

BRENDA LEE HELD™ TRUST

c/o 130 Glenwood Avenue Glendive near 59330 MONTANA REPUBLIC, bheld1206@gmail.com 406-941-2721

From the desk of Brenda-Lee: Held, Absolute Trustee, Attorney-in-Fact, and Secured Party

TRADEMARK/SERVICEMARK LICENSE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between BRENDA LEE HELD™ TRUST of c/o 130 glenwood avenue glendive Montana REPUBLIC [near 59330], without the United States (the "Licensor") and _____ of _____ Zipcode _____ (the "Licensee").

The parties agree as follows:

Rights Granted.

Licensor hereby grants to Licensee, its successors and assigns, an exclusive, non-transferrable, royalty-free license to use the following Registered Trademark/Service mark " _____™" throughout Montana.

Licensor's Rights and Obligations.

The Licensor will continue to retain all rights of every derivative, dilution, kind, and nature in the Registered Trademark/Service mark except those specifically granted to Licensee hereunder.

Warranty and Indemnification.

a. Licensor warrants and represents that:

- 1. it holds exclusive rights to enter into this Agreement and to grant the rights granted herein
- 2. that Licensee's use of the registered mark will not violate the rights of any third party.

b. Licensor shall indemnify and hold harmless Licensee, its licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees, arising out of or in any way connected with any breach of any representative or warranty made by Licensor within.

c. Licensee shall indemnify and hold harmless Licensor, its licensees, and the respective officers, directors, agents, and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any claim that the Trademark/Service mark infringes any intellectual property rights or other rights of any third party.

Term and Termination.

This Agreement shall be effective from the date above written and shall continue for a period of 10 years, unless terminated earlier by either parties.

This Agreement shall be subject to termination at the election of Licensor, by written notice to Licensee, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensee, and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensor.

This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensor and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

General Provisions.

a. **Successors/Assigns**

This Agreement is exclusive between Licensor and Licensee. Successors and assigns are excluded from benefits, privileges, and uses of this license.

b. **Integration**

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This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

c. Governing Law: Forum

This Agreement shall be governed by the laws of the State of Montana, applicable to agreements made and to be wholly performed therein.

d. Notice

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks, and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS THEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

_____TM
130 GLENWOOD AVE
GLEN DIVE MT 59330

By: _____
Holder in Due Course and Absolute Trustee
Of registered trademark/servicemark

By: _____

Title: _____

JURAT

This jurat pertains to the previous page entitled "TRADEMARK/SERVICEMARK LICENSE AGREEMENT"

COUNTY OF _____ |

ss.

STATE OF _____ |

I, _____, a notary public do verify by my signature below, that this ____ day of _____, 20__ the wo/man known as _____ did appear before me and affirm and depose, that the foregoing asservation is true, correct, and complete, to the best of his/her knowledge and belief.

Notary Signature

printed name