



Trademark Licensing

Designer Instructions

The Designer firm must print this contract and fill out information on these pages:

Page 2 – 1st Paragraph – date of request, legal business name and dba name, headquarter address, city, state, zip.

2nd Paragraph – name of logo(s) being requested

Page 4 – Section 2. Licensing Notice

Page 5 – Licensee information: Legal Business Name, Complete Headquarter Address, Contact Name of the person who will sign the contract, their phone, fax, email and website address

Page 8 – Sign under “Licensee”, add printed name, title, date
(NO ONE SHOULD SIGN UNDER QHF)

Page 9 – Initial the logo that you would like to use

Page 9 – fill in website address if logos will be used on a website

Fax entire contract **AND layout proof** of how logo will be used to 803.736.4731.

TRADEMARK LICENSE AGREEMENT FOR DESIGN FIRMS

THIS AGREEMENT made this ____ day of _____, 2010, ("Effective Date") between Quill Hair & Ferrule LTD, a corporation of the State of South Carolina, U.S.A., with its principal place of business at 1 Greengate Park Rd, Columbia, South Carolina 29223, U.S.A. ("QHF"), and _____, doing business as _____, a corporation organized and existing under the laws of _____, with its head office at _____ ("LICENSEE").

WITNESSETH:

WHEREAS, QHF is the owner of the _____^{®/™} trademark ("Trademark") set forth in Exhibit A;

WHEREAS, LICENSEE desires a license under the Trademark, and QHF is willing to grant the same upon the terms and conditions hereinafter recited;

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties herein, QHF and LICENSEE agree as follows:

1. **GRANTS:** QHF hereby grants to LICENSEE a nontransferable, nonassignable, revocable, non-exclusive right, without the right to sublicense, to use the Trademark, solely and only in the Field of Use set forth in Exhibit A.
 - a) **Limited License:** Nothing in this Agreement shall be construed to grant LICENSEE any rights or license to any trademark, trade name, certification mark, service mark, domain name, product name, logo, patent, technical information, or copyright of QHF other than as specified herein. All rights not specifically granted to LICENSEE are reserved to QHF.
 - b) **Use:** QHF reserves the right as owner of the Trademark to specify all aspects of use of the Trademark, including but not limited to, the manner, place, type, form, layout, design, channels of trade, channels of distribution, and media of or for such use, on or in connection with, all displays, advertising, labels, products literature, Internet sites, sales promotion materials, and all other forms of use of the Trademark. All use of the licensed Trademark shall inure to the benefit of QHF. LICENSEE shall comply with any specific trademark use rules as may be referenced in any of the Exhibits, or provided to LICENSEE, which may be amended or revised by QHF from time to time, upon written notice.
 - c) **Acknowledgment:** LICENSEE hereby acknowledges the validity of QHF's Trademark and QHF's exclusive right, title and interest in and to the Trademark. LICENSEE shall not, during the term of this Agreement, or thereafter: 1) do or permit to be

done any act or thing which prejudices, infringes or impairs the rights of QHF with respect to the Trademark; 2) except for the limited license granted hereunder, will never represent that it has any right, title, or interest in or to the Trademark or in any registration for them; 3) shall not use, register or attempt to register any trademarks, trade names, logos, domain names, metatags, meta descriptors, or electronic mail (e-mail) addresses, server names, search-engine markers, that are identical to, or confusingly similar to the Trademarks or any other trademarks, trade names or domain names of QHF or any of its subsidiaries or affiliated companies; 4) shall not do anything or produce any goods in connection with the Trademarks that damages or reflects adversely upon QHF, its subsidiaries or affiliated companies or any of their trademarks, trade names or domain names; 5) upon objection by QHF, shall forthwith desist from any use or action in relation to or in connection with the Trademarks or this Agreement; and 6) when requested by QHF, shall employ identifying symbols and/or words in connection with its use of the Trademark. LICENSEE shall cooperate with QHF in taking all appropriate measures for the protection of the Trademark, and shall faithfully observe and execute the requirements, procedures, and directions of QHF with respect to the use and protection of the Trademark.

