ALAMO Trademarks, Service Marks, and Images

POLICY AND PROCEDURES

**Purpose**

The Texas General Land Office (the GLO) welcomes visitors to the Alamo Complex and encourages all guests to remember their visit with photos captured and documented in ways most personally significant to their families and friends. When individuals and business entities seek use of the Alamo images, trademarks, and/or service marks (the “Alamo Marks”) for promotional and similar purposes, the GLO requires execution of a license agreement. This policy exists to ensure and protect the proper use of the Alamo Marks; to protect and promote the goodwill and reputation of the Alamo, the General Land Office, and the State of Texas; and to promote licensing of the Alamo Marks for the benefit of the Alamo Complex, including monetary benefits and/or revenue generated for its preservation, maintenance and operation. Potential monetary and revenue generating assets associated with Alamo Marks include, without limitation, all present and future trademarks, service marks, images, websites, logos, slogans, insignias, designs, colors, trade dress, photographs, videos or other symbols or devices incorporating an Alamo Mark.

The policies and procedures for trademarks, service marks, and images associated with the Alamo Complex and its history contained herein are adopted pursuant to Natural Resources Code Section 31 charging the Texas General Land Office with maintenance and preservation of the Alamo Complex. In accordance with Section 3.27 of the Management Services Contract with the Alamo Trust, Inc. (“ATI”) for management and operation of the Alamo, the GLO has delegated authority to issue and negotiate such licensing agreements to the ATI, subject to compliance with the policies and procedures contained herein.

**Applicability**

The policies and procedures contained herein are adopted and effective upon approval by the Commissioner of the Texas General Land Office. Use of any and all Alamo Marks by a third party is only permissible upon express, written, and signed consent by the GLO or its manager, ATI, contained within a license or use agreement issued by the GLO or ATI in accordance with the procedures described herein, or in any other method or manner expressly approved by the Commissioner.

I. **Process of Approval**

i. **Submission Requirements**

Requests for use should be mailed or emailed to the GLO at tmlegal@glo.texas.gov or to ATI at communications@thealamo.org. Submissions for use of any of the GLO’s Alamo Marks or use of the Alamo Church, Long Barrack or other easily identifiable and associable Alamo Complex image must contain the following:

1. The name of the individual and/or organization requesting licensing and appropriate contact information, including phone number, mailing address and email address
2. A description of the product the trademark, service mark or image will be incorporated onto and any packaging associated with the product.
3. A description of how the trademark, service mark or image will be depicted, including a rendering or draft of the intended design if possible.
4. The number of products to be manufactured bearing the trademark, service mark or image.
5. The name of the company or organization manufacturing the product.
6. A description of how the product will be distributed. Will it be:
   a. Sold?
   b. Leased?
   c. Assigned?
   d. Donated?
   e. Gifted?
   f. Broadcasted/televised?
   g. Aired via audio network, podcast or streaming service?
   h. Featured on a website or social media platform?
7. A description of why the trademark, service mark or image is being included on the product.
8. The intended duration of use of the trademark, service mark or image – from the beginning of manufacturing until the last product is distributed.

Requests must be communicated to the GLO or ATI at least two (2) weeks in advance of the first proposed use date. Such advance notice will provide time to establish proper contact with the requestor, evaluate the appropriateness of the use for which the Alamo trademark, service mark or image is requested, negotiate any and all required contracts, and facilitate communication between the requestor, GLO, the Alamo Trust, the City of San Antonio, the San Antonio Film Commission, and any other necessary parties.

ii. Determination Procedures

Upon receipt of all required information, ATI shall be responsible for negotiation of the trademark license agreement. Final decisions of approval or disapproval shall be reported to the GLO, who shall determine whether the final decision is consistent with the policies and procedures contained herein. The final decision shall then be communicated by ATI to the requestor by email or conventional mail. Following execution of the approved license agreement, ATI shall submit the fully executed license agreement to GLO.

II. Requests for Use

i. Manner of Use

Requests may seek use of Alamo Marks in any of the following forms, and will be individually considered according to the appropriateness of utilizing the Alamo Marks in:

