

## 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.



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

the Licensor grants to the  
make, offer, advertise, sell,  
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(b) **LICENSE LIMITED TO**

The Licensee is here  
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or written approval of the

(c) **LICENSE LIMITED TO**

The Licensee is her  
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Licensed Marks for a  
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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  
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(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  
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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 a license or to the Marks or other rights than the grant of rights under this Agreement. Rights in the Licensed Marks remain with the Licensor and may be exercised by the Licensor expressly does not include the Licensed Marks that now exist or may exist in the future of any other person.

any right, title, or interest in the Licensed Marks or the Licensor's other trademarks, other than the terms and conditions of this Agreement. All rights not expressly reserved are reserved by the Licensor without limitation. The Licensor and the Licensee agree that no variation of the Licensed Marks shall be made by the Licensor, the Licensee, or any other person.

(h) **PROHIBITED ACTS**

The Licensee shall not:

- (i) claim ownership of the Licensed Marks or any other intellectual property;
- (ii) permit any third party to use the Licensed Marks in such a way as to give the impression of endorsement by the Licensee;
- (iii) use or display the Licensed Marks or any other intellectual property in a confusingly similar intellectual property to those authorized by the Licensor;
- (iv) engage in any activity that may dilute, or otherwise impair the distinctiveness of the Licensed Marks or the Licensor's other trademarks or to prevent or cancel any registration of the Licensed Marks;
- (v) use any domain name or similar online address or otherwise offer any products or services using the Licensed Marks, unless the Licensee obtains the prior written approval of the Licensor, which approval may be required for all sales;
- (vi) use any domain name or similar online address or otherwise offer any products or services using the Licensed Marks in connection with the Licensed Products or any other name, trademark, or service mark;
- (vii) produce or sell, or act as a producer or agent to produce or sell, any Licensed Product; nor make any oral or written statements, in any oral or written form, that may be used in connection with the Licensed Products;
- (viii) use the Licensed Marks in any of the Licensee's corporate or other communications without the prior written approval of the Licensor in writing; or

any other intellectual property; or any other intellectual property;

in such a way as to give the impression of endorsement by the Licensee;

the Licensed Marks or the Licensor's other trademarks or any other intellectual property in a confusingly similar intellectual property to those authorized by the Licensor;

dilute, or otherwise impair the distinctiveness of the Licensed Marks or the Licensor's other trademarks or to prevent or cancel any registration of the Licensed Marks;

owns a designation identical to the Licensed Marks or the address of such website or otherwise offer any products or services using the Licensed Marks, unless the Licensee obtains the prior written approval of the Licensor, which approval may be required for all sales;

the Licensed Marks in connection with the Licensed Products or any other name, trademark, or service mark;

or agent to produce or sell, any Licensed Product; nor make any oral or written statements, in any oral or written form, that may be used in connection with the Licensed Products;

the Licensee's corporate or other communications without the prior written approval of the Licensor in writing; or

(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 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 distribute 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 obtainable 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 Licensor the Licensee's proposed first use of days to either:

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

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(e) **DOMAIN NAMES AND**

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Licensor.

(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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(d)(iii) above, the Licensee  
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Licensee agrees that the  
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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 intellectual property rights therein, except the rights set forth in this Agreement, and that nothing in this Agreement shall constitute or be construed as a grant to the Licensee of any right, title or interest in or to the Licensed Marks or any right, title or interest therein. The Licensee shall not assert the invalidity of the Licensed Marks or the right of the Licensor to the Marks or the

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 or to the Licensed Marks and of the Licensor's intellectual property rights during the currency of this Agreement, directly or indirectly, at any time or in any other intellectual property ownership of or rights in or

**(b) NOTICES AND OWNERSHIP**

The Licensee shall maintain the Licensed Marks and any other intellectual property rights therein from time to time.

Advertising Materials bearing the Licensor's 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 materials, franchisee or employee

and to the general public as a licensee, partner, joint venturer, agent,

**(d) USE OF OTHER MARKS**

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

in any other language), graphics or text that suggest a direct or indirect association with the Licensor or any other party having first obtained the prior

**(e) USE IN ACCORDANCE**

The Licensee further agrees to comply with the provisions of the Licensor's rights. The Licensee shall not adopt or use in any advertising material or mark which includes or is similar to any part thereof.

shall be used solely in accordance with the provisions of the Licensor's rights. Hereafter, the Licensee shall not use any symbol, name, word or other mark which is similar to the Licensed Marks or

**(f) GOODWILL**

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*Trademark Factory International Inc. (<https://TrademarkFactory.com>) is the only firm in the world offering trademarking services with a predictable result for a predictable budget. We can't wait to help you trademark your brands for a single all-inclusive flat fee, with a 100% money-back guarantee. Order your free comprehensive trademark search with registrability opinion by filling out the form at <http://FreeTMsearch.com>.*

The Licensee shall ensure that the Licensed Product and good taste so as to preserve and enhance the reputation of the Licensor.

