

INTELLECTUAL PROPERTY LICENSE GRANT AGREEMENT

This INTELLECTUAL PROPERTY LICENSE GRANT AGREEMENT (this "**Agreement**"), dated as of June 29, 2026, is entered into by and between Walter W. Ross and Company, Inc. ("**WW Ross**"), a Missouri corporation; and Beta Sigma Phi, a Missouri benevolent corporation (the "**Sorority**"), collectively WW Ross and the Sorority may be referred to as the ("**Licensor**"), for the benefit of each Active Chapter of Beta Sigma Phi. Each WW Ross, the Sorority, and each Active Chapter may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

PREAMBLE

For over 95 years the Sorority has been an organization of women who have united in fellowship and friendship to promote the members' cultural development and the pursuit of the liberal arts. WW Ross and the Sorority have determined that a license of the use of Licensor's intellectual property will foster the continued fellowship and growth of the members and the Chapters. Now, therefore, the Licensor hereby grants the following licenses as of the Effective Date:

1. LICENSE.

1.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to each Chapter a limited, non-exclusive, revocable, royalty-free license (the "**License**") to use the intellectual property listed in *Exhibit A* attached hereto (the "**Licensed Materials**") and to make and use derivative works of the Licensed Materials only in connection with a Chapter engaging in the practices, traditions, rituals and purposes of the Sorority consistent with the Book of Beta Sigma Phi and in a manner that upholds the goodwill associated with the Sorority (the "**Permitted Use**"). This License does not include the right to sublicense, encumber or purport to transfer the Licensed Materials. Nothing herein shall be construed to prevent Licensor from granting any other licenses for the use of the Licensed Materials or from utilizing the Licensed Materials in any manner whatsoever.

1.2 Trademarks. In order to exercise the License, a Chapter must follow all terms of use set forth above with respect to any trademarks.

1.3 Ownership. As between Licensor and each Chapter, Licensor owns all right, title and interest in and to the Licensed Materials. A Chapter has no rights and will not acquire any rights in the Licensed Materials, except the right to use the Licensed Materials and make and use derivative works of the Licensed Materials under the license grant in **Section 1.1**. A Chapter will acquire the right to use any derivative works created by such Chapter.

2. PATENTABLE SUBJECT MATTER. This Agreement does not contemplate that the Licensed Materials includes any patentable subject matter.

3. REPRESENTATIONS AND WARRANTIES. As of the Effective Date, each Party represents and warrants to the other Party that it is validly existing and in good standing under the laws of the applicable jurisdiction. Any other provision of this Agreement notwithstanding, Licensor makes no representations or warranties regarding the Licensed Materials, including without limitation (i) the ownership of the Licensed Materials, (ii) the right to use or license the Licensed Materials, or (iii) that the Licensed Materials do not infringe on the rights of other persons.

4. OBLIGATIONS OF LICENSOR. Licensor disclaims any obligation or duty to file any declaration of use statement or any other document, or take any other action, with respect to any Licensed Materials, including any duty to maintain, preserve, protect, defend or renew the trademarks or other Licensed Materials.

5. REVOCATION. The License to a Chapter will be automatically revoked if that Chapter (i) violates the terms of the License by failing to use the Licensed Materials only for the Permitted Uses, or (ii) acts in a manner adversely affecting the goodwill associated with the Licensor or the Licensed Materials.

6. MISCELLANEOUS.

6.1 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and permitted assigns and delegates, but neither this Agreement nor any of the rights or obligations hereunder may be assigned (whether by operation of law, through a change in control or otherwise) by a Chapter without the Licensor's written consent. Any attempted assignment in violation of this Agreement will be null and void.

6.2 Entire Agreement. This Agreement (including any Exhibits) represents the entire agreement among the Parties with respect to the subject matter of this Agreement and this Agreement supersedes all prior or contemporaneous oral or written understandings, or agreements between the Parties with respect to the subject matter hereof.

6.3 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Missouri, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Missouri.

6.4 No Partnership or Joint Venture. This Agreement shall not be construed as creating, directly or indirectly, a partnership or joint venture.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

Walter W. Ross and Company, Inc.

By: Melissa Whited

Authorized Signature

Melissa Whited

Printed Name

Controller

Title

SORORITY:

Beta Sigma Phi

By: Laura Ross Wingfield

Laura Ross Wingfield – President

EXHIBIT A
LICENSED MATERIALS

1. **The Book of Beta Sigma Phi**
2. **Vita Scientia Amicitia Design Trademark No. TMA 124,464 (Canada)**
3. **Beta Sigma Phi (Word Mark) Trademark No. TMA 122,764 (Canada)**
4. **Beta Sigma Phi Plain Pin Design Trademark No. TMA 122,629 (Canada)**
5. **Beta Sigma Phi Fancy Pin Design Trademark No. TMA 127,539 (Canada)**
6. **B (stylized design) Trademark RN 1137702 (United States)**
7. **All common law trademarks, copyrights and intellectual property rights in the United States and all other jurisdictions relating to the name Beta Sigma Phi and all designs or marks utilizing such words or the letters Beta, Sigma and Phi (both in English and Greek) in connection with the Sorority).**