

# U.S. MARINE CORPS

## HOBBYIST TRADEMARK LICENSE AGREEMENT

This Agreement is entered into and effective on the Effective Date shown herein between the U.S. Marine Corps (“Owner”), and the Hobbyist identified below. In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Grant of License: Owner grants to Hobbyist a nonexclusive, nontransferable license to use the Property (“Property”) identified below on the goods described herein as “Licensed Articles.” Hobbyist agrees that the nature and quality of products used in conjunction with Property shall conform to the design standards set by Owner below. Use is restricted to tangible goods and shall not be used in conjunction with services or other activities such as charities, and fundraising. The use of a manufacturer is unauthorized. Hobbyist products must be handmade by Hobbyist or repurposed from officially licensed goods. Such products will be tasteful and inoffensive, and will not tarnish the Owner’s integrity or cause embarrassment. Such products will be grounds for termination. Owner retains the right to control the quality of Hobbyist’s use of the Property.

2. Ownership of Property: Hobbyist acknowledges the ownership of the Property by Owner, and agrees that it will do nothing inconsistent with such ownership, and that all use of the Property by Hobbyist shall inure to the benefit of and be on behalf of Owner. Hobbyist agrees that nothing in this License shall give Hobbyist any right, title, or interest in the Property other than the right to use the Property in accordance with this License and Hobbyist agrees that it will not challenge the validity of this License or Owner’s rights in the Property. Further, Hobbyist agrees to not register any domain names, Facebook usernames, or other names (hereinafter “Names”) that contain the terms MARINE(S), MARINE CORPS, USMC, or other terms that would create the impression that the Hobbyist’s website, page, etc., is owned, controlled, authorized or endorsed by the Marine Corps, and shall seek approval from Owner should any already exist.

While this License is in force, Hobbyist shall display the following notice in a conspicuous place on the page of any site displaying a Marine Corps-themed product:

*“Official Hobbyist of the USMC; License number XXXXXX”* (Insert assigned license number).

3. Termination for Cause: Owner shall have the right to terminate this Agreement in the event of any affirmative act of insolvency by Hobbyist such as the winding-up, sale, consolidation, merger, or upon breach of any of the provisions of this Agreement by Hobbyist. Upon termination of this Agreement, Hobbyist agrees to immediately

discontinue all use of the Property and any term or device confusingly similar thereto, and to delete the same from its business name within 30 days of termination.

4. Term - 12 months beginning on date of Owner signature

Property:



Eagle Globe and Anchor, Coat of Arms, USMC slogans, digital Marine Corps camouflage pattern (MARPAT) United States Marine Corps, U.S. Marine Corps, Marine Corps, U.S. Marines, Marine, Marines, and other Marine Corps marks.

**Marine Corps Seal - DO NOT USE**

Reserved for HQMC use only

Unauthorized use of the official USMC Seal is prohibited (see 32 CFR 765.14)



5. Licensed Articles: Handmade novelty items created by Hobbyist in accordance with USMC design guidelines.

Repurposing unlicensed products (such as unlicensed fabric, challenge coins, medallions, etc.) is not authorized. You may repurpose products purchased from USMC Licensees. Please contact the USMC trademark Licensing Office for a current listing of approved Licensees. Use of manufactured blanks is not authorized.

6. Annual Fee: Due upon submission of signed Hobbyist Agreement. Please check one:

- \$25.00 up to \$2,500.00 in USMC sales annually
- \$50.00 up to \$5,000.00 in USMC sales annually

(\$5,001.00 or more in total sales annually requires a Small Business License Agreement; use of a manufacturer requires a Small Business License Agreement)

Please make checks payable to "**U.S. Treasury, Marine Corps Trademark Licensing Office**" by check to OWNER:

Headquarters United States Marine Corps  
Public Affairs (PA)  
Trademark Licensing Office

3000 Marine Corps Pentagon  
Room 4B548  
Washington D.C.  
20350-3000.

7. Annual Sales Report: Licensee shall also file ROYALTY REPORTS (use SCHEDULE B, attached. Within thirty (30) days of each 12 month term, Hobbyist shall furnish a ROYALTY REPORT to Owner in U.S. Dollars, at Hobbyist's sole expense. ROYALTY REPORTS shall be furnished to OWNER whether or not any LICENSED ARTICLES have been sold

8. Distribution Channels: Craft shows, direct sales, Hobbyist's own website, consignment stores, and craft websites, such as Etsy.com or eBay.

**No other distribution channels authorized (such as USMC Exchange, Sgt. Grit, catalogs, Wal-Mart, etc.)**

**This agreement is in effect as of the latter of the two dates shown below.**

**U.S. MARINE CORPS**

By: \_\_\_\_\_  
Jessica O'Haver  
Program Manager  
Marine Corps Trademark Licensing Office

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

**HOBBYIST:**

Hobbyist License # \_\_\_\_\_ (USMC Trademark Office will provide)

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

\_\_\_\_\_  
Printed Name and email address

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**ROYALTY REPORT FORM**

**Hobbyist Name:**

**Hobbyist License Number:**

**Report For: Year**

Product Description	Price/ Unit	Units Sold	Total Sales	Less Returns	Net Sales

Total Net Sales\$

Hobbyist Signature: \_\_\_\_\_