

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 201_, by and between Cribs for Kids, Inc., a non-profit organization incorporated in the Commonwealth of Pennsylvania, having offices at 5450 Second Avenue, Pittsburgh, Pennsylvania 15207 (“CRIBSFORKIDS”) and _____, a _____, having offices at _____ (“Licensee”).

WHEREAS, CRIBSFORKIDS is the owner of the service mark “CRIBS FOR KIDS”, U.S. Federal Registration No. 3,078,862 (“Licensed Mark”) and has been using the mark since at least as early as November 1998 in connection with providing informational materials that include the Licensed Mark on infant safety to the public and promoting public awareness of behaviors suitable for reducing the risk of Sudden Infant Death Syndrome and providing cribs through arrangements with CRIBSFORKIDS and with use of the Licensed Mark to low-income parents to reduce the risk of Sudden Infant Death Syndrome (“Licensed Services”); and

WHEREAS, Licensee is desirous of obtaining a license to use the Licensed Trademark for the Licensed Services in _____ (“the Territory”); Licensee appreciates that the Licensed Trademark has been coined, promoted and commercialized by CRIBSFORKIDS in ways that attach material value to it; and

WHEREAS, CRIBSFORKIDS is willing to grant Licensee a license to use the Licensed Trademark for the Licensed Services in the Territory on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and conditions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby covenant, promise and agree as follows:

1. GRANT.

1.1 Use. CRIBSFORKIDS hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Licensed Trademark in the Territory for promoting and providing the Licensed Services, on the terms and conditions set forth herein. All rights not specifically granted herein are reserved to CRIBSFORKIDS.

1.2 Restrictions on Use of Marks. Licensee shall not promote or provide or allow the promotion or provision, outside of the Territory, of any Licensed Services under the Licensed Trademark. Licensee shall make no use of the Licensed Trademark except in the form and with the graphics authorized in advance by CRIBSFORKIDS. Licensee shall for each such use feature a prominent notice and acknowledgement of the Licensed Trademark ownership and license by CRIBSFORKIDS in conjunction with all usage of the Licensed Trademark. Licensee shall also cause the symbol “®” to appear next to the Licensed Trademark if registered in the Territory and the symbol “SM” next to the Licensed Trademark if unregistered in the Territory.

1.3 No Adaptation. Licensee shall not adopt or use any mark, logo, insignia or design that is, or is likely to be, confusingly similar to or could cause deception or mistake with respect to the Licensed Trademark.

2. **TERM.** This Agreement shall commence upon execution of both parties and shall be for a one year period (the “Term”), subject to earlier termination as provided in Paragraph 8 below. If the Licensee is not in default at the end of the Term, the Term will automatically renew.

3. **OWNERSHIP.** Licensee acknowledges that CRIBSFORKIDS is the sole and exclusive owner of the entire right, title and interest (including all accompanying goodwill) in and to the Licensed Trademark.

3.1 Rights Limited to Grant. Licensee acknowledges that it shall be entitled to no rights whatsoever in the Licensed Trademark except as is specifically granted pursuant to this Agreement and then only to the extent of the express grant.

3.2 No Assertion of Invalidity. Licensee covenants not to attack the validity of the Licensed Trademark at any time, whether during or after the term of this Agreement.

4. **QUALITY CONTROL**

4.1 General. CRIBSFORKIDS shall provide to Licensee guidelines to be followed in providing the Licensed Services. Licensee agrees that all Licensed Services provided shall be in accordance with the guidelines as provided by CRIBSFORKIDS in Attachment A of this document, and shall meet high safety standards and shall be of such quality and consistency (collectively herein "Quality") to be adequate and suitable for their intended purpose, and as required by CRIBSFORKIDS. No Licensed Services shall be offered or provided by Licensee under the Licensed Trademark unless expressly approved by CRIBSFORKIDS in writing in accordance with the approval process set forth in this Agreement. Licensee agrees that the provision of all Licensed Services shall comply with all applicable legal and governmental standards and regulations, including without limitation, those applicable to safety. Under no circumstances shall Licensee promote, provide, give away or otherwise deal in Licensed Services or related printed materials under the Licensed Trademark that does not strictly comply with all quality and safety standards specified by CRIBSFORKIDS. All educational and promotional materials will be in accordance with the guidelines set for the by the American Academy of Pediatrics and the National Institutes for Child Health and Human Development.