- d) **Goodwill:** LICENSEE recognizes the value of the reputation and goodwill associated with the Trademark, acknowledges that the Trademark and any marks confusingly similar to the Trademark have acquired secondary meaning, and that all related rights and goodwill belong exclusively to QHF.
- e) **Art Work:** All art and design or lay-out work that contains, is derived from or used with the Trademark, excluding the Trademark rights and QHF's logo, shall be solely owned by LICENSEE. LICENSEE shall not obtain, attempt to obtain or claim any trademark or copyright rights over QHF's trademark included in such artwork, and upon request, LICENSEE shall assign copyrights rights to QHF.
- f) **Notification of Infringement:** LICENSEE shall notify QHF in writing of any manufacture, distribution, sale or advertisement of any product or service that may constitute an infringement upon QHF's rights or LICENSEE's authorized use of the Trademark. LICENSEE shall not commence, prosecute or institute any action or proceeding against any person, firm, or entity alleging infringement, imitation, or unauthorized use of the Trademark.
- g) **Infringement Action:** QHF shall have the sole right to determine the appropriate action to be taken against any infringement, imitation, or unauthorized use of the Trademark including having the sole discretion to settle any claims or any controversy arising out of any such claims. LICENSEE shall provide QHF with such reasonable assistance as QHF may require in obtaining any protection of QHF's rights to the Trademark at no expense to QHF. LICENSEE shall not have any rights or claim against QHF for damages or otherwise arising from any determination by QHF to act or not to act with respect to any alleged infringement, imitation or unauthorized use by others, and any such determination by QHF shall not affect the validity or enforceability of this Agreement. Any and all damages and settlements recovered arising from any action or proceeding shall belong solely and exclusively to QHF.

h) **Assignment to QHF:** Upon request, LICENSEE shall transfer to QHF any rights which accrue to LICENSEE arising from its use of the Trademark or this Agreement.

2. LICENSING NOTICE: LICENSEE shall include a notice on all printed materials that the Trademarks are licensed from QHF. The notice shall be as follows or as otherwise specified by QHF:

“ _____ is a registered Trademark of Quill Hair & Ferrule LTD / QHF or its affiliates used under license by _____.”

Example: The QHF logo is a registered Trademark of Quill Hair & Ferrule LTD or its affiliates used under license by ABC Company.

LICENSEE shall provide to QHF for approval a copy of promotional materials, advertisements, brochures, flyers, Internet web pages displays, and other materials displaying or bearing the Trademark. QHF shall provide written prior approval of all use of the Trademark. In the event QHF objects to such promotional materials, advertisements, Product labels or other materials, then LICENSEE and QHF shall mutually agree upon the use of the Trademark on such Materials.

3. CONDITIONS OF USE OF THE TRADEMARK: So that the value of the goodwill and reputation associated with the Trademarks will not be diminished, and as Design Firm in good standing with QHF LICENSEE shall have an obligation to ensure the Trademarks are used in LICENSEE’s WEBSITE expressly mentioning that they are a Design Firm and there is no endorsement by QHF nor business partnership nor is LICENSEE an affiliated or subsidiary company of QHF. LICENSEE shall submit to QHF for preapproval the pre-printed version of LICENSEE’s WEBSITE or advertisements to approve size, purpose of its use, style, manner of use as well as the client relationship mentioned herein. LICENSEE shall also comply with the Trademark Rules under Exhibit “A”.

4. NOTICES. For marketing, branding and review of use of the Trademark regarding pre-approvals of use of all first time used and revised material bearing the Trademark in all printed and electronic media, including but not limited to labels, TV ads, Internet sites, promotional material, product literature, price lists and any other advertisements LICENSEE will submit and send copies of the proposed use of the Trademark to QHF for pre-approval in compliance to the enclosed Trademark Rules under Exhibit “B” as well as to give any legal notice with respect to change of address or any other, by fax, e-mail and/or mail to the following individuals:

For QHF:

Quill Hair & Ferrule LTD

P.O. Box 23927

Columbia, SC 29224 U.S.A.

Fax: (803)736-4731

Attention: Peter Millar

E-mail: pmillar@paint-info.com

For LICENSEE:

Legal Business Name: _____

Complete Address: _____

Contact Name: _____

Phone: _____

Fax: _____

Email: _____

Website: _____

5. NO AGENCY OR PARTNERSHIP; REGISTRATION OF AGREEMENT: Nothing in the Agreement shall be construed (a) to make LICENSEE an agent of or partner with QHF, or (b) to permit LICENSEE to bind QHF in any manner. If requested by QHF, LICENSEE shall cooperate to register this Agreement with relevant governmental authorities.

