

**NUCCA TRADEMARK LICENSE AGREEMENT**  
**(the "Agreement")**

**THIS AGREEMENT is dated effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

**BETWEEN:**

**THE NATIONAL UPPER CERVICAL CHIRPORACTIC**  
**ASSOCIATION (NUCCA®)**  
**(the "Licensor")**

and -

\_\_\_\_\_

of

\_\_\_\_\_

**(the "Licensee")**

**Recitals: WHEREAS the Licensor is the owner of a variety of registered trade marks as detailed on the attached Summary (the Marks);**

**The following are the Marks for which the Licensee is applying for License and registering with the Licensor:**

\_\_\_\_\_

AND WHEREAS the Licensor desires to license the use of the Marks of the Licensee pursuant to the terms and conditions of this License Agreement;

AND WHEREAS the Licensee desires to license the use of the Marks pursuant to the terms of this Agreement and the Trade Mark policy as attached hereto;

AND WHEREAS, the Licensee acknowledges the Trade Mark policy as adopted by the Licensor will change from time to time and as advised to the Licensee by the Licensor and the Licensee agrees to always abide by the Trade Mark policies as adopted by the Licensor;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Licensor grants to the Licensee a license to use the Marks pursuant to the terms of this License Agreement and the **NUCCA trademark policy** (Schedule "A") of June 2010:

## 1. Grant of License

- 1.1. **Grant.** In consideration of an annual payment of \$75.00 (seventy five US dollars) paid by the Licensee to the Licensor on each Anniversary Date from the effective date, the Licensor grants a license to the Licensee to the Marks .:
- 1.2. **Term.** This License is for an indefinite Term unless the Licensee breaches the terms of this Agreement and as detailed in clause 3. .
- 1.3. **Ownership.** The Licensee acknowledges the Licensor is the sole and exclusive owner of the entire right, title and interest (including all publicity and goodwill) in and to **the Marks**. The Licensee agrees that it will not do anything inconsistent with the Licensor's ownership of **the Marks** and shall not claim adversely to the Licensor, or assist any third party in attempting to claim adversely to the Licensor, with regards to such ownership.
- 1.4. **Rights Limited to Grant.** The Licensee acknowledges that it shall not be entitled to any rights whatsoever in **the Marks** except as is specifically granted pursuant to this Agreement.

## 2. Accurate Reproduction

- 2.1. **No Changes to the Marks:** The Licensee agrees to accurately reproduce the **Marks at all times**.

## 3. Termination

- 3.1. **Failure to Comply.** In the event the Licensee fails to comply with this Agreement or the Licensor TM policies, then Licensor may give written notice to the Licensee specifying how the Licensee has failed to comply and unless the defects specified in such notice are remedied within sixty (60) days after service of such notice, the Licensor may immediately terminate this agreement and all authority for the Licensee to use **the Marks**.

- 3.2. **Acts of Default.** If the Licensee should:

- a. become insolvent or bankrupt; or
- b. commit or intend to commit an act of insolvency or bankruptcy; or
- c. become the subject of a petition in bankruptcy; or
- d. make a general assignment in bankruptcy for the benefit of creditors, or
- e. otherwise acknowledge insolvency; or
- f. if a corporation, fail to maintain its corporate existence,

then this Agreement shall be deemed to have terminated immediately prior to the act or

intended act of insolvency or bankruptcy and all rights granted to the Licensee under this Agreement automatically revert to the Licensor.

#### **4. General Provisions**

- 4.1. Amendments; No Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and signed, in the case of an amendment, by all parties, or in the case of a waiver, by the party against whom the waiver is to be effective.
- 4.2. Notices.** Any notice and demands required to be given herein shall be given to the parties in writing and delivered to the addresses on the first page of this Agreement and to such other address as the parties may hereafter substitute by written notice. The Parties hereby agree that all documents, including this Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.
- 4.3. Expenses.** All costs and expenses incurred in connection with this Agreement and in closing and carrying out the transactions provided for herein shall be paid by the party incurring such cost or expense. This Paragraph shall survive the termination of this Agreement.
- 4.4. Assignment by Licensor.** The Licensor may at any time assign all or any part of its interest in **the Marks**. In the event of such assignment, the Assignee shall be entitled to enforce the rights so assigned to it hereunder. . The Licensee may not assign this Agreement without the prior written approval of the Licensor.
- 4.5. Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit, of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- 4.6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. All disputes arising out of this Agreement shall be referred to the Courts of the State of Michigan which will have exclusive jurisdiction and by the execution and delivery of this Agreement, each party attorns to the jurisdiction of such courts.
- 4.7. Facsimile and Counterpart Execution.** This Agreement may be executed in counterpart and by delivery of facsimile transmission of the signing pages of this Agreement, whether in counterpart or not, to each of the parties and upon such execution by the parties, all counterpart copies (whether facsimile or original) shall be read as one agreement as if the parties had signed the same copy of the Agreement as so amended hereto.
- 4.8. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision is intended to confer upon any

