# Trademark License Agreement

**Purpose:** This Trademark License Agreement establishes the terms under which one party (the "Licensor") grants permission to another party (the "Licensee") to use its trademark. The conditions set forth ensure proper and lawful use of the licensed trademark.

## 1. Parties

This agreement is made and entered into on {effectiveDate} by and between:

* **Licensor:** {licensorName}, located at {licensorAddress}
* **Licensee:** {licenseeName}, located at {licenseeAddress}

## 2. Grant of License

The Licensor hereby grants to the Licensee a **{licenseType}** license to use the trademark **"{trademarkName}"** (the "Trademark") in connection with the following goods/services:

{#licensedGoods}

* {item}

{/licensedGoods}

The Licensee may only use the Trademark within the territory of **{territory}**.

## 3. Term

This Agreement shall commence on **{startDate}** and shall remain in effect until **{endDate}**, unless terminated earlier in accordance with Section 7 of this Agreement.

## 4. Quality Control

The Licensee agrees to meet the quality standards provided by the Licensor, which include the following guidelines:

{#qualityGuidelines}

* {guideline}

{/qualityGuidelines}

## 5. Intellectual Property Rights

The Licensee acknowledges that all rights, title, and interest in the Trademark remain with the Licensor. The Licensee will not claim ownership or file for registration of the Trademark or any confusingly similar mark.

## 6. Reporting & Records

The Licensee agrees to keep accurate records concerning the use of the Trademark and provide the Licensor with the following reports:

|  |  |  |
| --- | --- | --- |
| **Report Type** | **Frequency** | **Submission Deadline** |
| {#reports}{reportType} | {frequency} | {submissionDeadline}{/reports} |

## 7. Termination

Either party may terminate this Agreement by providing **{terminationNoticeDays}** days of written notice to the other party under one or more of the following conditions:

{#terminationCauses}

1. {cause}

{/terminationCauses}

## 8. Post-Termination

Upon expiration or termination of this Agreement:

{#postTerminationActions}

* {action}

{/postTerminationActions}

## 9. Representations and Warranties

Each party represents that it has the full right and authority to enter into this Agreement.

## 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **{governingLaw}**.

## 11. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements or understandings, whether written or oral.

## IN WITNESS WHEREOF

The parties have executed this Trademark License Agreement as of the date first written above.

|  |  |
| --- | --- |
| **Licensor:**    Name: {licensorName}    Title: {licensorTitle}    Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: {licensorSignDate} | **Licensee:**    Name: {licenseeName}    Title: {licenseeTitle}    Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Date: {licenseeSignDate} |