

THIS AGREEMENT is made the _____ day of _____ 2004 Between _____ a corporation organised under the laws of _____ with its principal place of business at _____ (hereinafter called “the Licensor”) of the one part corporation And _____ a corporation organised under the laws of _____ with its principal place of business at _____ (hereinafter called “_____”) of the other part.

WHEREAS:-

- (i) the Licensor is the Registered Proprietor / Applicant for Registration of the trade marks _____ (hereinafter called “the Licensed Trade Marks”) as herein defined under this Agreement in _____.
- (ii) The Licensor is desirous of permitting _____ to use the _____ Licensed Trade Mark in _____ in respect of all goods for which the _____ Licensed Trade Marks are or shall be registered.
- (iii) The parties hereto have agreed upon the terms and conditions upon which _____ shall use _____ the Licensed Trade Marks and for the purpose of more specifically defining the terms and conditions upon which _____ shall use _____ the Licensed Trade Marks the parties hereto have agreed to enter into this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. INTERPRETATION:

- 1.1 “_____ Licensed Trade Marks” means that except for the _____ Trade Marks listed in Schedule _____, all Licensor’s rights from time to time in and to the trade mark _____ (and translations and transliterations thereof) and the Device Marks (whether registered or unregistered) and all trade mark registrations and applications for registration which include the word “_____” and/or any of the Device Marks (in each case whether registered or unregistered) in _____ and any goodwill associated therewith, as may be added from time to time by agreement between the parties.
- 1.2 “Device Marks” means the Device marks depicted in Schedule 1.