



**We Employ AMERICA**

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WE EMPLOY AMERICA

Trademark License Agreement **EXCLUSIVE TO DENTAL LABS**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, or the date last executed by the parties below ("Effective Date"), between

Support We Employ America, LLC, a Wisconsin limited liability company ("SWEA") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Licensee").

WHEREAS, SWEA has exclusive rights to the certification mark WE EMPLOY AMERICA under United States Patent and Trademark Office Reg. No. 3,071,835, SUPPORT US WITH YOUR PURCHASE under United States application Serial No. 85477245, and a logo that incorporates this mark under United States application Serial No. 85477251 (the "SWEA Marks"); and

WHEREAS, SWEA has agreed to grant Licensee a license to use the SWEA Marks in connection with certain products (defined below as "Approved Products") according to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. License. Subject to the terms of this Agreement, SWEA hereby grants to Licensee, during the term hereof, a non-exclusive, royalty-free license to use the certification mark "We Employ America™", "Support US with Your Purchase" and any logo or design approved by SWEA for use by its licensees from time to time and faithfully duplicated by Licensee. SWEA grants such rights only for the Licensee's use on:

(a) products [manufactured by the Licensee/manufactured by the Licensee's \_\_\_\_\_ division/exclusively within the Licensee's \_\_\_\_\_ product line] that consists of **100% of labor to fabricate entire restoration be produced in the United States.** (the "Approved Products");

(b) packaging for the Approved Products;

(c) price lists, catalogues and other informational materials exclusively relating to the Approved Products; and

(d) letterhead of the Licensee for any entity or operating division dealing exclusively in Approved Products.

The rights SWEA confers on Licensee by virtue of the preceding provisions of this Section 1 are hereinafter referred to as the "License." Licensee shall have no right to sublicense its rights under this Agreement. No license is granted hereunder to use the SWEA Marks for lobbying activities, or for

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any other political purpose or representation. Nothing herein shall be construed as giving Licensee any ownership of or right to use the SWEA Marks, except as expressly set forth herein; and all use of the SWEA Marks shall inure to the benefit of SWEA, and all ownership of the SWEA Marks shall be retained exclusively by SWEA.

2. Licensee use requirements. All packaging, including labels or tags, invoices, shipping cartons/container, gaylords, pricelists, catalogues, brochures, letterhead, business cards, press releases, Web site, as well as T.V., radio and print advertising for media sponsors and any materials which accompany goods for the Approved Products shall include the following qualified claim: **"100% of labor to fabricate this entire restoration is employed in America."** This qualification shall appear on all aforementioned items for the Approved Products and shall be in legible print. Licensee shall also include on all the aforementioned items for the Approved Products the following statement: "\_\_\_\_\_ (Licensee name) is certified to use the mark WE EMPLOY AMERICA™ under license from "Supply We Employ America, LLC". Company signage, letterhead, business cards and trucks exclusively representing SWEA compliant product do not require the claims and qualifications. Licensee shall have up to ninety (90) days following the Effective Date to update its packaging, price list, promotional material, and any other material bearing the SWEA Marks.

3. Web Site Links. SWEA expressly consents to the inclusion of a hyperlink from Licensee's Web pages relating to Approved Products to SWEA's home page ([www.weemployamerica.com](http://www.weemployamerica.com)). Licensee expressly consents to hyperlinks from SWEA's Web site to Web pages of Licensee relating to Approved Products.

4. License Fee. In consideration of the License, Licensee shall deliver to SWEA, upon the execution of this Agreement, a license fee of \$950.00.

5. Term and Termination. This Agreement and the License granted hereby shall commence on the Effective Date and, unless earlier terminated by SWEA, shall terminate after one year (the "Term"). SWEA may earlier terminate this Agreement at any time and for any reason, upon ten (10) days' written notice to Licensee in accordance with Section 9 below; provided that, in such event, SWEA shall refund a pro rated portion of the license fee described in Section 3, based on the portion of the original term of the License from the date of termination to the original termination date. Licensee covenants and agrees to promptly notify SWEA if, during the term of this Agreement, its operations change in a material manner so as to affect, in Licensee's reasonable opinion, the likelihood that SWEA would approve Licensee as an authorized licensee of SWEA for future years. The License may be renewed for subsequent one year terms at fifty percent (50%) of initial Membership fee (collectively "Renewal Term") upon written agreement of the parties in the form of an amendment to this Agreement.

