

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “Agreement”) is entered into _____ (the “Effective Date”), by and between Putnam Business Association, Inc. (“Licensor”) and _____ (“Licensee”).

WHEREFORE, the parties agree as follows.

1. **Trademark.** Licensor is the owner of all right, title and interest in and to the trademarks “Discover Putnam” and Putnam Business Association, Inc. logo, copies of which are attached hereto as Exhibit A and Exhibit B (collectively “the Trademarks”) and the goodwill appertaining thereto.

2. **Grant of Trademark License.**

- 2.1 Grant of Trademark License. Subject to the terms and conditions of this Agreement, Licensor grants and Licensee accepts, for the Term (as hereinafter defined), the non-exclusive, non-transferable, revocable right to use the Trademarks. Nothing in this Agreement will be construed to prevent Licensor from granting any other licenses for the use of the Trademarks or from using the Trademarks in any businesses.

- 2.2 License Fee. Licensor hereby agrees that it allows Licensee to use its Trademarks at no additional charge as a benefit of membership in Putnam Business Association, Inc., provided that Licensee agrees to comply with the terms of this Agreement.

3. **Use of Trademarks.**

- 3.1. **Ownership.** Licensee acknowledges the validity of the Trademarks and Licensor’s sole and exclusive right, title and interest in and to the Trademarks, including Licensor’s right to register or to have registered, the Trademarks. Apart from its rights under the license agreement granted in Section 2.01, Licensee will not acquire any right, title or interest in or to the use of the Trademarks during or after the Term. Licensee will use and display the Trademarks only in a form and style which do not, and are not reasonably likely to, defame or otherwise injure Licensor. Licensee will not represent in any manner that it has any ownership of right, title or interest in or to the Trademarks other than as set forth in this Agreement. All use of the Trademarks by Licensee shall inure to the benefit of and be on behalf of Licensor.
 - 3.2. **Trademark User Policy.** Licensee may use both or one of the Trademarks, as agreed upon by the parties. To obtain permission to use the Trademarks, Licensee shall fill out an Application for Use of Trademark and state the intended use of the Trademarks. Licensor shall review the Application and either consent or deny it. Each

application and intended use of the Trademarks shall be reviewed by Licensor on a case by case basis.

4. Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and end at such time when the Licensee's specific use of the Trademarks, as stated in the Application for Use of Trademarks, has ended (the "Term"), provided that Licensee was not in breach of this Agreement.

4.2 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Licensee will immediately cease all use of the Trademarks.

4.3 Survival. Articles 3.1, 5, 6, and 8 of this Agreement shall survive the expiration or termination of this Agreement.

5. Disclaimer of Warranties; Limitation of Liability.

5.1 LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

5.2 NEITHER PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS) IN ANY WAY RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

6. Quality Control.

6.1 Quality Maintenance. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensee's operation, and to supply Licensor with specimens of all uses of the Trademarks upon request. LICENSEE SHALL NOT BE PERMITTED TO USE THE TRADEMARKS PERTAINING TO THE SALE, DISTRIBUTION AND

ADVERTISEMENT OF GOODS AND SERVICES, UNLESS SPECIFICALLY
AUTHORIZED BY LICENSOR IN WRITING.

- 6.2. Infringement. Licensee agrees to notify Licensor of any potentially unauthorized use of the Trademarks by others promptly as it comes to Licensee's attention. Licensor shall have to sole right and discretion to bring infringement or unfair competition proceeding involving the Trademarks.

7. Indemnification.

- 7.1. Hold harmless. Licensee hereby agrees to indemnify, defend, and hold Licensor harmless – and any of its officers, employees, and agents – for and from any and all claims, liabilities, judgments, costs and expenses, including court costs and attorney's fees, arising out of any action by Licensee under this Agreement.

8. Miscellaneous.

- 8.1. Licensee. Licensee shall perform this Agreement solely as a licensee and not as Licensor's independent contractor, agent or employee. Licensee has no authority to make any statement, representation or commitment of any kind or to take any action binding upon Licensor, without Licensor's prior written authorization.
- 8.2. Assignment. The Licensee's rights granted by this agreement are unique and personal to Licensee. Accordingly, Licensee shall not assign or transfer its rights or delegate its duties, without the prior written consent of Licensor.
- 8.3. Bankruptcy. This Agreement sets forth a license to intellectual property rights. To the extent permitted by law, Licensor may terminate this Agreement immediately by written notice to Licensee upon (a) the institution by Licensee of insolvency or bankruptcy proceedings or any other act of bankruptcy or proceedings for the settlement of its debts; (b) the institution of such proceedings against Licensee, which is not dismissed or otherwise resolved in his favor within ninety (90) days thereafter; or (c) Licensee making a general assignment for the benefit of creditors.
- 8.4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.
- 8.5. Attorney's Fees and Costs. The prevailing party in any dispute between the parties under this Agreement litigated through final appeal shall be entitled to reimbursement

by the other party for all attorney's fees and costs, including court costs, litigation expenses and the like.

- 8.6. Headings. Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit or construe the scope of any term or provision of this Agreement.
- 8.7. Notices. All notices or consents required or allowed hereunder, shall be sent to the parties as provided herein, in writing, and shall be deemed to have been delivered (a) immediately, if delivered personally, (b) on the third business day following if delivered by registered or certified mail, postage prepaid, return receipt requested, or (c) on the following business day if delivered by a nationally recognized overnight courier service, to the following addresses of the respective parties:

Licensor:

Putnam Business Association, Inc.
c/o Business Coordinator
P.O. Box 691
Putnam, CT 06260

Licensee:

A party may change its address listed above by notice to the other party given as set forth in this Section 8.7. For the avoidance of doubt, it shall be the Licensee's duty and obligation to formally notify the Licensor pursuant to this section of any changes to the address and other information set forth above.

- 8.8. Modification. No modification, extension or waiver of or under this Agreement shall be valid unless made in writing and signed by both the Licensor and the Licensee. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.
- 8.9. Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

- 8.10. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 8.11. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 8.12. Confidentiality. The parties agree that the terms and conditions of this Agreement are and shall remain confidential and shall not disclose the same absent legal compulsion to do so. In the event that Licensee is required to disclose any these terms and conditions under any law, regulation, or court order, Licensee shall promptly notify Licensor in writing of such requirement prior to disclosure in order to afford Licensor an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the Effective Date.

LICENSOR

LICENSEE

Putnam Business Association, Inc.

By _____
