

# NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"),

BY AND BETWEEN:

\_\_\_\_\_,  
a company incorporated and existing under the laws of \_\_\_\_\_  
and having its registered office at \_\_\_\_\_  
\_\_\_\_\_  
(“Licensor”)

AND:

\_\_\_\_\_,  
an individual residing at \_\_\_\_\_  
\_\_\_\_\_  
(“Licensee”)

each singularly referred to as a "Party" and collectively referred to as the "Parties":

## BACKGROUND FACTS

- A. The Licensor is the sole and exclusive owner of all proprietary and other property rights and interests in and to certain trademarks, trade names, service marks, logotypes, insignias and designs used by the Licensor and the Licensor's licensees ("Marks").
- B. The Licensee acknowledges that the Marks are distinctive of the Licensor.
- C. The Licensee has represented to the Licensor that the Licensee is experienced in \_\_\_\_\_  
\_\_\_\_\_.
- D. The Licensee wishes to be granted a license to use the Licensed Marks as defined below.
- E. The Licensor intends on various conditions and under various restrictions contained in this Agreement to grant to the Licensee a license to use the Licensed Marks.

THEREFORE, IN CONSIDERATION OF THE RECEIPT AND ADEQUACY OF VALUE AS FOLLOWS:

ED IN THIS AGREEMENT, THE PARTIES, THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

(a) In this Agreement the following expressions shall have the meaning set forth below:

the following expressions shall

(i) "Agreement" means this Agreement, its Exhibits, and any documents incorporated herein by reference;

Agreement, its Exhibits, and any

(ii) "Territory" means the territory defined by the boundaries of \_\_\_\_\_;

defined by the boundaries of

(iii) "Licenses" means the Licenses depicted and listed in s. 1 of Exhibit "A" to this Agreement;

marks depicted and listed in s. 1 to time during the course of this

(iv) "Licensed Products" means the products listed in Exhibit "B" as of the date of this Agreement; it may include any other products that may be developed in the future;

products listed in Exhibit "B" as of course of this Agreement;

(b) Words importing the plural and vice versa, and words importing the masculine gender and vice versa.

the plural and vice versa, and masculine gender and vice versa.

(c) The Preamble, the recitals, and the clause form an integral part of this Agreement.

ment, and the headings for each

(d) "Termination of this Agreement" means the termination of this Agreement with respect to the obligations and liabilities of the Licensee hereunder notwithstanding any provisions to the contrary.

words to that effect as used in this Agreement has terminated Licensee hereunder and such obligations shall continue in full force and effect

(e) The word "person" includes any individual, partnership, firm, company, corporation, governmental entity, or any other legal or natural associations.

see, corporation, government, incorporated body of persons or

(f) The words "in writing" or "written" shall mean any writing, or any electronic means of communication, which is visibly reproduced at a distant point of receipt.

writing, or any electronic means visibly reproduced at a distant point of receipt.

2. LICENSE GRANT

(a) LICENSE

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Subject to the terms  
Licensee a non-excl  
and otherwise distrib

the Licensor grants to the  
make, offer, advertise, sell,  
ng the Licensed Marks.

(b) **LICENSE LIMITED TO**

The Licensee is here  
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or written approval of the

(c) **LICENSE LIMITED TO**

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Licensed Marks for a  
the Licensed Product  
may be arbitrarily wi

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ssociation with any other  
gives any right to use the  
cts or services other than  
Licensor, which approval

(d) **LICENSE LIMITED TO**

The Licensee shall  
otherwise use the Lic

the Licensed Products or  
rritory.

(e) **LICENSE IS PERSONAL**

The Licensee may no  
unless such person  
provisions of this Ag  
Licensee to use the  
otherwise distribute  
such contractors is r  
forth in this Agreem  
jointly and severally  
omissions may relate  
the Licensor.

**BLE**  
his license to a third party,  
the Licensor. Subject to  
nsor hereby authorises the  
make, advertise, sell, or  
of the Licensed Marks by  
within the limitations set  
see shall at all times be  
ntractors as such acts and  
her legitimate interests of

(f) **LICENSE IS NON-EXCL**

The license granted  
Licensor reserves th  
Licensee, the right  
association with any  
including in the Terri

ent is non-exclusive. The  
or persons other than the  
the Licensed Marks, in  
s, anywhere in the world,

(g) **RESERVED RIGHTS**

This Agreement is not intended to transfer any right, title, or interest in or to the Marks or to the Licensee other than the grant of rights under this Agreement. Rights in the Marks remain with the Licensor and may be asserted by the Licensor expressly does not constitute an acknowledgment of the Marks that now exist in the hands of any other person.

any right, title, or interest in the Marks or to the Licensee other than the grant of rights under the terms and conditions of this Agreement. Rights in the Marks are reserved by the Licensor but limitation. The Licensor's right to sue for infringement of the Licensed Marks or variation of the Licensed Marks remains with the Licensor, the Licensee, or any other person.

