



LICENSE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 200__, by and between the Department of Community and Economic Development, Commonwealth of Pennsylvania (hereinafter "Licensor") and _____, (hereinafter called "Licensee").

WHEREAS, Licensor is the owner of the trademark(s) PENNSYLVANIA WILDS, and other related marks including U.S. Registration No. 3,123,448; U.S. Application Serial Nos. 78/690,303, 78/690,296, 78/690,289, 78/690,281, 78/690,277 and all common law rights in said marks (hereinafter "Licensed Marks").

WHEREAS, Licensee is desirous of using the Licensed Marks in connection with production and marketing of _____ (hereinafter "Licensed Products").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, intending to be legally bound hereby, the parties agree as follows:

1. **GRANT OF LICENSE.** Licensor grants to Licensee a revocable, non-exclusive, non-transferable, royalty-free license to use the Licensed Marks in connection with the manufacture and/or sale of the Licensed Products solely within the United States, and Licensee accepts the License subject to the terms and conditions contained herein. The rights granted to Licensee herein shall not in any way prohibit or restrict Licensor from granting and conveying other rights under different terms to use the Licensed Marks to any other person or entity. Licensor, in its sole discretion and with thirty (30) days' advanced written notice to the Licensee, reserves the right to charge a royalty based upon Licensee's use of the Licensed Marks.
2. **PROPRIETARY RIGHTS AND GOODWILL.** Licensee acknowledges that the Licensed Marks are owned by Licensor which has the sole and exclusive right to license the Licensed Marks. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Licensed Marks other than the right to use the Licensed Marks in accordance with this License. Licensee shall not contest or otherwise challenge Licensor's rights in the Licensed Marks. Licensee agrees to include the appropriate trademark markings and notices on the Licensed Products and on all marketing or advertising materials bearing the Licensed Marks. Licensee agrees that its use of the Licensed Marks is to be strictly in accordance with Licensor's guidelines and standards and that Licensee will not make any modifications to the Licensed Marks, nor use any other mark that is similar to the Licensed Marks either separately or in conjunction with the Licensed Marks. Any goodwill arising out of Licensee's use of the Licensed Marks shall inure solely and exclusively to the benefit of Licensor.
3. **USE OF MARKS.** Subject to the restrictions outlined by Licensor, including prior approval, Licensee shall have the right to use the Licensed Marks in connection with the advertising and printed materials reasonably and directly related to Licensee's marketing of the Licensed Products, including on packaging, product literature, catalogs and any other sales and supporting materials used to promote sales of the Licensed Products. Licensee is required to advise Licensor, in advance, of any intended use of the Licensed Marks beyond the rights granted in this Agreement, including but not limited to use of the Licensed Marks on additional products or in the promotion of additional services.
4. **OWNERSHIP OF MARKS.** Licensee acknowledges the sole ownership of the Licensed Marks by Licensor, agrees that it will do nothing inconsistent with such ownership and that all use of the Licensed Marks by Licensee shall inure solely to the benefit of Licensor. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Licensed Marks other than the right to use the Licensed Marks in accordance with this License. Licensee agrees that Licensor has sole trademark right in the Licensed Marks and, that it will not attack the title of Licensor to the Licensed Marks or attack the validity of the Licensed Marks of this License.

5. **QUALITY STANDARDS.** Licensee agrees that the quality of all Licensed Products manufactured, distributed, or sold by Licensee in connection with the Licensed Marks shall compare in quality to that of the highest quality of competitive products and to quality guidelines as set by Licensor. All Licensed Products manufactured or marketed by Licensee shall in all respects conform to applicable laws and regulations, local, state and federal. Licensor shall have the right to visit Licensee's place of business at reasonable times to inspect the activity of Licensee in connection with the use of the Licensed Marks.
6. **QUALITY MAINTENANCE.** Licensee agrees to timely supply Licensor with a reasonable number of production and pre-production specimens of all Licensed Products and of all uses of the Licensed Marks. Licensee represents and warrants that it will implement and maintain a comprehensive program of quality control under Licensor's standards covering the Licensed Products, including without limitation the assurance of product safety, quality and labeling.
7. **INDEMNITY.** Licensee shall be solely responsible for any liability arising out of the design, manufacture, sale and/or distribution by Licensee of Licensed Products; and Licensee shall defend and save Licensor harmless from any claim, cost, liability, damage or expense (including attorneys fees) resulting therefrom.
8. **FORM OF USE.** Licensee agrees to use the Licensed Marks only in the form and manner as prescribed from time to time by Licensor. Licensee shall cause copies of any and all packaging, sales brochures, advertisements and other sales promotional material of any kind which includes the Licensed Marks to be sent to Licensor for approval. Licensor may refuse to approve packaging, advertising or promotional materials of any kind or nature submitted to it pursuant to this License Agreement in its sole discretion.
9. **TERM.** This License Agreement shall continue in effect through one year from the last signing date of this License Agreement, unless sooner terminated as provided for herein. This License Agreement automatically renews for an additional one year unless either party gives at least 30 days written notice that such party desires to terminate this License Agreement. In the event of termination, Licensee shall discontinue use of any and all Licensed Marks as provided in Section 11 of this Agreement.
10. **TERMINATION.** Licensor shall have the right to terminate this License Agreement upon 30 days written notice to Licensee in the event of any insolvency of Licensee, the bankruptcy of Licensee, or upon the appointment of any receiver or trustee to take possession of any or all properties of Licensee or upon the sale, merger, or upon the breach of any of the provisions hereof by Licensee. Without limiting the foregoing rights of termination, Licensor may terminate this License Agreement for convenience and without cause, with 3 months prior written notice.
11. **EFFECT OF TERMINATION.** Upon termination of the License Agreement, Licensee agrees to discontinue all marketing and sales of products bearing the Licensed Marks; Licensee shall dispose of existing inventory within a 3 month period following such termination.
12. **DEFAULT.** Licensee shall be in default hereunder for any failure to comply with any of the requirements imposed by this License Agreement, or to carry out the terms of this License Agreement. Such defaults shall include, without limitation, any of the following events: (i) if Licensee fails to maintain any of the quality control standards prescribed by Licensor in this License Agreement or otherwise in writing; (ii) Licensee breaches any of the terms, conditions or covenants contained in this License Agreement, and (iii) if Licensee engages in any business or markets any service or product under a name or mark which, in Licensor's opinion, is similar to the Licensed Marks.
13. **ENTIRE AGREEMENT.** This License Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and undertakings whether written or oral. This License Agreement may be amended or modified only by an agreement in writing signed by authorized representatives of both parties.

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- 14. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America in all matters relating to the validity, construction and enforcement thereof, without regard to conflicts of laws principles. If any part of this Agreement is held to be unenforceable or invalid, the remainder of this License Agreement shall continue in full force and effect.

- 15. **NOTICES.** All notices required hereunder shall be in writing and shall be delivered in person, by certified mail, U.S. postage prepaid, to the address first written above; or to such other address as the receiving party may have designated by at least seven (7) days written notice.

- 16. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PARTIES' PERFORMANCE UNDER OR CANCELLATION OF THIS AGREEMENT.

- 17. **VENUE.** Any suits brought by either party arising out of or related to this Agreement shall be brought exclusively in a state or federal court in Pennsylvania. Both parties waive any and all objections to the choice of said venue.

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the parties hereto on the date indicated below.

Licensor:

Commonwealth of Pennsylvania
Department of Community and Economic Development

By: _____ Date _____

Title: _____

Licensee:

By: _____ Date _____

Title: _____

Mail or E-mail to:
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Harrisburg, PA 17120-0225

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