

NON-EXCLUSIVE LIMITED LICENSE AGREEMENT

Date: _____

Licensor: Honor Flight, Inc.

Licensee:

Contact: Marion Watkins, CEO

Address: 1405 South Fern Street
Arlington, VA 22202

Phone: (937)521-2400

Email: mwatkins@honorflight.org

Licensed IP: HONOR FLIGHT NETWORK logo copyright and trademark
HONOR FLIGHT trademark

Term: From DATE to DATE, Until EVENT/CIRCUMSTANCES, During EVENT

Specific Purpose: Detail the type of use requested. If a proposed use is submitted with the request (e.g., a layout of a t-shirt design), attached it an label it as "Attachment A"

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, it is mutually agreed as follows:

Licensor hereby grants to Licensee a non-exclusive license to use the Licensed IP in the United States and its Territories for the Specific Purpose and Term, and subject to any other limitations contained in this document.

The license granted by Licensor is valid only with Licensor’s prior written approval of the final form of the Licensed IP used in furtherance of the Specific Purpose. Written approval may be obtained by electronic means. Licensee need not obtain such written permission if the final form of the Licensed IP used by Licensee does not appreciably depart from any previously approved forms attached hereto.

Notwithstanding any other provision herein, Licensor retains full authority to terminate this license if it determines at its sole discretion that any use of the Licensed IP by the Licensee appreciably departs from the conditions of this license or may harm Licensor’s reputation. Licensee acknowledges that its failure to cease all use of the Licensed IP at the termination or expiration of this license will result in immediate and irreparable damage to Licensor for which there is no adequate remedy at law, thereby entitling Licensor to

Signed Date

By

Signed Date

By Marion Watkins, CEO

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injunctive relief.

The parties agree that all right, title and interest in the Licensed IP shall remain with Licensor, and the rights granted under this license are not transferrable or assignable and may not be sublicensed to any other party without further written permission from Licensor.

Signed Date

By

Signed Date

By Marion Watkins, CEO

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This license agreement shall be governed by the laws of the State of Virginia. All disputes related to this license agreement will be brought exclusively in the state and federal courts located in Ohio, and the parties expressly consent to such exclusive jurisdiction and service of process.

Signed Date

By

Signed Date

Marion Watkins, CEO

By