

Trademark License:  
**HAPPY BIRTHDAY GIFT CARD**

THIS AGREEMENT made as of \_\_\_\_\_ between BRETT HUDSON (the collectively referred to as "Owner"), having and address of 99 SE MIZNER BLVD., BOCA RATON, FLORIDA 33432 and [ \_\_\_\_\_ ] \_\_\_\_\_ (the "Licensee") of having an address of \_\_\_\_\_.

**WHEREAS:**

- A. The Owner is the owner of the Mark "HAPPY BIRTHDAY GIFT CARD" (the "Mark"), which federal registration has been duly applied for as of the above referenced date under USPTO Serial Number 85212556 (the "Application"): and
- B. The Owner and the Licensee wish to enter into this License Agreement to set out the terms and conditions under which the Licensee may use the Mark in relation to the services (the "Services") set out in the Application.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements hereinafter contained, the sum of \$ \_\_\_\_\_ now paid by each of the parties hereto to the other and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each of the parties hereto, it is hereby agreed among the parties as follows:

**1. Authority to Use**

- 1.1 The Owner hereby authorizes, on a non-exclusive basis, the Licensee to use the Mark in the United States of America in association with the Services provided that the Services are advertised, supplied or performed by or on behalf of the Licensee in the manner and form as shall be directed by the Owner from time to time, acting reasonably.
- 1.2 From time to time, the Owner may, acting reasonably, direct the manner of use of the Mark by the Licensee, and the Licensee shall observe any and all such directions relating to the character and/or standards of quality of the Services offered by the Licensee in relation to the Mark.
- 1.3 Additional Consideration: In consideration for the authority to use the Mark, Licensee agrees to pay Owner the following consideration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **2. Character and Standards of Quality**

- 2.1 The Licensee undertakes to use the Mark only in relation to the advertisement, supply or performance of the Services and to adhere to the directions of the Owner, given from time to time.
- 2.2 The Licensee shall permit the Owner or its authorized representative at all reasonable times to inspect during the term of this Agreement the Licensee's marketing materials, marketing plans or proposals, and any and all related materials for the purposes of performing an audit of the Licensee's conformity with the standards of character and quality of service stipulated directed by the Owner.

## **3. Rights in Respect of Infringement**

- 3.1 The Owner hereby reserves to itself all rights in respect of any infringement of the Mark as shall occur after the date of this Agreement and during its term.

## **4. Duration and Termination**

- 4.1 This Agreement shall be effective as of the date hereof and shall continue until the earlier of:
  - a. \_\_\_\_\_ (Number \_\_) years from the date of this Agreement; or
  - b. termination by either party to the other upon notice to the other party that the other party has breached any of the material terms or conditions of this Agreement.

Upon termination of this Agreement, the Licensee agrees to cease using the Trade Mark in any form whatsoever, and agrees not to adopt or use any other trade mark which is confusing with the Trade mark and agrees to promptly deliver up to the Owner all pamphlets, printed material, advertising or other material which is marked with the Trade Mark.

- 4.2 The Licensee shall provide all reasonable cooperation, and shall pay the costs of pursuing any infringement arising during the term of this Agreement provided that in lieu of paying or continuing to pay such costs the Licensee may forthwith terminate this Agreement.

## **5. Ownership of Mark**

- 5.1 The Owner represents and warrants that it is and shall remain the owner of the Mark with sole and exclusive use thereof in the United States of America and that to the best of its present knowledge, information and belief the use of the Mark does not and shall not infringe upon the intellectual property rights of any person, firm or corporation. The Licensee acknowledges that at all times during the term of this Agreement and after

termination hereof, the Mark and any associated and accrued goodwill is and shall remain the exclusive property of the Owner and that use by the Licensee of the Mark is deemed to have or to have had the same effect as such a use of the Mark by the Owner. The Licensee agrees not to challenge the validity of the Mark or the ownership thereof by the Owner in anyway whatsoever. This Section shall survive the termination hereof.

## 6. General Provisions

- 6.1 This Agreement constitutes the entire agreement between the parties hereto with respect to all matters herein, and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations, warranties or promises whatsoever not incorporated herein or made a part hereof.
- 6.2 Section headings contained herein are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement.
- 6.3 This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida and the laws of the United States of America applicable therein and shall be treated, in all respects as a Florida contract.
- 6.4 Time shall be the essence hereof.
- 6.5 This Agreement is personal to the Licensee and shall not be assigned without the prior written consent of the Owner. This Agreement shall endure to the benefit of and be binding upon the respective successors and permitted assigns of each of the parties hereto.
- 6.6 The Parties agree to jurisdiction and venue in the State and Federal Courts in and for Palm Beach County for purposes of all dispute resolution.

**IN WITNESS WHEREOF** the parties hereto have duly executed and delivered this Agreement as of the date first written above.

WITNESSES:

OWNER

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

\_\_\_\_\_  
Brett Hudson

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

LICENSEE

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

\_\_\_\_\_  
Print:  
As its:

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

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