

The Made in America Movement™

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (**AGREEMENT**) is made by and between The Made in America Movement™ (**MAM**), a Limited Liability Company (**LLC**) created and existing under the Constitution and laws of the State of Pennsylvania, and _____ (**LICENSEE**) a corporation located in _____, effective as of the date of the signature date of this agreement (the **EFFECTIVE DATE**).

Whereas, MAM holds exclusive rights in certain trademarks and service marks and LICENSEE desires to use those marks in association products made for sale;

Therefore, in consideration of the promises exchanged in this Agreement, the parties agree as follows:

Section 1. Definitions

- 1.1 The term **LICENSED MARKS**, as used in this Agreement, shall mean those marks identified on Addendum 1.
- 1.2 **LICENSEE PRODUCTS** means those products containing at least 50% of United States of America (USA) origin when considering the products' total cost and with final assembly or transformation in the USA.
- 1.3 **QUALITY** means an acceptable level of quality to MAM.
- 1.4 **CONTRACT YEAR** shall mean the twelve-month period commencing with the **EFFECTIVE DATE**.
- 1.5 **TERM** means the effective period of this agreement, which shall be for one year after the **EFFECTIVE DATE**. Each year thereafter, this Agreement shall automatically renew for an additional one-year term provided LICENSEE has paid membership fee within 30 days after the anniversary of **EFFECTIVE DATE**.

Section 2. License Grant

MAM grants to LICENSEE a nonexclusive license to use the **LICENSED MARKS** in association with the manufacture and sale of **LICENSEE PRODUCTS**. LICENSEE shall have no right to sublicense any rights to use the **LICENSED MARKS**. LICENSEE may not transfer the rights under this Agreement to any other party without prior written approval from AMM.

Section 3. Goodwill in LICENSED MARKS

- 3.1 LICENSEE agrees that the essence of this agreement is founded on the goodwill associated with the **LICENSED MARKS** and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall not during the **TERM** or thereafter;
 - (a) attach the title or any right of MM in or to the **LICENSED MARKS**;
 - (b) apply to register or maintain any application or registration of the **LICENSED MARKS** or any other mark confusingly similar thereto;
 - (c) use any colorable imitation of any of the **LICENSED MARKS**, or any variant form (including variant design forms, logos, colors, or type styles) of the **LICENSED MARKS** unless approved in writing by MAM;
 - (d) misuse the **LICENSED MARKS**;
 - (e) take any action that would bring the **LICENSED MARKS** into public disrepute;
 - (f) take any action that would tend to destroy or diminish the goodwill in the **LICENSED MARKS**.

Section 3. Goodwill in LICENSED MARKS (cont'd)

3.2 LICENSEE agrees not to take any action that would be detrimental to the LICENSE MARKS.

3.3 LICENSEE agrees to cooperate fully with MAM in securing and maintaining the goodwill of MAM in the LICENSED MARKS.

3.4 LICENSEE acknowledges that if LICENSED PRODUCTS manufactured and sold by it were of inferior quality in design, material, or workmanship, the substantial goodwill that MAM possesses in MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED PRODUCTS shall be of high quality. To this end, LICENSEE agrees to maintain high quality and should inferior products be brought to the attention of MAM, LICENSEE agrees to furnish samples to MAM, free of cost, for its approval, a sample of each LICENSED PRODUCT, together with any associated carton or container, packing or wrapping material. MAM shall have two (2) weeks from receipt of LICENSED PRODUCTS to determine the acceptability of the quality of the sample. In absence of rejection, or upon earlier written acceptance, the sample shall be deemed as accepted as an example of the quality for the LICENSED PRODUCT. If rejected, LICENSEE shall discontinue use of LICENSED MARK on rejected products. MAM will return said sample to LICENSEE, at AMM cost.

Section 4. Default and Termination

4.1 LICENSEE may terminate this agreement at any time without cause or claim for refund with thirty (30) days written Notice of Intent to Terminate. In such event, this agreement shall be automatically terminated thirty (30) days after service of said Notice of Intent to Terminate.

4.2 Unless sooner terminated pursuant to the above provisions, this agreement shall remain in effect through the TERM described in paragraph 1.5 above.

Section 5. Effect of Termination

5.1 Upon expiration or termination of this agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of LICENSED MARKS or any other mark or name reasonably deemed by MAM to be similar to LICENSED MARKS in condition with manufacture, sale, distribution, or promotion of products or services. LICENSEE acknowledges that failure to comply with this provision will result in an obligation of one year membership fee.

5.2 Upon expiration or termination of this agreement, LICENSEE shall not operate its business in any manner that would falsely suggest to the public that this agreement is still in force, or that any relationship exists between LICENSEE and MAM.

Section 6. No agency relationship

The parties intend to establish a licensee-licensor relationship by this Agreement. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship.

Section 7. Authority, compliance

Each party represents and warrants that its entry into this Agreement has been duly authorized by all necessary action, is lawful, and does not violate any other agreement to which it is a party. Each party further represents and warrants that its business conduct in performing under this Agreement will conform to all applicable and valid laws, rules, and regulations.

Section 8. Notices

All notices or demands required to be made or permitted under this agreement shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in signature section of this agreement, or to such other address as either party may from time to time designate in writing.

Section 9. Miscellaneous provisions

- 9.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement and supersedes all proposals, oral or written, and all negotiations, conversations, commitments, and other communications between the parties with respect to the subject matter of this Agreement.
- 9.2 Any provision that may be reasonably interpreted to survive the termination or expiration of this Agreement shall survive to the extent required for the full observation and performance of the terms of this Agreement.
- 9.3 This Agreement shall not be modified except by a written agreement signed by the duly authorized representatives of LICENSEE and MAM.
- 9.4 Failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such party's rights to enforce such provisions at a later time.
- 9.5 If any part of this Agreement is determined by a court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of this Agreement, which shall remain in full force and effect.

The parties acknowledge the acceptance of the terms and conditions set forth in this Agreement through the signatures of their duly authorized representatives on the dates appearing under such signatures below.

The Made in America Movement™

By: _____
_ Name: Margarita Mendoza
Title: Founder

Address:
The Made in America Movement™
P.O. Box 286
Scranton, PA 18504

EFFECTIVE DATE

LICENSEE: _____

By: _____

Name: _____

Title: _____

Address: _____

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Addendum 1: Licensed Marks