6. TERM AND TERMINATION: This Agreement shall become effective upon the Effective Date and shall continue in full force until terminated by either party upon sixty (60) days' prior written notice. Such termination may be with or without cause and in the event thereof neither party shall be liable to the other for any loss, expense, liability, termination compensation or payments of any kind, including but not limited to, any investment, promotion or selling expense. Upon termination of this Agreement, LICENSEE shall immediately discontinue all use of the Trademark.

a) Termination by Default:

If in QHF's sole discretion, LICENSEE is using the Trademark in a way that reflects adversely on QHF or the Trademark; then QHF shall at its sole discretion so advise LICENSEE of its breach of this Agreement by written notice and LICENSEE shall cease and correct the objectionable practices immediately upon receipt of QHF's notice. If such objectionable practice is not corrected within thirty (30) days of such notice, then QHF shall have the right to terminate this Agreement at any time thereafter upon written notice.

7. CHOICE OF LAW: This Agreement is acknowledged to have been made in and shall be construed in accordance with the laws of the State of South Carolina, United States of America. Any actions under this Agreement shall be brought only in the state and federal courts of the City of Columbia, South Carolina, United States of America and/or the courts of LICENSEE's domicile, at QHF's sole discretion. LICENSEE hereby submits to the jurisdiction of such courts.

8. NO CONSEQUENTIAL DAMAGES, ETC.: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR ANY SIMILAR DAMAGES WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN RELATION TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRADEMARK.

9. SURVIVAL: Notwithstanding Termination of this Agreement, all provisions of this Agreement, to the extent necessary to interpret the rights and obligations of the parties prior to such termination, and/or enforce same, shall survive termination.

10. INDEMNITY: LICENSEE hereby indemnifies, defends, and holds QHF harmless from and against any and all claims, suits, obligations, causes of action, liabilities, costs, and damages (including without limitation reasonable attorney's fees and court costs, injuries to persons and damages to property, products liability claims, and claims for environmental harms) based upon, arising out of, or directly or

indirectly related to, the operations or business conducted by LICENSEE under this or related to this Agreement (including without limitation the design, testing, manufacture, sale, distribution, marketing, use, display, advertising, or promotion of Products sold or promoted in connection with any of the Trademark);. Said indemnity shall further extend to the LICENSEE's performance or nonperformance under this Agreement, including any default on the part of the LICENSEE, whether or not any such violation or failure to comply has been disclosed to QHF. This indemnity and all representations and warranties made by the Parties herein or in any instrument or document furnished in connection herewith shall survive termination of the Agreement.

11. **Confidentiality:** Unless QHF's prior, written approval is obtained, LICENSEE shall not disclose this Agreement any portions of this Agreement or any of the contents thereof, to any third party.

12. **DISCLAIMER:** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALL LICENSES IN THIS AGREEMENT, INCLUDING WITH RESPECT TO ALL TRADEMARKS AND DOMAIN NAMES, (AND THEIR VALUE AND SUFFICIENCY) ARE BEING MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE AND ARE BEING GRANTED "AS IS WHERE IS."

13. **ASSIGNMENT:** This Agreement may be assigned by QHF, in whole or in part, upon thirty (30) days advance written notice. Neither this Agreement, nor the rights and obligations herein, can be assigned or transferred by LICENSEE in whole or in part, voluntarily or involuntarily, or by operation of law (including by any merger, consideration, change of ownership or control, or other means), without the prior written consent of QHF.

14. **LEGAL OBLIGATIONS:** The parties' legal obligations under this Agreement are to be determined from the precise and literal language of this Agreement and not from the imposition of laws attempting to impose additional duties or fiduciary obligations or any other similar obligation that were not the express basis of the bargain at the time this Agreement was made.

15. **COMPLETE CONTRACT:** This Agreement contains the entire contract and understanding between the parties. There are no representations or understandings, oral or written, express or implied, that are not merged herein. This Agreement may not be modified or terminated orally. Exhibit A and Exhibit B (Trademark rules) are incorporated herein by reference and form part of this Agreement. No alleged modification, termination, or waiver shall be binding unless it is set out in writing and signed by the party against which it is sought to be enforced; and all prior agreements and/or understandings oral or written, express or implied, between the parties with respect to the subject matter hereof are hereby terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate by their duly authorized representatives as of the day and year first above written.

QUILL HAIR & FERRULE LTD

LICENSEE

By: _____

By: _____

Printed Name _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

“Trademark” shall mean: (SPECIFIC LICENSING TRADEMARK BELOW)



Requesting above Trademark _____ initial here

“Field of Use” shall mean Trademark shall be used for LICENSEE’s Internet Web Sites to depict their addition of QHF brand paints or paint products on promotional material previously approved by QHF, limited to the following URL: www._____.com, or product literature or displays depicting QHF products.

