience in the tourism industry, and each party's marks. Nothing in this Agreement shall apply to any disputes between either party and any third party or constitute an admission for such purposes.
8. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and merges all prior discussions between them. The parties shall not be bound by any conditions, definitions, or representations with respect to the subject matter of this Agreement other than as expressly provided herein or as duly set forth subsequent to the date hereof in writing and signed by a each party intending to be bound thereby. Each party shall be responsible for its own costs, expenses and fees associated with the negotiation and execution of this Agreement and performance hereunder.


9. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

10. Except for each party's grant of consent to the other party for the registration and non-object of use of certain marks and service marks as expressly set forth herein, neither party grants any licenses, whether express or implied to the other party with regard to their service marks, trademarks or other rights.

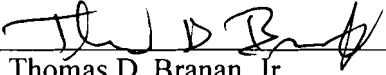
11. This Agreement shall terminate in the event of any breach of this Agreement, provided the non-breaching party provides written notice to the breaching party and thirty (30) days to cure the breach. This Agreement will expire if County abandons all of its rights in the County Mark or if Legendary abandons all of its rights in the Legendary Marks.

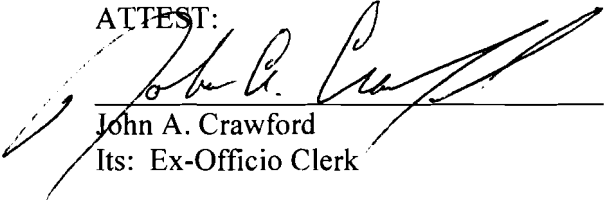
IN WITNESS WHEREOF, County and Legendary have caused this Agreement to be executed the date first written above.

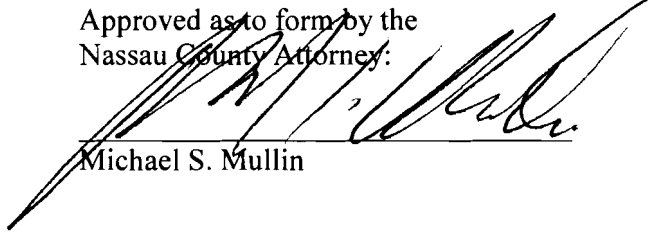
LEGENDARY, INC.

By: 
 Mitchell W. Logan, Esquire,
~~Its General Counsel~~
 PETER H. BOS
 ITS PRESIDENT

**BOARD OF COUNTY COMMISSIONERS
 NASSAU COUNTY, FLORIDA**

By: 
 Thomas D. Branan, Jr.
 Its: Chairman

ATTEST:

 John A. Crawford
 Its: Ex-Officio Clerk

Approved as to form by the
 Nassau County Attorney:

 Michael S. Mullin

ROGERS | TOWERS

ATTORNEYS AT LAW

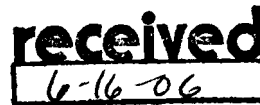
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June 15, 2006



Ms. Joyce Bradley
Clerk's Office
76347 Veterans Way
Yulee, Florida 32097

RE: Legendary Trademark Issue

Dear Ms. Bradley:

Enclosed is the original executed Consent Agreement regarding the trademark, *Florida
Legendary Island*.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Thomas C. Saitta". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Thomas C. Saitta

Enclosure

