TRADEMARK LICENSE AGREEMENT

**This Trademark License Agreement (the “Agreement”) is made on** *{{EffectiveDate}}*

BETWEEN {{LicensorName}}, having its registered office at {{LicensorAddress}} (the “Licensor”), and {{LicenseeName}}, having its registered office at {{LicenseeAddress}} (the “Licensee”).

# 1. Licensed Mark & Territory

Licensor grants Licensee a {{LicenseType}} license to use the trademark '{{Trademark}}' in Class {{Class}} within the territory of {{Territory}} during the Term.

# 2. Term & Renewal

The term of this Agreement shall be {{TermYears}} years commencing on {{EffectiveDate}}.

# 3. Royalty

Licensee shall pay a royalty of {{RoyaltyPercent}}% on Net Sales, reported quarterly.

# 4. Quality Control

Licensee agrees to maintain quality standards and allow Licensor to audit on reasonable notice.

# 5. Ownership & Goodwill

All goodwill arising from use of the Licensed Mark shall inure to the benefit of the Licensor.

# 6. IP Protection

Licensee shall promptly notify Licensor of any infringement and cooperate in enforcement.

# 7. Termination

Either party may terminate for material breach not cured within 30 days of written notice.

# 8. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of {{GoverningLaw}}; disputes to {{ArbitrationSeat}} arbitration.

IN WITNESS WHEREOF, the Parties sign by their duly authorized representatives.

Licensor: {{LicensorName}} Signature: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Licensee: {{LicenseeName}} Signature: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_