

LICENSING AGREEMENT

This Trademark License Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [LICENSOR S FULL LEGAL NAME OWNER], a Corporation with its principal place of business at [LICENSOR S ADDRESS] ("Licensor"), and [LICENSEE S FULL LEGAL NAME], a Corporation with its principal place of business at [LICENSEE S ADDRESS] ("Licensee"). Licensor and Licensee are each referred to as a "Party" and collectively as the "Parties."

1. Recitals

A. Licensor is the owner of the trademark(s) identified as [SHORT NAME OF THE LICENSED PROPERTY], together with all associated logos, trade dress, goodwill, and registrations (collectively, the "Licensed Marks"), as more particularly described as follows: [FULL DESCRIPTION OF THE LICENSED PROPERTY].

B. Licensee desires to use the Licensed Marks in accordance with the terms of this Agreement, and Licensor is willing to grant such license subject to the quality-control and other provisions set forth herein.

2. Grant of License

Subject to the terms and conditions of this Agreement and Licensee's timely payment of all amounts due, Licensor hereby grants to Licensee a **** non-exclusive****, non-sublicensable, non-assignable, royalty-bearing license to use the Licensed Marks in the Territory (as defined below) solely in connection with the following permitted uses (the "Permitted Uses"):

| [PERMITTED USES FIELD OF USE]

2.1 Territory. Worldwide.

2.2 Reservation of Rights. All rights not expressly granted to Licensee in this Agreement are reserved by Licensor. Licensee acquires no right, title, or interest in or to the Licensed Marks other than the license granted herein. Licensee acknowledges that all goodwill arising from use of the Licensed Marks inures solely to the benefit of Licensor.

2.4 Sublicensing. Licensee shall not sublicense, transfer, or otherwise grant any rights in the Licensed Marks to any third party without Licensor's prior written consent, which may be granted or withheld in Licensor's sole discretion.

3. Quality Control (Naked Licensing Prevention)

To preserve the validity of the Licensed Marks and avoid any claim of "naked licensing" under trademark law (15 U.S.C. §§1055, 1127), Licensee agrees that:

(a) **Quality Standards.** All goods and services offered under the Licensed Marks shall meet or exceed the quality standards, specifications, and brand guidelines reasonably established and communicated by Licensor from time to time (the "Quality Standards").

(b) **Samples and Approval.** Licensee shall submit to Licensor, upon Licensor's reasonable request, representative samples of goods, packaging, advertising, marketing materials, and any other use of the Licensed Marks for Licensor's prior written approval. Licensor's failure to object within fifteen (15) business days shall constitute approval.

(c) **Inspection.** Licensor and its authorized representatives shall have the right, upon reasonable prior notice and during normal business hours, to inspect Licensee's facilities, goods, and records to verify compliance with the Quality Standards.

(d) **Non-Compliance.** If Licensor determines, in its reasonable discretion, that any use of the Licensed Marks fails to meet the Quality Standards, Licensee shall promptly (and in no event later than thirty (30) days after written notice) correct the non-compliance or cease the non-conforming use.

4. Proper Use of the Licensed Marks

Licensee shall (a) use the Licensed Marks only in the form and manner approved by Licensor; (b) include appropriate trademark notices (®, ™, or ™ as applicable) and attribution (e.g., "[SHORT NAME OF THE LICENSED PROPERTY]® is a registered trademark of [LICENSOR'S FULL LEGAL NAME OWNER], used under license"); (c) not combine, modify, stylize, or alter the Licensed Marks without Licensor's written consent; (d) not use the Licensed Marks in any manner that disparages Licensor or dilutes, tarnishes, or blurs the Licensed Marks; and (e) not register, attempt to register, or challenge anywhere in the world any trademark, domain name, or social-media handle that is identical or confusingly similar to the Licensed Marks.

5. Term and Termination

5.1 Term. This Agreement shall commence on the Effective Date and shall continue until (the "Term"), unless earlier terminated in accordance with this Agreement.

5.3 Termination for Breach. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within 30 (thirty) days after receipt of written notice specifying the breach.

