

This Trademark License Agreement ("Agreement") is entered into by the Mom's Choice Awards® ("Licensor") and the individual or company identified below ("Licensee"), as follows:

Licensee Information

Name of Company

Contact Person

Street Address

City, State, Zip

Phone

Email Address

List item(s) covered by this license (item name with ISBN / UPC / Amazon ASIN / iTunes ID / URL or other identifier).

1. Subject to Licensee's compliance with the terms of this Agreement and a one-time license fee established by the Licensor, Licensor grants Licensee a limited, non-exclusive, nontransferable, royalty-free, worldwide right and license to use, and let others use, the Mom's Choice Awards marks, including the "Mom's Choice Awards Honoring Excellence" logo, as identified herein (each, and collectively, the "Marks"), on and in connection with the sale, promotion, advertising, packaging and distribution of above named item(s) created / manufactured by or on behalf of Licensee.

2. All use of the Marks shall be in strict compliance with the Mom's Choice Awards Logo Guidelines, including its attribution requirements, attached hereto and made a part of this Agreement.

3. Licensee acknowledges that the Marks are not a quality assurance seal, and shall not use the Marks in any manner that could be perceived as an endorsement or sponsorship by Licensor or its licensor, or that Licensor or its licensor tested the product that uses the Marks.

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MOM'S CHOICE AWARDS®

4. Nothing in this Agreement shall give Licensee any right, title or interest in and to the Marks. Licensee acknowledges and agrees that Licensor or its licensor are the exclusive owner of all rights, title, and interest in and to the Marks and any associated goodwill, and Licensee's use of the Marks shall exclusively inure to the benefit of Licensor or its licensor. Licensee shall not do or have done anything that could delimitate, derogate or compromise Licensor's or its licensors' rights in the Marks, including filing an application to register the Marks or any similar mark anywhere in the world.

5. Upon Licensor's reasonable request and at no cost to Licensor, Licensee will provide Licensor with any materials that include the Marks for the purpose of determining Licensee's compliance with this Agreement.



6. In the event the Marks are the subject of a claim of infringement, Licensor may revoke any part of the license herein that could relate to the alleged infringement upon written notice.

7. Licensor may terminate this Agreement (i) if Licensee fails to cure its breach of this Agreement within 10 days of notice of breach; or immediately if either (ii) Licensee acts in any manner that could injure, limit or otherwise affect Licensor or its licensor's ownership of the Marks or (iii) Licensee becomes insolvent or is the subject of a proceeding for the benefit of creditors.

8. Upon revocation or termination, Licensee will promptly stop using the Marks, however, Licensee may deplete existing inventory of Licensee's products and related marketing materials containing the Marks for not more than sixty (60) days, provided such usage is in compliance with the terms of this Agreement.

9. The Marks are provided to licensee on an "AS IS" basis. Licensor disclaims all warranties, express or implied, regarding the Marks, including the warranty of noninfringement. Licensor and its licensors shall not be liable for any special, incidental, or consequential damages arising or related to licensee's use of the Marks, or termination of this agreement, even if advised of their possibility, or be liable for a total amount in excess of \$50 relating to this agreement.

10. Licensee shall promptly notify Licensor if it becomes aware of any use of the Marks less restrictive than prescribed herein.

11. Licensee is fully responsible for its use of the Marks, and any loss or liability incurred by Licensor or its licensor because of Licensee's use of the Marks or manufacture, sale or distribution of Licensee's products that use the Marks.

12. Licensor and its licensor reserve all rights to, or not to, control, commence, prosecute or defend any action or claim concerning the Marks.

13. Any notice required under this Agreement will be deemed given: (i) when delivered personally or (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All communications will be sent to the Licensee's physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Licensor in writing of any change in Licensee's address. Communications to Licensor will be sent to:

Mom's Choice Awards | 732 Eden Way N | #542 Suite E | Chesapeake, VA 23320 | licensing@momschoiceawards.com | Fax 757.410.9409 | MomsChoiceAwards.com

14. This Agreement will be governed by and construed in accordance with the laws of the United States and the Commonwealth of Virginia without regard to conflicts of law principles. The parties hereby submit to the jurisdiction of, and waive any venue objections to, the United States District Court for the Commonwealth of Virginia in any proceeding arising out of this Agreement. If a term of this Agreement is held invalid, all remaining terms will remain in full force and effect and the invalid term shall be replaced with a valid term that best reflects the commercial intent of the parties.

15. The terms of this Agreement are the entire and final understanding between Licensee and Licensor concerning the Marks, and any modification of its terms must be in a writing signed by both parties and referencing this Agreement. The nature of the relationship between the parties is solely that of licensor and licensee.

16. I, having full authority on behalf of Licensee to enter into this license, have read and agree to its terms, and will complete, sign and return to the Mom's Choice Awards License Administrator by scan / email to licensing@momschoiceawards.com or by fax to 757.410.9409.

Signature

Name (Print)



Date

Title

For More Information:

Mom's Choice Awards

757.410.9409

licensing@momschoiceawards.com

Mom's Choice Awards
Logo Guidelines | Tier 2-1
 061514

Overview

These guidelines show the correct treatment of the Mom's Choice Awards® logo on visual communication applications such as packaging, print collateral, manuals, websites and environments. The logo shown here replaces all previously distributed versions.

The Mom's Choice Awards® Logo

The mother and child logo is widely recognized as the reliable symbol representing the best in family-friendly media product and services.

Color And Grayscale

The logo can be printed using PANTONE® colors, four-color process colors, or in grayscale as shown.

Simulated Embossment

Two simulated embossed versions of the logo can be used to identify the affiliation. These are one-toned logos and are to be used in either gold or silver as long as the legibility of the logos is not diminished, is easily recognized and has good readability.

Using The Mom's Choice Awards® Artwork

Always reproduce the complete logo from the electronic artwork provided as is, and always enlarge and reduce its entirety in absolute proportion. Any form of logo alteration in part or in whole is strictly prohibited. Rotation, animation, skewing, or three-dimensional rendering is also strictly prohibited. Do not use any part of the logo as a decorative illustration, graphic element, background or pattern. Do not translate or localize the logo, and do not add words or version numbers to it.

Minimum Sizes

The minimum height for the color and grayscale Mom's Choice Awards logos is 0.75 inches. The minimum height for the simulated embossment Mom's Choice Awards logos is 1.00 inches. When the logo is used in conjunction with a third-party company or product identity, the logo must be clearly subordinate in both size and placement to the primary company or product identity.

Minimum Clear Space

Clear, open space is an integral part of the logo. Do not place graphics, type, photographs, or illustrations inside the minimum clear space area surrounding the logo. The minimum clear space area for the logo is equal to one-half its width when used at a small scale in context to the designed piece.

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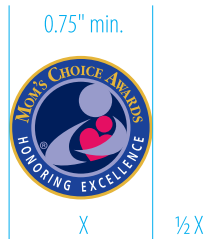


Color

- Pantone: 7407 | CMYK: 0, 22, 85, 11 | RGB: 229, 181, 58
- Pantone: 2738 | CMYK: 100, 87, 0, 2 | RGB: 27, 66, 152
- Pantone: 2738 @ 40% | CMYK: 40, 35, 0, 1 | RGB: 151, 155, 203
- Pantone: 5255 | CMYK: 100, 80, 0, 55 | RGB: 0, 33, 91
- Pantone: 206 | CMYK: 0, 100, 38, 3 | RGB: 228, 14, 98
- Pantone: N/A | CMYK: 0, 0, 0, 0 | RGB: 255, 255, 255

Grayscale

- 0% Black | CMYK: 0, 0, 0, 0 | RGB: 255, 255, 255
- 30% Black | CMYK: 0, 0, 0, 30 | RGB: 179, 179, 179
- 84% Black | CMYK: 0, 0, 0, 72 | RGB: 41, 41, 41
- 100% Black | CMYK: 0, 0, 0, 100 | RGB: 0, 0, 0



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Packaging, Print Collateral, Manuals

The logo needs to be printed in an area strategically designated for this affiliated messaging. The logo can appear on grayscale, color fields, illustrative, and photographic images as long as the legibility of the logo is not diminished, is easily recognized and has good readability .

Trademark And Credit Lines

In printed materials, place a registered trademark symbol (®) immediately following the first mention of the Mom's Choice Awards trademark (name) in text. Do not use a trademark symbol with the Mom's Choice Awards trademark more than once in a communication. Always include the appropriate credit line in legal notices when using the Mom's Choice Awards logo: The Mom's Choice Awards Honoring Excellence logo is a trademark of the Mom's Choice Awards.

For More Information:
Mom's Choice Awards
757.410.9409 ext 712
licensing@momschoiceawards.com