1. Print media – not limited to, but including, paintings; drawings; sketches; signage; reproduction in a literary piece such as a bulletin, pamphlet, brochure, magazine, newspaper, or book; advertisements, campaigns, or promotions; and any other form of one-dimensional artwork or expression.
2. Photography, whether captured digitally or on film
3. Videography – not limited to, but including, movies; television shows; webcasts; broadcast or livestreamed videos; b-roll; and any other motion-picture segment captured digitally or on film
4. Graphic design – not limited to, but including, video games; animated videos, programs or movies; online graphics, memes, .gifs, or .jpgs; mobile applications; virtual reality experiences; and any other form of art or expression necessitating computer technology in its creation, utilization, and/or enjoyment
5. Clothing and apparel
6. Personal accessories – not limited to, but including, jewelry; watches; purses; wallets; backpacks; handbags; luggage; totes; containers; sunglasses; pins; stickers; keychains; handkerchiefs; holsters; belts; toiletries; pens; pencils; and any other personal item carried on one’s person or regularly accessed not falling within the traditional understanding of clothing or apparel
7. Household goods – not limited to, but including tumblers; cups; mugs, plates; napkins; towels; aprons; oven mitts; coasters; dishes; bowls; saucers; blankets; lampshades; rugs; cooking and/or kitchen item or accessory; and any other type of furniture or houseware
8. Food, beverages and other items for consumption

ii. Categories of Entity and Use

Determination of appropriateness of use in any or all of the above products or services will be made on case-by-case basis per request. Requesting entities may fall into any of the following categories, as well as the purpose for which they are requesting use of the Alamo Mark(s):

1. Commercial – use of an Alamo Mark by an entity whose status or objective in existence is for-profit, and/or use of an Alamo Mark in any of the above forms in a good or service produced for the purpose of generating revenue
2. Promotional – including, but not limited to, any campaign, signage, or notification employed to generate attention to a subject without seeking to generate revenue from that attention
3. Non-profit – use of an Alamo Mark by a registered, not-for-profit entity or organization
4. Educational – use of an Alamo Mark in a classroom activity; school function with a learning objective; history lesson or lecture; or any other format organized by a teacher, professor or educator for any level of student
5. Personal enjoyment – use of an Alamo Mark in family photography and creation of similar family heirlooms or items not intended for sale, mass production, or distribution to the public
6. Political – the GLO will not issue an agreement for use of any of the Alamo Marks in political advertisements, campaigns, or activities

iii. Non-Discrimination

In determining whether to grant a request, the GLO and ATI do not discriminate based upon the requestor’s status, membership in or affiliation with a protected class, as defined by federal law, nor the origin of, mission statement, activities or creed of the organization the requestor is affiliated with, so long as these aspects of the organization would not detract from or impair the integrity, character, reputation, or historical significance of the GLO, the State or
the Alamo, in its present day Alamo Complex structure, management, and operation as well as its historical impact, when coupled with or utilizing an Alamo Mark, and the organization’s activities in no way qualify as a prohibited use under this policy’s terms.

III. Terms of Use

Request for use of an Alamo Mark may designate its utilization in a product or service considered prohibited, requiring heightened discretion, or generally considered appropriate. The lists contained herein are not exhaustive, and the GLO and/or ATI may deny a request despite its use’s non-inclusion on the list of prohibited uses.

i. Prohibited Uses

Alamo Marks may not be used in any manner that suggests or implies the GLO or ATI’s endorsement of other organizations, companies, products, services, political parties or views, or religious organizations or beliefs.

Further, the GLO and/or ATI will not approve the use of Alamo Marks on certain types of products. These include, but are not limited to the following:

- Items banned or deemed illegal by municipal regulation, state or federal law
- Illegal drug-related products
- Fireworks and explosives
- Obscene or disparaging products including, but not limited to, nude photographs, caricature poster art or designs that would tend to damage the reputation or degrade the goodwill of the Alamo as represented by the trademarks
- Sexually suggestive products including, but not limited to, inappropriate slogans imprinted on clothing and the configuration of certain novelty items
- Business names and/or logos which may mislead or create risk of association with the State or the GLO when there is in fact none
- Products that present an unacceptable risk of liability
- Products utilized in a political campaign or purpose
- Products that are harmful to the reputation, mission or image of the Alamo, its history, the State, or the GLO

ii. Heightened Discretion

Heightened discretion will be afforded to requests for use of Alamo Marks on certain types of products, not limited to, but including the following:

- Alcoholic beverages such as beer, wine and liquor
- Tobacco-related products
- Firearms, knives and similar items employable in self-defense and/or regulated by state and/or federal law
- Use in any manner that suggests or implies the State, the Alamo’s, ATI’s, or the GLO’s endorsement of other organizations, companies, products, services

iii. Appropriate Uses

Requests for use of Alamo Marks in purely educational purposes, whether intended to educate students or the public, should receive due care, and be granted where they would not
otherwise violate a prohibited use or constitute an actual or perceived endorsement of other organizations, companies, products, services, political parties or views, or religious organizations or beliefs. Requests for use of Alamo Marks for personal enjoyment should receive similar considerations.

IV. Licensing

All Alamo Marks, whether or not registered, are the sole property of the State of Texas under the jurisdiction of the GLO and may only be used by organizations, entities or persons with the express written permission of the GLO. A licensee must acknowledge this ownership and the value of the Alamo Marks, and that all use of the Alamo Marks and all goodwill and benefit associated with such use of the Alamo Marks accrue solely to the State of Texas. Licensee shall not apply for trademark or service mark registration in any way related to the Alamo or otherwise seek to obtain any ownership interest in Alamo Marks anywhere in the world, nor engage in any action or omission which may adversely affect the value of the goodwill associated with the Alamo Marks.

Use of Alamo Marks by third parties is prohibited unless a written license agreement from the GLO or ATI is granted in accordance with the policies and procedures contained in this document. The GLO and ATI may, in their discretion, authorize use of Alamo Marks by other organizations, entities or persons.

i. License Agreements

Alamo Marks may be used and applied only to those goods and services permitted by the written license agreement and for as long as such products and services meet the quality standards as established by the GLO and ATI from time to time.

Each license agreement granting the right to use one or more Alamo Marks shall specify which Alamo Mark or Marks are authorized to be used by the licensee, and shall expressly state that the licensee shall not be authorized to use and shall have no rights in or benefits from any of the other Alamo Marks, and no rights or benefits regarding any of the other Alamo Marks except as may be granted by the GLO and ATI in a written agreement.

Alamo Marks which are registered with the U.S. Patent and Trademark Office should be shown with the symbol ® designating their status as federally-registered marks. Alamo Marks which are not so registered, including trademark or service mark applications, should be shown with the designation “TM” when required.

The GLO and ATI may assign a license agreement in their discretion and shall provide affected licensee(s) notice of the occurrence of any such assignment. A licensee may not assign a license agreement and its obligations without written notice to and prior approval from the GLO and ATI, including without limitation, upon the sale of substantially all of the assets of the licenses. The licensee’s notice shall be given to the GLO and ATI no less than sixty (60) days prior to a contemplated assignment, and include the name of the assignee, complete mailing address, phone number, email address and main contact person and title of the individual handling the assignment for the assigned entity. To the extent provided by law, the GLO and ATI may withhold approval of the assignment for any reason.
All license agreements shall be governed by Texas law, with the venue for all related disputes in the state and federal courts of Travis County, Texas.

Each licensees shall promptly notify the GLO and ATI of any suspected infringement of any Alamo Mark by a third party, and the GLO reserves the sole right to enforce Alamo Marks at its discretion.

Licensees shall be required to maintain appropriate liability insurance during the term of the license agreement. Licensees must indemnify and hold harmless ATI, the State, the GLO, their employees and agents for any liability attributable to any of the licensee’s products or services bearing the Alamo Marks.

Except in rare instances in which there is a compelling reason to do so, the GLO and ATI shall not grant permanent licenses for the Alamo Marks. The GLO and ATI shall never grant exclusive rights to use the Alamo Marks.

ii. Approvals

Each use of an Alamo Mark requires approval. Approval to use a trademark for a one-time application only (i.e. on a t-shirt) does not constitute approval to use the trademark again, or in connection with any other item, or to change the design in any way. Requests for use of Alamo Marks may be submitted for multiple manners at once, or multiple categories. Each manner and/or category of use will be considered individually.

iii. Co-branding

Alamo Marks may not be used in conjunction with the name or trademark(s) of any other entity without the prior written permission of that entity, as well as permission of the GLO and ATI. If permission is granted by the GLO and ATI to use both the Alamo Mark and another party’s trademark in a design, the trademarks must be distinct and separate from each other, and Alamo Marks must not be overshadowed or diminished in any way in comparison to the other entity’s trademark. Approval of any such dual use of Alamo Marks will be limited to instances where there is a compelling institutional priority in allowing such a use.

iv. Sole ownership/copyright

No one other than the GLO may claim copyright or trademark rights in or seek to register any design that uses the Alamo Marks.

v. Alterations

Alamo Marks may not be altered without express, written approval by the GLO and ATI and issuance of a subsequent license agreement for the Alamo Mark as altered, with an attached exhibit displaying the altered appearance.

vi. Materials Release Required

If, in addition to licensing the use of an Alamo Mark to an entity or individual, the GLO or ATI is issuing b-roll or soundbites related to the Alamo to the entity or individual being licensed, the license agreement must require the acknowledgement and understanding of all contracting parties that the material may not be used in any way that could detract from or impair the integrity, character, reputation, or historical significance of the Alamo, the State of Texas, its archives or the Texas General Land Office. User or licensee must also agree not to
employ, alter, add to, or edit such materials for use in any other way than the license permits without express, written consent of the GLO and ATI.

