

TRADEMARK LICENSE AGREEMENT

Date (the “Effective Date”):

State: _____

County: _____

This Trademark License Agreement (the “**Agreement**”) is made and entered into as of the Effective Date by and between the following parties, hereinafter collectively referred to as the “**Parties**” and each individually as the “**Party**”:

LICENSOR:

(the “**Licensor**”),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

LICENSEE:

(the “**Licensee**”),

Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

WHEREAS the Licensor owns or has rights in the trademark, the license to which is granted hereto (the “**Trademark**”) and is willing to permit the Licensee to use the Trademark and the Licensee desires to use the Trademark under the terms set forth in this Agreement, the Parties hereby agree as follows:

SUBJECT OF THE AGREEMENT:

According to the terms of this Agreement the Licensor grants the Licensee the license to use the trademark _____, (the “**License**”) under the trademark Certificate/ International Registration No _____, registered on _____, for the following goods and/or services of International Classification of Goods and Services (“**ICGS**”):

in connection with: _____
[specify purpose of License use]

TYPE OF LICENSE:

The License granted under this Agreement is: [choose as appropriate]

- Exclusive
- Non-exclusive
- Transferrable
- Non-transferrable
- With a right to sublicense the rights granted herein
- Without a right to sublicense the rights granted herein
- Other _____

The License is granted for:

- All goods and/or Services, for which the Trademark is registered
- For the following goods and/or Services of ICGS, for which the Trademark is registered:

TERRITORY:

The Trademark shall be used throughout the following territory:

QUALITY CONTROL:

To protect the Licensor's good standing, the Licensee agrees to maintain the quality standards in all Goods/Services established by the Licensor.

The Licensor reserves the right to inspect and audit the Licensee's use of the Trademark, including the quality of used Goods/Services.

ASSIGNMENT:

The License granted herein:[*choose as appropriate*]

- Can be assigned by the Licensee to any third person without prior written consent of the Licensor.
- Cannot be assigned by the Licensee to any third person without prior written consent of the Licensor.

TERM OF LICENSE:

The License granted herein is valid:[*choose as appropriate*]

- Until _____ [*specify the date*]
- For all validity term of the Trademark, namely until _____

The Licensor shall maintain the validity and enforceability of the Trademark, including the timely filing of any necessary Trademark renewals. The Licensee may only use the Trademark during the term of this License while it remains valid and in force.

PAYMENT TERMS:

For the rights granted herein the Licensee shall pay the Licensor:[choose as appropriate]

- a one-time licensing fee of _____ (the "**Payment**"), which shall be made on or before _____.[specify date]
- a regular licensing fee of _____ (the "**Payment**"), which shall be made each _____. [specify period]
- Other _____

The payment method shall be as follows: _____

TERMINATION OF THE AGREEMENT:

This Agreement shall commence on the Effective Date and shall be valid for:
[choose as appropriate]

- _____[specify the date]
- For all validity term of the Trademark, namely until _____ [specify the date]
- Other _____

If the Trademark is not valid for any reason, the Agreement shall terminate automatically.

Either Party may terminate this Agreement for any reason upon ____day written notice to the other Party. Before termination of this Agreement, the Licensee shall pay the Licensor all fees that have become due through the date of termination.

OTHER TERMS:

NOTICE:

Any notice under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth herein or to such other address as one party may have furnished to the other in writing or or to emails set forth herein.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and interpreted in accordance with the laws of _____ State, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____ State.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Licensor's Name and Signature: _____

Licensee's Name and Signature: _____