

TRADEMARK LICENSE AGREEMENT – NON-AFFILIATED

This agreement (the "Agreement") is made this ____ day of _____ 201__ (the "Effective Date") by and between West Des Moines Community Schools, an Iowa school district with its principal offices at 3550 Mills Civic Pkwy, West Des Moines, Iowa, 50265 ("WDMCS") and

("LICENSEE").

WHEREAS, WDMCS, is the sole and exclusive owner of the trademarks identified in attached Schedule A ("WDMCS Trademarks");

WHEREAS, LICENSEE desires to use the WDMCS Trademarks mark in commerce; and

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein, and intending to be legally bound, WDMCS and LICENSEE (each a "Party," collectively the "Parties") hereby agree as follows:

TERMS OF AGREEMENT

1. Definitions.

1.1 The terms "**Commercialize**" and "**Commercialization**" shall mean the manufacture, use, sale, offering for sale, advertising, distribution or other commercialization of goods or services.

1.2 The term "**Licensed Mark(s)**" shall refer to the WDMCS Trademark(s) together with any corresponding trademark applications and common law rights in such marks. From time to time, WDMCS may modify, amend and add additional WDMCS Trademarks at its sole discretion, and such marks will be incorporated herein under the term Licensed Marks.

1.2 The term "**Territory**" shall mean the United States.

2. Grant of License

2.1 **Use.** WDMCS hereby grants to LICENSEE, and LICENSEE hereby accepts a non-exclusive, non-assignable, non-transferable, and non-sublicensable license and right to Commercialize products utilizing the Licensed Marks solely: (a) in the Territory and (b) as expressly permitted in this Agreement.

2.2 **Term.** The initial term of this Agreement shall continue in force for one (1) year from the Effective Date. The Term shall be automatically extended for successive one (1) year terms ("Renewal Terms") upon expiration of the initial Term or any

subsequent Renewal Term. Notwithstanding this provision, either Party may terminate this Agreement upon thirty (30) days written notice.

3. Ownership.

3.1 General. LICENSEE acknowledges the value and goodwill associated with the Licensed Marks and agrees that its Commercialization will be in a manner designed to protect and enhance the reputation and integrity of each Licensed Mark.

3.2 Licensed Marks Ownership. LICENSEE acknowledges WDMCS is the sole and exclusive owner of the Licensed Marks and the goodwill pertaining thereto, and WDMCS has priority of use for the Licensed Mark and any designs associated with the Licensed Marks, and that all rights, including any ownership interests, accruing from use by LICENSEE accrue exclusively to WDMCS. To this end, LICENSEE agrees to cooperate fully and in good faith with WDMCS for the purpose of securing, preserving and protecting WDMCS's rights, as applicable, in and to the Licensed Marks. LICENSEE further agrees never to challenge, contest or question the validity of WDMCS's ownership of the Mark or any registrations thereof by WDMCS.

3.3 No Adaptation. LICENSEE shall make no other use of any Licensed Marks except in the form as authorized through such prior written approval by WDMCS and/or the third party designated by WDMCS. LICENSEE shall likewise have no right to combine the Licensed Marks or use the Licensed Marks in combination with any other trademarks, designs or logos in any manner unless pre-approved in writing by WDMCS. LICENSEE shall not adopt or use any mark, logo, insignia, design, trade name, corporate name or URL/domain name that is, or is likely to be, confusingly similar to or could cause deception or mistake with respect to any of the Licensed Marks.

4. Quality Control.

4.1 Quality Standards. In order to preserve the reputation and integrity of the Licensed Marks and the goodwill and value pertaining thereto, LICENSEE agrees that all products and services offered in conjunction with the Licensed Marks, as well as any advertising or promotion thereof shall be of a high standard and quality and shall conform to standards set by WDMCS. LICENSEE agrees to submit in advance of its use all advertising and promotional materials, as well as goods bearing or sold under the Licensed Marks and any other documents which may permit WDMCS to determine whether the goods and services and trademark uses meet the standards, specifications and directions approved by Licensor.

4.2 Injury to Mark. LICENSEE shall not use the Licensed Marks in any manner that would have a tendency to dilute, disparage, denigrate or otherwise diminish the value, the goodwill or the reputation associated with WDMCS and/or the Licensed Marks as may be determined by WDMCS in its sole discretion, or which dilutes, disparages denigrates or otherwise diminishes the value of the Licensed Marks.

LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the production, distribution, sale, and advertising of goods using WDMCS Licensed Marks.

4.3 Proper Designation: LICENSEE agrees to comply with any requirements established by WDMCS concerning the style, design, display and use of the Mark; to correctly use the trademark symbol TM or registration symbol ® with every use of the mark, to use the registration symbol ® upon receiving notice of registration of the mark from WDMCS and to submit in advance of its use all advertising copy, labels, stickers or packaging to WDMCS for pre-approval.

5. Royalties: In consideration for this license, Licensee agrees to pay to WDMCS a royalty of [*Royalty*]% of all Revenues received by LICENSEE for the sale of goods and services offered under the Licensed Marks, payable Quarterly on the following dates: January 15, April 15, July 15, and October 15. "Revenues" shall not include deductions made from freight, uncollectible accounts, and costs incurred in the manufacture of such products.

6. Termination: Upon termination, LICENSEE may continue to sell existing inventory until existing inventory is sold, but not for a period exceeding six (6) months. After sale of such existing inventory, or six (6) months, LICENSEE shall stop using WDMCS Marks.

7. Disclaimer of Warranty. WDMCS MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING OUT OF THE TRADEMARKS OR THIS AGREEMENT. THE TRADEMARKS ARE PROVIDED "AS IS," AND WDMCS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ALL OTHER WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, USAGE OF THE TRADE OR CUSTOM.

8. Survivability. If any section, subsection or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other section or provision and such invalid section or provision shall be deemed to be severed from the Agreement.

9. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties, both written and/or oral, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing and signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

10. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules, and each Party submits to the exclusive jurisdiction of the courts in the Southern District of Iowa.

EXECUTION

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed on the dates specified below whereupon it enters into full force and effect in accordance with its terms.

West Des Moines Community Schools, Licensor

Dated: _____

By: _____

Name: _____

Title: _____

_____, Licensee

Dated: _____

By: _____

Name: _____

Title: _____

Schedule A
Licensed Marks

SAMPLE