User or licensee must consent to providing courtesy credit to the GLO and ATI, either during the airing or featuring of these materials, or in the final credits of their product, and agree not to commercialize or distribute such material as a stand-alone offering outside of the product.

**vii. Termination**

The GLO and/or ATI may terminate any written license agreement for use of Alamo Marks by thirty (30) days written notice to licensee, if agreement if for a term of months or years, three (3) weeks written notice if the agreement is for a term of weeks or one month, or three (3) days written notice if the agreement is for a term of one week, unless some other term is designated in the license agreement.

The GLO and/or ATI may terminate any license agreement with thirty (30) days written notice if licensee is in default on royalty payments, is in breach of this policy or a term of the license agreement, or provides any false or misleading information to the GLO and/or ATI. A license agreement is subject to automatic termination if licensee employs an Alamo Mark for any political purpose, or any of the designated prohibited uses.

The GLO and ATI, at their discretion, may allow a licensee thirty (30) days to cure a breach resulting in a written notice of termination without waiving any future rights of the GLO and/or ATI to terminate the license agreement.

Licensee shall be responsible to the GLO for all unpaid royalty payments due, the cost of collections, interest, and attorney’s fees if the GLO terminates a license agreement.

Upon termination or expiration of an agreement, all rights granted to Licensee under the License shall cease, and licensee: (i) shall refrain from any further use of the Mark or any mark, logo, or name reasonably deemed by the GLO to be confusingly similar the Mark; and (ii) shall not operate its business or activities in any manner which would misleadingly suggest to consumers or the public that the agreement is still in force or that any relationship exists between the GLO and licensee. Licensee shall have thirty (30) days from the date of termination to fully comply with this provision.

**V. Consideration**

Fees may be assessed for use of the Alamo Marks. Fees may be assessed in the form of royalties, subject to determination based upon standard commercial rates of royalty for production quantities, sales numbers and distribution at the time of requests. Fees per use also may be assessed in one-time payments, or repeated payments subject to GLO and ATI’s discretion.

