

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into between **LICENSOR NAME**, a(n) **STATE AND TYPE OF ENTITY** (“**Licensor**”), and **LICENSEE NAME**, a(n) **STATE AND TYPE OF ENTITY** (“**Licensee**”).

RECITALS

A. Licensor is owner of the trademark **TRADEMARK NAME** in word form and in all style and design variations used to date by Licensor or its authorized licensees (the “**Mark**”); and

B. Licensee desires to license the right to use the **Mark** in connection with its business operated on the premises leased by Licensee from Licensor (“**Leased Premises**”) pursuant to that certain Farm Lease, dated _____, 20____, and as further defined in the Grant of License below.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of License.** Licensor grants to Licensee a limited, royalty-free, exclusive license, with no right to sublicense, except that should Lessee sell bulk or finished wine to a third party, Lessee may grant a limited sublicense to that third party to include the vineyard name on its label(s) as one source of fruit for a blended wine. If the third party produces a wine that is sourced only from **LICENSOR NAME** fruit, the vineyard name may not appear on that wine’s label or its promotional materials, and as may be allowed under the Grape Purchase Agreement of **GRAPE PURCHASE ENTITY**, attached hereto as **Exhibit A**, to use the **Mark** in connection with wine grapes grown on the **Leased Premises** and products produced on the **Leased Premises** or produced from wine grapes grown on the **Leased Premises**, and for related promotional and advertising materials.

2. **Quality Control.** Licensee agrees that goods or services associated with the **Mark** will be of high quality, at least equal to or better than the quality of the grapes and wine currently sold in connection with the **Mark**, and that Licensee will conduct itself in a manner so as to preserve the goodwill associated with the **Mark**, will not do anything that would damage or depreciate such goodwill, and will cooperate with Licensor in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by Licensor from time to time. Licensee shall provide copies of labels, advertising and promotional materials, and other signage or uses of the **Mark** for review by Licensor in a timely manner upon the reasonable request of Licensor.

3. **Termination.** This license will continue until the lease between Licensor and Licensee for the **Leased Premises** terminates, provided that, so long as such termination is not for Licensee’s default, to the extent Licensee has any bottled wine already labeled under this License at the time of termination, Licensee shall be allowed to sell such bottles of wine following such termination and to advertise and promote such bottles of wine in a manner not inconsistent with the practices in the wine industry and Licensee’s immediate past practices. This license may also be terminated by Licensor at any time based upon any breach of this Trademark License Agreement that is not reasonably cured 90 days after Licensee receives written notice thereof.

4. **Assignment.** This Trademark License may not be assigned or otherwise transferred without express prior written consent from Licensor.

5. Retention of Ownership. Licensee acknowledges that Licensor is the owner of the Mark and that Licensor retains all ownership rights, subject to the limited license granted pursuant to this Trademark License Agreement, and that Licensor makes no representations or warranties, express or implied, except as expressly set forth in this Agreement. All usage of the name shall inure to the benefit of Licensor. Licensor has the right, but not the obligation, to apply to register the Mark, in all forms and variations, as a trademark or service mark, as the case may be, with any or all state, federal or foreign trademark authorities as Licensor shall, in its sole discretion, determine. Licensee shall cooperate with Licensor to sign all documents, provide adequate specimens and information, and to take all steps reasonably necessary to allow Licensor to register the Mark as so determined.

6. Responsibility for Licensed Products/Services. Licensee shall be solely responsible for and assume all costs and liabilities related to: (a) the quality of the licensed products and services bearing the Mark, (b) any defect in or of licensed products (whether such defect be in materials, workmanship or design) or failure of the licensed services, (c) product liability of the licensed products, (d) conformance of licensed products/services with all applicable laws, rules, regulations and standards, including health and agricultural regulations, and (e) the promotion, sale, documentation and marketing of licensed products/services. Licensee shall be solely responsible for the payment and discharge of any taxes or duties relating to any transactions of Licensee, its subsidiaries, employees, contractors, agents or sublicensees, in connection with the manufacture, use, distribution, or sale, of licensed products or services.

7. Licensee Protection of Licensor. During the term of this Trademark License Agreement, and continuing after the expiration or termination of this Agreement, Licensee shall indemnify, reimburse, hold harmless and defend Licensor from any loss, liability, damage, cost or expense arising out of any claims or suits which may be brought or made against Licensor by reason of: (i) any breach of Licensee's covenants and undertakings hereunder; (ii) any unauthorized use of the Mark; (iii) any breach of Licensee's responsibilities or promises set forth in Section 6 hereof; (iv) Licensee's non-compliance with any applicable federal, state or local laws or with any other applicable regulations; and (v) any product liability, any alleged defect in materials or workmanship, alleged inherent dangers (whether obvious or hidden) in the licensed products or the use thereof.

8. Relationship. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.

9. Disputes. The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the state of Oregon and any disputes between the parties will be submitted to binding arbitration in **CITY, STATE**, under the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief in court pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses thereof, including attorneys' fees in connection with such proceedings or any appeal thereof.

10. Effective Date. This Trademark License Agreement will be effective on the effective date below when signed by both parties.

IN WITNESS WHEREOF, this Trademark License Agreement is intended to be effective as of this ____ day of _____, 20__.

LICENSOR:

LICENSEE:

“LICENSOR NAME”

“LICENSEE NAME”

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A

“NAME” Grape Purchase Contract

[SEE ATTACHED]