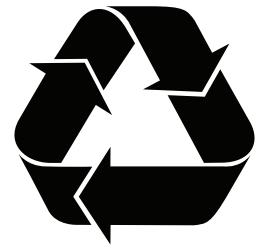


# PAPERBOARD PACKAGING RECYCLABLE LOGO LICENSING AGREEMENT



**PAPERBOARD  
PACKAGING  
RECYCLABLE™**

## **1 PARTIES:**

The Paperboard Packaging Council (PPC) is the industry association supporting suppliers, converters, and brand owners of paperboard packaging (referred to herein as “Licensor”) and

\_\_\_\_\_ (referred to herein as “Licensee”).

## **2 REPRESENTATIONS:**

- A. Licensor is the owner of all right, title, and interest in and to a United States Federal Trademark, Serial Number 88/685,660, filed on November 8, 2019 in class 16 for fiber-based packaging materials, as set forth on Exhibit A and made a part hereof (the “Licensed Trademark”).
- B. Licensee is a member of PPC and/or a supplier, converter or brand owner of paperboard packaging (the “Business”).
- C. Licensee desires to be licensed by Licensor for the use of the Licensed Trademark in connection with its Business.
- D. Licensor desires to license the use of the Licensed Trademark upon and in connection with the Business of the Licensee.

## **3 CONSIDERATION:**

The consideration for this Agreement is the promises, mutual covenants, goodwill and future dealings between the Licensee and the Licensor hereinafter set forth. This Agreement shall be deemed entered into only when executed by a duly authorized representative of Licensor and a corporate officer of Licensee.

## **4 ROYALTIES:**

This agreement is made without royalties due or attributable to the Licensee for the use of the Licensed Trademark.

## **5 TERM:**

The term of this agreement begins as of the date hereof and continues for one year, subject to ten one-year extensions to occur automatically in the event that either party does not terminate this agreement in accordance herewith.

## **6 WARRANTIES:**

- A. The Licensee warrants that it shall use the Licensed Trademark on fiber based packaging materials only in conformance with law and in furtherance of its objectives pursuant to the Business—and in complete conformance with the guidelines for use which are as suggested by the Licensor as they may change from time to time during the term of this agreement—and not in any other manner or for any other means.
- B. Licensor warrants that it is the owner of all right, title, and interest in and to the Licensed Trademark and to the best of its information believes it owns all title right, title, and interest in and to the Licensed Trademark. Licensor also warrants that it will maintain the Licensed Trademark in full force and effect for the term of this agreement.



**PAPERBOARD  
PACKAGING  
COUNCIL**



- C. Licensee agrees to indemnify, hold harmless, and defend the Licensor, its officers, directors, agents, and employees and agrees to pay any and all attorney's fees and costs incurred by Licensor relative to any claim naming Licensor irrespective of its likelihood of success on the merits including but not limited to:
  - i. Any unauthorized use of the Licensed Trademark by the Licensee or by any third party under the authority or control of the Licensee.
  - ii. Any libel or slander against—or invasion of the right of privacy, publicity, or property of, or of any other right of—any third party.
  - iii. Any claim for negligence or product liability brought against Licensee.
- D. Licensee warrants to obtain and maintain—at its sole cost and expense—commercial general standard liability insurance with appropriate coverage with the terms of the policy approved of in advance by Licensor and Licensor named as additional insured and Loss Payee.

## **7 LICENSE:**

The following grant of rights is made:

- A. Licensor hereby grants to Licensee a non-exclusive, non-divisible license to use the Licensed Trademark worldwide in connection to the Business.
- B. Licensee hereby agrees to comply with, and abide by, the guidelines and requirements of recyclable packaging materials relative to packaging that bears the Licensed Trademark, as they may change from time to time.
- C. No other right or license is granted by the Licensor to the Licensee, either expressed or implied, with respect to the Licensed Trademark or any other intellectual property rights owned, possessed, or licensed by or to the Licensor. Licensee shall not use the Licensed Trademark in any manner not specifically authorized in this agreement.
- D. Licensee may sub-license the Licensed Trademark to its customers in the normal course of business provided that the sub-licensee agrees to be bound by the same terms and conditions binding Licensee as set forth herein.

## **8 TERMINATION:**

Licensor may, at its own discretion, terminate this agreement in the event that:

- A. Licensee at any time fails to continue to use the Licensed Trademark.
- B. Licensee breaches this agreement.
- C. Licensee fails to comply with the guidelines or requirements.
- D. Licensee files a petition in bankruptcy or adjudged to bankrupt or a petition in bankruptcy is filed against the Licensee; if Licensee becomes insolvent or makes an assignment for the benefit of creditors; if Licensee discontinues its business; or if Licensee fails to use the Licensed Trademark in a proper manner as laid out in this agreement.

## **9 RIGHTS OF TERMINATION:**

Upon the expiration of the term, the extended term, or the earlier termination of this agreement:

- A. All rights granted to or created by Licensee hereunder shall automatically vest in and revert to the Licensor; Licensee shall execute any and all documents evidencing such vesting or reverting.
- B. Licensee shall, at Licensor's discretion, either deliver to Licensor or destroy all documents and materials that bear the Licensed Trademark.





## **10 LITIGATION**

Licensee shall notify Licensor of any suspected infringement by any third party of any rights of the Licensor. Such notification shall not obligate the Licensor to take any action

## **11 FORCE MAJEURE:**

It is agreed by the parties that each party shall be released from any obligations hereunder in the event that government regulations—or other causes arising out of a state of war, other national emergency, or other causes beyond the reasonable control of the party—render performances reasonably impossible.

## **12 NOTICE:**

Notices hereunder shall be given in writing and sent by registered or certified mail, return receipt requested, to the last known address of either party.

## **13 RELATIONSHIP OF PARTIES:**

No party shall hold itself out to be a partner, joint venturer, or agent of the other party.

## **14 JURISDICTION:**

- A. This contract shall be deemed entered into in the Commonwealth of Massachusetts and shall be construed and governed solely by the laws of the Commonwealth of Massachusetts with respect to contracts entered into and performed there.
- B. The parties hereto shall restrict themselves exclusively to the jurisdiction of the courts within the Commonwealth of Massachusetts for any controversy between them arising out of this agreement.

## **15 INTEGRATION AND AMENDMENT:**

This agreement embodies the entire understanding of the parties hereto and supersedes any other agreements between the parties related to the same subject matter. No amendment or modification of this agreement shall be valid and binding unless the same shall be made in writing and signed on behalf of each party by their respective officers who are duly authorized to do so.

## **16 OWNERSHIP:**

Licensee shall not contest the Licensor's ownership of the Licensed Trademark or its obligation to assign hereunder any rights it may create in said Licensed Trademark. Licensee shall not contest or impair the same. Upon termination of this agreement for whatever reason, Licensee shall, in no way, contest or impair these rights and hereby expressly acknowledges the Licensor's superior rights.

## **17 PRINTING GUIDELINES**

- A. The Licensed Trademark should be printed on the outside panel of the minor flaps of rigid boxes and folding cartons in black or dark blue ink, or in any color on the outside of the carton. However, other colors can be used if the client requests it.