(h) **PROHIBITED ACTS**

The Licensee shall not:

- (i) claim ownership of the Marks or any other intellectual property;
- (ii) permit any third party to use the Marks in such a way as to give the impression of endorsement by the Licensee;
- (iii) use or display the Marks or any other intellectual property in a manner that is confusingly similar to the Marks or any other intellectual property authorized by the Licensor;
- (iv) engage in any activity that may dilute, or otherwise impair the distinctiveness of, the Marks or any other intellectual property or to prevent or cancel any registration of the Marks or any other intellectual property;
- (v) use any domain name that contains a designation identical to the Marks or any other intellectual property or address of such website or other online platform or otherwise offer any products or services that use the Licensed Marks, unless the Licensee obtains the prior written approval of the Licensor, which approval may be required for all such sales;
- (vi) use any domain name or the Marks in connection with the promotion, sale, or distribution of the Licensed Products or any other name, trademark, or service mark;
- (vii) produce, sell, or distribute any Licensed Product; nor shall the Licensee or its agents, in any oral or written communication, represent themselves as the Licensee's corporate or other agent to produce or sell, or as the agent of the Licensor in writing; or
- (viii) use the Marks or any other intellectual property in connection with the promotion, sale, or distribution of any Licensed Product or any other name, trademark, or service mark.

The Licensee shall not:

- (i) claim ownership of the Marks or any other intellectual property;
- (ii) permit any third party to use the Marks in such a way as to give the impression of endorsement by the Licensee;
- (iii) use or display the Marks or any other intellectual property in a manner that is confusingly similar to the Marks or any other intellectual property authorized by the Licensor;
- (iv) engage in any activity that may dilute, or otherwise impair the distinctiveness of, the Marks or any other intellectual property or to prevent or cancel any registration of the Marks or any other intellectual property;
- (v) use any domain name that contains a designation identical to the Marks or any other intellectual property or address of such website or other online platform or otherwise offer any products or services that use the Licensed Marks, unless the Licensee obtains the prior written approval of the Licensor, which approval may be required for all such sales;
- (vi) use any domain name or the Marks in connection with the promotion, sale, or distribution of the Licensed Products or any other name, trademark, or service mark;
- (vii) produce, sell, or distribute any Licensed Product; nor shall the Licensee or its agents, in any oral or written communication, represent themselves as the Licensee's corporate or other agent to produce or sell, or as the agent of the Licensor in writing; or
- (viii) use the Marks or any other intellectual property in connection with the promotion, sale, or distribution of any Licensed Product or any other name, trademark, or service mark.

(ix) contest those of of this A

this Agreement are solely the provisions of s. 10(e)(ii) of this Agreement.

**3. QUALITY CONTROL AND IN**

**(a) QUALITY NOT INFER**

The Licensee acknowledges the integrity of the Licensor. The Licensee shall not make, offered, advertised, Licensed Marks shall be the Licensor.

ce to the Licensor that the deemed appropriate by the / of the Licensed Products the Licensee under the Products provided by the

**(b) QUALITY STANDARD**

The Licensee acknowledges protecting its goodwill as to the quality and otherwise distributed in addition to all other agrees to be bound by policies adopted by advertising, selling, make such standards writing, during the t

interest in maintaining and may impose requirements offered, advertised, sold, or s. Therefore, the Licensee, contained in this Agreement, standards, specifications and relation to making, offering, ducts as the Licensor may the Licensee, orally or in

**(c) ADVERTISING AND P**

Any packaging, advertisement, publication or distribution incorporating the standards, specifications relation to making, Products as the Licensor the Licensee, orally

page, newsletter, publicity, the Licensed Products shall comply with the table to the Licensor in distributing the Licensed ons and policies known to ent.