person other than the parties any rights or remedies.

**4.9. Severability.** If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and effective as of the date first written above.

**LICENSOR**

**LICENSEE**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
The National Upper Cervical Chiropractic Association  
1489 Warm Springs Road Suite #110  
Henderson, Nevada 89014

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Schedule "A"

June 2010

**The National Upper Cervical Chiropractic Association (NUCCA) Trademark Policy:**

**Underlying our trademark policy is the general law of trademarks. Trademarks exist to help individuals identify, and organizations to publicize, the source of products and services. Some organizations make better products or offer better services than others. Over time, individuals begin to associate those organizations (and their trademarks) with quality, with value, or with a particular philosophy. When such organizations permit others to place such organization's trademarks on goods of different quality, different value, or different philosophy, they find that individual trust in the meaning of the trademarks evaporates quickly. The National Upper Cervical Chiropractic Association (NUCCA) must avoid this situation. We at NUCCA are the caretakers of the trust that our community and members have placed in us and thus this important policy has been developed.**

The important distinction here is that NUCCA is the trademarked name of an organization, **The National Upper Cervical Chiropractic Association** *and* the name of the chiropractic procedure practiced by members of the organization.

The objective of this NUCCA trademark policy is to encourage widespread use of the NUCCA trademarks by the **National Upper Cervical Chiropractic Association** community while exercising control over its use in order to avoid confusion on the part of practitioners, patients and the general public. The effort here is to maintain the value of the image and reputation of the trademarks and to protect them from inappropriate or unauthorized use.

The sections below describe what is allowed, what isn't allowed, and cases in which you should ask permission.

If you have any doubt, please contact the NUCCA office. If you are aware of a breach or misuse of the NUCCA trademarks in any way, we would appreciate you bringing this to our awareness so that we can give it our attention.

## (1) The Trademarks

NUCCA owns a number of trademarks and these include those listed at the end of this document. The trademarks are registered in both word and logo form. **The use of any of these phrases or marks, including the letters NUCCA, that is sufficiently similar to one or more of the trademarks, permission will be needed to use it.** This policy encompasses all these listed marks, in word and logo form, collectively referred to as “Trademarks”.

## (2) Permitted Use

We share access to the Trademarks with the entire community for the purposes of further discussion, development and advocacy of the NUCCA procedure. Certain usages of the Trademarks are acceptable and no specific permission from us is needed. We recognize that most of the discussion and development areas are for non-commercial purposes and will allow the use of the trademarks in this context, provided:

- The Trademark is used in a manner consistent with the Usage Guidelines below; designed to support your **individual NUCCA practice**
- There is no personal commercial intent behind the use; (other than your practice)
- There is no suggestion (through words or appearance) that your project or clinic is approved, sponsored, or affiliated with NUCCA or its related projects unless it actually has been approved by and is accountable to NUCCA board.
- It is permitted to use NUCCA as a descriptive of the type of chiropractic you practice. The NUCCA name can not be part of your clinic name, website address, social network, blog or any legal registration.

## (3) Restricted use that requires a Trademark license

Permission from the NUCCA board of directors is necessary to use any of the Trademarks under any circumstances other than those specifically permitted above. These include:

- Any commercial use. (i.e. a business for products and/or services)
- Use on any product where commercial intent is associated with that product
- Use in a **domain name or URL or social networking** registration
- Use for merchandising purposes, e.g. on t-shirts and the like
- Services relating to any of the above

- Use of the Trademark in a company name
  
- Use of a Trademark in a domain name which has a commercial intent. The commercial intent can range from promotion of a company or product, to collecting revenue generated by advertising.
  
- Use in combination with any other marks or logos. This includes use of a Trademark in a manner that creates a "combined mark," or use that integrates other wording with the Trademark in a way that the public may think of the use as a new.
  
