

## **TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") is made and entered into by and between \_\_\_\_\_, a Wisconsin \_\_\_\_\_ ("Licensor") and The Appleton Group, LLC, a Wisconsin limited liability company ("Licensee"). Licensor and Licensee are sometimes collectively referred to as the "Parties." This Agreement is effective as of the last date of execution by either of the Parties.

### **Section 1 LICENSE**

1.1 Licensed Marks. Licensor represents and warrants that it is the owner of all right, title, and interest in and to the following service marks:

(the "Licensed Marks")

1.2 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive license to use the Licensed Marks in connection with Licensee's promotion of its Wisconsin Select Program (the "Licensed Services"), as well as all promotional, marketing, and advertising materials relating thereto. Licensee shall make no other use of the Licensed Marks.

1.3 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or will be construed to be an assignment of any or all of Licensor's rights in the Licensed Marks.

### **Section 2 LICENSOR'S CONTROL**

2.1 Quality Control. In order to protect and preserve Licensor's rights in the Licensed Marks, Licensee understands, acknowledges, and agrees that Licensor will have the right, at all reasonable times and with reasonable notice, to inspect the manner in which Licensee is using the Licensed Marks in connection with the Licensed Services to ensure that such use is of proper quality and is otherwise consistent with this Agreement.

### **Section 3 USE OF THE LICENSED MARKS**

3.1 Service Mark Format. Licensor will retain the sole right to modify, change, or alter the Licensed Marks. Licensee shall incorporate in an appropriate manner the <sup>SM</sup> or ® symbol in every use of the Licensed Marks, as determined and requested by Licensor.

3.2 No Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Licensed Marks or any common law rights or registrations derived from such rights.

**Section 4**  
**TERM AND TERMINATION**

4.1 Term and Termination. The term of this Agreement and of the use of the Licensed Marks in connection with the Licensed Services shall continue for twelve (12) months from the date of this Agreement. This Agreement shall automatically renew for consecutive twelve-month (12-month) periods unless Licensor provides written notice of termination to Licensee ninety (90) days prior to the expiration date. This Agreement will, however, automatically terminate in the event Licensor terminates its participation in the Wisconsin Select Program.

4.2 Effect of Termination. In the event of termination of this Agreement, Licensee shall immediately cease from using and/or displaying the Licensed Marks on its website(s) and any other electronic media. Licensor understands that upon termination of the Agreement, there may still be published written materials in use and existence that use and display the Licensed Marks. Licensee shall use all reasonable efforts to replace and update its published materials to remove the Licensed Marks as soon as possible after termination of this Agreement.

**Section 5**  
**MISCELLANEOUS**

5.1 Applicable Law. The rights and obligations of the Parties under this Agreement are subject to, and shall be construed under the internal laws of the State of Wisconsin without regard to its choice of law principles. Jurisdiction and venue shall lie in Outagamie County, Wisconsin.

5.2 Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, representations, promises, assurances, oral or written, between the Parties. No other agreements, understandings, representations, promises or assurances have been made prior to or contemporaneous with the Agreement that are not contained herein, and no such agreement, understanding, representation, promise or assurance shall be valid or binding. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the Parties.

5.3 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

5.4 Severability. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last set forth below.

LICENSOR:

LICENSEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mark Scheffler, Manager

Its: \_\_\_\_\_

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

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