**(d) SUBMISSION OF ADV**

The Licensee shall use Licensed Marks unless and until shall submit to the the Licensee's proposed first use c days to either:

incorporate the Licensed the Licensor. The Licensee advertising Materials detailing business days prior to the shall then have 7 business

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(f) **INSPECTION**

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(g) **LICENSEE SHALL BE I**

The Licensee hereby  
the Licensed Produc  
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so as to satisfactorily

(h) **COMPLIANCE WITH A**

The Licensee shall  
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used by the Licensee;  
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ensed Products will be, in

all respects, safe, and sound products are intended

person or entity for whom the

**4. PROTECTION OF TRADEMARKS**

(a) **ACKNOWLEDGEMENT**

The Licensee acknowledges the ownership of the Licensed Marks, Licensed Materials and any other rights therein, except the rights set forth in this Agreement, and that nothing in this Agreement shall constitute or grant to the Licensee of any right, title or interest in the Licensed Marks and of the Licensors' ownership of the Licensed Marks and of the Licensors' ownership of or rights in or to the Licensed Marks or the Licensed Materials.

title or interest in or to the Licensed Marks, nor any part of the Licensed Marks, nor any part of this Agreement and that nothing in this Agreement shall constitute or grant to the Licensee of any right, title or interest in the Licensed Marks and of the Licensors' ownership of the Licensed Marks and of the Licensors' ownership of or rights in or to the Licensed Marks or the Licensed Materials.

(b) **NOTICES AND OWNERSHIP**

The Licensee shall maintain the Licensed Marks and Licensed Materials in accordance with applicable copyright, trademark and other laws from time to time.

Advertising Materials bearing the Licensed Marks and the Licensors' ownership of the Licensed Marks as stipulated by the Licensor.

(c) **IDENTIFICATION OF LICENSEE**

The Licensee shall identify itself as a "licensee" of the Licensor in all advertising, promotional, franchisee or employment materials.

and to the general public as a licensee, partner, joint venturer, agent, or employee of the Licensor.

(d) **USE OF OTHER MARKS**

The Licensee shall not use any other copy or derivative of the Licensed Marks without the written approval of the Licensor.

in any other language), graphics or other marks that suggest a direct or indirect association with the Licensed Marks, or any mark first obtained the prior to the date of this Agreement.

(e) **USE IN ACCORDANCE WITH TRADEMARK LAWS**

The Licensee further agrees to comply with the provisions of the applicable trademark laws and to protect and preserve all the Licensor's rights. The Licensee shall not adopt or use in connection with any mark which includes or is similar to the Licensed Marks or any part thereof.

shall be used solely in accordance with the provisions of the applicable trademark laws and to protect and preserve all the Licensor's rights. Hereafter, the Licensee shall not adopt or use in connection with any symbol, name, word or other mark which includes or is similar to the Licensed Marks or any part thereof.

(f) **GOODWILL**

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The Licensee shall ensure that the Licensed Product is of high quality and to preserve and enhance the reputation of the Licensor.

in the process of rendering the product and good taste so as to enhance the reputation of the Licensor.

(g) **USE OF MARKS**

The Licensee shall not use any of the Licensed Marks as a trade, business or service mark without the prior written permission of the Licensor. If the Licensee uses any of the Licensed Marks without the prior written permission of the Licensor, the Licensee agrees that in the event of expiration or termination of this Agreement, the Licensee may request the Licensor to delete the Licensed Marks from its records within seven (7) days of the termination of this Agreement.

the Licensee shall not use any part thereof, as part of its trade, business or service mark, without the prior written permission of the Licensor. If the Licensee uses any of the Licensed Marks without the prior written permission of the Licensor, the Licensee agrees that in the event of expiration or termination of this Agreement, the Licensee may request the Licensor to delete the Licensed Marks from its records within seven (7) days of the termination of this Agreement.

(h) **RECORDAL OF LICENSE**

At the request of the Licensor, the Licensee shall file an application to the relevant authorities for the registration of the Licensed Marks in the Territory as may be determined by the Licensor.

with the Licensor in making an application to the relevant authorities for the registration of the Licensed Marks in the Territory with the intent that the registration of any or all of the Licensed Marks in the Territory as may be determined by the Licensor.

(i) **CANCELLATION**

Upon the termination of this Agreement, the Licensee shall justify the registration of the Licensed Marks in the Territory and execute and deliver all such documents and applications as the Licensor may require from time to time in this regard.

At the request of the Licensor, the Licensee shall justify the registration of the Licensed Marks in the Territory and execute and deliver all such documents and applications as the Licensor may require from time to time in this regard.

(j) **POWER OF ATTORNEY**

The Licensee hereby appoints the President of the Licensor as its attorney-in-fact to execute and deliver all such documents of and in connection with the registration of the Licensed Marks in the Territory to achieve the purpose of this Agreement. The Licensee hereby grants full power, sole authority and full power to the President of the Licensor to execute and deliver all such documents and applications as the Licensor may require from time to time in this regard.

The Licensee hereby appoints the President of the Licensor as its attorney-in-fact to execute and deliver all such documents of and in connection with the registration of the Licensed Marks in the Territory to achieve the purpose of this Agreement. The Licensee hereby grants full power, sole authority and full power to the President of the Licensor to execute and deliver all such documents and applications as the Licensor may require from time to time in this regard.

