DESTINATION MEDICAL CENTER CORPORATION

RESOLUTION NO. 192-2026

A RESOLUTION AUTHORIZING EDA AS AGENT FOR TRADEMARK LICENSING ON BEHALF OF DMCC

The following Resolution was offered by Randy Schubring, seconded by Mark Thein.

BACKGROUND RECITALS

A. Pursuant to Resolution No. 73-2018, the Destination Medical Center Corporation ("**DMCC**") authorized the Destination Medical Center Economic Development Agency ("**EDA**"), as its authorized agent ("**Agent**"), to grant and monitor license rights to the trademark known as DISCOVERY SQUARE (the "**Original Mark**") and to, among other things, provide quality control over the Licensed Mark, all as Work (as defined in the Services Agreement) performed under that certain Agreement for Destination Medical Center Services dated February 1, 2014 by and between the DMCC and the EDA (the "**Services Agreement**"), and as otherwise directed from time to time by the DMCC.

B. Since the adoption of Resolution No. 73-2018, the DMCC had applied for and obtained additional trademarks as well as intends to, in the future, apply for additional trademarks as deemed necessary (the "**Additional Marks**" and together with the Original Mark, the "**Licensed Marks**").

C. The DMCC wishes to ensure the quality of the Licensed Marks, and to protect against any potential infringements or unauthorized uses. The DMCC wishes to authorize the EDA, as its Agent, to grant and monitor license rights to the Licensed Marks, to apply for and obtain federal registration of trademarks as necessary, and to provide quality control over such Licensed Marks, all as Work (as defined in the Services Agreement) performed under the Services Agreement and as otherwise directed from time to time by the DMCC.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the Destination Medical Center Corporation Board of Directors that the EDA is hereby granted a royalty-free, non-exclusive right, license and privilege with no right of sublicense to use the Licensed Marks to perform the Work as defined under and subject to the terms and conditions of the Services Agreement, and consistent with the Destination Medical Center Development Plan (the "**Development Plan**"). The DMCC remains the sole owner of the Licensed Marks and retains the right to control the nature and quality of the services provided.

BE IT FURTHER RESOLVED, that the EDA is hereby designated as the Agent of the DMCC to grant to worthy applicants ("**Third Party Licensees**") by written agreement ("**License Agreement**") a non-exclusive right, license and privilege to use the Licensed Marks consistent with the Development Plan and the Services Agreement. A License Agreement may be executed only by the Executive Director or Chair of the Board of Directors of EDA after written approval

by the Board of Directors of the EDA, and a License Agreement may include a fee payable by a Third Party Licensee to the EDA, as further provided below.

BE IT FURTHER RESOLVED, that as the Agent, the Board of Directors of the EDA may propose reasonable and appropriate annual fees for use of the Licensed Marks for review and approval by the DMCC. The EDA may not charge any fee to the City of Rochester or any other public entity for use of the Licensed Marks. Unless otherwise directed by the DMCC, the fees shall be used by EDA to defray the cost of quality control, enforcement, application, review and approvals and other administrative time dedicated to the Licensed Marks. The EDA shall provide regular updates to the DMCC, at least annually, as to the Work performed relating to the Licensed Marks, the Third Party Licensees, enforcement efforts and brand integrity, and the receipt and use of all fees received from Third Party Licensees of the Licensed Marks.

BE IT FURTHER RESOLVED, that as the Agent, the EDA shall safeguard and enforce the Licensed Marks against potential infringements or unauthorized users, and the DMCC shall assist with such efforts as reasonably needed. The EDA shall maintain federal registrations for the Licensed Marks consistent with the current use of the Licensed Marks. The EDA, as Agent, is hereby designated for the execution of documents required by the United States Patent and Trademark Office in connection with the registration and maintenance of the Licensed Marks (the "**Trademark Documents**"). Such Trademark Documents may include, without limitation, requests for extensions of time to file a Statement of Use, Statements of Use, Declarations of Use, Declarations of Incontestability, and Applications for Renewal. Only the Executive Director or Chair of the Board of Directors of the EDA may execute the Trademark Documents.

BE IT FURTHER RESOLVED, that the EDA shall, both on its own behalf and, as the Agent, require any Third Party Licensee to recognize and acknowledge by License Agreement that: (1) the Licensed Marks and all rights and goodwill pertaining thereto belong exclusively to DMCC, that all rights resulting from licensee's use of the Licensed Marks inure to the benefit of DMCC, and that upon termination of the License Agreement, all rights in the Licensed Marks shall remain the property of DMCC; (2) it will in no way represent that it has any right, title or interest in the Licensed Marks other than those expressly granted hereunder or under the License Agreement; (3) it will not use or attempt to register in any country or jurisdiction, (a) any mark comprising or containing the Licensed Marks, (b) any translations or other language versions of the Licensed Marks, or (c) any other trademark, trade name, domain name, internet keyword, social networking identifier, or other designation similar in whole or in part to the Licensed Marks or to any other trademark of the DMCC or the EDA; and (4) it will not challenge the DMCC's rights in, or the validity or scope of, the Licensed Marks, or any application or registration therefor, or the EDA's rights as the Agent, to enforce the License Agreement.

BE IT FURTHER RESOLVED, that as the Agent, the EDA may establish reasonable use guidelines for the Licensed Marks, including a requirement that the most prominent use a licensee makes of the Licensed Mark must contain a trademark notice that states that "the Licensed Mark is a trademark owned by Destination Medical Center Corporation and used under license" and that as a licensee EDA must follow such guidelines.

BE IT FURTHER RESOLVED, that this license and appointment as the Agent shall be valid for the duration of the Services Agreement, subject to further direction from time to time by written resolution of the DMCC. This resolution shall take effect upon the adoption by the EDA Board of Directors of a resolution acknowledging and accepting the terms and conditions of this resolution.

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The question was on the adoption of the Resolution and there were __7__ YEAS and __0__ NAYS, as follows:

BOARD OF DIRECTORS
Destination Medical Center Corporation

	YEA	NAY	OTHER
Douglas M. Baker, Jr.	X		
Kristin Beckmann	X		
Kim Norpton	X		
Randy Schubring	X		
Mark Thein	X		
Pamela Wheelock	X		
Paul D. Williams	X		

RESOLUTION ADOPTED on May 21, 2026.



ATTEST: _____
Pamela Wheelock, Chair
Destination Medical Center Corporation