



DEFINING EXCELLENCE

Marketing and Communications
5701 Normandale Road
Edina MN 55424

952-848-3959
www.edinaschools.org

Thank you for your inquiry. Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, the Settlement and Joint Ownership Agreement is classified as a public document. A copy of the same is attached to this email, in response to your request. Exhibit D includes the joint statement of the parties.

The District would like to add that it is pleased with the outcome of this matter. The District turned the defense of this litigation over to its Insurance Company, and this Agreement was negotiated and approved by the Insurer. While the total payment made on behalf of the District is \$150,000, the District's Insurance Company will be paying \$137,500 of that amount directly to Mr. Otto, and the District is contributing a total of \$12,500 in exchange for the dismissal of the lawsuit and the joint ownership of the historic hornet logo. This joint ownership ensures that the District may freely use the logo in perpetuity without paying any royalties or other fees, and avoids any further disputes about the District's right to proudly display the logo.

Sincerely,

Daphne Edwards

Director of Marketing & Communications
Edina Public Schools
952-848-3959
Daphne.edwards@edinaschools.org

SETTLEMENT AND JOINT OWNERSHIP AGREEMENT

Whereas, **Michael J. Otto**, 300 South 4th Street, Grove City, MN 56243 (hereinafter, "Plaintiff" or "Otto") created the Edina High School hornet logo titled EDINA/M.J.O. ("HORNET LOGO"), copies of which are attached to this Settlement and Joint Ownership Agreement ("Agreement") as **Exhibit A**;

Whereas, Otto filed a copyright registration application regarding the HORNET LOGO with the United States Copyright Office on or about December 23, 1981, as Registration No. VA0000109783; a copy of which is attached to this Agreement as **Exhibit B**;

Whereas, **Independent School District 273 a/k/a the Edina Public School District**, 5701 Normandale Road, Edina, MN 55424 ("Defendant" or "School District" or "EPSD," and together with Plaintiff, "Parties" collectively or "Party" individually) commissioned a search for a new logo in 1981, which sought original drawings in the hopes of finding one to be used by EPSD as a visual depiction of its Hornet Mascot going forward indefinitely;

Whereas, Otto's entry was selected as the winning submission from amongst approximately 168 total submissions;

Whereas, with Otto's permission, EPSD began using the HORNET LOGO as its Hornet Mascot beginning in 1981, and EPSD desires to have the option to continue using the HORNET LOGO as it has over the past 41 years, in connection with various school activities; and

Whereas, on January 3, 2022, Plaintiff filed a Complaint initiating a lawsuit against Defendant, *Otto v. Ind. School Dist. No. 273*, No. 22-cv-005 (KMM-BRT), U.S. Dist. Ct., D. Minn. ("Action"); then on April 13, 2022, Plaintiff filed a First Amended Complaint in the Action; and on May 4, 2022, Defendant filed an Answer to Plaintiff's First Amended Complaint and Counterclaim. Plaintiff then was ordered to and filed his Answer to Defendant's Counterclaim on October 4, 2022 (collectively, "Dispute").

Now, therefore, in consideration of mutual promises herein made, and as a compromise to achieve full resolution of the Dispute and Action, the Parties agree to the following terms and conditions of this Agreement. The Effective Date of this Agreement shall be the latest date any Party executes this Agreement.

1. AGREEMENT AS TO CO-OWNERSHIP:

- a. The Parties each recognize that it is in the best interest of both Parties as well as their constituents and shared community that the HORNET LOGO should continue to be proudly used, displayed and represent EPSD, and that this Dispute be resolved in such a way to allow for such potential continued use of the HORNET LOGO.
- b. The Parties have determined that joint ownership of the HORNET LOGO is a mutually-beneficial way for those goals to be met, while still preserving the

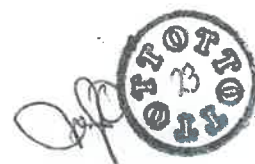


respective rights of the Parties and their ongoing interests in and the protection of the HORNET LOGO, to the exclusion of any other person or entity.

- c. The Parties have determined that joint ownership of the HORNET LOGO will ensure that both Parties may proactively protect the integrity of the HORNET LOGO, consistent with this Agreement. Joint ownership of the HORNET LOGO will guarantee that both Parties share in, and are mutually responsible for, the future of the HORNET LOGO, consistent with this Agreement.
- d. Accordingly, the Parties agree to be Co-owners of the HORNET LOGO, with each owning interdependent and indivisible parts of the HORNET LOGO as a unitary whole. The copyright in the HORNET LOGO shall be jointly secured and reflected solely in the name of both Parties and owned according to the following percentages: Michael J. Otto, 50% and EPSD, 50%. Because the Parties agree that there shall be no sharing of revenue, royalties, exploitation profits, or expenses between the Parties regarding either Party's use of the HORNET LOGO, or the requirement of notice of use which might otherwise apply to joint owners under the Copyright Act, and no approval requirements or votes with regard to the joint ownership or any other factor regarding the HORNET LOGO going forward, the indicated ownership percentages shall have no effect, other than the agreement of that share being held between and amongst the Parties.
- e. This Agreement allows each Party the so-called exclusive rights associated with copyright ownership, as delineated in 17 U.S.C. § 106, including but not limited to the rights to:
 - a. reproduce the HORNET LOGO;
 - b. distribute copies of the HORNET LOGO to the public by sale or other transfer or ownership, or by rental, lease, or lending;
 - c. display publicly the HORNET LOGO; and
 - d. create derivative works of the HORNET LOGO.

All rights may be exercised by either Party without any requirement to obtain approval from the other Party.

- f. As an example, and for the avoidance of doubt, EPSD will be able to use the HORNET LOGO in connection with various school activities, including but not limited to athletics, contracting with vendors for the manufacture of clothing, apparel, equipment, or accessories, curricular activities, extracurricular activities, working with booster clubs, signage, and overall brand recognition for the School District.
- g. As Otto has previously filed and been issued a registration for copyright in the HORNET LOGO by the U.S. Copyright Office, he hereby assigns to EPSD an undivided fifty percent (50%) interest in the HORNET LOGO and all copyright rights therein, so that the Work is owned jointly as set forth in this Section and



Agreement. The Parties agree that this assignment shall be recorded with the U. S. Copyright Office, in a form substantially similar to **Exhibit C**, attached hereto, within three (3) business days of receipt of payment by Otto of the settlement amount, as set forth in Section 2, below.

- h. Both Parties acknowledge that neither will assign or fully transfer any of the rights in the HORNET LOGO to any third party, except that Otto may pass his rights in the HORENT LOGO to an heir. EPSD is expressly allowed to give permission to vendors, boosters, community organizations, and other public entities to use the HORNET LOGO in furtherance of EPSD's activities intended for the benefit of students and the School District. Neither Party may enter into any exclusive licenses of the HORNET LOGO, due to the joint ownership by the Parties.
- i. EPSD agrees to prepare internal guidelines regarding how the HORNET LOGO may be used by students and faculty. These guidelines will be formally incorporated into the School District's standard marketing protocols, including statements that the HORNET LOGO is copyrighted and jointly owned by EPSD and Otto, and that the HORNET LOGO may be used only with permission of EPSD, in furtherance of EPSD's activities intended for the benefit of students and the School District. These guidelines will be included in the 2023-24 marketing protocols and made available to faculty, and then included for each school year going forward.
- j. Each Party agrees to designate a contact person, as an individual that such Party may contact in writing, should either Party learn of or suspect any unauthorized third-party uses of the HORNET LOGO. EPSD will take primary responsibility in reaching out to identified unauthorized third parties. If Otto brings an unauthorized use to the attention of EPSD, then EPSD must inform Otto of its enforcement actions and decision on pursuing the third party.

Should a lawsuit become necessary against unauthorized third-party uses, the Parties agree EPSD may take such action as it deems necessary, in its name, against any person or entity, to protect all rights and interests in the HORNET LOGO. Otto will, at EPSD's request, cooperate fully with EPSD in any controversy which may arise or litigation which may be brought concerning the HORNET LOGO.

EPSD shall have the right (but not the obligation), in its absolute discretion, to employ attorneys and to institute or defend any action or proceeding and to take any other proper steps to protect the right, title and interest of EPSD in and to the HORNET LOGO, and every right or legal claim thereto, and in that connection, to settle, compromise or in any other manner dispose of any matter, claim, action or proceeding and to satisfy any judgment that may be rendered, in any manner as EPSD in its sole discretion may determine. Any legal action brought by EPSD against any alleged infringer of any of the HORNET LOGO shall be initiated and



prosecuted by EPSD. If EPSD chooses not to institute a lawsuit against an infringing third party, it also may delegate the option to pursue a lawsuit to Otto.

Otto will not be responsible for any expenses, costs, or attorneys' fees associated with a lawsuit initiated by EPSD, or any other enforcement of the HORNET LOGO by EPSD. However, he is willing to testify as a witness on behalf of and in cooperation with EPSD in support of the HORNET LOGO and the creation thereof.

2. SETTLEMENT AND LUMP-SUM ROYALTY PAYMENT:

In resolution of the Dispute and the Action, and as a one-time, lump sum payment for damages alleged to have been suffered by Otto in the Action and Dispute, EPSD shall pay to Plaintiff one-hundred fifty thousand dollars (\$150,000) as soon as practicable, in light of the regular and necessary processing of its insurance claim, but in no event later than 45 days of full execution of this Agreement.

Each party will bear its own costs and attorneys' fees in connection with the Dispute and Action and with preparation and execution of this Agreement.

3. CONFIDENTIALITY AND JOINT PRESS RELEASE:

To the fullest extent allowed by law, the terms of this Agreement shall remain confidential, except as required by the Minnesota Government Data Practices Act or other laws applicable only to EPSD, and that the Parties may mutually agree upon language for a joint press release that expresses this case has been resolved on amicable and confidential terms, that the HORNET LOGO and related copyrights are jointly owned by the Parties, and that the Parties look forward to the opportunity to use the HORNET LOGO to continue the 40+ years of legacy and pride built up with students, alumni and the community from using the HORNET LOGO. The agreed-upon draft press release, to be submitted to the Star Tribune, is attached hereto as **Exhibit D**.

4. GENERAL RELEASES:

In consideration of the promises set forth in this Agreement, including but not limited to Defendant's payment obligation of Paragraph 2 herein, Plaintiff (for himself and any successors, assigns or heirs), hereby releases and discharges Defendant (and its respective insurers, including without limitation the Minnesota Insurance Scholastic Trust (and its Member Districts, administrators, attorneys, and service companies), parents, subsidiaries, affiliates, directors, officers, shareholders, members, managers, attorneys and employees), of and from any and all claims, counterclaims, suits, demands, costs, expenses or causes of action arising from or relating to the Dispute, whether known or unknown, occurring up to the Effective Date of this Agreement, except for enforcement of this Agreement.



Likewise, for good and valuable consideration, Defendant, including any parents, subsidiaries, affiliates, agents, representatives, partners, directors, officers, shareholders, members, managers, employees, successors, assigns, or insurers of Defendant (including without limitation the Minnesota Insurance Scholastic Trust (and its Member Districts, administrators, attorneys, and service companies)) hereby releases and discharges Plaintiff (and any respective insurers, successors, assigns, or heirs), of and from any and all claims, suits, demands, costs, expenses or causes of action arising from or relating to the Dispute, whether known or unknown, occurring up to the Effective Date of this Agreement, except for enforcement of this Agreement.

5. TERM:

This Agreement, the rights of the Parties and the assignment of rights contemplated herein shall commence upon complete execution of this Agreement and shall continue in effect for the full term of all worldwide copyright rights in and to the HORNET LOGO in the United States of America and throughout the rest of the world and for the terms of any and all renewals, extensions and reversions thereof in the United States of America.

6. DISPUTE RESOLUTION:

Should any Party hereto believe that the other Party has breached a material term of this Agreement, it must first provide written notice to the other Party, whereupon the receiving Party shall have 21 days to cure the alleged breach. Should an agreeable resolution not be made, the Parties agree to submit the dispute to a private mediator, and make good-faith efforts to resolve the dispute in mediation. Costs of such mediation shall be shared equally between the Parties. Should mediation be unsuccessful, only then can further legal action be pursued.

7. ENTIRE AGREEMENT:

The terms set forth in the Agreement constitute the entire Agreement between the Parties as to the subject matter hereof, and all prior agreements, negotiations and understandings are merged herein. This Agreement may not be amended or modified except by a written instrument executed by both Parties hereto, or their heirs or legal successors in interest.

8. MISCELLANEOUS:

The captions in this Agreement are for convenience only and shall not be considered in construing the provisions of this Agreement. Nothing contained in this Agreement shall be deemed to create a joint venture, partnership, or other similar relationship between the Parties hereto and no Party shall hold itself out, or purport to act to the contrary. Nothing in this Agreement requires either Party to use the HORNET LOGO.

9. ASSIGNMENT:

This Agreement and any rights granted herein may not be assigned, mortgaged, or



otherwise transferred by either Party. This Agreement shall bind all heirs and successors in interest of each Party.

10. NOTICES:

- a. All notices, payments, requests and other communications under this Agreement shall be given or delivered to each Party as follows:

Michael J. Otto, or his heir
[REDACTED]
Grove City, MN 56243
Phone: [REDACTED]

With a copy contemporaneously delivered to:

Nicholas S. Kuhlmann
Patterson Thunte, P.A.
4800 IDS Center
80 S. 8th St.
Minneapolis, MN 55402
kuhlmann@ptslaw.com

Independent School District #273 (“EPSD”)
Attn: Director of Business Services
Edina Public Schools
5701 W. Normandale Road
Edina, MN 55424
Phone: (952) 848-3815

With a copy contemporaneously delivered to:

Mick Spence
The Spence Law Firm
Two22 Tower, Suite 1600
222 South 9th Street
Minneapolis, MN 55402
spence@spence.law

- b. Any notice, report, or other item which is desired or required to be given under this Agreement shall be given in writing and delivered via First Class Mail, postage prepaid, to the Parties’ addresses set forth in Section 10(a), or another address subsequently provided via notice accomplished as set forth in Section 10(a). The effective date of any such notice herein shall be the date such item is deposited in the U.S. Mail, and established by a sworn affidavit of service or postmark.



11. SEVERABILITY:

All terms and provisions of this Agreement are severable. Any term or provision of this Agreement or any application thereof which may be invalid or unenforceable will be ineffective only to the extent of such prohibitions or unenforceability without affecting the remainder of this Agreement or any other application of such term or provision.

12. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Minnesota, and all disputes arising hereunder shall be resolved exclusively in the courts of the State of Minnesota, unless the Parties expressly agree in writing to the contrary, and subject to the Dispute Resolution requirements of Section 6.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be signed by their duly authorized representatives.

MICHAEL J. OTTO

By *Michael J. Otto*

Date: 1/31/23



INDEPENDENT SCHOOL DISTRICT
273 a/k/a EDINA PUBLIC SCHOOLS

By *Erica Allenburg*

Name: Erica Allenburg, Chair

Date: 2/6/2023

By *Julie Greene*

Name: Julie Greene, Vice Chair

Date: February 6, 2023

EXHIBIT

A





EXHIBIT

B



CERTIFICATE OF COPYRIGHT REGISTRATION

FORM VA

UNITED STATES COPYRIGHT OFFICE

This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

David Reed

REGISTER OF COPYRIGHTS
United States of America

REGISTRATION NUMBER	
VA	109-785
VA	VAU
EFFECTIVE DATE OF REGISTRATION	
August 17 1981	
(Month)	(Day) (Year)

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE CONTINUATION SHEET (FORM VA/CON)

1 Title	TITLE OF THIS WORK: <i>Edina High School Hornet Logo</i>	NATURE OF THIS WORK: (See instructions) <i>All media logo</i>
	PUBLICATION AS A CONTRIBUTION: (If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared.) Title of Collective Work: Vol. No. Date Pages	

2 Author(s)	IMPORTANT: Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). If any part of this work was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates blank.									
	1	<table border="1"> <tr> <td>NAME OF AUTHOR: <i>Michael J. Otto</i></td> <td>DATES OF BIRTH AND DEATH: Born <i>1956</i> Died</td> </tr> <tr> <td>Was this author's contribution to the work a "work made for hire"? Yes. No. <i>X</i></td> <td></td> </tr> <tr> <td>AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <i>United States</i> or { Domiciled in</td> <td>WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <i>X</i> Pseudonymous? Yes No <i>X</i></td> </tr> <tr> <td>AUTHOR OF: (Briefly describe nature of this author's contribution) <i>Creator and developer of the Logo</i></td> <td>If the answer to either of these questions is "Yes," see detailed instructions attached.</td> </tr> </table>	NAME OF AUTHOR: <i>Michael J. Otto</i>	DATES OF BIRTH AND DEATH: Born <i>1956</i> Died	Was this author's contribution to the work a "work made for hire"? Yes. No. <i>X</i>		AUTHOR'S NATIONALITY OR DOMICILE: Citizen of <i>United States</i> or { Domiciled in	WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK: Anonymous? Yes No <i>X</i> Pseudonymous? Yes No <i>X</i>	AUTHOR OF: (Briefly describe nature of this author's contribution) <i>Creator and developer of the Logo</i>	If the answer to either of these questions is "Yes," see detailed instructions attached.
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AUTHOR OF: (Briefly describe nature of this author's contribution)	If the answer to either of these questions is "Yes," see detailed instructions attached.									

3 Creation and Publication	YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED: Year <i>1981</i>	DATE AND NATION OF FIRST PUBLICATION: Date <i>July 1 1981</i> Nation <i>United States</i>
	(This information must be given in all cases.)	(Complete this block ONLY if this work has been published.)

4 Claimant(s)	NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): <i>Michael J. Otto 5729 Kerkes Avenue South</i> <i>16514 CANTERBURY DR ← house</i> <i>MINNETONKA, MN 55345</i>	
	TRANSFER: (If the copyright claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.) <i>OK</i>	



VA 109-783	EXAMINED BY: <i>[Signature]</i> CHECKED BY: <i>[Signature]</i>	APPLICATION RECEIVED: 23 FEB 1981	FOR COPYRIGHT OFFICE USE ONLY
	CORRESPONDENCE: <input checked="" type="checkbox"/> Yes	DEPOSIT RECEIVED: Aug 17, 1981 Aug 17, 1981	
	DEPOSIT ACCOUNT FUNDS USED: <input type="checkbox"/>	REMITTANCE NUMBER AND DATE: 34342 Aug 17, 1981	

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED ADDITIONAL SPACE, USE CONTINUATION SHEET (FORM VA/COM)

PREVIOUS REGISTRATION: <ul style="list-style-type: none"> Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If your answer is "Yes," why is another registration being sought? (Check appropriate box) <ul style="list-style-type: none"> <input type="checkbox"/> This is the first published edition of a work previously registered in unpublished form. <input type="checkbox"/> This is the first application submitted by this author as copyright claimant. <input type="checkbox"/> This is a changed version of the work, as shown by line 6 of the application. If your answer is "Yes," give Previous Registration Number: _____ Year of Registration: _____ 	5 Previous Registration
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COMPILED OR DERIVATIVE WORK: (See instructions) <p>PREEXISTING MATERIAL: (Identify any preexisting work or works that this work is based on or incorporates.)</p> <p style="text-align: center; font-size: 1.5em;">None</p> <p>MATERIAL ADDED TO THIS WORK: (Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.)</p> <p style="text-align: center; font-size: 1.5em;">None</p>	6 Compilation or Derivative Work
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.) <p>Name: _____</p> <p>Account Number: _____</p>	CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.) <p>Name: <u>Michael J. Otto</u></p> <p>Address: <u>5729 Xerxes Ave So</u> <u>Minneapolis MN 55410</u></p>	7 Fee and Correspondence
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CERTIFICATION: * I, the undersigned, hereby certify that I am the: (Check one) <input checked="" type="checkbox"/> Author <input type="checkbox"/> Other copyright claimant <input type="checkbox"/> Owner of exclusive rights <input type="checkbox"/> Grantor of exclusive rights of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge. <p style="text-align: center;"> Handwritten signature: <i>[Signature]</i> Typewritten or printed name: <u>MICHAEL J. OTTO</u> Date: <u>12/20/81</u> </p>	8 Certification (Application must be signed)
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<div style="border: 1px solid black; border-radius: 15px; padding: 10px;"> <p style="font-size: 1.2em;">Michael J. Otto</p> <p style="font-size: 1.2em;">5729 Xerxes Ave So</p> <p style="font-size: 1.2em;">Minneapolis, MN 55410</p> </div>	MAIL CERTIFICATE TO <p>(Certificate will be mailed in window envelope)</p>	9 Address For Return of Certificate
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------