(k) **LICENSEE COOPERATION**

The Licensee for the purpose of securing or any other in registration of a thereof, the Lic register such a appropriate gov and any and all and to any of t are reserved to of the Licensor. or grant to the industrial desig specific grants c

faith with the Licensor for the s in any of the Licensed Marks, t there has been no previous ual property rights, or any part only if the Licensor requests, gn or property right, in the sign at the Licensor's expense, strial designs or other rights in perty right or any part thereof e Licensee shall be in the name be construed as an assignment or to any copyright, trademark, any part thereof other than the

(l) **REASSIGNMENT**

The Licensee ac any part therec Licensor becom shall hold the forthwith uncor recompense. Sh part thereof in from time to tir rights in and to other change in exclusive propert such new versio Marks. The Lice translation, arra section.

: in or to the Licensed Marks or er intellectual property of the aw or otherwise), the Licensee at the request of the Licensor nterest to the Licensor without ny of the Licensed Marks or any Exhibit "A" hereto, as amended en the Licensee agrees that all ent of the Licensed Marks, or e, shall be and shall remain the this Agreement shall apply to s as they apply to the Licensed here has been any new version, ks within the meaning of this

**5. FINANCIAL TERMS**

(a) **CONSIDERATION**

As consideration the Licensor:

- (i) a o
- (ii) ong

ment, the Licensee shall pay to below.

(b) **SETUP FEES**

As a condition precedent to the License becoming Effective Date, the Licensee shall pay a non-refundable non-recoupable setup fee of \_\_\_\_\_, which shall be fully earned upon the Effective Date.

Licensee shall pay the License Fee to the Licensor, within \_\_\_\_ days of the Effective Date. The License Fee shall be a one-time non-refundable non-recoupable setup fee shall be deemed

(c) **MONTHLY ROYALTIES**

In consideration of the License, the Licensor \_\_\_\_\_, the Licensee shall pay to the Licensor \_\_\_\_\_ the sales or distribution revenue that was received by the Licensee during the previous calendar month.

the Licensee shall pay to the Licensor \_\_\_\_\_ the sales or distribution revenue that was received by the Licensee during the previous calendar month.

The monthly payment shall be made on the \_\_\_\_\_ day of each month for the Licensee during the previous calendar month.

\_\_\_\_\_ day of each month for the Licensee during the previous calendar month.

(d) **METHOD OF PAYMENT**

All payments to the Licensor shall be made by wire transfer, with all banking charges borne by the Licensee. The payments should be wired to the following bank account:

\_\_\_\_\_ with all banking charges borne by the Licensee; the payments should be wired to the following bank account:

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(e) **CURRENCY**

All references to currency in this Agreement or the Exhibit shall be in U.S. Dollars. The Licensee shall bear all exchange rates.

\_\_\_\_\_ otherwise provided for in this Agreement shall be in U.S. Dollars. The Licensee shall bear all exchange rates.

(f) **TAXES**

All amounts referred to in this Agreement shall be net of applicable taxes, and to the extent that applicable taxes are added to the amount payable by the Licensee, the amount of such taxes will be added to the amount payable by the Licensee.

\_\_\_\_\_ applicable taxes, and to the extent that applicable taxes are added to the amount payable by the Licensee, the amount of such taxes will be added to the amount payable by the Licensee.

(g) **INTEREST**

Without restricting any other remedies available to the Licensor, interest shall be charged at the rate of \_\_\_\_\_ per annum, calculated and payable monthly on the last day of each month on any amounts due to the Licensor.

\_\_\_\_\_ hereunder, interest shall be charged at the rate of \_\_\_\_\_ per annum, calculated and payable monthly on the last day of each month on any amounts due to the Licensor.

(h) **RECORDS AND VISITATION**

The Licensee agrees to provide the Licensor with access to all matters relating to the Agreement and the business of the Licensee.

\_\_\_\_\_ all matters relating to the Agreement and the business of the Licensee.

reasonable hours  
written notice, f  
and material in  
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therefrom. The  
for the Licensee

see forty-eight (48) hours prior  
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ts, and shall have free and full  
make extracts and take copies  
ne address indicated in s. 13(a)

## 6. INSURANCE

### (a) **THE POLICY**

The Licensee at  
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In the event that the insurance  
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Licensor.

### (b) **UNDERTAKING F**

Notwithstanding  
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fails to reimburse  
the Licensee of

section, the Licensee further  
insurers to the effect that the  
failure to pay premiums without  
30) days written notice of such  
n premiums in full and, in the  
ensee and interest shall accrue  
this Agreement if the Licensee  
ty-eight (48) hours of Notice to

## 7. INDEMNIFICATION

### (a) **THREAT OF LEG**

In the event of  
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ting to the use of the Licensed  
tify the Licensor of the threat  
respond to the threat of legal  
sted by the Licensor in writing.