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

(g) **USE OF MARKS**

The Licensee shall not use any trade, business or service mark of the Licensor. If the Licensee uses any of the Licensed Marks, the Licensee shall, in the event of expiration or termination of this Agreement, amend its name to delete the Licensed Marks within seven (7) days of the expiration or termination of this Agreement.

or any part thereof, as part of the Licensed Product, without the prior written permission of the Licensor. If the Licensee uses any of the Licensed Marks, the Licensee agrees that in the event of expiration or termination of this Agreement, the Licensee shall, for any reason whatsoever the Licensee may determine, amend its name to delete the Licensed Marks within seven (7) days of the expiration or termination of this Agreement.

(h) **RECORDAL OF LICENSE**

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

with the Licensor in making an application to register 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 to time in this regard.

At the request of the Licensor, the Licensee shall justify the registration of the Licensed Marks in the Territory which may be necessary to cancel the registration of the Licensed Marks in the Territory and execute and deliver all such documents and applications 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 Licensed Marks to achieve the purpose of this Agreement. The Licensee grants full power of attorney to the President of the Licensor hereby. The Licensee shall indemnify and hold the Licensor harmless from and against all charges, damages and liabilities of the Licensor arising from the exercise of the powers granted under this Agreement and shall not affect any other provisions of this Agreement.

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 Licensed Marks to achieve the purpose of this Agreement. The Licensee grants full power of attorney to the President of the Licensor hereby. The Licensee shall indemnify and hold the Licensor harmless from and against all charges, damages and liabilities of the Licensor arising from the exercise of the powers granted under this Agreement and shall not affect any other provisions of this Agreement.

(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) onc

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 \$\_\_\_\_\_. The fee shall be fully earned upon the

License Agreement, within \_\_\_\_ days of the Effective Date. The setup fee shall be deemed

(c) **MONTHLY ROYALTIES**

In consideration of the License, the Licensor \_\_\_\_\_ the sales or distribution of the Licensed Goods.

the Licensee shall pay to the Licensee from

The monthly payment shall be the percentage of the net revenue that was received by the Licensee during the previous calendar month.

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

(d) **METHOD OF PAYMENT**

All payments to the Licensor shall be made in U.S. Dollars and borne by the Licensee. Payments shall be wired to the following

with all banking charges. If the payments should be

\_\_\_\_\_  
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(e) **CURRENCY**

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

costs otherwise provided for in this License Agreement. All payments shall be made in U.S. Dollars. The Licensee shall bear all

(f) **TAXES**

All amounts referred to in this License Agreement to the extent that applicable law requires shall be added to the amount

of such taxes, and to the extent that applicable law requires, the amount of such taxes will

(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

hereunder, interest shall be calculated and payable monthly on the last day of each month on any amounts due

(h) **RECORDS AND VISITATION**

The Licensee agrees to provide the Licensor with access to all records and documents relating to the Agreement and

to have the right, at all

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

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

## 6. INSURANCE

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

The Licensee at  
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agrees in writing to a lesser  
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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  
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section, the Licensee further  
insurers to the effect that the  
failure to pay premiums without  
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n premiums in full and, in the  
ensee and interest shall accrue  
his 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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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, in its sole discretion, settlement or defence of the

ch threat. The Licensor may seems, in is sole discretion, settlement or defence of the

(b) **CUSTOMER COMPLAINTS**

The Licensee shall defend all claims and complaints arising from the distribution of the Licensed Products rendered by the Licensee to address such claims and complaints direct or indirect to the Licensee for and shall promptly respond to and handle the same.

d all claims and complaints arising from the distribution of the Licensed Products to address such claims and complaints direct or indirect to the Licensee for and shall promptly respond to and handle the same.

