

## 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 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. Hobbyist agrees that it will not challenge the validity of this License or Owner's rights in the Property. Hobbyist agrees to not register any domain names, Facebook usernames, or other names that contain Owner's Property. Further, Hobbyist agrees to not apply to register a Trademark or trade name based on any USMC name, slogan, nickname, design or other identifier.

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 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 below for the 1-year License or 24 months beginning on the date of Owner signature for the 2-year License.

5. **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.



**Unauthorized Emblems - DO NOT USE**

Reserved for HQMC use only

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



6. Licensed Articles: Handmade novelty items made from raw materials such as wood, metal, etc. 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.

Examples: Handmade metal, wood and painted signs, repurposed uniform fabric



7. Annual/Biennial Fee: \$150 for a 1-year License or \$200 for a 2-year License. Do not send a check or cash. All payments will be made upon electronic notification from Owner and are processed via electronic funds transfer. See “Submitting your Hobbyist License” below.

8. Sales Cap: Annual USMC branded sales exceeding \$10,000.00 requires a Standard Business License Agreement.

9. 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 Amazon, Amazon Handmade, USMC Exchange, Sgt. Grit, catalogs, Wal-Mart, etc.)**

10. Prohibited Items: The use of manufacturers and manufactured blanks is unauthorized. Items such as apparel, coins, glassware, watches etc. have been manufactured. These items are strictly prohibited and will be subject to USMC enforcement efforts. The use of manufactured items requires a Standard Business License Agreement. The sale of graphic files is also unauthorized.



**FOR USE BY U.S. MARINE CORPS:**

By: \_\_\_\_\_  
Owner  
Marine Corps Trademark Licensing Office

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

**HOBBYIST:**

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

By: \_\_\_\_\_  
Hobbyist Signature (Digital accepted)

\_\_\_\_\_  
Hobbyist First and Last Name

\_\_\_\_\_  
Shop or Business Name

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

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Requested licensed products (Items to be sold):

\_\_\_\_\_

Electronic Storefronts (Etsy profile, own website, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term (please check one):  1-year License for \$150.00  2-year License for \$200.00

### 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: \_\_\_\_\_

**Submitting your Hobbyist License to the USMC:**

1. Digitally sign your Hobbyist Agreement and save it as a PDF.
2. E-mail the signed Hobbyist Agreement PDF to; [trademark\\_licensing@usmc.mil](mailto:trademark_licensing@usmc.mil)
3. You will receive a confirmation e-mail from the Trademark Office with steps on how to remit the \$150/1-year or \$200/2-year royalty payment via an electronic funds transfer (EFT). Various electric payment options are available.
4. Once you remit your royalty payment, the Trademark Office will finalize your agreement and will e-mail you an electronic copy.