6. Effect of Termination. Upon expiration of the Term, or upon termination of this Agreement for any reason, unless previously or contemporaneously superseded by a subsequent amendment to this

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Agreement, the License and all of Licensee's rights hereunder shall be of no further force or effect and Licensee shall cease using the SWEA Marks on any of its packaging, letterhead or informational or other materials as promptly as practicable (in order to make use of pre-printed materials) and in any event no later than ninety (90) days following the date of such termination or following the end of any Term or Renewal Term.

7. Indemnification. Licensee shall indemnify, defend and hold harmless SWEA and its affiliates and its or their directors, officers, employees and agents (the "Indemnitees") from and against all liability, damage, loss or expense (including reasonable attorneys' fees, disbursements and court costs) incurred by or imposed upon any of the Indemnitees, in connection with any claims, suits, actions, demands or judgments, arising out of any theory of liability, as a result of or arising out of Licensee's use of the SWEA Marks, any false or misleading statement used in connection with any of the Approved Products bearing the SWEA Marks, any reference to Licensee as a SWEA licensee, any violation by Licensee of this Agreement or any false or misleading statement by Licensee in any application submitted to SWEA by Licensee for approval of the License by SWEA; provided, however, that such duty to indemnify shall not apply to any liability, damage, loss or expense, to the extent finally determined by a court of competent jurisdiction to be directly attributable to the gross negligence or willful misconduct of SWEA.

8. Injunctive Relief. The parties agree that any violation of the terms of this Agreement by Licensee will result in irreparable harm to SWEA for which ordinary remedies are inadequate and that, in addition to any remedies that may be available to SWEA at law, SWEA shall be entitled to relief in equity, including such injunctive relief as a court may order.

9. Licensee's Name and Logo. By entering into this Agreement, Licensee grants SWEA a non-exclusive, paid-up, royalty-free, worldwide license, for the term of this Agreement and for ninety (90) days thereafter, to use, in all of its informational, marketing and advertising materials, and other communications, solely for the purpose of identifying Licensee as a SWEA licensee, any appropriate trademark, trade name or logo of Licensee that is used on or in connection with the Approved Products. Upon SWEA's request, Licensee will promptly provide SWEA with artwork for any such logo(s). Licensee may, upon thirty (30) days' prior notice to SWEA in accordance with Section 10 below, notify SWEA of a change in or replacement for any such logo. Licensee shall submit all such logo(s) to SWEA electronically, in 300 dpi.JPG format.

10. Notices. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission or registered or certified mail (postage prepaid and return receipt requested) to the following addresses or facsimile numbers of the parties:

W55N854 Cedar Ridge Dr. Suite 4  
Cedarburg, WI 53012  
**cell 406 250 2633**  
www.weemployamerica.com  
j.cowie@weemployamerica.com



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(a) If to SWEA, to:

Support We Employ America, LLC  
W55N854 Cedar Ridge Drive – Suite 4  
Cedarburg, WI 53012  
Attn: Jeffrey P. Cowie, President  
Facsimile 262-618-4062

(b) If to the Licensee, to:

(company name & address)

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Attn: \_\_\_\_\_

email \_\_\_\_\_

phone \_\_\_\_\_

facsimile \_\_\_\_\_

11. Entire Agreement; No Amendment or Waiver. This Agreement and the license application submitted by Licensee to SWEA, together, constitute the entire agreement between the parties regarding the subject matter hereof and thereof, and supersede all prior writings and discussions between the parties. No amendment of this Agreement shall be effective unless reduced to writing and signed by each of the parties. No waiver of the rights of any party hereto shall be effective unless such waiver is expressed in writing and signed by such party.

12. Force Majeure. Neither party shall be liable to the other under this Agreement for any delay, interruption or other failure to perform when such delay, interruption or failure is due to any cause beyond the control of the party whose performance is so affected, including, without limitation, fire, war, strike, riot, labor disturbance, emergency, disaster, act of God or other cause or circumstance that is reasonably beyond the control of such party. In the event of any such delay, interruption or

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failure, the affected party shall promptly notify the other party of the nature and anticipated duration of such force majeure.

13. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that SWEA may assign this Agreement to any party that becomes a successor to the business or assets of SWEA.

14. Governing Law; Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without the application of any principles of conflicts of laws that might direct the application of the laws of any other jurisdiction. The parties agree that any dispute arising hereunder shall be submitted to a state or federal court within the State of Wisconsin and each hereby consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, by their authorized officers, as of the date first written above.

SUPPORT WE EMPLOY AMERICA, LLC

\_\_\_\_\_  
(company name)

\_\_\_\_\_

X \_\_\_\_\_

Jeffrey P. Cowie

(print name) \_\_\_\_\_

President

(title) \_\_\_\_\_

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