



DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING

TRADEMARK LICENSE AGREEMENT WITH ROYALTY

Document No. 23

This Trademark License Agreement With Royalty ("Agreement") is entered into this ___ day of _____, 200__ ("Effective Date"), by and between LICENSOR, a _____ corporation with its principle place of business at _____, and _____ ("Licensee"), a _____ corporation with its principal place of business at _____

1. LICENSOR is the owner of the trademarks identified in Schedule A to this Agreement (collectively "Licensed Trademarks").
2. LICENSOR grants, and Licensee accepts, upon the terms set forth in this Agreement, a nonexclusive, nontransferable license, without the right to sub-license, to use the Licensed Trademarks in the United States in connection with the advertisement, promotion, manufacture and distribute of the goods identified in Schedule B to this Agreement (collectively "Products"; Products bearing any of the Licensed Trademarks collectively "Licensed Products").
3. For the rights licensed hereunder, Licensee shall pay the royalty set forth in Schedule C to this Agreement.
4. Licensee shall not make any use of any Licensed Products or Licensed Trademarks, including, but not limited to use in advertisements, promotional materials and packaging, until that use has been approved in writing by LICENSOR, which approval may be withheld in LICENSOR's unfettered discretion. All use by Licensee of any of the Licensed Trademarks will inure to LICENSOR's benefit.
5. Licensee will execute and deliver such documents as LICENSOR deems necessary to protect LICENSOR's rights in each of the Licensed Trademarks.
6. Each of the Licensed Products and uses of the Licensed Trademarks will comply in all respects with all applicable federal, state and local rules, regulation and other laws, as well as with (i) all other quality control guidelines for such goods and products and (ii) all other guidelines respecting proper and authorized use of the Licensed Trademarks which LICENSOR may issue from time to time.
7. Licensee hereby agrees (i) to use the Licensed Trademarks only as provided in this Agreement; (ii) to assign LICENSOR any copyright or trade identity right it or others may acquire as a result of the creation or use of any Licensed Products; (iii) to use on each of the Licensed Products such copyright or other notice of rights as LICENSOR may direct; (iv) not to object to or otherwise contest or dispute LICENSOR's ownership of the Licensed Trademarks, any related registrations, any other related right in any of the Licensed Trademarks (e.g., copyright in display or related trade dress), and not to assist any third party in engaging in any such acts; and (v) not to damage the reputation or commercial image of LICENSOR, or any of its products or services, in connection with the use of any of the Licensed Trademarks or Licensed Products.

8. Nothing in this Agreement grants Licensee any right, license, or permission to use LICENSOR's copyrighted materials or its trademarks, service marks or other trade identities, other than as described in Section 2 of this Agreement.

9. The rights granted under the terms of this Agreement are provided "as is" without warranties of any kind, either express or implied. LICENSOR disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or other violation of rights. LICENSOR does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise respecting, the licensed rights.

10. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, OR THE INABILITY TO USE, ANY OF THE LICENSED TRADEMARKS OR THE LICENSED PRODUCTS, EVEN IF LICENSOR OR A LICENSOR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Licensee agrees to indemnify and hold LICENSOR harmless from any and all liability, costs, fees and expenses (including attorneys' fees) for any cause of action or other claim arising from Licensee's advertisement, promotion, manufacture, distribution or use of the Licensed Products. Licensee will obtain on or before the Effective Date and carry throughout the term of this Agreement, including any renewal term, an insurance policy for LICENSOR's benefit and naming LICENSOR as an additional insured party. The insurance policy shall be in an amount and upon terms acceptable to LICENSOR, as determined in its reasonable judgment, but in any event, such policy shall be sufficient to meet Licensee's indemnification obligations hereunder.

12. The term of this Agreement is for one (1) year commencing on the Effective Date and shall be renewed automatically for a subsequent one (1) year term on the anniversary unless terminated in accordance with the terms herein. LICENSOR, during the term of this Agreement, may terminate the Agreement (i) without cause and for any reason LICENSOR desires by giving Licensee thirty (30) days notice prior thereto, or (ii) immediately upon Licensee's violation of any of the terms of the Agreement. Upon the termination of this Agreement for any reason, Licensee will permanently discontinue all use of the Licensed Trademarks, names or marks similar to the Licensed Trademarks and Licensed Products.

13. Licensee shall not assign or transfer any of its rights and obligations under this Agreement without the prior express written consent of LICENSOR, or attempt to make any such assignment or transfer.

14. This Agreement shall be construed according to the laws of the state of Illinois. Any lawsuit arising out of this Agreement must be brought in a federal or state court of competent jurisdiction located within Illinois.

15. This is the complete agreement between the parties with respect to the subject matter herein and this Agreement supersedes any previous understanding not otherwise reduced to a written contract between LICENSOR and Licensee respecting such subject matter. Any amendments, changes, waivers, discharges or releases of any provision of this Agreement shall not be valid unless in writing and signed by an authorized representative of the party against whom such amendment, change, waiver, discharge, or release is sought to be enforced.

16. All notices shall be deemed sufficient and to have been given upon receipt, if made in writing and mailed by registered mail, postage prepaid, to the parties at the respective addresses stated at the beginning of this Agreement.

17. The terms of the Agreement are confidential and shall not be revealed to any persons or entities not bound by this Agreement. In the event that in the course of a legal proceeding either party is requested to reveal the terms of this Agreement, it shall without delay notify the other party in writing and shall not comply with the request for disclosure for at least ten (10) business days subsequent to such notice, unless required to do so by law or court order.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR, INC. _____

By: _____ By: _____

Title: _____ Title: _____

Dated: _____ Dated: _____

SCHEDULE A: LICENSED TRADEMARKS

SCHEDULE B: PRODUCTS

SCHEDULE C: ROYALTY PROVISIONS

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