(c) **INDEMNIFICATION**

The Licensee shall indemnify and hold the Licensor harmless from and against all consequential damages, legal costs, including reasonable attorney's fees or attorney's costs, and all proceedings and actions

or, indemnify and hold the Licensor harmless from and against all consequential damages, legal costs, including reasonable attorney's fees or attorney's costs, and all proceedings and actions

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

-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;

wise, in or relating to the Licensed Products;

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

roperty right of any person

by the Licensee, in whole or in part, directly or indirectly acting by, through, on behalf of, or in connection with, the Licensee in connection with the Licensed Products, in whole or in part.

irectly or indirectly acting by, through, on behalf of, or in connection with the Licensee in connection with the Licensed Products, in whole or in part.

The aforesaid indemnification shall not apply if the loss, damage or expense is reasonably contemplated by the parties at the time of the execution of this Agreement or remote.

loss, damage or expense is reasonably contemplated by the parties at the time of the execution of this Agreement or remote.

This indemnity is intended to be in addition to any other indemnity contained in this Agreement.

r indemnity contained in this Agreement.

The Licensor shall defend, settle or otherwise resolve any proceeding relating to the aforesaid with attorney's fees and costs.

proceeding relating to the aforesaid with attorney's fees and costs.

The Licensee shall not be liable for any legal action or proceeding involving the actual property right of the Licensor without the prior written consent of the Licensor.

to settle any legal action or proceeding involving the actual property right of the Licensor without the prior written consent of the Licensor.

(d) **INDEMNIFICATION**

The Licensee shall indemnify and hold the Licensor harmless from and against any loss, damage or expense whatsoever, including reasonable attorney's fees, incidental or consequential damages, and expenses of investigation (including reasonable attorney's fees) arising from or in connection with the discharge of its obligations under this Agreement, whether caused in whole or in part by the parties, or not, whether or not such loss, damage or expense is reasonably contemplated by the parties at the time of the act or omission giving rise to such loss, damage or expense, including any other indemnity contained in this Agreement.

The Licensee shall indemnify and hold the Licensor harmless from and against any loss, damage or expense whatsoever, including reasonable attorney's fees, incidental or consequential damages, and expenses of investigation (including reasonable attorney's fees) arising from or in connection with the discharge of its obligations under this Agreement, whether caused in whole or in part by the parties, or not, whether or not such loss, damage or expense is reasonably contemplated by the parties at the time of the act or omission giving rise to such loss, damage or expense, including any other indemnity contained in this Agreement.

**8. THIRD-PARTY INFRINGEMENT**

(a) **ADVISE LICENSOR**

The Licensee shall advise the Licensor in writing of any person, firm or corporation, other than the Licensee, who is advertising, selling or offering for sale, or intending to advertise, sell or offer for sale, in the minds of the relevant public, goods or services which would be likely to cause confusion with the Licensed Marks or which would be likely to dilute the distinctive character of the Licensed Marks or otherwise injure the Licensor's interests in the Licensed Marks if the Licensor is not aware of such person, firm or corporation and the right of the Licensor.

The Licensee shall advise the Licensor in writing of any person, firm or corporation, other than the Licensee, who is advertising, selling or offering for sale, or intending to advertise, sell or offer for sale, in the minds of the relevant public, goods or services which would be likely to cause confusion with the Licensed Marks or which would be likely to dilute the distinctive character of the Licensed Marks or otherwise injure the Licensor's interests in the Licensed Marks if the Licensor is not aware of such person, firm or corporation and the right of the Licensor.

(b) **LEGAL ACTION FOR INFRINGEMENT**

Should a third party bring a legal action for infringement of the Licensed Marks, or any part thereof, the Licensee shall defend, prosecute, settle or otherwise dispose of such action. The Licensee shall cooperate with the Licensor in the defense, prosecution, settlement or other disposition of such action. The Licensee shall join in or defend such action, from its commencement, and shall bear the cost of such action by the Licensor's expense.

Should a third party bring a legal action for infringement of the Licensed Marks, or any part thereof, the Licensee shall defend, prosecute, settle or otherwise dispose of such action. The Licensee shall cooperate with the Licensor in the defense, prosecution, settlement or other disposition of such action. The Licensee shall join in or defend such action, from its commencement, and shall bear the cost of such action by the Licensor's expense.