The Licensor shall defend such third party threat, if appropriate. The Licensor shall defend such third party threat.

such threat. The Licensor may, in its sole discretion, settle or defend the

(b) **CUSTOMER COMPLAINTS**

The Licensee shall defend all claims and complaints arising from the distribution of the Licensed Products rendered by the Licensee or its agents, including complaints directed to the Licensee or its agents, and shall promptly respond to and handle the same.

and all claims and complaints arising from the distribution of the Licensed Products rendered by the Licensee or its agents, including complaints directed to the Licensee or its agents, and shall promptly respond to and handle the same.

(c) **INDEMNIFICATION**

The Licensee shall defend, indemnify and hold the Licensor harmless from and against all claims, damages, losses, costs, fees or attorney's fees, including reasonable attorneys' fees and costs of proceedings and a

or, indemnify and hold the Licensor harmless from and against all claims, damages, losses, costs, fees or attorney's fees, including reasonable attorneys' fees and costs of proceedings and a

(i) infringement of any trademark, trade name, patent or any other intellectual property right of any person

trade name, patent or any other intellectual property right of any person

(ii) libel;

(iii) invasion of privacy;

(iv) infringement of any copyright;

(v) defective or misleading information in the Licensed Products;

otherwise, in or relating to the Licensed Products;

(vi) infringement of any other intellectual property right of any person

intellectual property right of any person

by the Licensee, its agents, or its subcontractors, directly or indirectly acting by, through, or on behalf of the Licensee in connection with the distribution of the Licensed Products, in any way, in or relating to the Licensed Products.

directly or indirectly acting by, through, or on behalf of the Licensee in connection with the distribution of the Licensed Products, in any way, in or relating to the Licensed Products.

The aforesaid indemnification shall not apply to any claim, damage or expense which is reasonably contemplated by the Licensee at the time of the execution of this Agreement or remote.

loss, damage or expense is not reasonably contemplated by the Licensee at the time of the execution of this Agreement or remote.

This indemnity is not intended to limit the indemnity contained in this Agreement.

indemnity contained in this Agreement.

The Licensor shall defend, indemnify and hold the Licensee harmless from and against all claims, damages, losses, costs, fees or attorney's fees, including reasonable attorneys' fees and costs of proceedings and a

proceeding relating to the Licensed Products.



If the settlement Agreement and finalize the settlement Licensee.

above involves terminating this agreement, the Licensor shall not have been approved by the

(d) **PROCEEDS OF L**

The proceeds, other recovery,

the form of damages, profits or

(e) **LEGAL ACTION I**

Unless requested settle or dispose Licensed Marks

commence, prosecute, defend, any infringement of any of the property right of the Licensor.

**9. CONFIDENTIALITY AND**

(a) The Licensee Agreement, the development of Licensor or of maintain in con

and in connection with this agreement, or contribute to the confidential information of the Licensor has an obligation to

(b) This Confidential information, projects (which pricing strategy employees, methods, business source and objectives, policies, names, officers and employees the normal cou

), financial, sales and marketing research and development plans and financial statements, pricing, the skills and compensation of secrets, know-how, business memoranda, reports, records, information, notes, company potential customers, suppliers, not disclosed to the public in

(c) The Licensee a of the Licensor not to divulge c to use Confidential obligations and protect Confidential Confidential Inf

is a valuable and unique asset in strictest of confidence and in any form to any third party or in performing the Licensee's the Licensor. the Licensee shall use, espionage, loss or theft. the property of the Licensor.

(d) The Licensee a breach of the p that the Licensor disclosure.

ment of any breach or threatened should suffer irreparable harm and relief to halt or prevent such

(e) The Licensee agrees to return or received by the Licensee or its affiliates, including the Licensee's affiliates, under the Licensee's control, and that the Licensee will return same and any copies thereof upon termination of this Agreement or at any other time as may be required.

property or materials made available in the course of the affairs of the Licensor or its affiliates, and that the Licensee will return same and any copies thereof upon termination of this Agreement or at any other time as may be required.

(f) Notwithstanding to the expiration and completion of the term of this Agreement, the Licensee shall continue to hold the Confidential Information as confidential for a period of two (2) years following its termination or expiration of this Agreement.

for any reason whatsoever, the Licensor shall have the right to terminate or revoke such termination or expiration of this Agreement plus 2 (Two) years following its termination or expiration of this Agreement.