EXHIBIT

C



COPYRIGHT ASSIGNMENT

This Copyright Assignment (“**Copyright Assignment**”) is made by Michael J. Otto (“**Assignor**”), located at 300 South 4th Street, Grove City, MN 56243, and Independent School District 273 a/k/a Edina Public School District (“**Assignee**”), located at 5701 Normandale Road, Edina, MN 55424, pursuant to a Settlement and Joint Ownership Agreement between Assignor and Assignee, dated on or about January 30, 2023 (the “**Settlement and Joint Ownership Agreement**”).

WHEREAS, under the terms of the Settlement and Joint Ownership Agreement, Assignor has conveyed to Assignee a portion of intellectual property owned by Assignor, and has agreed to execute and deliver this Copyright Assignment, for recording with the United States Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor irrevocably transfers and assigns to Assignee fifty percent (50%) of Assignor’s right, title, and interest in and to U.S. Copyright Reg. No. VA 109-783, titled “Edina High School Hornet Logo,” registered on or about August 17, 1981 (the “**Assigned Copyright**”).

2. Recordation and Further Actions. Assignor hereby authorizes the Register of Copyrights in the United States Copyright Office to record and register this Copyright Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Copyright to Assignee.

3. Terms of the Settlement and Joint Ownership Agreement. The parties hereto acknowledge and agree that this Copyright Assignment is entered into pursuant to the Settlement and Joint Ownership Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Copyright. The representations, warranties, and agreements contained in the Settlement and Joint Ownership Agreement shall not be superseded by any statements in this Copyright Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of the Settlement and Joint Ownership Agreement and the terms hereof, the terms of the Settlement and Joint Ownership Agreement shall govern.

4. Counterparts. This Copyright Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

5. Successors. This Copyright Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and heirs.



6. Governing Law. This Copyright Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Copyright Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Copyright Assignment as of the date first written above.

I declare under penalty of perjury under the laws of the United States of America that I have signed the foregoing instrument and acknowledged the instrument to be my free act and deed for the uses and purposes mentioned in the instrument.

MICHAEL J. OTTO



Date: January 31, 2023



I declare under penalty of perjury under the laws of the United States of America that I have signed the foregoing instrument and acknowledged the instrument to be my free act and deed for the uses and purposes mentioned in the instrument.

**INDEPENDENT SCHOOL DISTRICT
273 a/k/a EDINA PUBLIC SCHOOLS**

By Erica Allenburg

Name: Erica Allenburg, Chair

Date: 2/6/2023

I declare under penalty of perjury under the laws of the United States of America that I have signed the foregoing instrument and acknowledged the instrument to be my free act and deed for the uses and purposes mentioned in the instrument.

**INDEPENDENT SCHOOL DISTRICT
273 a/k/a EDINA PUBLIC SCHOOLS**

By Julie Greene

Name: Julie Greene, Vice Chair

Date: February 6, 2023



EXHIBIT

D



EXHIBIT D - JOINT PRESS RELEASE

Date: January 31, 2023

EDINA PUBLIC SCHOOL DISTRICT AND ARTIST REACH SETTLEMENT REGARDING HORNET MASCOT LOGO

The Edina Public School District and artist Michael J. Otto have resolved a copyright lawsuit and reached a private settlement which allows the long-time Hornet Mascot logo to continue to be used by the School District, for the benefit of students, alumni and the Edina Public School District. The settlement is designed to secure and protect future use and enjoyment of the Hornet in Edina Public Schools.

While the parties had significantly different perspectives on the dispute, after years of royalty-free use of the logo, both parties recognized that finding common ground and a cooperative outcome benefited all stakeholders and their shared community, much more than ongoing litigation. The Hornet logo and related copyright rights are jointly owned by the parties.

Both parties are pleased with this amicable resolution. The terms of the settlement are confidential. The Parties look forward to the opportunity to use the Hornet logo to continue the 40+ years of legacy and pride built up with students, alumni and the community in the Hornet logo.