Consideration for use of the Alamo Marks may be negotiated outside of royalties, an upfront use fee, or repeated payments, so long as such consideration always takes the form of a quantifiable monetary value which can be credited to the benefit of the Alamo Complex, such as a discounted cost or rate or monetary donation from the sale of related merchandise. Under no circumstances shall consideration involve the barter or exchange of goods or services between
the licensee and ATI, the GLO or their agents, or take the form of any personal benefit provided to ATI, GLO, their agents or employees.
<table>
<thead>
<tr>
<th>Trademark</th>
<th>Owner</th>
<th>Country</th>
<th>Application Date</th>
<th>Application No</th>
<th>Trademark Status</th>
<th>Next Deadline</th>
<th>Int. Class</th>
<th>Goods</th>
</tr>
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<tbody>
<tr>
<td>A LINE IN THE SAND</td>
<td>Texas General Land Office</td>
<td>United States of America</td>
<td>Sep 15 2016</td>
<td>87/172,609</td>
<td>Pending</td>
<td>19 Feb 2020 2nd IU Extension Due</td>
<td>35</td>
<td>Retail gift shop services; on-line retail gift shop services; vending in the field of souvenirs.</td>
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<td>TXLO074US</td>
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<td></td>
<td>41</td>
<td>Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies; Educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; providing a website featuring information in the field of history; summer camps.</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Archeological exploration and research.</td>
</tr>
<tr>
<td>REMEMBER THE ALAMO</td>
<td>Texas General Land Office</td>
<td>United States of America</td>
<td>Aug 4 2016</td>
<td>87/975,800</td>
<td>Registered</td>
<td>17 Oct 2023 Affidavit Due</td>
<td>41</td>
<td>Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies; providing a website featuring information on a historic landmark, its preservation, maintenance, and funding and related archeological research.</td>
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<tr>
<td>State of Texas</td>
<td>THE ALAMO</td>
<td>Texas</td>
<td>Sep 17 2010</td>
<td>801320016</td>
<td>Registered</td>
<td>17 Sep 2020 Next Renewal Due</td>
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<td>TXLO004-TX</td>
<td>Sep 17 2020</td>
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<td>Goods</td>
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<table>
<thead>
<tr>
<th>State of Texas</th>
<th>THE ALAMO</th>
<th>United States of America</th>
<th>Jul 26 2010</th>
<th>85/092,869</th>
<th>Registered</th>
<th>16 Oct 2022 Next Renewal Due</th>
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<td>Goods</td>
<td>Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies.</td>
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<td>Int. Class</td>
<td>Goods</td>
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<tr>
<td>29</td>
<td>Processed Jalapeño Peppers, Pickled Okra, spirited peaches in the nature of peaches soaked in distilled spirits, Apricot Butter, Sweet Potato Butter, fruit preserves, soup mix; cooking oil in the nature of chili oil.</td>
</tr>
<tr>
<td>30</td>
<td>Barbecue sauce, chocolate, chocolate bars, coffee, cookies, hot sauce, lollipops, candy mints, mustard, pretzels, salsa, crystal sugar pieces, namely, compressed sugar; confectionary in the nature of dextrose and compressed dextrose for purposes of nourishment; confectionary in the nature of refreshment pastilles and candy; confectionery, namely, pastilles and sugar-free pastilles, licorice, not for medical purposes; tea; mixes in the nature of concentrates, syrups or powders used in the preparation of tea based beverages; cornbread mix; vanilla extract for flavoring; chili oil used as a condiment; pancake syrup, topping syrup, syrup for flavoring beverages; chow chow; relish.</td>
</tr>
<tr>
<td>32</td>
<td>Bottled water</td>
</tr>
<tr>
<td>41</td>
<td>Museum services, namely, exhibiting to the public a historical site.</td>
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<tr>
<td>8</td>
<td>Knives; nut crackers.</td>
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<td>Int. Class</td>
<td>Goods</td>
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<tr>
<td>9</td>
<td>Digital media, namely, pre-recorded DVDs and CDs featuring historical documentaries and information about a historical site; mouse pads; decorative magnets.</td>
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<tr>
<td>14</td>
<td>Jewelry, tie tacks, ornamental pins, commemorative coins.</td>
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<tr>
<td>18</td>
<td>Leather and imitation leather luggage, tote bags, backpacks, wallets, coin purses.</td>
</tr>
<tr>
<td>24</td>
<td>Kitchen towels; blanket throws.</td>
</tr>
<tr>
<td>25</td>
<td>Clothing, namely, shirts, sweaters, footwear, hats, caps, aprons, socks, ties, bandanas, scarves, children's and infants' cloth bibs.</td>
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<tr>
<td>THE ALAMO and Design</td>
<td>United States of America</td>
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<tr>
<td>The State of Texas by &amp; through The General Land Office</td>
<td>Feb 20 2013</td>
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<tr>
<td>The State of Texas by &amp; through The General Land Office</td>
<td>Feb 20 2013</td>
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<td>Texas General Land Office</td>
<td>TXLO009US5</td>
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<tr>
<td>THE ALAMO ENDOWMENT MISSION FOR THE FUTURE and Design</td>
<td>United States of America</td>
</tr>
<tr>
<td>Texas General Land Office</td>
<td>May 11 2015</td>
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<tr>
<td>Texas General Land Office</td>
<td>TXLO021US</td>
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### THE ALAMO ENDOWMENT

**MISSION FOR THE FUTURE and Design**

- **Texas General Land Office**: TXLO021-TX
- **Date**: Oct 30 2020 Oct 30 2015
- **Registration Number**: 802235832
- **Categories**:
  - **Int. Class**: 36
  - **Goods**: Charitable fundraising services; charitable fundraising services for the collection and distribution of donated monies for the preservation, management, education, maintenance, operation and restoration of one or more historical landmarks.

### THE MISSION, THE BATTLE, THE LEGEND

- **Texas General Land Office**: TXLO062US
- **Date**: Jan 31 2027 Jan 31 2017
- **Registration Number**: 5,133,101
- **Categories**:
  - **Int. Class**: 35
    - **Goods**: Retail gift shop services; online retail gift shop services; vending in the field of souvenirs.
  - **Int. Class**: 41
    - **Goods**: Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies; Educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; Providing a website featuring information in the field of history; summer camps.

### VICTORY OR DEATH

- **Texas General Land Office**: TXLO073US
- **Date**: Sep 15 2016
- **Registration Number**: 87/172,595
- **Categories**:
  - **Int. Class**: 35
    - **Goods**: Retail gift shop services; on-line retail gift shop services; vending in the field of souvenirs.
  - **Int. Class**: 41
    - **Goods**: Museum services, namely, exhibiting to the public a historic site; guided tours of a historical site; gardens for public admission; movie theater for historical movies; Educational services, namely, presenting talks featuring information about a historical site and the provision of educational materials for the purposes of teaching grade school children; providing a website featuring information in the field of history; summer camps.

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