

ASSOCIATION OF ATTORNEY-MEDIATORS



License of Service Mark and Logo



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Licensee agrees that the service mark and logo shall be displayed only in such form and manner as shall be specifically approved by AAM prior to use thereof. Any other designs for the service mark and logo desired to be used by Licensee must be first submitted to AAM for its written approval and such approval will be granted in the sole discretion of AAM. Licensee agrees to submit to AAM samples of any and all materials bearing the service mark and logo in order that AAM may be assured that the provisions of this License are being fulfilled.

Licensee acknowledges that it shall not acquire any rights of any nature in the service mark and logo as a result of Licensee’s use thereof. All rights in the service mark and logo other than those specifically granted herein are reserved to AAM for its benefit. All use of the service mark and logo by Licensee shall inure to the benefit of AAM and shall not give Licensee any right, title or interest in the service mark and logo.

Licensee shall at no time use, authorize the use of, or seek to register any trademarks, trade names, or other

designations identical with or confusingly or colorably similar to the service mark and logo of AAM.

Licensee recognizes the great value of the publicity and goodwill associated with the service mark and logo and acknowledges that such goodwill associated with the service mark and logo belongs exclusively to AAM and that service mark and logo have acquired a secondary meaning in the mind of the purchasing public.

Licensee shall not at any time, directly or indirectly attack the title to or any rights of AAM in and to the service mark and logo or attack the validity of this License.

Licensee may not assign or transfer to a third party, or otherwise dispose of its rights and obligations under this License, in whole or in part, without the prior written consent of AAM, in its sole discretion.

Licensee shall distribute and sell mediation services in an ethical manner, in compliance with the standards set by AAM from time to time, and in accordance with the provisions and the intent of this License, and shall not engage in unfair or anti-competitive practices.

Licensee shall perform services in accordance with all applicable international, national, federal, state and local laws, treaties, and government orders and regulations. The services rendered by Licensee shall be of a high standard and shall in no manner reflect adversely upon AAM or the service mark and logo.

Either AAM or Licensee may terminate this Agreement by either giving notice to the other if there occurs on the part of the other any failure to perform any obligation

under this License in any material respect, and such default is not cured within a reasonable period of time, not to exceed thirty (30) days.

The initial term of this License is one (1) year or as long as Licensee is a member in good standing of AAM. As long as Licensee remains a member in good standing of AAM, then after the expiration of the initial term, this License shall be automatically renewed for additional one (1) year terms for so long as Licensee is not in default or breach of any of its obligations pursuant to this License.

Licensee shall, upon the termination of this License, cease to use the service mark and logo, including ceasing to sell or distribute any services using the service mark or logo, or both.

This License does not constitute and shall not be construed to constitute an agency, a partnership or a joint venture and neither party shall have the right to obligate

or to bind the other in any manner whatsoever, and nothing contained in this License shall give or is intended to give any rights or any nature to any third party.

This License constitutes the entire agreement of the parties and supersedes all previous negotiations, agreements, understandings or commitments and shall not be changed or modified except by instruments in writing signed by duly authorized officers or representatives of the parties.

All notices to be given hereunder shall be in writing and send by: Certified Mail, Postage Prepaid, Return Receipt Requested, Forwarding Requested; facsimile or DHL Courier to the addresses specified below or at such other addresses as may be given by prior written notice.

The formation, validity, construction and performance of this License shall be governed by the laws of the State of Texas, and the laws of the United States.

Executed on the dates set out below:

**Association of
Attorney Mediators**

BY:

Printed Name:

Title:
Address:
Date:

Licensee

BY:

Printed Name:

Title:
Address:
Date: