

# TRADEMARK LICENSE AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Brand Owner: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Licensee: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

## 1. LICENSED MARKS AND SCOPE

Marks and registration details: [LIST]. Approved goods or services: [LIST]. Territory and channels: [DETAILS]. License is [EXCLUSIVE / NON-EXCLUSIVE], from [DATE] to [DATE]. Sublicensing is [PROHIBITED / PERMITTED ON SPECIFIED TERMS]. Ownership and associated goodwill remain with the owner.

## 2. QUALITY AND APPROVAL

Quality standards and brand guide version: [DETAILS]. Samples and artwork require approval through [PROCESS] before use. The owner may inspect on reasonable notice and request correction of non-compliant use within [NUMBER] days.

## 3. FEES AND RECORDS

Fee or royalty: [RATE, BASE AND CURRENCY]. Reports and payment dates: [DETAILS]. Allowable deductions: [LIST OR NONE]. Records retained for [PERIOD]; verification rights and cost allocation: [DETAILS].

## 4. PROTECTION AND CONDUCT

Do not alter, register or challenge the marks except as permitted by mandatory law. Promptly report suspected infringement. Decisions and costs for enforcement: [ALLOCATION]. Neither party may make misleading product claims.

## 5. TERMINATION AND STOCK

Material breach has a [NUMBER]-day cure period. Immediate suspension of unsafe or materially damaging use: [DEFINED CONDITIONS]. On termination, stop brand use and remove marketing material. Any sell-off period, stock treatment and outstanding royalties: [DETAILS OR NONE]. Quality duties continue during any authorized sell-off.

## 6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

## 7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

## 8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

### SIGNATURES

Brand Owner: [NAME]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing capacity, if applicable: [TITLE / CAPACITY]

Licensee: [NAME]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing capacity, if applicable: [TITLE / CAPACITY]