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## TRADE MARK LICENSE AGREEMENT

This Trademark License (the “**Agreement**”) is effective this [DATE].

**BETWEEN:** Mr. [NAME], S/o Sh. [NAME] residing at [ADDRESS] (the “**Licensor**”), which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns of the First Part;

**AND:** Mr. [NAME], S/o Sh. [NAME] residing at [ADDRESS] the “**Licensee**”), which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns of the Second Part;

The Licensor and Licensee are hereinafter collectively referred to as “**Parties**” or individually as “**Party**”.

### RECITAL

WHEREAS the Licensor is the owner of the rights to those trademarks (“**Licensed Marks**”) listed in Schedule “A”;

WHEREAS, the Licensee is in the business of [MENTION BUSINESS].

WHEREAS the Licensor has agreed to permit the Licensee, use the Licensed Marks on its published material, for which the Licensor has agreed to provide all rights associated with the Licensed Marks, without any encumbrance and liability whatsoever.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

## 1. DEFINITIONS

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement:

- (a) **“Agreement”** shall mean this Agreement, the schedules attached hereto and any document included by reference as each may be amended from time to time in accordance with terms of this Agreement;
- (b) **“Applicable Laws”** or **“Laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, voluntary restraints, guidelines, or any provisions of such laws, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used;
- (c) **“Confidential Information”** means any information which may be disclosed to either party pursuant to or in the connection with this Agreement whether orally or in writing.
- (d) **“Printing”** means producing books, newspapers, magazines, journals and the like, especially in large quantities, by a mechanical process involving the transfer of text, images, or designs to paper.
- (e) **“Publishing or Published Material”** means, of an author or individual, proprietor or company, prepare and issue a book in physical form and not electronic, in a journal, newspaper, magazine or the like for public sale. It also means printing something in a book or journal so as to make it generally known to the public.
- (f) **“Force Majeure”** means in relation to either Party, any circumstance beyond the reasonable control of that party (including without limitation floods, riots, fire, major strike, lock out or war);

- (g) “**Going concern**” shall mean a business that has the resources needed in order to continue to operate indefinitely. Going concern also means a company’s ability to pay its employees, creditors and remain solvent.

**1. PURPOSE OF THIS AGREEMENT AND GRANT OF LICENSE**

- 1.1 In connection with furtherance of the Licensee’s business as mentioned its Memorandum of Understanding (“**MoA**”), the Licensor, for an amount of Rs [AMOUNT] per year as royalty, agrees to grant unconditional license rights, to use the trademark and logo of \_\_\_\_\_, in particular permission granted to use the Licensed Marks on [BUSINESS].

Copyright@Evaluator

OMITTED

**“You can contact us at for a customized agreement and legal advice”**

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