



International Association Legions of Honor

AGREEMENT made this _____ day of _____, by and between the International Association Legions of Honor, an organization duly authorized by Shriners International and having its offices located at 512 Bow Lane, Gilbertsville, Pennsylvania 19525, hereinafter referred to as “Licensor,” and _____, a corporation duly organized under the laws of _____ and having its principal office at _____, hereinafter referred to as the “Licensee.”

WHEREAS, Licensor is the owner of a certain Trademark known as the Legion of Honor insignia or logo that is registered in the United States Patent Office under Registration Number 0666119, dated June 22, 1998; hereinafter referred to as the Trademark; and

WHEREAS, Licensee owns a facility capable of having woven or embroidered products produced in accordance with the quality standards established and/or approved by the Licensor and distributing and selling those products bearing the Trademark of the Licensor; and

WHEREAS, both parties are desirous that the Licensee has products made so that they may be marketed under the Licensor’s Trademark;

Now, therefore, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. The Licensor hereby grants to the Licensee the right to use, and the Licensee hereby undertakes to use, the Trademark in the production and sale of products bearing the Legion of Honor insignia or logo.
2. The Licensee may produce, distribute and sell the products bearing the Legion of Honor insignia or logo only if they are in accordance with the specifications and directions furnished to the Licensee by the Licensor or its representatives or agents from time to time. Any product sold or distributed by the Licensee shall be satisfactory to the Licensor or as specified by it.
3. The Licensee shall permit duly authorized representatives of the Licensor to inspect on the premises of the Licensee at all reasonable times the products in connection with which the Licensee intends to use the Trademark and shall, upon request of the Licensor, submit to the Licensor, or its duly authorized representatives, samples of the products which it sells or intends to sell under the Trademark for the purpose of ascertaining compliance with paragraph two above.
4. Whenever the licensee uses the Trademark in advertising or in any other manner, the Licensee shall indicate the Licensor’s ownership of the Trademark and shall bear the encircled R

or “TM” indicating that the insignia or logo is trademarked. The Licensee shall provide the Licensors with samples of all literature, packages, labels and labeling prepared by the Licensee containing the Trademark for its approval. When using the Trademark under this agreement, the Licensee undertakes to comply with all laws pertaining to trademarks in the states where the products are marketed and the United States.

5. The right granted in paragraph one above shall be nonexclusive and non-divisible and shall not be transferable without the Licensors’ prior written consent.

6. In consideration of the rights granted to the Licensee in paragraph one above, **the Licensee will pay to the Licensors an initial licensing fee as set forth below with the submission of this agreement and the amount of one hundred dollars (\$100.00) per annum due on 01 January of each year thereafter** while this agreement remains in effect.

Initial Licensing Fee Schedule

For agreements submitted during the first quarter of a year:	\$100.00
For agreements submitted during the second quarter of a year:	\$75.00
For agreements submitted during the third quarter of a year:	\$50.00
For agreements submitted during the fourth quarter of a year:	\$25.00

7. The Licensors assume no liability to the Licensee or third parties with respect to the performance of the products sold by the Licensee under the Trademark. The Licensee shall indemnify and save harmless the Licensors from all claims of third persons arising out of the manufacture or sale any trademarked product of the Licensee.

8. Except as otherwise provided herein, this agreement shall remain in full force and effect until one year from date of submission by Licensee and from year to year thereafter unless either party gives written notice to the other sixty (60) days prior to the end of the year of their intention to terminate the agreement; provided, however, (a) if the Licensee makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business, or if any voluntary or involuntary petition in bankruptcy is filed against or by the Licensee, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by the Licensors; and provided, further, that in the event that the Licensee fails to comply with any of the provisions of this agreement, the Licensors may terminate this agreement upon not less than thirty (30) days’ written notice to the Licensee; but, if the Licensee shall correct such default during the notice period, the notice shall be of no further force or effect.

9. The Licensee acknowledges the Licensors’ exclusive right, title, and interest in and to the Trademark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. The Licensee shall not in any manner represent that it has any ownership in the Trademark or registration thereof, and the Licensee acknowledges that use of the Trademark shall not create any right, title or interest in the Licensee, but all uses of the Trademark by the Licensee shall inure to the benefit of the Licensors. Upon the termination of this agreement in any manner provided herein, Licensee will cease and desist from all use of the Trademark in any way and will deliver to the

Licensors or its duly authorized representatives the logotype of the Trademark together with all advertising and promotional materials and signs containing the Trademark.

10. The Licensee acknowledges that it is aware that the penalties for infringement are as follows: compensation for the actual loss caused by the infringement; profits from lost sales; lost goodwill; treble damages; defendant's profits; attorney's fees; recall and destruction of the product; correction of advertising; telephone number intercept.

11. Any notices required or permitted to be given under this agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown at the beginning of this agreement, or at such other address as may be furnished in writing to the notifying party.

12. This agreement shall be interpreted in accordance with the Laws of New York State.

13. This Agreement shall supercede any previous agreement, if any, between the parties hereto.

14. Any failure to enforce any provision of this Agreement on occasion shall not affect the rights of the parties to enforce the provision thereafter.

In witness whereof this agreement has been executed as of the date first above written.

For the Company: _____ Date: _____
Signature and Title

Company Information:

Corporate Seal
if available

Name: _____

Mailing Address: _____

Phone Number: _____

E-Mail Address: _____

Web Site: _____

For the International Association Legions of Honor

_____ Date: _____
Adjutant