

## LICENSE AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_, 2009 by and between Writing Instrument Manufacturers Association, Inc. a not-for-profit corporation, organized and existing under the laws of the State of New York, with its principal place of business at 1701 Pennsylvania Avenue, N.W, Suite 300, Washington D.C. 20006 (hereinafter "LICENSOR"), and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the owner of the Certification Marks WIMA and DESIGN, Registration Number 1,687,369 and PMA and DESIGN, Registration Number 3,359,760, as defined under Section 45 of the Trademark Act of 1946 and issued pursuant to that Act, (hereinafter referred to as the "Certification Marks"); and has adopted and promulgated Certification Programs relating to the use of the Certification Marks, a copy of the current descriptions of which is attached as Exhibit A to this Agreement (the "Certification Programs");

WHEREAS, LICENSEE desires to use the Certification Marks on writing instrument products and components sold or otherwise distributed by it in accordance with and subject to the Certification Programs; and

WHEREAS, LICENSOR is prepared to grant to LICENSEE the non-exclusive right to use the Certification Marks, upon compliance by LICENSEE with the terms and conditions of this License Agreement and the Certification Programs.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth in LICENSOR'S Certification Programs aforesaid and the sum of \$100.00 (One Hundred Dollars) herewith paid by LICENSEE to LICENSOR, the receipt of which is hereby acknowledged by said LICENSOR, the parties agree as follows:

FIRST

LICENSOR hereby grants to LICENSEE the non-exclusive right and license to use the Certification Marks for and in connection with only those specific products and components sold in the United States of America that have been evaluated by LICENSEE'S toxicologist pursuant to the Certification Programs and that fully meet the standards set out in those Programs.

SECOND

LICENSOR will furnish LICENSEE, in writing, certification standards for the right to use the Certification Marks, and LICENSEE agrees to meet standards of quality so established by LICENSOR, whereupon LICENSOR shall be the sole judge, in the exercise of its sole discretion, of whether or not LICENSEE has met or is meeting the certification standards so established in the Certification Programs.

THIRD

Use by LICENSEE of the Certification Marks in catalogues, advertising, or in any other manner in connection with the certified products shall be subject to specific compliance with the provisions of the Certification Programs. LICENSOR shall have the right at reasonable times and upon reasonable notice to periodic inspection and copying of a representative sampling of advertising, catalogues, packages, labels and labeling used by LICENSEE which depict, refer or relate to the Certification Marks.

#### FOURTH

LICENSOR assumes no liability to LICENSEE or third parties with respect to the characteristics of the products sold by LICENSEE under the Certification Marks if such products fail to conform to the standards applicable to such products. LICENSEE will indemnify and hold harmless the LICENSOR, its members and its and their respective officers, directors and agents, from and against losses arising from or in connection with the sale or use of products and/or components of the LICENSEE earning the Certification Marks.

#### FIFTH

The right to use the Certification Mark granted by this agreement shall be for a period of one year beginning on October 1, 2009 and continuing through September 30, 2010, subject to renewal by LICENSEE for successive terms thereafter, in accordance with the provision of this Agreement and LICENSOR's certification programs then in effect. Renewal shall be effective only with respect to those products that maintain valid certification pursuant to the Certification Programs in effect as at the time of renewal

#### SIXTH

LICENSOR may terminate this Agreement and the license granted herein by giving notice in writing to LICENSEE of violation of any of the provisions of the LICENSOR's Certification Programs. In the event that LICENSEE does not undertake action that, in LICENSOR'S sole judgment and discretion, corrects or eliminates any such violation within thirty (30) days from date of receipt of said notice, the licensee shall terminate and the rights granted herein to use and display the Certification Marks shall immediately terminate at the end or said thirty (30) days.

#### SEVENTH

LICENSEE agrees to take no action that would state, represent, imply or otherwise indicate ownership of the Certification Marks in LICENSEE; that nothing herein shall give to LICENSEE any right, title, or interest in the Certification Marks excepting the right to use it in accordance with the terms of this agreement; that the Certification Marks are the sole property of LICENSOR. Upon termination of this Agreement for any reason, LICENSEE will take significant steps to cease and desist all use of the Certification Marks and will readily make all necessary changes to basic artwork containing the certification marks. LICENSEE will at no time adopt or use any word or mark which is likely to be confused with or to be confusingly similar to the Certification Marks.

#### EIGHTH

LICENSEE agrees neither to raise nor cause to be raised any questions concerning or objections to the validity of the Certification Marks nor to challenge the rights of LICENSOR thereto, on any grounds whatsoever.

#### NINTH

LICENSEE agrees to use its best efforts to notify LICENSOR of any unauthorized uses of the Certification Marks or any marks confusingly similar thereto. LICENSEE shall take no action of any kind with respect thereto except with the express written authorization of LICENSOR.

#### TENTH

The non-exclusive license herein granted shall neither be assignable nor transferrable in any manner whatsoever, nor shall the LICENSEE have the right to grant any sub-licenses with respect thereto.

WRITING INSTRUMENT MANUFACTURERS  
ASSOCIATION, INC.

By: \_\_\_\_\_

Its: Executive Director

[NAME OF LICENSEE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**Certification Programs (Attached)**