Artwork for size and color will be provided to LICENSEE for insertion into LICENSEE’s website or marketing materials upon execution of this Agreement.

Should any doubt on the size, color, placement or conditions of use arise, please contact QHF.

Territory: United States of America for product resell and advertisement purposes, global for Internet on LICENSEE’s URL mentioned above, for advertising purposes of the sales or source of supply reference only.

ROYALTY:

This Agreement is not subject to royalty payments. In lieu of royalty payments, LICENSEE shall commit to specify the use of QHF brand products.



EXHIBIT B

TRADEMARK LICENSE AGREEMENT

1) Proper Use of Trademark: LICENSEE's trade name and/or logo may be used in conjunction with the Trademark on the Internet Web Site. LICENSEE shall comply with QHF's Trademark Rules ("the RULES") and shall use the Trademark(s) only in the manner provided in the RULES that are attached hereto and form part of this Agreement. These RULES may be changed from time to time by QHF upon thirty (30) days' notice to LICENSEE.

a) Rules for Using the Trademark Correctly

RULE 1: BE DISTINCTIVE. Make the Trademark distinctive from the surrounding text each and every time. ALL CAPS or Initial Caps. Optional distinctive type styles - bold, italicize or color for the entire Trademark. However, the generic should not be made distinctive (for example, keep the generic in lower case). The ONLY approved distinctive forms for each Trademark are available from QHF.

RULE 2: SHOW REGISTRATION STATUS. Show the proper registration status each and every time the Trademark appears by using the symbol ® (referred to as the "registration symbol"). You will use "®" if the Trademark has been registered. If there is no ® on a keyboard use the code ALT 0174, as in some electronic mail systems, then use parenthesis (R). If the Licensed Mark has been registered in the licensed country but the registration has not been granted use "™". Please note that some country laws require a different designation when a trademark is not registered; please check with country Trademark Legal Counsel. TM relates to goods, SM to service marks or CM for certification marks.

RULE 3: USE CORRECT GENERICS. Use the correct generic for the Licensed Mark at least once per page. The generic is the term for the class of goods or services for which the Trademark is registered, also known by the general common name for the product. The proper generics for purposes of this Agreement are available from QHF.

RULE 4: LINK THE TRADEMARK TO QHF. In addition to using ® or (R), the following footnote must be used at least once in each document to link QHF with the trademark, and to indicate the source of origin of the goods and the manufacturer to the quality. For example: Q-COAT UC™ is a trademark of QHF.

RULE 5: AUTHORIZED USER – LICENSING NOTICE. - The authorized user of the QHF trademark must insert a note in its website, to indicate that it has a license to use the trademark granted by the owner. Therefore, the note indicating such license or authorized use should read: “ _____™ is a trademark of Quill Hair & Ferrule LTD. used under license”, or the long form: “ _____™ is a trademark of Quill Hair & Ferrule LTD used under license by (complete legal name of authorized user)”. Note that this notice should incorporate the complete legal name (the QHF Company would be incorrect), a difference from the note to link the company. (See Rule 4 here-in-above).

RULE 6: USE OF THE TRADEMARK WITH GENERIC IS PREFERRED. This strengthens recognition and the ability to defend a trademark.

RULE 7: A TRADEMARK IS AN ADJECTIVE THAT MODIFIES THE PROPER GENERIC. Trademarks are adjectives and it is acceptable to use the Trademark as an adjective to describe the correct generics and the terms "trademark" or "brand." Trademarks are not nouns, verbs or adverbs, and should never be used in that manner. Use the word “brand” in association with the trademark to strengthen the recognition of a QHF trademark. Example: QHF™ or Q-COAT TC™ brand coatings.

RULE 8: DO NOT CHANGE THE TRADEMARK. The Trademark must be used only in the exact form in which it is registered. Therefore, do not use as a possessive, hyphenate, separate or split even if at the end of a line of text. And do not make plural.

RULE 9: USE WITH SPECIFIED PRODUCTS AND SERVICES ONLY. The Trademark must only be used in connection with products and services specifically approved in writing by QHF. The Trademark must NOT be used in any manner whatsoever in connection with any other products or services.

RULE 10: DO NOT INCORPORATE A QHF TRADEMARK IN A DOMAIN NAME OR URL. As a customer of QHF products bearing a trademark you are entitled to refer to the trademark in your website as part of the product portfolio you distribute or use, **but the QHF trademark should not be used as a domain name or email address.**

2) Confidentiality: Unless QHF's prior, written approval is obtained, LICENSEE shall not disclose this agreement any portions of this Agreement or any of the contents thereof, to any third party.