



National Law Enforcement Officers Memorial Fund Trademark License Agreement

This License Agreement (“Agreement”) is made and entered into as of the date of signature below by and between National Law Enforcement Officers Memorial Fund, Inc. (“NLEOMF”) and _____ (“Licensee”) located at _____ .

REQUESTED TRADEMARK:	
SPECIFIC USE:	To be used solely for
COMPANY:	
CONTACT:	
PHONE NUMBER:	
SPECIFIC TIME PERIOD OF USE:	Requested Start Date: Requested End Date:
TERRITORY:	

- Grant.** NLEOMF hereby grants to Licensee a non-exclusive, revocable, nontransferable royalty-free, limited right to use the NLEOMF Requested Trademark referenced above (the “Mark”) in the Territory referenced above in connection with the Specific Use referenced above for the Specific Time Period of Use referenced above. **The Mark may not be used for any other reason not approved in writing in advance by NLEOMF.**
- Compliance with Guidelines.** Licensee’s use of the Mark shall at all times comply with the NLEOMF Logo Guidelines, as may be modified by NLEOMF from time to time. The design, layout and content of all works using the Mark pursuant to the specific use granted herein must be approved in writing in advance by NLEOMF. No other use, including online or digital use, is authorized.
- Quality Standards and Maintenance.** Licensee agrees that the nature and quality of all services rendered by Licensee in connection with the Mark shall be advertised, offered and provided in a high quality manner and consistent with the quality control standards established by NLEOMF. Licensee further agrees to cooperate with NLEOMF in facilitating NLEOMF’s control of such nature and quality, to permit reasonable inspection of Licensee’s operation, and to supply NLEOMF with specimens of all uses of the Mark upon request.
- Ownership of Mark.** Licensee acknowledges that Licensor is and shall remain the exclusive owner of the Mark, including the goodwill and reputation symbolized thereby. Licensee acknowledges that nothing contained herein shall constitute an assignment of such rights, that Licensor grants to Licensee only those license rights specifically granted under Section 1 above, and that, upon expiration or termination of its rights to use the Mark as provided herein, Licensee shall have no interest in the Mark. Any use of the Mark exceeding the scope of this Agreement is prohibited unless approved in advance in writing by Licensor. Licensee recognizes the value of the goodwill associated with the Mark and agrees and acknowledges that any goodwill in the Mark arising out of the use of the Mark by Licensee shall inure to the sole benefit of Licensor. Licensee agrees that it will not contest Licensor’s ownership of such rights, take any action in derogation of such rights, or challenge the validity of this Agreement.
- Proprietary Nature of NLEOMF’s Trademarks.** Licensee acknowledges the proprietary nature of all names, trademarks, service marks, trade dress, including without limitation word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations created, owned, controlled or cleared for use by or on behalf of and/or applied for in or registered with the U.S. Patent and Trademark Office (irrespective of the class or nature of goods or services for which an application has been made or registration issued), or any combination or derivative of same, by NLEOMF (the “NLEOMF Trademarks”). Licensee acknowledges a license from NLEOMF is required in order to use such

NLEOMF Trademarks and agrees it will make no use of any NLEOMF Trademarks without the prior written consent of NLEOMF. Licensee further acknowledges and agrees, to the extent the products and/or services noted in this Agreement incorporate a design or slogan provided or created by NLEOMF or designed by Licensee for use with NLEOMF Trademarks and which is police-themed and capable of being protected under U.S. copyright, trademark, trade dress, misappropriation, dilution or other similar laws, then unless otherwise agreed upon in writing, such design or slogan and all right, title and interest in and thereto shall be owned solely by NLEOMF, and Licensee will take all steps necessary to transfer of convey all right and title and full ownership thereof to NLEOMF.

6. **Termination or Expiration.** Without limitation of any other rights or remedies of Licensor at law or in equity, Licensor may terminate this Agreement for any material breach that is not cured within thirty (30) days of receipt of written notice specifying the nature of the breach claimed by Licensor. Upon receipt of notice of termination of this Agreement, Licensee shall immediately cease all production of goods and promotional materials bearing the Mark. Upon expiration or termination of this Agreement for any reason, all rights in and to the Mark granted to Licensee under this Agreement shall terminate and Licensee shall cease all use of the Mark.
7. **Indemnification.** Licensee shall indemnify and hold harmless and defend NLEOMF, and its affiliates, directors, managers, employees, agents and representatives from and against any and all claims, damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising out of Licensee's (a) use of the Mark for any other purpose other than the specific use listed above; or (b) Licensee's manufacture, promotion, marketing, sale, offer, provision or distribution of goods and services in connection with the Mark.
8. **Limitation of Liability.** IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE, ITS AGENTS, DEALERS OR CUSTOMERS UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) OR TORT, AND INCLUDING BUT NOT LIMITED TO LOST PROFITS OR OTHER ECONOMIC LOSS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

LICENSEE

NATIONAL LAW ENFORCEMENT OFFICERS
MEMORIAL FUND, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submit Completed Form for Consideration By NLEOMF to

National Law Enforcement Officers Memorial Fund, Inc.
Attn: Sr. Director Communications & Marketing
901 E Street, NW, Suite 100
Washington, DC 20004-2025

PERMISSION IS NOT GRANTED UNLESS AND UNTIL FORM IS SIGNED, DATED, RETURNED, AND AGREED TO BY NLEOMF BY COUNTERSIGNATURE HEREON.