**TRADEMARK LICENSE AGREEMENT**

This trademark license agreement ("Agreement") is made and entered into effective as of _____ (the "Effective Date") by and between West Plains R-VII Schools, located at 305 Valley View Drive, West Plains, MO 65775, ("Licensor"), and _____ located at _____ ("Licensee").

WHEREAS, Licensor owns valuable trademark rights through its use and promotion of its ZIZZER and ZIZZERS word marks and Z DESIGN mark (hereinafter collectively referred to as “Trademarks”); and

WHEREAS, Licensee desires to use the Trademarks on _____
(name type of product(s))

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademarks in connection with the product(s) for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Trademarks in connection with the product(s) stated above. Licensee shall make no other use of the Trademarks.

2. Licensee agrees to provide an accounting to Licensor of its use and sales of goods bearing Licensor’s marks on a quarterly basis.

3. Licensee also agrees to pay Licensor 8% of the total sales of merchandise bearing Licensor’s Trademarks on a quarterly basis.

4. Both parties agree that Trademarks include the use of “ZIZZER” word mark in the singular or plural form and that the Z DESIGN mark is represented as follows:



5. Licensee acknowledges and agrees that Licensor retains all rights in the Trademarks and that nothing in this agreement shall be construed to be an assignment.

6. To allow Licensor to protect its Trademarks, Licensee will present samples of any use of the Trademarks to Licensor for approval prior to display or sale. Further, if alterations or changes are made to previously approved designs, Licensee will present those for approval prior to display or sale. Licensee agrees not to use or display any unapproved use of the Trademarks.

7. Licensee agrees that any use of the Trademarks by Licensee shall be accompanied by the “TM” symbol by each mark used until the Trademarks are registered by the United States Patent and Trademark Office, as outlined in the following paragraph.

8. Licensee acknowledges that Licensor is seeking federal trademark registration for its Trademarks. Upon notification that the Trademarks have been registered with the United States Patent and Trademark Office, Licensee agrees to use the “R” within a circle designation to show that the Trademarks are registered. Licensee will not use the “R” within the circle designation until receiving written notification from Licensor that such use is appropriate.

9. The term of this agreement shall be one (1) year from execution. However, either party may terminate the agreement early by giving written notice to the other party.

10. Licensee agrees not to take any action which would damage Licensor’s valuable rights in its Trademarks.

11. Upon notice of termination, Licensee acknowledges that all rights under the Agreement expire and Licensee will cease and desist from any further use of Licensor's Trademarks.

12. Licensor reserves the right to inspect and control the use of its Trademarks regardless of the source including, but not limited to, rights under this Agreement, under statute, and/or under common law.

13. Any waiver to exercise a right granted under this Agreement shall not constitute a waiver for subsequent violations.

14. This is the full agreement of the parties and supersedes any prior agreement of the parties. Any amendments must be made in writing, signed by both parties.

In witness of this Agreement, the parties have had their authorized representatives sign below on this _____ day of _____, 20____.

West Plains R-VII

_____

Title:_____

Licensee

_____

Title:_____