Trademark License Agreement

This **Trademark License Agreement** (the "***Agreement***") is entered into as of _____ ("***Effective Date***"), by and between the following parties:

Licensor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Licensee

_____

_____ _____

_____ _____ _____ _____

_____ _____

Licensor and Licensee may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

1. Purpose

The purpose of this Agreement is to grant Licensee a limited right to use certain trademarks owned or controlled by Licensor in connection with Licensee's business activities, subject to the terms and conditions set forth in this Agreement.

2. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the trademarks identified below (the "***Marks***"):

Trademark	Registration Number	Jurisdiction	Description

The license granted under this clause is limited to use in connection with the following goods and/or services:

_____

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3. Scope and Restrictions

Licensee shall use the Marks strictly in accordance with the following conditions:

- The Marks shall be used only in the form and manner approved by Licensor.
- Licensee shall not modify, alter, or combine the Marks with other marks without prior written consent from Licensor.
- Licensee shall not use the Marks in any way that is misleading, deceptive, or harmful to the reputation or goodwill of Licensor.
- Licensee shall not register or attempt to register any trademark that is identical or confusingly similar to the Marks.

4. Ownership and Goodwill

Licensee acknowledges that Licensor retains all right, title, and interest in and to the Marks, including any associated goodwill. All use of the Marks by Licensee shall inure solely to the benefit of Licensor.

5. Quality Control

Licensee shall ensure that all goods and services associated with the Marks meet the quality standards specified by Licensor. Licensor shall have the right to:

- Review and approve samples of materials bearing the Marks prior to use;
- Conduct periodic inspections of Licensee's use of the Marks;
- Require corrective action if quality standards are not met.

Failure to comply with this clause constitutes a material breach of this Agreement.

6. Term

This Agreement shall commence on the Effective Date and continue for a period of _____, unless terminated earlier in accordance with the Termination clause.

7. Fees and Payment

In consideration of the rights granted under this Agreement, Licensee shall pay Licensor the following:

Fee Type	Amount	Payment Schedule
License Fee		
Royalty (if applicable)		

All payments shall be made in _____ within _____ days of the applicable due date.

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8. Reporting and Records

Licensee shall maintain accurate records of its use of the Marks and any sales related to such use. Upon reasonable notice, Licensor may review these records to verify compliance with this Agreement.

9. Confidentiality

Each Party agrees to keep confidential any non-public information received from the other Party in connection with this Agreement and to use such information solely for the purposes of performing its obligations under this Agreement.

10. Infringement and Enforcement

Licensee shall promptly notify Licensor of any unauthorized use or infringement of the Marks that comes to its attention. Licensor shall have the sole right to determine whether to take action in response to such infringement.

Licensee shall cooperate with Licensor in any enforcement actions as reasonably requested.

11. Termination

Either Party may terminate this Agreement under the following circumstances:

- For cause, if the other Party materially breaches this Agreement and fails to cure the breach within _____ days after receiving written notice;
- Without cause, upon _____ days' prior written notice to the other Party.

Upon termination or expiration of this Agreement:

- Licensee shall immediately cease all use of the Marks;
- Licensee shall remove the Marks from all materials, products, and marketing;
- Any outstanding payments shall become immediately due and payable.

12. Indemnification

Licensee agrees to indemnify and hold harmless Licensor from and against any claims, damages, or liabilities arising out of Licensee's use of the Marks in violation of this Agreement or applicable law.

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13. Limitation of Liability

To the extent permitted by applicable law, neither Party shall be liable for indirect, incidental, or consequential damages arising out of or in connection with this Agreement.

14. Assignment

Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor. Any attempted assignment in violation of this clause shall be void.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If the dispute cannot be resolved amicably, it shall be submitted to the competent courts of _____.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements or understandings, whether written or oral.

17. Amendments

This Agreement may be amended only by a written document signed by both Parties.

18. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to such other address as a Party may designate by written notice.

IN WITNESS WHEREOF, the Parties have executed this Trademark License Agreement as of the Effective Date first written above.

Licensor

Name _____

Date _____

Signature _____

Licensee

Name _____

Date _____

Signature _____

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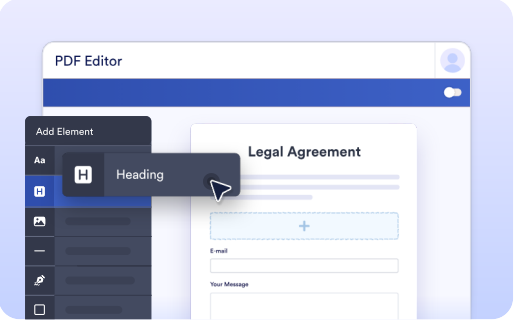
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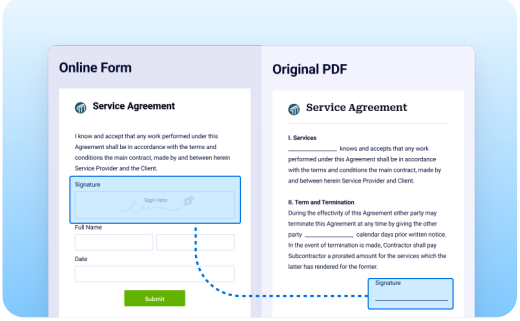
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