4.2 Approval Process. Before offering, promoting or providing any Licensed Services, other than those stated in Attachment A, Licensee shall submit pre-production promotional materials and brochures and guidelines to CRIBSFORKIDS for all services Licensee wishes to offer or provide in connection with the Licensed Trademark. CRIBSFORKIDS shall have sole discretion to approve or disapprove any pre-production promotional materials and brochures and guidelines. CRIBSFORKIDS shall use its best efforts to approve or disapprove any pre-production promotional materials and brochures and guidelines within thirty (30) days following receipt of same by CRIBSFORKIDS. However, if CRIBSFORKIDS fails to approve same within thirty (30) days following receipt, the pre-production materials and brochures and guidelines shall be considered approved. Upon approval of a pre-production promotional materials and brochures and guidelines, Licensee agrees not to deviate from the Quality thereof in any way.

4.3 Printed Materials. CRIBSFORKIDS may provide to Licensee printed material for Licensee's use. Licensee shall submit to CRIBSFORKIDS for approval any and all printed materials that Licensee develops, including promotional, advertising and packaging materials bearing the Licensed Trademark. No such printed materials shall be used unless expressly approved in writing by CRIBSFORKIDS. CRIBSFORKIDS shall use its best efforts to approve or disapprove any submitted printed materials within thirty (30) days following receipt of same. If CRIBSFORKIDS does not approve or disapprove any submitted printed materials within thirty (30) days, such printed materials shall be considered approved.

4.4 Changes. If, during the term of this Agreement, there are to be any changes in the Licensed Services or any printed materials relating to the Licensed Services, Licensee must submit an outline and description of such proposed services and materials in accordance with the process established herein, and obtain CRIBSFORKIDS's written approval, before offering, promoting, providing, or marketing of such Licensed Services.

4.5 Failure to Meet Standards. If, for any reason, it should come to CRIBSFORKIDS's attention that Licensed Services are being offered, promoted or provided in a manner that does not meet CRIBSFORKIDS's Quality standards or have not been approved by CRIBSFORKIDS, CRIBSFORKIDS shall notify Licensee in writing and Licensee shall immediately cease from any further offering, promoting or providing of such unauthorized services.

5. **RESTRICTIONS ON CERTAIN TRADEMARK REGISTRATION ACTIVITY**

During the Term of the Agreement and thereafter, Licensee shall not apply for, or aid or abet others to apply for, trademark registrations in the United States or in any foreign country of any mark or design which includes the Licensed Trademark (or any variation thereof), alone or in combination, except with CRIBSFORKIDS's express prior written consent, nor shall Licensee contest CRIBSFORKIDS's rights in and to the Licensed Trademark. Without limiting the foregoing, Licensee shall not seek or aid and abet others to seek registration for marks which shall include in a composite way the Licensed Trademark or variations thereof. Licensee's goodwill and uses of the Licensed Trademark (as well as any CRIBSFORKIDS-authorized variations of the Licensed Trademark) shall inure to the benefit of CRIBSFORKIDS. Licensee shall supply to CRIBSFORKIDS, at CRIBSFORKIDS's expense, all materials, including such things as advertising copy and literature, that CRIBSFORKIDS may request for the purpose of CRIBSFORKIDS's acquiring trademark protection in connection with the Licensed Trademark licensed under this Agreement, and Licensee shall also fully and reasonably cooperate with CRIBSFORKIDS in connection with any such application for trademark protection.

6. **INFRINGEMENT** Licensee shall immediately notify CRIBSFORKIDS of the receipt of any claim that the Licensee's use of the Licensed Trademark in connection with the Licensed Services violates the rights of any third party and shall fully and reasonably cooperate with CRIBSFORKIDS in any litigation, proceeding or settlement that CRIBSFORKIDS shall deem advisable in connection with any such claim. Licensee shall have no right (or obligation) to proceed against, or to settle with, infringers of the Licensed Trademark and CRIBSFORKIDS shall have the sole control of any actions to be brought against third parties, which CRIBSFORKIDS shall be entitled to bring, or not bring, in its sole and absolute discretion. Licensee shall immediately notify CRIBSFORKIDS if it becomes aware of any infringement of the Licensed Trademarks or unfair competition with respect to the Licensed Services. In the event that CRIBSFORKIDS elects to sue the third party engaging in such conduct, Licensee shall, at CRIBSFORKIDS's sole expense, fully and reasonably cooperate.

