

# Licensing Agreement for Trademark

This Licensing Agreement ("Agreement") is made and entered into as of by and between:

- **Licensor:**
- **Address:**

and

- **Licensee:**
- **Address:**

## 1. Definitions

"**Trademark**" refers to:

"**Territory**" means:

"**Licensed Products/Services**" means:

## 2. Grant of License

The Licensor hereby grants to the Licensee a (exclusive/non-exclusive) license to use the Trademark in connection with the Licensed Products/Services within the Territory during the term of this Agreement.

## 3. Term

This Agreement shall commence on and continue until , unless terminated earlier in accordance with this Agreement.

## 4. Royalty and Payment

The Licensee agrees to pay to the Licensor the following royalty or license fee:

Payment terms:

## 5. Quality Control

The Licensee shall ensure that all Licensed Products/Services using the Trademark meet the standards and quality set by the Licensor. The Licensor reserves the right to inspect and approve the use of the Trademark.

## 6. Use of Trademark

The Licensee agrees to use the Trademark only as permitted by this Agreement and not to take any action that may harm the validity or reputation of the Trademark.

## 7. Infringement

If either party learns of any unauthorized use or infringement of the Trademark, they shall promptly notify the other party. The Licensor shall have the primary right to enforce rights in the Trademark.

## 8. Termination

This Agreement may be terminated by either party upon written notice if the other party breaches any material term and fails to cure such breach within days of notice.

Upon termination, the Licensee shall immediately cease all use of the Trademark.

## 9. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- No amendment or modification shall be valid unless in writing and signed by both parties.
- This Agreement shall be governed by the laws of .

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**Licensor**

Name:

Date:

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**Licensee**

Name:

Date: