

## TRADEMARK LICENSING AGREEMENT

This Trademark Licensing Agreement ("Agreement") is made and entered into as of the [Effective Date], by and between:

- Licensors: [Licensor's Name], with its principal place of business located at [Licensor's Address], (hereinafter referred to as the "Licensor"),
- Licensee: [Licensee's Name], with its principal place of business located at [Licensee's Address], (hereinafter referred to as the "Licensee").

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

### 1. Grant of License

The Licensor hereby grants to the Licensee a non-exclusive, [exclusive if applicable], revocable, royalty-bearing [or royalty-free], non-transferable right and license to use the following trademark(s) (the "Licensed Marks"):

[List of Trademarks/Logo/Wordmarks]

The Licensee is permitted to use the Licensed Marks solely in connection with the following products and/or services (the "Licensed Products/Services"):

[Description of Products/Services]

The Licensee may use the Licensed Marks only in the following territory:

[Describe the territory]

### 2. Term

This Agreement shall commence on [Effective Date] and shall continue in effect for a period of [Duration], unless terminated earlier in accordance with this Agreement.

### 3. Royalties and Payment Terms

- The Licensee agrees to pay the Licensor royalties at the rate of [Rate]% of the gross revenue from sales of Licensed Products/Services.

- Payments shall be made on a [quarterly/monthly] basis, and Licensee shall provide sales reports along with the payments.
- Payments shall be made via [Method of Payment] to [Payment Details].

#### 4. Quality Control

The Licensee agrees to maintain the quality of the Licensed Products/Services in accordance with the standards set by the Licensor. Licensor shall have the right to inspect and approve the quality of products/services bearing the Licensed Marks. Licensee shall comply with all guidelines provided by the Licensor regarding the usage of the Licensed Marks.

#### 5. Ownership of Trademark

The Licensee acknowledges that the Licensor retains all ownership rights to the Licensed Marks. Nothing in this Agreement shall be deemed to grant the Licensee any ownership interest in the Licensed Marks. Licensee's use of the Licensed Marks shall inure solely to the benefit of the Licensor.

#### 6. Marketing and Promotion

The Licensee may use the Licensed Marks for marketing, promotional, and advertising purposes, subject to the Licensor's prior written approval of all such materials.

#### 7. Warranties and Representations

- The Licensor warrants that it has the full right and authority to grant the License to the Licensee.
- The Licensee warrants that its use of the Licensed Marks will not infringe upon the rights of any third party.

#### 8. Indemnification

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

#### 9. Termination

This Agreement may be terminated by:

- Either Party upon [30/60/90] days' written notice to the other Party;
- The Licensor immediately, if the Licensee breaches any material term of this Agreement.

Upon termination, Licensee shall cease all use of the Licensed Marks and return to the Licensor all materials bearing the Licensed Marks.

#### 10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising under or in connection with this Agreement shall be resolved through [mediation/arbitration/litigation] in the courts