7. **REMEDY FOR UNAUTHORIZED USE OF THE LICENSED TRADEMARK**

Licensee acknowledges that CRIBSFORKIDS has no adequate remedy under this Agreement or at law in the event that Licensee were to use the Licensed Trademark in any manner not authorized by this Agreement and that CRIBSFORKIDS would, in such circumstances, be entitled to seek injunctive or other equitable relief, including interlocutory and preliminary injunctive relief. Licensee also acknowledges that CRIBSFORKIDS's rights and remedies under this Agreement and under the law are intended to be cumulative, and not mutually exclusive.

8. **TERMINATION**

8.1 General. This Agreement shall remain in force for the Term set forth above.

8.2 Termination Upon Notice. If the Licensee shall breach any of the provisions of this Agreement and such breach shall not be promptly cured upon notice from CRIBSFORKIDS of the breach, then CRIBSFORKIDS shall have the option to terminate this Agreement.

8.3 Immediate Default. CRIBSFORKIDS may immediately terminate this Agreement by written notice to Licensee if:

(a) Licensee takes any action or omits to take any action which may cause the loss of any intellectual property rights of CRIBSFORKIDS with respect to the Licensed Trademark; or

(b) Licensee distributes or intends to distribute any merchandise through the Licensed Services which are, in the reasonable opinion of CRIBSFORKIDS, likely to cause a risk of personal injury; or

(c) Licensee engages in any other conduct or omission which is likely to cause material injury to the reputation of CRIBSFORKIDS or the value of the Licensed Trademark.

8.4 Rights on Termination. Upon termination or expiration, all rights granted hereunder shall immediately cease, and Licensee shall have no right to use the Licensed Trademark.

8.5 Termination Without Cause. Licensee shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to CRIBSFORKIDS.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter of this Agreement, and no term or provision of this Agreement shall be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, and no modification will be effective unless and until it is reduced to a writing, signed by both parties.

9.2 Choice of Law, Jurisdiction and Venue. The terms and provisions of this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, United States of America.

9.3 Mutual Warranties. The parties represent and warrant that the individuals executing this Agreement on behalf of the parties are persons with full authority to do so.

9.4 Waiver. Any failure by CRIBSFORKIDS to enforce at any time any of the provisions of this Agreement or any rights or remedies with respect thereto shall not constitute a waiver of any such provision, right, remedy or election or in any way affect the validity thereof or any other term of this Agreement. CRIBSFORKIDS's right to terminate this Agreement is in addition to any other right, remedy or election CRIBSFORKIDS may have, including the right to sue for breach without terminating.

9.5 Notice. Notice and other communications provided by this Agreement shall be in writing and shall be forwarded by facsimile transmission, confirmed by first class mail, postage prepaid, to the following addresses:

If to CRIBSFORKIDS:

Cribs for Kids, Inc.
5450 Second Avenue
Pittsburgh, PA 15207
Telephone No.: (412) 322-5680 ext. 3
Attn: Judith A. Bannon, Executive Director/Founder

If to Licensee:

Telephone No. _____

Any notice or communication provided pursuant to this paragraph shall be deemed given on the date of receipt.

10.6 Severability. If any part of this Agreement is determined by a court of lawful jurisdiction to be void, the remaining parts will not be affected.

9.7 No Sublicense. The rights granted hereunder to Licensee shall not be sublicensed or assignable without the express written permission of CRIBSFORKIDS and upon terms and conditions acceptable to CRIBSFORKIDS. CRIBSFORKIDS's rights and obligations hereunder may be assigned.

9.8 No Franchise. This Agreement is a license only and is not a franchise or a joint venture.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Cribs for Kids, Inc.

Name of Organization

By _____
(Print Name)

By _____
(Print Name)

(Signature)

(Signature)

Title _____

Title _____

Date _____

Date _____