Exhibit D

TRADEMARK and DOMAIN NAME LICENSE AGREEMENT

THIS TRADEMARK AND DOMAIN NAME LICENSE AGREEENT ("License") is by and between the Board of Regents of Higher Education of the Montana University System and The University of Montana, at Missoula, Montana (hereafter referred to as "Licensor"); and the U Center Bookstore, INC (d/b/a UC Market and The Bookstore at The University of Montana) of Missoula, Montana (hereafter referred to as the "Licensee").

WHEREAS, contemporaneous with the term of this Assignment, Licensor and Licensee are party to two commercial real estate lease agreements (hereafter referred to as the "Lease Agreements") relating to the lease of retail business space at The University of Montana;

WHEREAS, Licensor is the exclusive owner of the trademarks and related designs listed in Schedule I (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by each; and

WHEREAS, Licensor is the exclusive owner of the Domain Names listed in Schedule II (collectively, the "Domain Names"); and

WHEREAS, Licensee desires a license to use Licensor's Trademarks and Domain Names in connection with the operation of retail businesses located at Washington Grizzly Stadium and University Center of The University of Montana in Missoula, Montana.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. GRANT OF LICENSE

1.1 Subject to the terms of this Agreement and to the extent permitted by law, Licensor hereby grants Licensee a limited, revocable, non-exclusive license to use the Trademarks and Domain Names for the purpose of operating consumer retail businesses on the campus of The University of Montana. Examples of uses granted by this Agreement include signage, advertising (including print, radio, television, and internet), letterhead and stationary, and any other use required to conduct business.

1.2 It is expressly understood that the use of the Trademarks and Domain Names extends only to the operation of the spaces subject to the Lease Agreements referenced above and does not extend to the sale of any goods, merchandise, commodities, or services by Licensee.

1.3 Licensee shall not assign or sublicense the rights granted under this license without the express prior written consent of Licensor.

2. USE OF LICENSED TRADEMARKS AND DOMAIN NAMES

2.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those required by this Agreement, are supported, endorsed, or sponsored by Licensor. Licensee also agrees not to use the name of Licensor in its business or affairs other than in the performance of its rights and obligations under this Agreement.

2.2 Licensee shall meet with Licensor at least annually to discuss Licensee's marketing plan and proposed uses of the Trademarks and Domain Names. Licensee shall provide timely notice to Licensor of any material changes to the marketing plan in relation to the Trademarks or Domain Names. At Licensor's request, Licensee shall provide samples or scale depictions of any requested sign, advertisement, recording, video, photograph, artwork, or other depiction or use of the Trademarks or Domain Names.

2.3 Notwithstanding the license grant provided in section 1.1, Licensor may, at its sole discretion, disallow Licensee's use of any Trademark or Domain Name that it deems to violate any provision of this Agreement or dilutes, misuses, or brings into disrepute the Licensor, Licensor's agents, or Licensor's property.

2.4 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Trademarks or Domain Names, or bring them into disrepute.

2.5 Licensee agrees not to use any other trademark, service mark, trade name, logo, symbol or device in combination with any of the Trademarks or Domain Names without the prior written consent of Licensor.

2.6 Licensee shall cause to appear on or within each use of the Trademarks and Domain Names licensed under this Agreement, by means of a tag, label, imprint, or other appropriate device, such copyright, trademark or service mark notices as Licensor may from time to time designate. Licensee shall affix trademark notice (TM) or (®) next to the Trademarks as instructed by Licensor. Any signs, advertisements, radio, television, or other media uses of the Trademarks shall indicate Licensor's ownership of the Trademarks. Any and all websites operated by Licensee that utilize a Domain Name shall indicate that such domain name is owned by Licensor.

2.7 Licensee recognizes the great value of the publicity and goodwill associated with the licensed Trademarks and Domain Names and acknowledges that such goodwill belongs exclusively to Licensor. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Trademarks and Domain Names, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Trademarks or Domain Names, and further agrees not to register or attempt to register, in any jurisdiction, any of the Trademarks, Domain Names, or any similar or dilutive variants thereof.

2.8 Licensee agrees that its use of the licensed Trademarks and Domain Names inures to the benefit of Licensor and that Licensee shall not acquire any rights in such Trademarks or Domain Names, or any similar or dilutive variants thereof.

2.9 Licensee shall immediately advise Licensor of any infringement of the Trademarks that it learns about.

2.10 Licensor is the exclusive copyright owner of any designs, created by Licensee, which incorporate the licensed Trademarks or Domain Names and which are used in connection with the Lease Agreements described herein. Licensee agrees to assign the copyright in these designs to Licensee.

3. INDEMNIFICATION

Licensor assumes no liability to Licensee or third parties with respect to the use of the Trademarks or Domain Names licensed by Licensee. Licensee agrees to indemnify and hold harmless Licensor, its trustees, officers, employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the use of the Trademarks or Domain Names. This indemnification shall include, but is not limited to, any and all claims or suits for which either party is alleged or found to have been wholly or partially negligent.