5.5 Effect of Termination. Upon termination or expiration, (a) all rights granted to Licensee shall immediately cease; (b) Licensee shall, within thirty (30) days, cease all use of the Licensed Marks and destroy or return all materials bearing the Licensed Marks; (c) Licensee shall pay all accrued but unpaid royalties and fees; and (d) Sections 4, 6, 7, 8, 9, and 11 shall survive.

6. Compensation

In consideration of the license granted herein, Licensee shall pay Licensor a royalty of **5%** of Net Sales (as defined below) of all products and services using the Licensed Marks, payable Quarterly.

6.1 "Net Sales" Defined. "Net Sales" means Licensee's gross invoiced revenues from sales of products or services bearing the Licensed Marks, less only (i) actual returns and credits; (ii) trade discounts actually allowed; and (iii) sales, use, and excise taxes separately stated. No deduction shall be made for bad debts, promotional discounts, or distribution costs.

6.2 Reports. Within thirty (30) days after the end of each Quarterly period, Licensee shall deliver to Licensor a written royalty report showing gross sales, deductions, Net Sales, and royalties due, accompanied by payment of amounts due.

6.3 Late Payments. Unpaid amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

6.4 Audit Rights. Licensee shall maintain complete and accurate books and records relating to Net Sales for at least three (3) years. Licensor shall have the right, upon thirty (30) days' notice and not more than once per calendar year, to audit such records through an independent certified public accountant. If the audit reveals an underpayment of more than five percent (5%), Licensee shall bear the cost of the audit in addition to paying the underpayment plus interest.

7. Representations and Warranties

7.1 Licensor Warranties. Licensor represents and warrants that (a) it owns or has sufficient rights to license the Licensed Marks; (b) to its knowledge, the Licensed Marks do not infringe the trademark rights of any third party; and (c) it has full power and authority to enter into this Agreement.

7.2 Licensee Warranties. Licensee represents and warrants that (a) it has full power and authority to enter into this Agreement; and (b) its use of the Licensed Marks will comply with all applicable laws, regulations, and Licensor's Quality Standards.

7.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MARKS ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

8.1 Licensor Indemnity. Licensor shall defend, indemnify, and hold harmless Licensee from third-party claims alleging that the Licensed Marks, as provided by Licensor, infringe trademark rights in the Territory.

8.2 Licensee Indemnity. Licensee shall defend, indemnify, and hold harmless Licensor from third-party claims arising from (a) Licensee's use of the Licensed Marks outside the scope of this Agreement; (b) the quality, safety, or performance of Licensee's products or services; (c) Licensee's breach of this Agreement; or (d) Licensee's negligence or willful misconduct.

8.3 Procedure. The indemnified Party shall give prompt written notice, tender sole control of the defense (subject to consent not to be unreasonably withheld), and reasonably cooperate.

9. Limitation of Liability

EXCEPT FOR (i) INDEMNIFICATION OBLIGATIONS, (ii) BREACH OF CONFIDENTIALITY, (iii) LICENSEE'S USE OF THE LICENSED MARKS OUTSIDE THE SCOPE OF THIS AGREEMENT, AND (iv) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Infringement by Third Parties

Licensee shall promptly notify Licensor of any known or suspected infringement of the Licensed Marks. Licensor shall have the sole right (but not the obligation) to take action against any such infringement. Licensee shall cooperate at Licensor's expense.

11. General Provisions

Governing Law. This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

Forum. The Parties consent to the exclusive jurisdiction of the state and federal courts located in [STATE].

Assignment. Licensee may not assign this Agreement without Licensor's prior written consent. Licensor may assign this Agreement freely.

Entire Agreement; Amendments. This Agreement, including all exhibits, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions.

Amendments require a writing signed by both Parties.

Severability; Waiver; Counterparts; Electronic Signatures. Standard terms; electronic signatures are valid under the E-SIGN Act (15 U.S.C. §7001 et seq.).

Signatures

Licensor

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Licensee

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE