

TRADEMARK LICENSE

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COMPANY is the owner of the trademarks, service marks, trade names and logos set forth in Exhibit A (collectively, the “*Marks*”); and

Licensee is desirous of using the Marks, subject to and in accordance with the terms and conditions of this License.

The parties agree as follows:

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 - 2.1. Licensee shall not use the Marks, or any of them (a) as part of any mark, name, domain name, word, designation, symbol, logo or other trademark, (b) in combination with any mark, name, domain name, word, designations, symbol, logo or other trademark in a way that interferes with the Marks and/or that could create a new unitary mark, or (c) in any manner that causes confusion, infringement, unfair competition, or other harm to the Marks, or any of them, or COMPANY or COMPANY’s related companies.
 - 2.2. Licensee shall not register or use any mark, name, domain name, word, designation, symbol, logo or other trademark that (a) consists of or contains the Marks, or any of them (b) is identical to or is or could be confused with the Marks, or any of them (c) may impair or lessen the distinctiveness of the Marks, or any of them, or (d) may depreciate or otherwise adversely affect COMPANY’s goodwill in the Marks.
3. **Ownership.** Licensee acknowledges that COMPANY owns and controls the Marks and agrees that it will do nothing inconsistent with such ownership and that all use of the Marks by Licensee will inure to the benefit of COMPANY. Licensee agrees that nothing in this License will give Licensee any right, title or interest in the Marks other than the right to use the Marks in accordance with this License, and Licensee agrees that it will not challenge the title of COMPANY to the Marks, challenge the validity of this permission or otherwise copy or exploit the Marks during or after the term of this License, except as specifically authorized herein. Licensee agrees to notify COMPANY of any unauthorized use of the Marks by others promptly as it comes to Licensee's attention. In the event that Licensee acquires any rights in the Marks or any domain names containing the Marks by operation of law or otherwise, Licensee will immediately assign and transfer such rights to COMPANY, along with all associated goodwill, and will execute any and all documentation necessary to do so.
4. **Approval.** All context and form of use of the Marks by Licensee are subject to prior

approval by COMPANYCOMPANY. Licensee shall include the following legal notice along with any use of the Marks: “COMPANY and the COMPANY logo are registered trademarks of COMPANY, Inc.”

5. **Termination.** This license may be terminated by COMPANY at any time, in its sole discretion, with thirty (30) calendar days of written notice, including notice via email, to Licensee, and may be terminated immediately in the event of a breach by Licensee, which breach has not been cured within ten (10) calendar days of notice by COMPANY of such breach.

6. **General.** The terms of this License are confidential. The parties to this License agree that they shall not reveal the existence or terms of this License to any third party, except: (a) to enforce its terms; (b) in response to valid legal process, an order of a court of competent jurisdiction or as otherwise required by law; (c) as the parties may mutually agree in writing; and/or (d) to its officers, board members, employees and financial, tax and/or legal advisors with a reasonable need to know about the existence or terms of the License. This License will be governed by and construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws. Any controversy, claim or dispute arising out of or related to this License or the interpretation, performance, or breach hereof, including but not limited to alleged violations of state or federal statutory or common law rights or duties, shall be resolved solely and exclusively by final and binding arbitration initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the “Arbitration Rules”). Notwithstanding the foregoing, COMPANY may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights, confidential information, or as required to prevent irreparable harm. COMPANY may freely assign or transfer this License, in whole or in part, by operation of law or otherwise. This License will bind and inure to the benefit of each party’s successors and permitted assigns. If, for any reason, a court of competent jurisdiction finds any provision of this License invalid or unenforceable, that provision of the License will be enforced to the maximum extent permissible and the other provisions of this License will remain in full force and effect. The failure by either party to enforce any provision of this License will not constitute a waiver of future enforcement of that or any other provision. The parties to this License are independent contractors and this License will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent. This License, including Exhibit A, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this License will be effective only if in writing and signed by duly authorized representatives of both parties. This License may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date.

COMPANY, Inc.

LICENSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
MARKS