TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between _____ (the "Licensor") and _____ (the "Licensee").

The parties agree as follows:

Rights Granted
Licensor hereby grants to Licensee, its successors and assigns, a non-exclusive, non-transferable, royalty-free license to use the following Trademark _____ ("Trademark") in connection with _____ throughout _____ (the "Territory").

Licensor's Rights and Obligations
The Licensor will continue to retain all rights of every kind and nature in the Trademark except those specifically granted to Licensee hereunder.

Warranty and Indemnification
Licensor warrants and represents that:
A) it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein.
B) it has not previously licensed the Trademark to any third party and
C) that Licensee's use of the Trademark will not violate any rights of any kind or nature whatsoever of any third party.

Licensor shall indemnify and hold harmless Licensee, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by Licensor herein.

Licensee shall indemnify and hold harmless Licensor, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the Trademark infringes any intellectual property rights or other rights of any third party.

Term and Termination
This Agreement shall be effective from the date signed by both parties and shall continue for a period of _____ years, unless terminated earlier by either party.

This Agreement shall be subject to termination at the election of Licensor, by written notice to Licensee, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensee, and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensor.

This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by

Licensor and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

General Provisions

1) This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

2) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by written agreement executed by the parties hereto.

3) This Agreement shall be governed by the laws of the State of _____, applicable to agreements made and to be wholly performed therein.

4) The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

LICENSOR

_____ Date _____

Printed Name_____
Address _____

LICENSEE

_____ Date _____

Printed Name_____
Address _____

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