## 10. TERM, RENEWALS AND TERMINATION

### (a) EXPIRY

This Agreement, subject to the terms and conditions hereof, shall be in effect for the term of \_\_\_\_\_ (\_\_\_\_\_) months, commencing on the Effective Date and shall be in effect until the expiration of the term of \_\_\_\_\_ (\_\_\_\_\_) months.

subject to the terms and conditions hereof, shall be in effect for the term of \_\_\_\_\_ (\_\_\_\_\_) months, commencing on the Effective Date and shall be in effect until the expiration of the term of \_\_\_\_\_ (\_\_\_\_\_) months.

(i) renewed for a term of \_\_\_\_\_ (\_\_\_\_\_) months;

(ii) terminated.

it.

### (b) RENEWALS

The term of this Agreement shall be renewed for a new term of \_\_\_\_\_ (\_\_\_\_\_) months, provided that all of the conditions below are met:

for a new term of \_\_\_\_\_ (\_\_\_\_\_) months, provided that all of the conditions below are met:

(i) the Licensee provides written notice of its intention to renew prior to the expiration of the term of this Agreement;

\_\_\_\_\_ notice of its intention to renew prior to the expiration of the term of this Agreement;

(ii) the Licensee provides written notice of its intention to renew for an additional term of \_\_\_\_\_ (\_\_\_\_\_) months;

to renew this Agreement for an additional term of \_\_\_\_\_ (\_\_\_\_\_) months;

(iii) the Licensee provides written notice of its intention to renew for an additional term of \_\_\_\_\_ (\_\_\_\_\_) months;

(iv) the Licensee provides written notice of its intention to renew for an additional term of \_\_\_\_\_ (\_\_\_\_\_) months; and

the then current form of the Agreement may have more restrictive terms or have a higher rate of the Agreement.

If any of the conditions set forth in (b)(i)-(iv) are not fulfilled in a timely fashion, such that the Licensee fails to renew this Agreement.

(b)(iv) are not fulfilled in a timely fashion, such that the Licensee fails to renew this Agreement.

(c) **TERMINATION**

At the sole option of the Licensor, this License shall terminate:

- (i) on the date of the winding-up of the Licensee;
  - (A) the resignation of the Licensor and manager or any other person authorized by the Licensee or of its directors;
  - (B) the assignment or otherwise of the Licensee's business;
- (ii) upon the expiration of the term of the License;
- (iii) upon the assignment or otherwise of the Licensee's business, in whole, in part, or substantially in whole, to any person, whether or not the Licensee consents to such assignment or otherwise of the Licensee's business, as a result of which the Licensee ceases to do so, in whole, in part, or substantially in whole;
- (iv) upon the attachment of the property, assets or rights of the Licensee, or any action taken against it, which impairs the Licensee's ability to perform its obligations under this License;
- (v) upon the Licensee's breach of any condition, warranty, representation or other term of this License, or the Licensee's failure to timely pay any amount due to the Licensor under this License;
- (vi) upon failure of the Licensee to advertise, sell, or otherwise distribute the Licensed Products for any period after the expiration of the License, or any circumstances for the Licensor to conclude that the Licensee is unable to continue to make, offer, sell, or otherwise distribute the Licensed Products, unless such failure is due to causes beyond the Licensee's control and the Licensee diligently continues to attempt to make, offer, sell, or otherwise distribute the Licensed Products;
- (vii) upon failure of the Licensee to generate an aggregate sales of Licensed Products to generate an aggregate sales of Licensed Products under s. 5 of the License within five months;
- (viii) upon failure of the Licensee to pay to the Licensor any amount due to the Licensor within thirty (30) days under any judgment or order of a court of law for an amount of One Thousand Dollars (\$1,000) or more.
- (ix) upon failure of the Licensee to pay to the Licensor any amount due to the Licensor within thirty (30) days under any judgment or order of a court of law for an amount of One Thousand Dollars (\$1,000) or more.

- (x) upon failure to the Licensor or any third party, an amount in excess of One Thousand (1,000) days after repayment of such debt be
- (xi) upon failure of quality of Licensed Products pursuant to the of this Agreement;
- (xii) upon termination of this Agreement which results in breach of this Agreement.

Unless otherwise provided pursuant to the subparagraphs above will not release the Licensee from its obligations

(d) **IRREPARABLE HARM**

The Licensee acknowledges that any part thereof which causes irreparable damage to the Licensor. The Licensee acknowledges that in addition to any other remedies it may be entitled to relief in the way of temporary, interim, or permanent injunctions and such other further relief as any Court with jurisdiction may deem appropriate.

