

SERVICE MARK LICENSE AGREEMENT

THIS AGREEMENT made and entered into this day of \_\_\_\_\_, by and between Lynn D. Caprarelli, an Individual, having her mailing address at Post Office Box 6336, Pine Mountain Club, CA 93222, (hereinafter referred to as LICENSOR) and, an independent Law Enforcement/Emergency Responder Wives Support Group, having its principal place of business at: \_\_\_\_\_, (hereinafter referred to as LICENSEE).

WHEREAS, LICENSOR is the owner of the service marks HIDDEN PARTNERS, the goodwill of the business associated therewith and the United States registration therefore, Application Serial Nos. 78754152, 78754213 (hereinafter referred to as the "Licensed Marks");

WHEREAS, LICENSOR has applied for the exclusive right to use, and to license others to use, the Licensed Marks; and

WHEREAS, LICENSEE desires to confirm the right to use the Licensed Marks in connection with the services of promoting the interests of wives of emergency responders (hereinafter the "Licensed Services");

NOW, THEREFORE, in consideration of Five Hundred Ninety -Five Dollars (\$595.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. LICENSOR hereby grants to LICENSEE, the non-exclusive royalty-free right and license to use the Licensed Marks for the Licensed Service. However, this AGREEMENT shall automatically terminate earlier if the LICENSEE ceases to be a duly affiliated independent chapter in good standing of the LICENSOR.

To remain in good standing, a chapter will:

- a. Be committed to the success and prosperity of its association's wives in their roles as "hidden partners."
- b. Speak honestly and use good business ethics.
- c. Be compassionate, strong, courageous, and resourceful.
- d. Not intentionally bring dishonor or negative attention to either their officers or the Department.
- e. Not entertain gossip

2. LICENSEE acknowledges that LICENSOR has the right to control the nature and quality of the services rendered under the Licensed Marks. LICENSEE further agrees that the Licensed Services rendered by it under the Licensed Marks shall be of a quality consistent with the quality heretofore employed by LICENSEE in connection with the Licensed Services and shall meet standards from time to time set forth by LICENSOR. The Licensed Marks may be used as a service mark on LICENSEE's website, letterhead, brochures, business cards, flyers, pamphlets

Page 2 Initials

and banners. It may also be used on clothing and jewelry for sale by LICENSEE only to its active membership and not to other organizations or memberships. The Licensed Marks may not be used in any books, magazines or publications, written or electronic, or on television or radio without the express written consent from LICENSOR.

3. LICENSOR reserves the right to require LICENSEE from time to time to submit samples of advertising using the Licensed Marks and to permit LICENSOR or its agent to observe the Licensed Services.

4. LICENSEE may use the mark HIDDEN PARTNERS as part of its corporate name or trade name so long as this AGREEMENT remains in effect. Upon termination of this AGREEMENT, LICENSEE agrees to discontinue all use of the Licensed Marks including any use thereof in LICENSEE'S corporate name or trade name as well as website language and design.

5. This AGREEMENT shall be subject to cancellation if at any time LICENSEE fails to make bona fide commercial use of the Licensed Marks for a period of two consecutive years unless such nonuse was excusable nonuse.

6. In the event that LICENSEE violates this AGREEMENT in any way, LICENSOR shall give written notice to LICENSEE of the violation. In the event that LICENSEE does not correct or eliminate the violation within sixty (60) days from the receipt of said notice, LICENSOR shall have the option to terminate the LICENSE granted by this AGREEMENT at the end of said sixty (60) days.

7. LICENSOR shall have the sole right to initiate any suits deemed necessary to protect the Licensed Marks. LICENSEE agrees to join such lawsuit upon request of LICENSOR at LICENSOR'S expense. In the event that LICENSEE is sued by a third party for service mark infringement by reason of the use of the Licensed Marks, LICENSOR agrees to defend any such suit against LICENSEE. LICENSEE shall have the right, but not the obligation, to be a party to and participate in any suit challenging the use of the Licensed Marks by LICENSEE.

8. The license granted by this AGREEMENT shall be freely assignable by LICENSOR, but the AGREEMENT cannot be assigned by LICENSEE except with the consent of LICENSOR.

9. In the event of a dispute as to the nature and quality of the Licensed Services, such dispute shall be referred to the American Arbitration Association for resolution in accordance with the rules of that organization. The license shall not be terminable while the dispute is pending before the American Arbitration Association on the basis of objections as to quality.

10. LICENSEE agrees that it will not represent that it has any ownership in the Licensed Marks and that all use by it of the Licensed Marks shall inure to the benefit of LICENSOR.

Page 3 Initials

11.LICENSEE agrees not to contest, or aid or abet others in contesting, the validity of the Licensed Marks.

12. For the purpose of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as set forth above in the preamble to this AGREEMENT.

13.LICENSEE understands that the license granted herein is personal to LICENSEE and is dependent upon the reputation of LICENSEE in the wives of law enforcement officers/emergency responders field. In the event of receivership or bankruptcy of LICENSEE, the license granted herein shall terminate immediately.

14.This AGREEMENT shall be construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

Lynn D. Caprarelli, Owner

Signature:\_\_\_\_\_

Law Enforcement Wives Support Group

Group Name:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Date:\_\_\_\_\_