

**TRADEMARK LICENSE AGREEMENT**

This Service Mark License Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between InstallationMasters®, administered by the American Architectural Manufacturers Association (AAMA), 1900 East Golf Road Suite 1250, Schaumburg, IL 60173

("Licensor"), and \_\_\_\_\_ InstallationMasters Certified Installer  
(Certified Installer Name)

("Licensee") of \_\_\_\_\_  
(Street Address) (City) (State) (Zip Code)

**WHEREAS**, Licensor is the owner of the INSTALLATIONMASTERS® mark (the "Mark") and the goodwill symbolized by the Mark; and

**WHEREAS**, Licensor is authorized to execute Service Mark License Agreements related to the InstallationMasters Program; and

**WHEREAS**, it is the mutual desire and intention of the parties that Licensee be authorized and permitted to use the Mark in the manner, and subject to the terms and conditions, set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises of the parties, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**1. Grant of License.** Licensor grants to Licensee a non-exclusive, non-transferable, limited license to use the Mark on the following materials:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Web Site              | <input type="checkbox"/> Brochures            | <input type="checkbox"/> Business Cards |
| <input type="checkbox"/> Magazine Ads          | <input type="checkbox"/> Coupon Books         | <input type="checkbox"/> Billboards     |
| <input type="checkbox"/> Display Boards        | <input type="checkbox"/> Trade Show Materials | <input type="checkbox"/> Vehicles       |
| <input type="checkbox"/> Promotional Materials | <input type="checkbox"/> TV Ads               | <input type="checkbox"/> Other: _____   |

*Please check only materials submitted with this form.*

Whenever the Mark is used as provided hereunder, the Mark shall be accompanied by appropriate notice of statutory rights ("®") as directed by Licensor, or other such words and/or symbols as may be requested by Licensor from time to time. Licensee will use the Mark only in the style and according to the specifications reflected in Exhibit A, Licensed Mark Style and Specifications, which is attached hereto and incorporated herein.

**2. Use of Licensed Marks Approval.** *Prior to any use by Licensee of the Mark as permitted hereunder, the Licensee shall send to the Licensor one (1) copy of each such material for the Licensor's written approval.* Licensor shall submit to Licensee its written approval or disapproval within fifteen (15) business days after receipt by the Licensor of such copy.

**3. Ownership Rights Reserved.** The parties acknowledge that all rights in and to the Mark and graphic representations thereof are and shall remain vested in Licensor, and that all rights accruing from Licensee's use of the Mark shall inure to Licensor.

4. **License Fee.** For the license granted herein, Licensee shall pay no additional fee in consideration of payment already received as an InstallationMasters Certified Installer .
  
5. **Term and Termination.** This Agreement shall continue in full force and effect until terminated. The license agreement will terminate automatically and without further notice when Licensee's certification expires. Use of all materials displaying the InstallationMasters logo (including business cards, website content, literature, etc.) as licensed by this agreement, must be terminated at that time. Any additional or future use of the logo will be arranged under a separate agreement.
  
6. **Indemnity.** Licensor assumes no liability to Licensee or to third parties with respect to the services rendered by Licensee under the Mark. Licensee will indemnify Licensor against any loss or losses incurred through claims, actions, or lawsuits by third parties against Licensor involving or arising from the rendering and/or promotion of the services described in Section 1 by Licensee under the Mark, and will hold Licensor harmless for any damages, attorneys' fees or otherwise, which Licensor may be required to pay as a result of such claims, actions, or lawsuits being asserted against Licensor.
  
7. **Damages.** The parties understand and agree that money damages may not be a sufficient remedy for the breach of the provisions of this Agreement, and that each party shall be entitled to emergency injunctive relief as a remedy for any such breach by the other party. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to the non-breaching party.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate as of the date first written above.

AAMA  
Authorized Representative:

Licensee:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Send to:  
 American Architectural Manufacturers Association  
 1900 East Golf Road Suite 1250  
 Schaumburg, IL 60173  
 Phone: 847-303-5664 Fax: 847-303-5774  
 education@aamanet.org  
 www.InstallationMasters.com



# Logo Usage Instructions

The InstallationMasters® Training and Certification program permits current Certified Installers and current Accredited Instructors to promote their participation in the program. The InstallationMasters logo can be used to identify that a person:

1. Has met the qualifications of the InstallationMasters Training and Certification Program
2. Has maintained the requirements to keep the certification or accreditation current

*Only current Certified Installers are permitted to utilize the InstallationMasters® logo in marketing materials*

## Examples of acceptable and unacceptable use of the InstallationMasters logo.

DO	DON'T
Use the identification badge provided by AAMA with the InstallationMasters logo, name and photo of the individual who has completed all the requirements for individual certification and continues to maintain Certified installer status.	Create individual identification badges with the InstallationMasters logo for other company employees. Only use the badges provided by AAMA.
Include language with the InstallationMasters logo with a date through which the certification is valid (e.g., "Expires January 2010)."	Continue to use or display the logo in any way if individual certification has expired and the Certified Installer has not been recertified.
Use the InstallationMasters logo on a certified individual's business card, as long as the individual has completed the requirements for Certified Installer status and certification remains current.	Print the InstallationMasters logo on an individual's business cards for a Certified Installer Company, <i>unless</i> that individual has completed the requirements for Certified Installer status.
Include the InstallationMasters logo on the company website, clearly indicating that the company <u>employs</u> a Certified Installer.	Print the logo on letterhead, estimates or invoices.
Create removable stickers or magnetic signs with the InstallationMasters logo to put on the truck of a Certified Installer only.	Embroider the logo on work shirts, include them on yard signs, or paint the logo permanently on a company vehicle, especially if used by employees that are not certified.
Use the InstallationMasters logo to differentiate individual employees within a company that have successfully completed the Certified Installer requirements. Place it next to their names in promotional items or describe in text: "(Company) employs XX professionals as Certified Installers through a program developed by the American Architectural Manufacturers Association (AAMA)."	Use the InstallationMasters logo in any way to imply certification of individuals who do not have a current certification or an entire company (e.g., on a company website or brochure not directly related to the specific Certified Installer(s), or if the company does not maintain its Certified Installer(s)).
InstallationMasters® is a registered trademark and must always be shown as one word followed by the ® symbol.	Use the InstallationMasters logo in any way to imply membership in the American Architectural Manufacturers Association (AAMA), nor certification of any company, installation, work performed, or products used.

The use of the InstallationMasters® logo is strictly controlled and all usages of the logo are subject to the review and approval of AAMA prior to implementation. The wording of any information about the InstallationMasters program must be reviewed by AAMA, and may not misrepresent the program or the nature of the certification. It is the responsibility of the applicant to demonstrate compliance with the logo use instructions, and incomplete submissions will not be processed.

**LOGO COLOR** The full-color version of the logo should be used whenever possible. In print applications, it can be reproduced with either spot colors or 4-color process. If print colors are limited, the logo should print in black. Exceptions should always be submitted to AAMA for approval.

Additional questions about logo usage, please contact at us:

**American Architectural Manufacturers Association**  
 1900 East Golf Road Suite 1250, Schaumburg, IL 60173  
 Phone: 847-303-5664 Fax: 847-303-5774

Email: [education@aamanet.org](mailto:education@aamanet.org)  
 Website: [www.InstallationMasters.com](http://www.InstallationMasters.com)

Revised 3/18/2017

EXHIBIT A

LICENSED MARK STYLE AND SPECIFICATIONS

