

Draft Key Protections in Trademark License

Use the following lease clause to get the right to use the tenant's trade names, trademarks, logos, and designs in your building or center's marketing material. Show this clause to your attorney before using it.

TRADEMARK LICENSE IN MARKETING MATERIALS

- a. Grant of License.** Tenant grants Landlord a nonexclusive and royalty-free license and limited right to use Tenant's trade names, trademarks, logos, and designs (the "Licensed Marks") in the printing, publication, and distribution of promotional newsletters, advertisements, marketing brochures, and other materials and on the center's website (the "Marketing Materials") by Landlord and its related entities. Landlord shall not use the Licensed Marks for any purpose other than as permitted hereunder.
- b. Tenant's Warranty.** Tenant represents and warrants that it has the right and power to grant the license granted under Paragraph a hereof and that the Licensed Marks do not infringe on the valid right of any third party.
- c. Term of License.** The term of the license granted under Paragraph a hereof shall be limited to the period commencing upon Tenant's execution of this Lease and ending upon the expiration (or earlier termination) date of the Lease Term (including any renewals or extensions thereof).
- d. Cessation of Licensed Marks Usage.** Upon the expiration or earlier revocation of the license granted under Paragraph a hereof, Landlord shall cease using the Licensed Marks for all purposes; provided, however, Landlord shall be permitted to distribute any Marketing Materials printed or ordered on or before such expiration date.