

Franchise Intellectual Property License Agreement

This Franchise Intellectual Property License Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date") by and between:

- **Licensor:** _____, with principal place of business at _____
- **Licensee:** _____, with principal place of business at _____

1. Grant of License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Intellectual Property solely in connection with the operation of the franchise located at: _____.

2. Definitions

"Intellectual Property" means all trademarks, service marks, trade names, logos, trade dress, copyrights, trade secrets, patents, and any other proprietary rights specified by the Licensor as set forth in *Exhibit A*.

3. Use of Intellectual Property

- Licensee shall use the Intellectual Property strictly in accordance with Licensor's guidelines & instructions.
- Licensee shall not alter, modify, or use the Intellectual Property in any unauthorized manner.
- All goodwill generated by the Licensee's use of the Intellectual Property shall inure to the benefit of Licensor.

4. Term and Termination

- This Agreement commences on the Effective Date and shall continue unless terminated in accordance with this section.
- Either party may terminate this Agreement by giving _____ days' prior written notice.
- Upon termination, Licensee shall immediately cease all use of the Intellectual Property.

5. Ownership

Licensee acknowledges that Licensor retains all rights, title, and interest in and to the Intellectual Property. Nothing in this Agreement shall be construed as transferring any ownership rights to Licensee.

6. Miscellaneous

- This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements.
- This Agreement shall be governed by the laws of _____.
- If any provision is found invalid, the remainder shall continue in effect.

Licensor Signature

Date: _____

Licensee Signature

Date: _____