

TO BE USED FOR CLOTHING AND JEWELRY ITEMS

Notice: This document has been prepared for a specific purpose and as a general guideline for preparation of similar documents. Do not use this document without consulting your own chapter legal counsel to ensure that it is suitable for its intended purpose.

LICENSE AGREEMENT

This Agreement is entered into this, ___ day of _____, _____, between Association of Legal Administrators ("Licensor") and ("Licensee").

WHEREAS, Licensor is the owner of the service mark identified in Schedule A attached hereto (the "Mark");

WHEREAS, Licensee desires to use said mark in the design of jewelry for its members; and

WHEREAS, Licensor is willing to grant to Licensee a right and license upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the undertakings, covenants and promises set forth herein, the parties hereby agree as follows:

ARTICLE 1. GRANT OF LICENSE.

1.1 For valuable consideration received, the sufficiency of which is acknowledged, Licensor hereby grants to Licensee, for the duration of this agreement and subject to the conditions, limitations and restrictions hereinafter set forth, a royalty-free, nonexclusive right and license to use the Mark in the United States of America in the Field of Use as defined herein.

1.2 For purposes of this Agreement, "Field of Use" shall be defined to mean and include jewelry.

ARTICLE 2. QUALITY CONTROL.

2.1 Licensee agrees to use the mark only on such goods as are manufactured in accordance with quality control standards established by Licensor.

2.2 Licensor shall have the right, from time to time and at all reasonable times, and upon reasonable notice, to inspect the goods in connection with which the Mark is used as well as the methods of manufacturing and packaging such goods, in order to verify appropriate quality control measures or standards as set forth in Article 2.1 are being observed. Licensee shall provide Licensor with specimen samples of any new jewelry item prior to distribution of items of that type for purposes of inspection by Licensor.

2.3 Should any of the products bearing the Mark fail to comply with the requirements of Article 2.1, Licensee, upon written notification by Licensor, shall promptly proceed to make such corrections as shall be necessary to remedy the noncompliance.

TO BE USED FOR CLOTHING AND JEWELRY ITEMS

ARTICLE 3. RECOGNITION OF OWNERSHIP.

3.1 Licensee recognizes Licensor's right, title and interest in and to the Mark. Licensee hereby agrees to render all assistance including, without limitation, the execution and delivery of all documents and the performance of such other lawful acts which may be necessary, desirable or convenient, as Licensor may direct, to enable Licensor and/or its nominees or designees to obtain registration of the Mark or any related trademarks or service marks, in order to perfect Licensor's and/or its nominees' or designees' title therein, or to enable Licensor and/or its nominees or designees to maintain trademark protection for the Mark.

3.2 Licensee shall not at any time do or cause to be done any act or thing which will in any way impair the right, title and interest of Licensor in and to the Mark. It is understood and agreed that Licensee shall not acquire and shall not claim any right, title or interest in or to the Mark adverse to Licensor by virtue of the Licensee herein granted, or through Licensee's use of the Mark or for any other reason.

ARTICLE 4. INFRINGEMENT.

In the event Licensee learns of any infringement or misuse, or any possible infringement or misuse of the mark, Licensee shall promptly notify Licensor of same. Licensee shall not institute legal proceedings against any infringer or misuser of Licensor's rights in the Mark (even in Licensee's own name) without Licensor's prior written consent. It is understood, however, that Licensor will not unreasonably withhold consent in any situation wherein continued infringement would result in injury to Licensee's business as determined by Licensee in its reasonable judgment.

ARTICLE 5. TERM AND TERMINATION.

5.1 Unless sooner terminated as provided herein, this agreement shall have a term of two (2) years from the date first above written.

5.2 Licensor may terminate this agreement in the event of a material breach or default by Licensee of any of the terms and conditions set forth herein; provided that Licensor shall first give Licensee written notice thereof and Licensee shall have ninety (90) days following receipt of such written notice within which to cure the breach or default.

5.3 This agreement shall automatically and immediately terminate in the event of the filing by Licensee of a petition of bankruptcy, or insolvency, or both, or in the event of an adjudication that Licensee is bankrupt, or insolvent, or both, or after the filing by Licensee of any petition or pleading asking for reorganization, readjustment or rearrangement of its business under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Licensee, or upon or after the making by Licensee of any assignment for the benefit of creditors, or upon or after the institution of any proceedings for the liquidation or winding-up of Licensee's business, or for the termination of its corporate charter.

TO BE USED FOR CLOTHING AND JEWELRY ITEMS

5.4 In the event of termination of this agreement, for any reason, Licensee shall immediately discontinue all use of the Mark.

ARTICLE 6. GENERAL.

6.1 This agreement supersedes all other prior promises, covenants, agreements and understandings, if any, whether oral or written, and embodies the entire understanding between the parties pertaining to the subject matter hereof. No amendment of this agreement shall be valid and binding upon the parties unless made in writing and signed by duly authorized officers or agents of both parties.

6.2 The failure of either party at any time to require performance of the other party of any provision of this agreement shall in no way affect the full right of either party to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision herein be taken or held to be a waiver of the provision itself.

6.3 This agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

6.4 The provisions of this agreement are separate and divisible, and the invalidity or unenforceability of any part or parts hereof shall not affect the validity or enforceability of any remaining part or parts hereof, all of which shall remain in full force and effect.

6.5 This agreement does not, and shall not be deemed to, make either party the agent or legal representative of the other for any purpose whatsoever. Neither party shall have the right or authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the other.

6.6 This agreement shall be binding upon and inure to the benefit of Licensee, Licensor, and their related companies, successors and permitted assigns. This License shall not be assigned by Licensee without Licensor's written consent which shall not be unreasonably delayed or withheld.

6.7 Any notice, statement or other communications hereunder shall be in writing and addressed as follows:

If to Licensor:

Association of Legal Administrators
Attn: Executive Director
75 Tri-State International, Suite 222
Lincolnshire, IL 60069-4435

Copy to:

Lord Bissell & Brook
Attn: John A. Jeffries, P.C.
1155 S. LaSalle Street
Chicago, IL 60603

TO BE USED FOR CLOTHING AND JEWELRY ITEMS

If to Licensee:

Attn: _____

6.8 Whenever the singular is used herein, the same shall include the plural, and vice versa, if the context so requires.

6.9 The headings used herein are for convenience of reference only and shall not constitute a part hereof.

6.10 This agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents on the date first above written.

Association of Legal Administrators _____

By _____ By _____

Title _____ Title _____

SCHEDULE A:

(Identify service mark here.)

Association of Legal Administrators
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Lincolnshire, IL 60069-4435
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Fax: (847) 267-1329

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