4. METHODS OF TERMINATION

4.1 Except as otherwise provided, this Agreement shall terminate automatically at the end of the term specified in Section 11.

4.2 Should Licensee fail to comply with any provision of this Agreement, Licensor may terminate this Agreement on thirty (30) days' written notice; provided, however, that such notice shall be void and of no effect if Licensee corrects such default during the thirty day notice period. However, Licensor may immediately terminate this Agreement if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.

4.3 Termination of this Agreement shall not impair any accrued rights of Licensor.

5. EFFECTS OF TERMINATION

Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Licensor, and Licensee shall make no claims to such rights.

6. LICENSEE'S DUTIES UPON TERMINATION

Upon termination of this Agreement, Licensee agrees to immediately and fully discontinue the use of all Trademarks and Domain Names licensed herein.

7. DEFAULT AND REMEDIES

7.1 If Licensee is found to have violated or be in violation of any provision or duty described herein, Licensor shall at its sole discretion have the right to hold this Agreement void and without further effect. It is expressly understood by the Parties that the present Agreement is meant to run concurrently with the Lease Agreements referenced above; therefore the termination or expiration of either such Lease Agreement shall render the instant Agree void and without further effect.

7.2 Licensee acknowledges that its breach of this Agreement will result in immediate and irremediable damage to Licensor, and that money damages alone would be inadequate to compensate Licensor. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by Licensee, Licensor may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

7.3 The parties agree to submit to the personal jurisdiction of the federal and state courts within the State of Montana. No legal action under this Agreement shall be brought in any jurisdiction other than within the State of Montana.

8. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

9. WAIVER

It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

10. ASSIGNABILITY

This Agreement shall inure to the benefit of Licensor, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the prior written consent of Licensor.

11. TERM OF AGREEMENT

Unless otherwise terminated by operation of law or by the acts of the parties in accordance with the terms of this agreement, this Agreement shall continue in full force and effect for the shorter of the duration of the terms of the Lease Agreements described herein (and to which this Agreement is attached) or ten (10) years. The expiration or termination of said Lease Agreements shall render this Agreement void and without further effect.

12. GOVERNING LAW

This Agreement is made in the State of Montana, United States of America, and shall be governed and construed by its laws.

13. NO PARTNERSHIP OR FRANCHISE

This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Licensor and Licensee, or (2) a franchise agreement between Licensor and Licensee. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The Parties understand that no party is an agent, employee or servant of the other party.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

15. LICENSOR CONTACT

Licensee shall direct communications or notice concerning any provision of this Agreement to:

Erika Palmer
Director, Trademarks and Licensing
The University of Montana
Missoula, MT 59812

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of January, 2013.

For ASSIGNOR   **For ASSIGNEE**

_____   _____
Manager, U Center Bookstore, Inc.   Peggy Kuhr
                                                                        Interim Vice President for Integrated
                                                                        Communications
                                                                        The University of Montana

Schedule I
Trademarks

The present Agreement contemplates the following Trademarks:

Griz Shop

The Griz Shop

Griz Store

The Griz Store

"Griz Script":

Licensee may use the "Griz script" trademark device in combination with Trademark grant described above.

Coloration:

Licensee's use of the Trademarks shall be limited to simple black/white text or in a color scheme based on the "University Colors" currently in use by The University of Montana (i.e., maroon, silver/gray). A guide to the current "University Colors" scheme is found online at: http://www2.umt.edu/urelations/standards/guidelines.htm.

Licensor shall notify Licensee of any changes or alterations made to The University of Montana "University Colors." Upon receipt of such notification, Licensee shall affect changes to any use of the Trademarks to conform with the new color scheme.

At no time shall the Trademarks be represented in "legacy" or "old color" coloration schemes (e.g., copper and/or gold instead of maroon) prohibited for use by any entity other than The University of Montana without the prior written approval of Licensor.

Schedule II
Domain Names

The present Agreement contemplates the following Domain Names, including all generic top-level domain (gTLD) variants thereof (e.g., .com; .net; .org; .biz):

grizshop

thegrizshop

grizstore

thegrizstore

Registration Account Access and Control

Licensee shall maintain exclusive access to and control over all Domain Names. At the expiration or termination of this Agreement, Licensee shall, within 15 days, grant Licensor full and exclusive access to and control over all such Domain Names, such grant including the release of all passwords, PIN numbers, account names/numbers, and any other information necessary to affect control over the Domain Names with the relevant internet domain name registry.

Registration Renewal

a. Licensee shall, at its expense, provide for periodic domain name registry renewal payments and any other expenses necessary to keep the Domain Names active and in good standing. Licensee shall be relieved of this obligation only upon the expiration or termination of this Agreement and the complete return to Licensor of access and control over the Domain Name registration accounts, as described above.
b. Licensee shall give Licensor at least thirty (30) days notice prior to "abandoning" (e.g., failing to make a required registration renewal payment) a Domain Name so that Licensor may, at its discretion, take such action to prevent ceding the Domain Name to the public.