(e) **EFFECT OF TERMINATION**

Upon the termination of this Agreement:

- (i) the Licensee shall continue making the Licensed Products;
- (ii) the Licensee shall provide with a written account of all Licensed Marks, Trademarks, and Service Marks, and in possession or control of the Licensee at the time of termination. The Licensor or its agent shall have the right to conduct an inventory of such prior notice to the Licensee, and in order to verify such account and inventory, shall have access to all places under its control and in possession or control of the Licensee for 30 days to sell off the remaining inventory (subject to the payment of such other further relief as any Court with jurisdiction may deem appropriate) and the Licensee shall:

(i) destroy all Licensed Products and Advertising Materials and

(ii) destroy all Licensed Products and Advertising Materials in possession or control of the Licensee at the time of termination and the price to be agreed upon by the

understood that the Licensor is  
Licensed Products or the

(C)

remaining Licensed Products  
cession to the Licensor for  
nsation whatsoever to the

Having (C)  
writing (C)  
associate  
possessio

the Licensor shall certify in  
tising Materials bearing or  
part thereof remain in the

(iii) Subject to  
the Licensor  
Marks, that  
appear to  
Licensor

10(e)(ii) of this Agreement,  
continue any use of all Licensed  
material that would make it  
any way associated with the

(iv) the Licensor  
copies that  
the Licensor

return all documentation or  
ials of any kind, provided to  
greement;

(v) the Licensor  
accountant  
and to its  
Licensee

and its respective auditors,  
and books of the Licensee  
business carried on by the

(vi) all amounts  
entitled to  
due and p

to which the Licensor is  
it shall become immediately

(f) **TERMINATION WITH**

The expiration or termination of this Agreement shall not prejudice the rights of the Licensor against the Licensee of any other termination or termination of the expiration or termination of this Agreement, are also for the benefit of the Licensee, and any of them may, in their own right, or enforce their right to relief to enforce the

without prejudice to the rights of  
ination shall not relieve the  
at the time of expiration or  
which, by their nature, survive  
ssly understood and agreed  
in this Agreement, are also  
designees, and any of them  
ssary or desirable to protect  
tation, obtaining injunctive  
reement.

(g) **SALES BY RECEIPT**

In the event that t  
in ss. 10(c)(i), 10(  
receivers, represe  
have no right to  
identical or simil  
association with t  
times subject to s

to circumstances as set forth  
Agreement, the Licensee, its  
successors, and assigns shall  
of the products or services  
tising Materials under or in  
hereof, except with and at all  
ons of the Licensor.

(h) **RIGHT TO ADVISE**

The Licensee furt  
necessary or appro

to notify any persons it deems  
rights granted hereunder.

**11. REMEDIES OF LICENSOR**

(a) Without restrictin  
termination or ex  
rights whatsoever  
automatically reve

the Licensor hereunder, upon  
regardless of the reason, all  
want to this Agreement shall

(b) In the event the  
Licensee to resor  
Agreement, then  
attorney fees, inc  
action.

ny default hereunder by the  
any of its rights under this  
enses, including legal and  
with such litigation, or other

(c) Any remedies of t  
not exclusive of a  
law.

t shall be cumulative to and  
under this Agreement or by

**12. NO JOINT VENTURE, PARTNERSHIP**

(a) **LICENSEE NOT AGENT**

This Agreement sl  
or an associate of  
property of the Li  
representative of t

ensee as the Licensor's agent  
an interest in the business or  
ensee the right to act as the

(b) **LICENSEE NOT FRANCHISEE**

This Agreement s  
franchisee. The Li  
Licensed Marks, a

Licensee as the Licensor's  
n perceived strengths of the  
nsor or its other licensees.

(c) **NO PARTNERSHIP**

Nothing contained in this Agreement shall obligate or bind the Licensee in writing to be bound to place the parties in a licensee shall have no power to unless the Licensor agrees in

ed to place the parties in a licensee shall have no power to unless the Licensor agrees in

**13. NOTICES**

(a) Any notice, communication or mailed by registered

ed to be given pursuant to this Agreement or made if served personally

TO LICENSOR  
Authorized Representative  
\_\_\_\_\_  
TO LICENSOR  
Authorized Representative  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) In case of personal delivery to be the designated representative

notice or demand shall be deemed effective if delivered to the Licensor's authorized representative named above.

(c) In case of service by mail, such notice or demand shall be deemed to be served by mailing.

such notice or demand shall be deemed to be served by mailing.

(d) For convenience, notices may be sent by fax or email. However, notices shall not be deemed recognized as served until received by the other Party.

and a copy of each notice by fax or email shall be deemed sufficient unless specifically provided otherwise in writing by the other Party.

