

**2011 Best Companies to Work for in Colorado™  
TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (this “**Agreement**”), effective as of \_\_\_\_\_, 2011 (the “**Effective Date**”) is entered by and between the SHRM Colorado State Council, (“**Licensor**”) and \_\_\_\_\_, with its principal business office at \_\_\_\_\_ (“**Licensee**”).

WHEREAS, Licensor owns all right, title and interest in the trademark **2011 Best Companies to Work for in Colorado™**, including the registrations and/or applications therefor, together with the goodwill symbolized thereby (the “**Mark**”); and

WHEREAS, Licensee desires to obtain, and Licensor desires to grant to Licensee, the non-exclusive right to use the Mark for the sole purpose of identifying Licensee as having been named among the **2011 Best Companies to Work for in Colorado™** recognition recipients and not to imply an endorsement of any organization, product, or service (the “**Licensed Use**”), in the United States (the “**Territory**”), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Rights. During the term of this Agreement, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the non-exclusive right to use the Mark in the Territory solely in connection with the Licensed Use. Licensee shall not have the right to sublicense the Mark.

2. Ownership. Licensee acknowledges and agrees that, as between the parties, Licensor is the sole and exclusive owner of the Mark and the registrations and applications therefor. Licensor may, in its sole discretion, maintain or discontinue the maintenance of such applications and registrations for the Mark. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title, or interest in or to the Mark. Licensee acknowledges and agrees that the Mark and all rights therein and goodwill pertaining thereto solely and exclusively belong to Licensor and that all uses of the Mark by Licensee shall inure to the benefit of Licensor. Licensee shall not directly or indirectly attack or impair the title of Licensor to the Mark, the validity of this Agreement, or any of Licensor’s registrations or applications relating to any Mark in any jurisdiction. Licensee agrees it shall not file any state, federal, or foreign applications to register any of the Mark, in whole or in part, or any name or mark confusingly similar thereto in any jurisdiction. Licensee shall, upon request of Licensor, execute any documents that may be deemed necessary or desirable by Licensor to use the Mark in conformity with any nation’s laws, including whatever documents that may be necessary to record Licensee as a user or licensor of the Mark anywhere in the world.

3. Quality Standards.

a. General. Licensee acknowledges the importance to Licensor of its reputation and goodwill and to the public of maintaining high, uniform standards of quality with

respect to the Licensed Use of the Mark as well as related marketing and advertising materials used in connection with the Mark. Licensee warrants that the Licensed Use shall meet or exceed such quality standards as may be set by Licensor from time to time. Without limiting the foregoing, the Licensed Use shall be the same quality as, or exceed in quality, the quality of the uses in connection with which Licensor, or any predecessor of Licensor including Licensee, have used the Mark prior to the Effective Date. Licensee shall not change the nature of the Licensed Use without Licensor's prior approval. Licensee agrees that it shall provide, advertise, and promote the Licensed Use in accordance with all applicable federal, state, national, territorial and local laws, regulations, and standards.

b. Form of Use. Subject to all the terms and conditions included in this Agreement and unless explicitly restricted by Licensor, Licensee shall be permitted to use the Mark on its Web site, in printed materials, and in Web and print recruitment and branding advertising. Licensee shall affix or otherwise display the Mark in conformance with Licensor's standards and guidelines, as such may be further developed or amended from time to time, including any manuals that are established or approved by Licensor, and any other specifications as may be prescribed by Licensor to promote and foster the goodwill represented by the Mark. Licensee shall use the Mark with appropriate legends as prescribed by Licensor and shall not incorporate any other trademark or service mark with any of the Mark without prior written approval of Licensor.

4. Term and Termination. This Agreement will begin on the Effective Date and remain in effect up to and including August 31, 2012, unless it is earlier terminated by mutual agreement or as otherwise provided herein. Licensor shall have the right to terminate this Agreement at any time, upon written notice to Licensee, if Licensee fails to (1) maintain the quality of the Licensed Use in accordance with the provisions hereof; (2) follow Licensor's instructions regarding the appropriate display and use of the Mark; or (3) perform or comply with any term, condition, or standard set forth in this Agreement, and if such failure is not cured within thirty (30) days after Licensor provides written notice of such failure to Licensee. Licensor may terminate this Agreement at Licensor's option, effective immediately upon notice to Licensee from Licensor upon occurrence of any of the following: (i) The reorganization, consolidation or merger of Licensee or of another entity into Licensee, or the transfer of all or substantially all of the assets of Licensee to another entity; or (ii) Licensee becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors or initiates dissolution or liquidation proceedings. Upon the expiration or termination of this Agreement, Licensee shall cease to use the Mark in any manner and shall not thereafter use the Mark, or any other trade name or trademark comprised in whole or in part of any Mark or that is similar to any Mark. Licensee hereby acknowledges the irreparable harm that Licensor will incur from any unauthorized use of the Mark. Licensee expressly agrees that, notwithstanding any termination or expiration of this Agreement, Licensor, in addition to all other remedies, shall be entitled to seek temporary, preliminary and permanent injunctive relief to prohibit the unlawful or unauthorized use of the Mark.

5. Indemnification. Licensee shall be solely responsible for, and defend and indemnify Licensor and its officers, directors, employees and agents and hold all of them harmless from, any and all claims, demands, causes of action, damages, costs, and expenses whatsoever (including, but not limited to, reasonable attorneys' fees and product recall expenses, if any) arising directly or indirectly from or out of Licensee's breach of any

provision of this Agreement, Licensee's use of the Mark, the provision, advertising, promotion, use or misuse of the Licensed Use by Licensee or otherwise arising directly or indirectly from or out of any alleged action or omission of Licensee or its agents or customers. Licensor may, at its sole election, participate in any defense of such claims or causes of action at its own expense. Licensee agrees to keep Licensor informed regarding any such claims or causes of action. Licensee agrees it will not settle any such claims or causes of action without Licensor's prior written consent.

6. No Partnership. Nothing contained in this Agreement shall create or shall be construed as creating a partnership, joint venture, agency or employment relationship between the parties hereto. The parties agree to perform in accordance with this Agreement only as independent contractors. Neither party has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other party, and neither party may bind the other party in any manner or thing whatsoever. Neither party shall be liable, except as expressly provided otherwise in this Agreement, for any expenses, liabilities or other obligations incurred by the other party.

7. Assignment of Agreement. Licensee may not assign or transfer this Agreement, whether in whole or in part, or any of its rights, duties or obligations arising under this Agreement without the prior written consent of Licensor. Any attempted assignment without such written consent will be null and void. Licensor may automatically assign this Agreement to any success in interest without the requirement for obtaining consent to such assignment. Notwithstanding this provision, this Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

8. General Provisions. The terms and provisions of this Agreement may not be modified, supplemented or amended except in a writing signed by both parties hereto. The parties agree that this Agreement constitute the entire agreement between them with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, promises and representations, whether written or oral, between the parties with respect to the subject matter of this Agreement. Failure by either party to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision hereof is determined to be invalid or unenforceable in whole or in part. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. This Agreement shall be governed by and construed and enforced in accordance with the laws of Colorado, without regard to its conflicts of law principles. Each of the parties hereby consents to the exclusive jurisdiction of the courts of Colorado, with respect to any and all disputes relating to this Agreement.

Licensee's contact information for receiving and specifying the form and size of the Mark is as follows:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement under seal through authorized officers as of the date(s) set forth below, with effect as of the Effective Date.

**LICENSOR:**

SHRM Colorado State Council

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_