



LICENSE AGREEMENT FOR USE OF TRADE/SERVICE MARKS OF THE NATIONAL ASSOCIATION FOR FAMILY AND COMMUNITY EDUCATION

This License Agreement is made effective as of the _____ day of _____, in the year _____, by and between the NATIONAL ASSOCIATION FOR FAMILY AND COMMUNITY EDUCATION, a non-profit corporation organized and existing under the laws of the state of North Carolina, whose mailing address is 73 Cavalier Blvd., Suite 106, Florence, KY 41042 (hereinafter referred to as “LICENSOR” or “National FCE”) and _____ an affiliate of National FCE, whose mailing address is _____ (hereinafter referred to as “LICENSEE”) for the purpose of granting certain license rights to LICENSEE subject to the terms and conditions set forth herein.

LICENSOR is the owner of trademarks, service marks and copyrights (hereinafter called “marks” or “rights”) and registrations thereof named and described below:

- The FCE logo** _____
- The FCL logo** _____
- The FCE Seal** _____
- FCE Friends** _____
- Family Choice-TV** _____
- Professor Media** _____
- Family Choice-Media** _____

(Check those desired to be licensed to LICENSEE)

LICENSOR and LICENSEE desire to allow LICENSEE to have the right to make use of the Marks/Rights in its business to the extent that the Marks/Rights are used solely for the purposes of carrying out the ideals, goals and programs of LICENSOR and in consideration of LICENSEE’S position as an affiliate of National FCE and LICENSEE’s commitment to promote the ideals, goals and programs of LICENSOR, this License Agreement is made.

LICENSEE acknowledges the ownership of the Marks/Rights of LICENSOR, agrees that it will do nothing inconsistent with such ownership and that all use of the Marks/Rights by LICENSEE shall inure to the benefit and be on behalf of LICENSOR, and agrees to assist LICENSOR in recording this Agreement with appropriate government and business authorities. LICENSEE agrees that nothing in this License Agreement shall give LICENSEE any right, title or interest in the Marks/Rights other than the right to use the Marks/Rights in accordance with this License Agreement and LICENSEE agrees that it will not attach the title of LICENSOR to the Marks/Rights or attack the validity of this License Agreement.

LICENSEE agrees that the nature and quality of all services rendered by LICENSEE in connection with the Marks/Rights, all goods sold by LICENSEE under the Marks/Rights, and all related advertising,

promotional and other related uses of the Marks/Rights by LICENSEE shall conform to standards set by and be under the control of LICENSOR.

LICENSEE agrees to cooperate with LICENSOR in facilitating LICENSORS's control of such nature and quality, to permit reasonable inspection of LICENSEE's use of the Marks/Rights and to supply LICENSOR with specimens of all uses to the Marks/Rights upon request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approval pertaining to the sale, distribution and advertising of goods and services covered by this License Agreement.

LICENSEE agrees to use the Mark/Rights only in the form and manner and with appropriate legends as prescribed from time to time by LICENSOR and not to use another trademark or service mark or copyright in combination with any of the Marks/Rights without prior written approval of LICENSOR.

LICENSEE agrees to notify LICENSOR of any unauthorized use of the Marks/Rights by others promptly as it comes to LICENSEE's attention. LICENSOR shall have the sole right and discretion to bring infringement and unfair competition proceedings involving the Marks/Rights.

LICENSEE desires to make use of the aforementioned Marks/Rights for the purposes and in the manner stated below and LICENSOR desires to grant to LICENSEE, a license to make use of the Marks/Rights for the purposes and in the manner as stated below.

LICENSEE hereby represents that it intends to use the Marks/Rights for the following purposes :(i.e. logo to be used on cookbook.)

LICENSEE hereby represents that it intends to use the Marks/Rights in the following manner :(i.e. logo to be stamped/printed on the cover/inside of cookbook)

LICENSEE agrees that its right to use of the Marks/Rights and any profit resulting there from is subject to its representation that the Marks/Rights will be used exclusively to carry out the efforts of LICENSEE in promoting the ideals, goals and programs of the National Association for Family and Community Education ("National FCE").

LICENSOR hereby grants to LICENSEE a license to use the above Marks/Rights solely for the purposes listed in this Licenses Agreement for the period of three (3)years from this date and the License Agreement shall expire on _____ according to its own terms if not renewed by the parties.

In the event that LICENSEE ceases to be affiliated with LICENSOR at any time before the expiration of the License Agreement, this License Agreement will terminate automatically on the date that LICENSOR and LICENSEE are no longer affiliated with one another and LICENSEE will have no further rights to make use of any of the Marks/Rights as of the date that disaffiliation occurs.

LICENSOR and LICENSEE understand that in the event of a breach of this License Agreement by LICENSEE, LICENSEE shall pay to LICENSOR an amount equal to \$1000.00 as liquidated damages, per breach of this License Agreement

LICENSEE acknowledges that it shall have no right to assign, delegate, sublicense, pledge, or otherwise transfer this License or any of its rights or obligations under this License Agreement to any other party.

All notice and other communications relating to this License Agreement shall be in writing and shall be deemed to have been given, made and received only when delivered against receipt, or upon actual receipts of registered or certified mail, or other legal means, addressed as set forth below:

If to LICENSOR:

National Association for Family and Community Education
73 Cavalier Blvd, Suite 106
Florence, KY 41042-5178

If to LICENSEE:

Any renewal, modifications or amendment to this License Agreement shall be in writing signed by both parties.

LICENSOR:

LICENSEE:

By: _____
(National FCE President)

By: _____
(Person/s requesting and responsible for use)

(Print or type name)

Office/position: _____
(In LICENSEE organization)

(Print or type name)

(Revised October 2006)