(c) **SETTLEMENT THROUGHOUT THE TERM OF THIS AGREEMENT**

**UNDER THIS AGREEMENT**

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 plans, memoranda, reports, records, confidential information, notes, company potential customers, suppliers, which not disclosed to the public in

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

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

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 term of \_\_\_\_\_ (\_\_\_\_\_) months, provided that all of the conditions below are satisfied:

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

- (i) the Licensee has provided \_\_\_\_\_ (\_\_\_\_\_) days prior written notice of its intention to renew prior to the expiration of the term of this Agreement;
- (ii) the Licensee has provided \_\_\_\_\_ (\_\_\_\_\_) days prior written notice of its intention to renew this Agreement;
- (iii) the Licensee has provided \_\_\_\_\_ (\_\_\_\_\_) days prior written notice of its intention to renew this Agreement;
- (iv) the Licensee has provided \_\_\_\_\_ (\_\_\_\_\_) days prior written notice of its intention to renew this Agreement.

\_\_\_\_\_ notice of its intention to renew this Agreement;

to renew this Agreement

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 is not to renew this Agreement.

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

(c) **TERMINATION**

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

- (i) on the date of the Licensee's insolvency, including the filing of a petition for winding-up of the Licensee or the appointment of a receiver or liquidator for the Licensee or of its assets, or the commencement of a reorganization or arrangement for the Licensee in connection with its insolvency;
- (ii) upon the expiration of the term of this License;
- (iii) upon the termination, assignment or otherwise of the Licensee's right to use the Licensed Products, in whole or in part;
- (iv) upon a change of control of the Licensee, as a result of which the Licensee ceases to do so, in whole or in part, unless the Licensee notifies the Licensor in writing of its intention to do so, in whole or in part, within 30 days of the date of such change of control;
- (v) on the date of the Licensee's liquidation, assignment for the benefit of creditors, attachment of the property, or any action taken against it in connection with any of the foregoing;
- (vi) upon the Licensee's breach of any material term, condition, covenant, or other term of this License, or the Licensee's failure to timely pay to the Licensor any amount due to the Licensor under this License;
- (vii) upon failure of the Licensee to advertise, sell, or otherwise distribute the Licensed Products for any period after the Licensee's failure to do so, in whole or in part, which it is unable to conclude to the satisfaction of the Licensor, to continue to make, offer, sell, or otherwise distribute the Licensed Products, unless such failure is due to circumstances beyond the Licensee's control and the Licensee promptly notifies the Licensor and diligently continues to advertise, sell, or otherwise distribute the Licensed Products;
- (viii) upon failure of the Licensee to use the Licensed Products to generate an aggregate net sales of at least the amount of royalties paid to the Licensor under this License within the first five months of the term of this License;
- (ix) upon failure of the Licensee to pay to the Licensor the amount of any judgment or award of damages within thirty (30) days under any circumstances, in an amount not to exceed One Thousand Dollars (\$1,000).



- (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 audit prior notice to the Licensee, to confirm the accuracy of such account and in order to verify such account and inventory of the Licensee 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 remove all references to the Licensee's name or association with the Licensee;

(ii) destroy all Licensed Products and Advertising Materials in possession or control of the Licensee and remove all references to be agreed upon by the Licensee.

understood that the Licensor is  
Licensed Products or the

(C)

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

Having (C)  
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associate  
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the Licensor shall certify in  
tising Materials bearing or  
part thereof remain in the

(iii) Subject t  
the Licen  
Marks, th  
appear to  
Licensor

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

(iv) the Licen  
copies th  
the Licen

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

(v) the Lice  
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Licensee

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

(vi) all amou  
entitled p  
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(f) **TERMINATION WITH**

The expiration or t  
the Licensor again  
Licensee of any o  
termination or terr  
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that the promises  
for the benefit of  
may, in their own r  
or enforce their r  
relief to enforce th

out prejudice to the rights of  
ination shall not relieve the  
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hich, 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 RECEIVO**

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 be construed to create a relationship of agency, partnership, joint venture, or other relationship that obligate or bind the Licensee or create any liability in writing to be bound by the Licensee.

Nothing contained in this Agreement shall be construed to place the parties in a relationship of agency, partnership, joint venture, or other relationship that the Licensee shall have no power to bind the Licensor or create any liability in writing to be bound by the Licensee unless the Licensor agrees in writing to be bound by the Licensee.

**13. NOTICES**

(a) Any notice, communication, or demand pursuant to this Agreement shall be given to the Licensee or mailed by registered mail to the following address:

Any notice, communication, or demand to be given pursuant to this Agreement shall be given to the Licensee or mailed by registered mail to the following address:

|                           |
|---------------------------|
| TO LICENSOR               |
| Authorized Representative |
| _____                     |
| _____                     |
| _____                     |
| _____                     |
| _____                     |
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(b) In case of personal delivery, the Licensee shall be deemed to be the duly authorized representative of the Licensee.

Any notice or demand shall be deemed to be given to the Licensee effectively if delivered to the Licensee's authorized representative named above.

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

Any such notice or demand shall be deemed to be given to the Licensee by mailing.

(d) For convenience, the Licensee may deliver a copy of each notice by fax or email. However, such delivery shall not be deemed sufficient unless specifically recognized as such by the other Party.

Any such notice or demand shall be deemed to be given to the Licensee by mailing and a copy of each notice by fax or email. However, such delivery shall not be deemed sufficient unless specifically recognized as such by the other Party.

(e) Both Parties may deliver a copy of each notice by fax or email. However, such delivery shall not be deemed sufficient unless specifically recognized as such by the other Party.

Any such notice or demand shall be deemed to be given to the Licensee by mailing to the attention address or the authorized representative named in this section.

**14. WAIVER**

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

Any waiver of any provision of this Agreement shall only be effective if in writing signed by the Licensee and sought to be enforced, and no

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waiver shall be implied by any indulgence, delay or omission.

- (b) Any waiver shall only apply in the specific instance in which it is waived

**15. ATTORNNMENT**

(a) **GOVERNING LAW**

This Agreement, and all instruments delivered hereunder, shall be governed by the laws of \_\_\_\_\_, excluding their respective laws.

any other documents and shall be construed in accordance with the laws of \_\_\_\_\_,

(b) **JURISDICTION**

The Parties agree that the courts of \_\_\_\_\_ have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, or the performance or non-performance hereof, or any such court in any proceeding to the extent that the proceeding is brought in or through that court. The Parties hereby agree not to assert, by way of objection or motion, that the proceeding is improper or that the court lacks jurisdiction, and hereby may not be estopped from doing so.

jurisdiction, the courts of \_\_\_\_\_ (15(c) and 15(d) of this Agreement) shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement, or the performance or non-performance hereof, or any such court in any proceeding to the extent that the proceeding is brought in or through that court. The Parties hereby waive, and agree not to assert, by way of objection or motion, that the suit, action or proceeding is improper or that the court lacks jurisdiction over the transactions contemplated by this Agreement.

(c) **JURISDICTION - INTERNATIONAL**

Notwithstanding the foregoing, the Parties agree that the courts of \_\_\_\_\_ may, but is not required to, hear any dispute arising out of or in connection with this Agreement, or the performance or non-performance hereof, or any such court in any proceeding to the extent that the proceeding is brought in or through that court.

may, but is not required to, hear any dispute arising out of or in connection with this Agreement, or the performance or non-performance hereof, or any such court in any proceeding to the extent that the proceeding is brought in or through that court.

(d) **INJUNCTIONS**

Notwithstanding the foregoing, the courts of the Territory shall have jurisdiction to grant an injunction in respect of any breach of any of the provisions of this Agreement or to prevent or restrain any party from doing or any other intellectual property right, and attorns to the jurisdiction of the courts of the Territory.

may at all times apply to the courts of the Territory for breach or threatened breach of any of the provisions or guarantees under this Agreement, including Registered Marks, trade secrets and confidential information. The Party hereby consents, submits and attorns to the jurisdiction of the courts of the Territory.

**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.

**17. COMPLETE AGREEMENT**

(a) This Agreement and all other communications, written or oral, made by the Parties in connection with the subject matter of this Agreement are hereby acknowledged to be the entire agreement between the Parties, and revokes all other agreements, warranties, representations and covenants with respect to the subject matter of this Agreement.

(b) It shall not be modified, amended or supplemented in any way, in writing or otherwise, unless the modification, amendment or supplement is in writing signed by the Parties.

(c) 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 and all other documents which, together, shall constitute one and the same agreement.

(b) This Agreement shall be deemed to have been executed by and delivered to both Parties on the date hereof.

**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 assigns.

given pursuant hereto shall be enforceable against their permitted successors and assigns.

**(b) ASSIGNMENT BY LICENSEE**

Licensee may assign this Agreement to a third party without the consent of Licensor. Without limitation, hereunder, the Licensor shall retain all rights of action or other remedies available to it and to this Agreement.

Licensee shall not be permitted to assign or otherwise assign any of its interest in this Agreement or its right, title and interest in the subject matter of all rights of action or other remedies available to it 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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