

TRADEMARK LICENSE AGREEMENT

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This Trademark License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSOR ADDRESS] (the "**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSEE ADDRESS] (the "**Licensee**").

The Licensor and the Licensee are each a "**Party**" and together the "**Parties**."

Recitals. The Licensor owns the trademarks identified below and the goodwill associated with them. The Licensee wishes to use those trademarks in connection with certain products or services, and the Licensor is willing to grant a license on the terms below, including quality-control terms necessary to protect the trademarks. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Definitions

1.1 Marks. "**Marks**" means the trademarks, service marks, logos, and trade dress identified in [Exhibit A / the following: [LIST MARKS AND ANY REGISTRATION NUMBERS]], together with the goodwill associated with them.

1.2 Licensed Products. "**Licensed Products**" means the products or services described in [Exhibit A / the following: [DESCRIBE]] on or in connection with which the Licensee is authorized to use the Marks.

1.3 Territory. "**Territory**" means [GEOGRAPHIC AREA, e.g. the United States, or a specific list of countries or states].

1.4 Quality Standards. "**Quality Standards**" means the standards and specifications for the Licensed Products set out in [Exhibit B / the following: [DESCRIBE]], as the Licensor may reasonably update from time to time on written notice.

2. Grant of License

2.1 License. Subject to this Agreement, the Licensor grants the Licensee a [non-exclusive / exclusive], non-transferable, [non-sublicensable / sublicensable only as provided below] license to use the Marks in the Territory solely on and in connection with the Licensed Products during the Term.

2.2 Reservation of rights. The Licensor reserves all rights not expressly granted. The Licensee acquires no right in the Marks except the limited license in this Agreement.

2.3 Sublicensing. [The Licensee may not sublicense the Marks. / The Licensee may sublicense the Marks only with the Licensor's prior written consent and on terms at least as protective as this Agreement, and

the Licensee remains responsible for each sublicensee's compliance.]

2.4 No other marks. The Licensee will not use the Marks in any manner not authorized here, and will not adopt or use any mark confusingly similar to the Marks.

3. Ownership and Goodwill

3.1 Ownership. The Licensor owns the Marks and all goodwill associated with them. All use of the Marks by the Licensee, and all resulting goodwill, inures solely to the benefit of the Licensor.

3.2 No challenge. The Licensee will not, during or after the Term, challenge the Licensor's ownership of or rights in the Marks or the validity of this Agreement, or apply to register the Marks or any confusingly similar mark.

3.3 Notices and markings. The Licensee will display trademark notices and legends (such as ® or ™ and an attribution to the Licensor) as the Licensor reasonably directs.

4. Quality Control

4.1 Compliance with standards. The Licensee will ensure that all Licensed Products and all uses of the Marks meet the Quality Standards and comply with all applicable laws and regulations.

4.2 Approval of materials. Before first use, the Licensee will submit samples of Licensed Products and of advertising, packaging, and marketing materials bearing the Marks for the Licensor's approval, which the Licensor will not unreasonably withhold or delay. Materials in a form previously approved do not require re-approval unless materially changed.

4.3 Inspection. The Licensor may, on reasonable prior notice and during normal business hours, inspect the Licensee's facilities and samples of Licensed Products to verify compliance with the Quality Standards.

4.4 Corrective action. If Licensed Products fail to meet the Quality Standards, the Licensee will, on notice, promptly correct the deficiency and will not distribute non-conforming Licensed Products bearing the Marks.

5. Royalties and Reporting

5.1 Royalty. The Licensee will pay the Licensor a royalty of **[PERCENTAGE]** of Net Sales of Licensed Products, or **[a flat fee of [AMOUNT] per [PERIOD]]**. "Net Sales" means gross invoiced amounts for Licensed Products less returns, allowances, and shipping and taxes separately stated.

5.2 Minimums. The Licensee will pay minimum royalties of **[AMOUNT]** per **[PERIOD]**, creditable against earned royalties for that period. **[Delete if not applicable.]**

5.3 Reports and payment. Within **[NUMBER, e.g. 30]** days after the end of each **[calendar quarter]**, the Licensee will deliver a royalty report showing Net Sales and the royalty due, and will pay the amount shown.

5.4 Records and audit. The Licensee will keep accurate books relating to royalties for **[NUMBER, e.g. 3]** years and will allow the Licensor, on reasonable notice and no more than once per year, to audit them. If an audit shows an underpayment of more than **[e.g. 5%]**, the Licensee will pay the shortfall and the reasonable cost of the audit.

6. Infringement

6.1 Notice. Each Party will promptly notify the other of any suspected infringement, dilution, or unauthorized use of the Marks of which it becomes aware.

6.2 Control. The Licensor has the sole right, but not the obligation, to take action against infringers. The Licensee will provide reasonable cooperation at the Licensor's expense and will not take action regarding the Marks without the Licensor's prior written consent.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues for **[NUMBER]** years, unless terminated earlier. It **[renews / does not renew]** automatically for successive **[NUMBER]**-year terms unless a Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term.

7.2 Termination for cause. A Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice. The Licensor may terminate immediately if the Licensee challenges the Marks, fails to meet the Quality Standards after notice, or becomes insolvent.

7.3 Effect of termination. On termination, the license ends and the Licensee will stop all use of the Marks, except that the Licensee may sell off existing inventory of conforming Licensed Products for **[NUMBER, e.g. 90]** days, subject to royalties and the Quality Standards. The Licensee will then destroy or deliver to the Licensor remaining materials bearing the Marks.

7.4 Survival. Sections 3, 5 (for amounts accrued), 6, 8, and 9, and any others that by their nature should survive, survive termination.

8. Warranties, Indemnity, and Liability

8.1 Licensor warranty. The Licensor represents that it owns or controls the Marks and has authority to grant this license. **[The Licensor makes no other warranty regarding the Marks except as stated here.]**

8.2 Licensee indemnity. The Licensee will indemnify the Licensor against third-party claims arising from the Licensed Products or the Licensee's use of the Marks outside the scope of this Agreement.

8.3 Limitation of liability. Except for indemnification obligations and breach of Section 3, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's aggregate liability under this Agreement will not exceed **[the total royalties paid in the [NUMBER] months before the claim / [AMOUNT]]**.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Assignment. The Licensee may not assign this Agreement or the license without the Licensor's prior written consent. The Licensor may assign it to a successor to the Marks.

9.3 Independent contractors. The Parties are independent contractors. Nothing creates a partnership, joint venture, or agency relationship.

9.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect, and a court may modify the provision to make it enforceable. A Party's failure to enforce a provision is not a waiver.

9.6 Entire agreement; amendment. This Agreement, including its exhibits, is the entire agreement between the Parties on its subject and supersedes prior understandings. It may be amended only in a writing signed by both

Parties.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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