



**MNCTA.com**

## **TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, (“Effective Date”) is by and between  MNCTA   
 (“Licensor”) and \_\_\_\_\_ (“Licensee”).

WHEREAS, Licensor owns a trademark, US Patent and Trademark Serial Number 7765509 and wishes to grant a license of such trademark to Licensee;

WHEREAS, Licensee wishes to accept such grant;

NOW THEREFORE, the parties hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, Licensor hereby grants, and Licensee hereby accepts, a non-exclusive, nontransferable license to Licensee of US Patent and Trademark Serial Number 7765509 for the mark “Go Green Get Real”(“Mark”) to use and display the trademark solely in Licensee’s business of selling \_\_\_\_\_ (CHRISTMAS TREES, \_\_\_\_\_) for the term of this Agreement. Licensee shall not use the Mark on clothing, headgear, (including caps or hats), buttons or stationery. Items like these must be purchased from MNCTA.
2. This Agreement shall be in effect for a period of one year from the Effective Date and shall be automatically renewed for additional successive one (1) year periods unless either party gives the other advance written notice at least 30 days prior to the last day of the then current term of this Agreement.
3. The license fee for the first one year term shall be Twenty Five Dollars (\$25.00). License fee for subsequent terms of this Agreement shall be at our then current price. Payment of the license fee is due upon execution of this Agreement and upon every successive annual renewal date. Failure to pay any license fees shall automatically terminate this license thirty days after the due date of such payment.
4. Licensee shall not use the Mark, in whole or in part, in its company, corporate, domain or trade name.
5. Licensee shall not alter, cover, modify, or obfuscate the Mark. Licensee shall not use the Mark in any manner other than as expressly authorized in this Agreement or as otherwise agreed to in writing by Licensor.
6. Licensee shall not indicate, state or imply that it has, or hold itself out as having a corporate affiliation with Licensor or any relationship with Licensor other than that set forth in this Agreement. In particular, but without limitation, Licensee shall not create a web site or adopt a domain name suggesting in any way that Licensee is a subsidiary or corporate affiliate of Licensor. However, Licensee may use the Mark on its website.
7. Licensee acknowledges that the Mark is the exclusive property of Licensor, and that it will not assert any claim of ownership to the Mark, or to the goodwill or reputation thereof, by virtue of Licensee's use of the Mark, or otherwise. All use of the Mark by Licensee under this Agreement shall inure solely to the benefit of Licensor. Licensee will not take any action in derogation of any of the rights of Licensor in the Marks.
8. Licensee shall not adopt or seek to register Licensor's trademarks (including, without limitation, the Mark) or any trademark, trade name, service mark or domain name with

any agency or administrative body anywhere in the world which is confusingly similar to a Licensor's trademark or any translation thereof, in any jurisdiction. Licensee further agrees that if it shall have obtained, or if it obtains in the future, in any jurisdiction, any right, title or interest in any mark, symbol, phrase or domain name which shall be identical to, similar to or likely to be confused with any Mark, or any translation thereof, then Licensee shall have acted or shall act as an agent and for the benefit of Licensor for the limited purpose of obtaining and assigning such registration (and all right, title and interest in and to such mark, symbol, phrase or domain name) to Licensor. Licensee further agrees to execute any and all instruments deemed by Licensor to be necessary to transfer such registrations or such right, title or interest to Licensor. Licensee shall not challenge, or assist others in challenging, the validity or ownership of the Mark.

9. If Licensee becomes aware of any infringement, actual or suspected, or any other unauthorized use of the Mark, it shall promptly give notice to Licensor in writing specifying the particulars of the unauthorized use. Licensor, at its sole discretion, shall take whatever action it deems advisable in connection with the unauthorized use. Licensor shall notify Licensee of whatever action is taken, or if none is taken. If Licensor decides to take action of any kind against the unauthorized use, Licensor shall have sole control of the conduct of any such action. Licensor shall bear the entire cost and expense associated with the conduct of any such action, and any recovery or compensation that may be awarded as a result of such action, including but not limited to any settlement that may be reached, shall belong to Licensor. Licensee, if requested by Licensor, shall cooperate fully with Licensor, at Licensor's expense, in the conduct of any such action. Such cooperation shall not entitle Licensee to any claim for recovery or compensation in respect thereof, and all such recovery or compensation shall belong solely to Licensor.
10. . This Agreement shall be governed by and construed in accordance with the law of the State of Minnesota, and you and we submit to the exclusive jurisdiction of the state and federal courts of Sherburne County, Minnesota for the purpose of resolving any disputes arising from this Agreement. In the event of any such dispute, the prevailing party shall be entitled to reasonable attorneys' fees and costs at trial and through all appellate levels.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly authorized, executed and delivered under the seal as of the day and year first above written.

Licensee's Name

Licensor's Name

\_\_\_\_\_

MNCTA\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Jan Donelson\_\_\_\_\_

Its: \_\_\_\_\_

Its: Executive Director\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_