- Use in combination with any product or service which is presented as being Certified or Official or formally associated with NUCCA® or our products or services.
  
- Use in a way which implies an endorsement where it doesn't exist, or which attempts to unfairly or confusingly capitalize on the goodwill or brand of the product.
  
- Use of a Trademark in a manner that disparages NUCCA or its products or services
  
- In a title or metatag of a web page whose sole intention or result is to influence search engine rankings or result listings, rather than for discussion, development or advocacy of the Trademarks
  
- Additional areas of usage not listed above

#### **(4) Trademark Usage Guidelines**

Our Trademarks are presented in multiple colours and shades and it is important that their visual integrity be maintained. It is therefore preferable that the logos only be used in their exact form.

- The logo should only use the “official” logo colours.
  
- You may use transparency and gradient/depth tools but should retain the “official” colours.
  
- A monochrome version may be acceptable in certain situations, if the use requires it (e.g. desktop backgrounds).
  
- Any scaling must retain the original proportions of the logo.
  
- Accompanying Symbol – the Trademarks must be accompanied by a symbol indicating the trademark is registered (®)

**Notice** – the following notice should appear somewhere nearby and on the same page near the first use of a Trademark: (as listed on this document):

**The name “NUCCA®” is a registered trademark of the National Upper Cervical Chiropractic Association.**


**Please note:**




**In addition, the NUCCA trademark license agreement must be completed, signed and registered with the NUCCA head office within 30 days for those situations where the name is currently in current use. It must be registered with the head office prior to any new use.**

*Since 1966 when the NUCCA® organization was legally formed, we have worked hard to maintain the highest standards of care, accuracy and integrity. NUCCA® continues to maintain the trust of its community and members to offer the highest standards of care. Your cooperation with the trademark usage will assist in helping to maintain the clear standards and public image of our organization for many generations to come.*

**SUMMARY OF MARKS**

Please find below a summary of the active "NUCCA" marks registered at the US Patent and Trademark Office.

	Registration Number 2701171 Registration Date March 25, 2003	Providing an on-line computer database in the field of chiropractic	Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161
NUCCA	Registration Number 2722197 Registration Date June 3, 2003	Providing an on-line computer database in the field of chiropractic	Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161

	<p>Registration Number 2540347</p> <p>Registration Date February 19, 2002</p>	<p>Indicating membership in an association of chiropractic professionals</p>	<p>Owner (REGISTRANT) NATIONAL UPPER CERVICAL CHIROPRACTIC ASSOCIATION, INC., THE CORPORATION MICHIGAN 217 W. 2ND STREET MONROE MICHIGAN 48161</p>
	<p>Registration Number 2644232</p> <p>Registration Date October 29, 2002</p>	<p>Sound recordings and videotapes featuring chiropractic</p>	<p>Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161</p>
<p>NUCCA</p>	<p>Registration Number 2644228</p> <p>Registration Date October 29, 2002</p>	<p>Sound recordings and videotapes featuring chiropractic</p>	<p>Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W 2nd Street Monroe MICHIGAN 48161</p>
<p>NUCCA</p>	<p>Registration Number 2515354</p> <p>Registration Date December 4, 2001</p>	<p>Indicating membership in an association of chiropractic professionals</p>	<p>Owner (Registrant) National Upper Cervical Chiropractic Association, Inc., The Corporation Michigan 217 W. 2nd Street Monroe Michigan 48161</p>
	<p>Registration Number 2549902</p> <p>Registration Date March 19, 2002</p>	<p>Books, brochures, magazines, and newspapers relating to chiropractic</p>	<p>Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161</p>
	<p>Registration Number 2538183</p> <p>Registration Date February 12, 2002</p>	<p>Educational services, namely, providing courses, seminars, and instructions in the field of chiropractic</p>	<p>Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN</p>

			48161
NUCCA	Registration Number 2525054  Registration Date January 1, 2002	Educational services, namely, providing courses, seminars, and instructions in the field of chiropractic	Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161
NUCCA	Registration Number 2552478  Registration Date March 26, 2002	Books, brochures, magazines, and newspapers relating to chiropractic	Owner (REGISTRANT) National Upper Cervical Chiropractic Association, Inc., The CORPORATION MICHIGAN 217 W. 2nd Street Monroe MICHIGAN 48161