



*Home Plate looks forward to this engagement and truly believes your goals align with our company's values and mission of providing the highest quality in culinary services. Home Plate is proud to allow you to use its intellectual property to showcase your skills and further the incredible reputation associated with this company.*

This **Intellectual Property Licensing Agreement** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Polly Talbott's A la Carte LLC, a limited liability company located at 192 Tottenham Road, Lynbrook, NY US 11563 (herein referred to as "Licensor") and

<b>Name:</b>		
<b>Address:</b>		<b>Apartment/Unit:</b>
<b>City:</b>	<b>State:</b>	<b>ZIP Code:</b>
<b>Phone:</b>		<b>Email:</b>

**(herein referred to as "Licensee")**

(Licensor and Licensee are occasionally referred to collectively as the "Parties.")

**WHEREAS**, Licensor solely owns (1) the wordmark "Home Plate" under United States Patent Trademark Office ("USPTO") Serial Number 99135104; (2) the common law trademark rights of Home Plate <sup>TM</sup>; (3) all copyrightable material protecting the logo; all copyrightable material comprising the organizational instructions forms, guidelines and recipes; and (5) education services tutoring in the fields of culinary teaching preparation as well as all trade secrets and any other intellectual property, whether registered or unregistered which is owned by the Licensor is collectively referred to as the "Intellectual Property." Licensor wishes to license to Licensee the right to the Intellectual Property in accordance with the terms set forth in this Agreement.

## **1. NON-EXCLUSIVE GRANT OF LICENSE AND WORK PRODUCT OWNERSHIP.**

Licensor hereby grants to Licensee a non-exclusive license to use the Intellectual Property in association with Licensee's user subscription with Home Plate during the term set forth in Section 2. below. All images, technology and content provided for Licensee's use is and shall remain the sole property of Licensor and no part thereof shall be deemed assigned or licensed to Licensee except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights and applications, trade names and service marks related to Licensor shall remain Licensor's sole property, including rights in and to any derivatives thereof. Licensee may not modify the trademarks, banners, the content, or any of the images provided to Licensee in any way. Licensee acknowledges Licensor's ownership and exclusive right to the goodwill arising as a result of the use of the Intellectual Property. Any copyrightable works, ideas, trademarks discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Licensee which uses the Licensor's Intellectual Property will be the exclusive property of the Licensor. Upon request,

Licensee will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of the Work Product to the Licensor. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent.

**2. TERM** This Agreement is effective as of the effective start of the Licensee's commencement of the tier subscription services with Home Plate and will continue in effect on a Licensed basis until said subscription ends unless terminated in accordance with this Agreement. Termination by Licensor. Licensor may terminate this Agreement on written notice to Licensee if Licensee materially breaches this Agreement or fails to pay Licensor any amount due under its Subscription Agreement with Home Plate and fails to cure such breach within 7 days after receiving written notice thereof.

**3. INDEMNIFICATION AND WARRANTY** Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates against all losses, damages, liabilities, costs (including reasonable attorneys' fees) resulting from any improper use of the Intellectual Property. Licensee acknowledges that: (a) Licensor is providing Intellectual Property to Licensor on an "as is" basis without warranty of any kind; (b) Owner has not prepared or modified the Intellectual Property to meet any specific requirements or specifications of the Licensee; (c) Owner makes no representations or warranties as to value, use, sale or other exploitation of the Intellectual Property by the Licensor or any third party

**4. NOTICE** All notices, requests, demands, and other communications given or made under this Agreement shall be in writing and shall be deemed to have been duly given on the first day after sending to the Party to whom notice is to be given, by email properly addressed to the applicable Party's email address set forth above in this Agreement.

**5. GENERAL TERMS** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. Licensee shall comply with all applicable laws and regulations. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. This Agreement shall be governed by the laws of the State of New York. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Agreement must be delivered in a .pdf format.

**Licensor:**

By: Polly Talbott

Date: \_\_\_\_\_

Name: Polly Talbott

Title: Owner

Polly Talbott's A la Carte LLC

**Licensee:**

By: \_\_\_\_\_

Date: \_\_\_\_\_