



[www.glmmarine.com](http://www.glmmarine.com)

## LICENSE AGREEMENT

THIS AGREEMENT is effective as of \_\_\_\_\_ [date], by and between GLM Products, Inc. (hereinafter called GLM), and \_\_\_\_\_ [name of licensee] (hereinafter called USER).

GLM is the owner of the intellectual property rights (GLM Property) in products (GLM Products) designed, manufactured or sold by GLM and which bear the GLM® and/or JML® mark. USER desires to use some of the GLM Property in connection with its business. In consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

### 1. GRANT OF LICENSE

GLM grants to USER a nonexclusive, nontransferable license to use images, photographs or likenesses of the GLM Products and marks in connection with USER's goods and services, and USER accepts the license subject to the following terms and conditions.

### 2. OWNERSHIP OF MARKS

USER acknowledges the ownership in GLM of the GLM Property and agrees that it will do nothing inconsistent with such ownership and that all use of the GLM Property by USER shall inure to the benefit of GLM. USER agrees that nothing in this Agreement shall give USER any right, title or interest in the GLM Property other than the right to use the GLM Property in accordance with this Agreement. USER agrees that it will not attack the title of GLM to the GLM Property or attack the validity of this Agreement.

### 3. QUALITY

USER agrees that the nature and quality of all advertising, promotional and other related uses of the GLM Property by USER shall conform to standards set by GLM. USER agrees to cooperate with GLM in facilitating GLM's confirmation of such compliance, to permit reasonable inspection of USER's operation, and to supply GLM with specimens of all of USER's uses of the GLM Property upon request. USER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this Agreement.

### 4. FORM OF USE/DISCLAIMER

USER agrees to use the GLM Property only in the form and manner and with appropriate legends as prescribed from time to time by GLM, and not to use GLM's Property in combination with any other property without prior written approval of GLM. USER agrees not to misuse or misrepresent GLM's Property. USER agrees to have a disclaimer noting that GLM is not affiliated with USER, that GLM reserves the right to make changes to its products without notice, and that GLM assumes no responsibility for the use or misuse of information in USER's advertising or promotion materials or for any infringements of other rights of third parties which may result from use thereof. USER shall defend and indemnify GLM against any costs or loss associated with any claim by any third party based on USER's use of GLM Property.

### 5. INFRINGEMENT PROCEEDINGS

USER agrees to notify GLM of any unauthorized use of the GLM Property by others promptly as it comes to USER's attention. GLM shall have the sole right and discretion to decide whether or not to bring infringement or unfair competition proceedings involving the GLM Property.

### 6. TERMINATION

GLM shall have the right to terminate the license granted in this Agreement upon thirty (30) days' written notice to USER. Upon such termination, USER agrees to immediately discontinue all use of the GLM Property and to destroy all printed materials bearing any of the GLM Property.

### 7. ENTIRE AGREEMENT

This Agreement embodies the parties' complete understanding with respect to the terms on which USER has a license to any GLM Property. As such, this Agreement supercedes any prior or contemporaneous discussions or agreements on that subject, whether oral or in writing. This Agreement may not be modified except in a writing specifically mentioning this Agreement and signed by GLM.

### 8. FORUM

This Agreement shall be interpreted according to the laws of the State of California without giving effect to any choice of law principles, and any dispute arising under or relating to this agreement may be adjudicated by any court in Los Angeles County, California, but not by any other court.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

\_\_\_\_\_  
Signature of GLM Representative

\_\_\_\_\_  
Signature of USER

\_\_\_\_\_  
Title

705 Los Angeles Ave.  
Monrovia, CA 91016 USA  
Tele: (626) 357-0077  
Fax: (626) 357-0600  
E-mail: [info@glmmarine.com](mailto:info@glmmarine.com)