(e) Both Parties may designate an alternate representative for notices to be sent to this section.

notification address or the authorized representative designated in this section.

**14. WAIVER**

(a) Any waiver of a breach of this Agreement in writing signed by the Licensee shall only be effective if in writing signed by the Licensor.

ment shall only be effective if in writing signed by the Licensor sought to be enforced, and no

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**16. SEVERABILITY**

If any term, clause or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such unenforceability shall not affect the enforceability of any other term, clause or provision and such term, clause or provision shall be deemed to be severed from the Agreement.

unenforceable by a court of competent jurisdiction, such unenforceability shall not affect the enforceability of any other term, clause or provision and such term, clause or provision shall be deemed to be severed from the Agreement.

**17. COMPLETE AGREEMENT**

(a) This Agreement constitutes the entire agreement between the Parties, and revokes all previous agreements, warranties, representations and covenants with respect to the subject matter of this Agreement.

This Agreement constitutes the entire agreement between the Parties, and revokes all previous agreements, warranties, representations and covenants with respect to the subject matter of this Agreement.

(b) It shall not be modified, amended or supplemented by any oral or written agreement, and specifically no oral agreement, and specifically no oral agreement, and specifically no oral agreement.

It shall not be modified, amended or supplemented by any oral or written agreement, and specifically no oral agreement, and specifically no oral agreement.

(c) This Agreement shall prevail over any other documents which may conflict with the terms of this Agreement, unless otherwise provided.

This Agreement shall prevail over any other documents which may conflict with the terms of this Agreement, unless otherwise provided.

**18. COUNTERPARTS**

(a) This Agreement shall be deemed to have been made by the counterparts which, together, shall constitute one and the same agreement.

This Agreement shall be deemed to have been made by the counterparts which, together, shall constitute one and the same agreement.

(b) This Agreement shall be deemed to have been made by the counterparts which, together, shall constitute one and the same agreement, and it has been executed by and for the Parties.

This Agreement shall be deemed to have been made by the counterparts which, together, shall constitute one and the same agreement, and it has been executed by and for the Parties.

**19. TIME OF ESSENCE**

Time shall be of the essence of this Agreement.

**20. ENFORCEMENT AND ASSIGNMENT**

**(a) ENFORCEMENT**

This Agreement shall be binding upon and enforceable against the Parties and their permitted successors and assigns.

This Agreement shall be binding upon and enforceable against the Parties and their permitted successors and assigns.

**(b) ASSIGNMENT BY LICENSEE**

The Licensee may assign this Agreement to a third party without the consent of the Licensor. Without limitation, hereunder, the Licensee shall have the right to assign and to this Agreement.

The Licensee may assign this Agreement to a third party without the consent of the Licensor. Without limitation, hereunder, the Licensee shall have the right to assign and to this Agreement.

rights accruing to the Licensor or which might hereafter accrue to the Licensor under this Agreement.

(c) **ASSIGNMENT BY LICENSEE**

Licensee may not assign, pledge, encumber, hypothecate or otherwise give a security interest in this Agreement to any other person or party without an express prior written consent of Licensor, which consent may be withheld for any or no reason whatsoever.

**21. FURTHER ASSURANCES**

The parties hereto shall from time to time execute and deliver all such other and further deeds, documents, instruments and assurances as may be necessary or required to carry into force and effect the purpose and intent of this Agreement.

AS EVIDENCE OF THEIR AGREEMENT, the Parties have executed this Agreement below:

<b>For Licensor:</b>	_____	<b>Licensee:</b>	_____
	(full name and position of the signing individual)		(full name)
_____	_____	_____	_____
(date)	(signature)	(date)	(signature)



## OTHER MARKS

2. In addition to the Licensed Marks listed in s. 1 above, the Licensor owns, among others, the following Marks, which are not licensed to the Licensee under the Agreement:

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**For Licensor:**

\_\_\_\_\_ (full name and position of the signing individual)

\_\_\_\_\_ (date)

\_\_\_\_\_ (signature)

**Licensee:**

\_\_\_\_\_ (full name)

\_\_\_\_\_ (date)

\_\_\_\_\_ (signature)

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**EXHIBIT B  
TO TRADEMARK LICENSE AGREEMENT**

BETWEEN

\_\_\_\_\_

and

\_\_\_\_\_

dated \_\_\_\_\_ ("Agreement")

**LICENSED PRODUCTS**

1. The Licensee is granted a license, subject to the terms and conditions of the Agreement, to reflect the Licensed Marks in and on the following products:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Licensor:** \_\_\_\_\_

(full name and position of the signing individual)

**Licensee:** \_\_\_\_\_

(full name)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

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