

# Trademark License Agreement

Whereas the [**name of organization**] ([**name**] or “Licensor”) has adopted and is using the [**name**] logo and has registered the [**name**] logo with the U.S. Patent and Trademark Office as a trademark; and

Whereas the U.S. Department of Commerce (“Commerce” or the “Licensee”) desires to use the logo [**describe how logo will be used, on apparel; include any exclusions (i.e. cannot be worn at political events)**];

Whereas Commerce acknowledges that it may not assert trademark rights in the [**name**] logo, or elements or variants thereof, nor will trademark rights vest and/or inure to Commerce’s benefit from the use of the [**name**] logo, or elements or variants thereof, by Commerce.

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

**1. Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, royalty-free right to use the [**name**] logo for the purposes described herein.

**2. Quality Control:** The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate the license should it determine that the use is inconsistent with this Agreement.

**3. Duration and Termination:** This Agreement shall terminate [**number of months/years**] from the date of its signature by both parties. The Licensee, however, may request a renewal of this Agreement for an additional term of [**number of months/years**], subject to the express written consent of Licensor. Such consent shall be in the form of a properly executed Renewal Agreement signed by authorized signatories of the Parties.

Upon termination of this Agreement, all rights of the Licensee to use the logo shall immediately terminate. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination.

**4. Assignments and Sub-Licenses:** This License and the rights granted to Licensee hereunder are not assignable or sub-licensable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this Agreement and shall be cause for termination.

**5. Validity and Ownership of Mark:** The Licensee agrees that it is prohibited from interfering with Licensor's rights in the Licensed logo, including challenging Licensor's use, registration of, or application to register the Licensed logo, alone or in combination with other words or designs, anywhere in the world. Licensee is further prohibited from attempting to register the Licensed logo, or any confusingly similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark, and from asserting trademark rights in such logo through Licensee's use. Any rights asserted by Licensee in such mark shall vest in **[name of organization]**, and any goodwill from use of such mark by Licensee shall inure to the benefit of **[name of organization]**.

**6. Use of Mark:** In addition to the above provisions of this Agreement, Licensee shall abide by the following guidelines:

(A) The Licensor considers the Licensed logo to be its trademark and service mark, and holds it out to the public as such.

(B) The Licensee in using the Licensed logo that is or hereafter becomes federally registered shall clearly indicate that the mark is federally registered with the U.S. Patent & Trademark Office and that it is the property of the **[name of organization]**. Such indication of registration shall be in the form of the "®" ("R in a circle") designation. The Licensee in using the Licensed Logo that is not federally registered shall clearly indicate that the mark is the property of the **[name of organization]**. Such indication shall be in the form of the "™" or "SM," designation.

**7. Governing Law:** This Agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

\_\_\_\_\_  
**[Name of Commerce Signatory]**  
**[Title]**  
U.S. Department of Commerce

\_\_\_\_\_  
**[Name of Individual]**  
**[Title]**  
**[Name of organization]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date