

Exhibit T

TECHBRAND TRADEMARK LICENSE AGREEMENT

THIS TECHBRAND TRADEMARK LICENSE AGREEMENT (“License”) is made by and between DEVELOPER, INC., a California corporation (“Licensor”) and MANUFACTURER, INC., a California corporation (“Licensee”), as Exhibit T to the Technology Licensing Agreement between the parties dated _____.

1. DEFINITIONS.

Throughout this License, the following expressions shall be interpreted as set forth below:

A. “Agreement” means the Technology Licensing Agreement between the parties dated _____.

B. “Marks” means the word trademark “TechBrand” and the TechBrand logo depicted in Exhibit 1 hereto, and any updates or revisions thereto.

C. “Mark Artwork” means the authorized artwork for the Marks, whether in electronic or other form.

All other capitalized terms shall have the meaning assigned them in the Agreement or herein.

2. GRANT BY LICENSOR AND LIMITATIONS ON LICENSEE USE.

A. Grant by Licensor: Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide license to use the Marks on or in connection with TechBrand Enabled Products solely to indicate that the TechBrand Enabled Products contain Licensor’s TechBrand technology. Licensor retains all rights not expressly conveyed to Licensee by this License, and shall have the right to grant non-exclusive licenses to others to use the Marks for the same, similar, or unrelated goods as the TechBrand Enabled Products.

B. Limitations on Licensee: Licensee recognizes the value of the goodwill associated with the Marks, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Licensor. Licensee acknowledges and agrees that this License does not extend to nor include the right to use the Marks (and Licensee warrants and represents that it will not use the Marks) (i) as or in the title or trademark of TechBrand Enabled Products; or (ii) on or in connection with products within the definition of TechBrand Enabled Products that are themselves unlawful or whose purpose, object or intent is to encourage unlawful activity by others. Licensee has no rights of any kind whatsoever with respect to the Marks licensed under this License except to the extent of the license hereby granted. Licensee further agrees to refrain from using or filing any application(s) to register, in any class and in any country, any trademark and/or service mark which is the same as, similar to, or which contains, in whole or in part, any and/or all of the Marks licensed hereunder, in the name or on behalf of Licensee, its subsidiaries, related companies, or in the name of or on behalf of any officer, director, employee, agent,

servant, or other juristic entity within the control of, or which controls, Licensee. The provisions of this paragraph 2 B shall survive the expiration or other termination of this License.

C. Fair Use/Nominative Fair Use: *Nothing in this License or in the Agreement shall diminish Licensee's right, during or after the term of this License or of the Agreement, to use any Licensor word mark to refer to the associated Licensor goods, services, or technology, to the extent permitted by federal statutory and common law.*

D. Further Limitations on Scope of License of the TechBrand Word Mark: *Licensee agrees that use of the word mark TechBrand on or in connection with the following is not within the scope of this License: [identification of goods and services thought to create a risk of conflict with a third party using a similar mark].*

3. TERM AND TERMINATION.

A. Term: The term of this License shall commence and terminate on the same dates as the term of the Agreement, unless sooner terminated pursuant to this paragraph 3.

B. Termination With Cause: Licensor may terminate this License with cause, in whole or in part, if Licensee is in breach or default of any warranty, representation, or provision of this License, and Licensee fails to cure the alleged breach or default within thirty (30) days after written notice setting forth with specificity the alleged breach or default and Licensor's intention to terminate. Licensor shall render reasonable assistance to Licensee to cure the alleged breach or default within the notice period. No waiver of any breach or default by Licensee of this License or of the Agreement shall be effective unless in a writing signed by an Licensor director or vice president with supervisory authority over this Agreement.

C. Effect of Termination: Upon termination of this License under the provisions of paragraphs 3 A, 3 B or 3 D of this License, or upon termination of the Agreement by Licensee, all rights granted hereunder to Licensee shall immediately and automatically revert to Licensor and Licensee shall *phase out over a period of nine (9) months (or such shorter period as is hereinafter specified) from the end of the notice period its distribution of TechBrand Enabled Products bearing the Marks.* Upon termination of the Agreement by Licensor, this License shall terminate and all rights granted hereunder to Licensee shall immediately and automatically revert to Licensor and Licensee shall *phase out over a period of three (3) months (or such shorter period as is hereinafter specified) from the end of the notice period its distribution of TechBrand Enabled Products bearing the Marks.* *In the event of termination of this License due to an uncured breach or default under paragraphs 4 A, 4 B or 4 E of this License, there shall be a maximum phase-out period of three (3) months from the end of the notice period with respect to the specific TechBrand Enabled Product(s), if any, found not to comply with those provisions. In the event of termination of this License due to an uncured breach or default under paragraph 4 C or 4 D of this License, there shall be no phase-out period whatsoever following the notice period with respect to the specific TechBrand Enabled Product(s), if any, found not to meet the Quality Standards insofar as the deficiency (1) affects the intended functionality of the specific TechBrand Enabled Product(s), and (2) cannot be ameliorated by the simultaneous distribution at Licensee's sole expense of additional or replacement hardware components, software or*

firmware patches, updates, corrections, drivers, or utilities, or instructions to purchasers or users concerning configuration changes or workarounds. Licensee acknowledges that the phase-out period is intended to provide for the disposition of reasonable quantities of TechBrand Enabled Products.

D. Use of Replacement Marks Following Termination: In the event that Licensor adopts a different trademark or trademarks (“Replacement Marks”) in place of the Marks, Licensor may terminate this License on thirty (30) days written notice without other cause, provided that Licensee shall have the right to license the Replacement Marks for use in connection with TechBrand Enabled Products under terms substantially similar to those herein, as mutually agreed between Licensor and Licensee. There shall be a maximum phase-out period of six (6) months from the end of the notice period.

4. USE AND APPROVALS.

A. Use of the Marks By Licensee: Licensee agrees that all use of the Marks by Licensee shall be in strict compliance with Licensor’s graphic specifications and usage guidelines for the Marks, as provided by Licensor to Licensee and as amended from time to time, including (but not limited to) the “TechBrand Graphic Standards” attached hereto as Exhibit 2 and the “TechBrand Usage Guidelines” attached hereto as Exhibit 3 (collectively, the “Mark Specifications”). *Licensee agrees that during the term of this License its use of the Marks on TechBrand Enabled Products shall be obligatory and not discretionary (except during the last six (6) months thereof), and shall at all times be strictly in accordance with the terms and provisions of this License. If the size of a TechBrand Enabled Product makes use of the Marks on that product impractical, use of the Marks on that product shall not be obligatory.*

B. Trademark Ownership Statements: All packaging, manuals, user guides, advertisements, promotional materials, and other documentation for TechBrand Enabled Products which display either or both of the Marks *shall include attribution of the displayed mark or marks to the same extent Licensee attributes ownership of its own marks on the same material, in accordance with Licensee’s Trademark And Logo Policies attached hereto as Exhibit 4 as amended from time to time.* One appropriate form of attribution shall be a statement that “TechBrand™ and the TechBrand logo are trademarks of Developer, Inc. used under license.” This paragraph 4B shall supersede any inconsistent attribution requirements in the Mark Specifications.

C. Quality Standards: Licensee warrants, represents and agrees that TechBrand Enabled Products will, at all times during the Term of this License, be developed, sold, manufactured and distributed in compliance with Sections 3.1 and 3.2 of the Agreement (“Quality Standards”).

D. Quality Control: Prior to the first commercial shipment of each model of TechBrand Enabled Product, Licensee shall notify Licensor (or its designated agent), in writing, of the shipment of the product and make a sample available for inspection and testing, using the form attached hereto as Exhibit 5.

E. Provision of Artwork: Licensor shall provide to Licensee the Mark Artwork upon Licensor's execution of this License, in a format and medium appropriate for use on or in connection with Licensee's TechBrand Enabled Products. Licensee agrees that it shall use the Mark Artwork solely in accordance with the terms and provisions of this License.

F. Compliance with this Paragraph: In the event that Licensor (or its designated agent) determines that any of TechBrand Enabled Products do not meet the requirements of this paragraph 4, Licensee shall be considered in breach of this License and subject to the termination provisions of foregoing paragraphs 3B and 3C.

G. Exemptions from Obligatory Use of the Marks: *Should Licensee receive or become aware of any claim, threat or demand with respect to the Marks, which Licensee reasonably determines might interfere with its ability to manufacture or distribute TechBrand Enabled Products, Licensee may request that Licensor (1) provide such assurances as Licensee believes necessary under the circumstances, or (2) consent to immediate suspension of Licensee's obligation to use the Marks until the issue is resolved to Licensee's satisfaction, which consent shall not be unreasonably withheld. Should Licensee become aware of any derogatory, offensive, or culturally undesirable connotation of one or both of the Marks in a particular country or region (the "Problem Territory"), which Licensee reasonably determines might interfere with its ability to license or sell TechBrand Enabled Products in the Problem Territory, Licensee may request that Licensor consent to immediate suspension of Licensee's obligation to use the Marks in the Problem Territory, which consent shall not be unreasonably withheld.*

5. INDEMNIFICATION.

A. By Licensee: Licensee hereby agrees to indemnify and hold Licensor harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Licensor (i) by reason of Licensee's breach, default, or non-performance of this License; or (ii) arising out of the use by Licensee of the Marks in any manner whatsoever except in the form expressly licensed hereunder. Licensor shall promptly notify Licensee in writing, of any claim or proceeding brought against it for which it seeks indemnification hereunder.

B. By Licensor: Licensor hereby agrees to defend, indemnify, and hold Licensee harmless against any loss, liability, damage, cost or expense (including reasonable legal fees) arising out of any claims or suits which may be brought or made against Licensee on the grounds that the Marks infringe the trademark, trade name, trade dress, or similar rights of a third party, or that use of the Marks as licensed herein results in dilution or constitutes unfair competition, misappropriation, defamation or the like, PROVIDED that Licensor shall have sole control over the selection of counsel and the defense of the claim or any settlement thereof, and PROVIDED that Licensee shall provide Licensor with its reasonable assistance in the defense of such claim at Licensor's sole expense, and PROVIDED that Licensee shall promptly notify Licensor, in writing, of any claim or proceeding brought against it for which it seeks indemnification.

C. Limitations: In no event shall either party be liable to the other party for any consequential, incidental or special damages (including loss of business profits) arising from or related to any claim or proceeding for which either party is obligated to indemnify the other party, even if the indemnifying party has been advised of the possibility of such damages. In no event shall either Licensor or Licensee enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind, the other party in any manner to said third party, without the prior written consent of the other party, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

6. NOTICES.

All notices required under this License will be in writing, will reference this License and the Agreement, will be effective as of the date of receipt, and shall be delivered or mailed certified receipt or sent by confirmed facsimile to each party at the addresses set forth under each party's signature to the Agreement or, for the purpose of paragraph 4, to Licensor's designated agent at an address to be provided by Licensor for such purpose. A courtesy copy of any notices under paragraph 3 shall also be sent to the attention of Licensee's trademark counsel at: [Legal Department address].

7. GOVERNING LAW; EQUITABLE RELIEF; ATTORNEYS FEES.

A. Governing Law: The construction and meaning of the terms and provisions of this License shall be interpreted in accordance with the laws of the State of California, and any dispute relating thereto shall be brought before an appropriate court in that State.

B. Equitable Relief: Licensee recognizes and acknowledges that a breach by Licensee of any of its covenants, agreements or undertakings under paragraphs 2B, 4A, 4B, 4C and 4E hereof will cause Licensor irreparable damage, which cannot be readily remedied in monetary damages in an action at law. In the event of any default or breach by Licensee which could result in irreparable harm to Licensor or cause some loss or dilution of Licensor's good will, reputation or rights in the Marks, upon the court's finding of such default or breach Licensor shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss or dilution.

C. Attorneys Fees: If any legal action is brought hereunder to enforce or interpret this License, the successful or prevailing party shall recover from the non-prevailing party reasonable attorneys fees and other costs incurred in that action, in addition to any and all other relief to which it may be entitled.

8. INTERPRETATION; ENTIRE AGREEMENT.

This License does not constitute and shall not be construed as constituting a partnership or joint venture between Licensor and Licensee. This License constitutes the entire agreement between the parties concerning the use of the Marks by Licensee, superseding any inconsistent terms in the Agreement. Any waiver, variation or amendment of any term or condition of this License shall be effective only if signed by authorized representatives of both parties hereto, provided that in the

event that any provision of this License shall be held by a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this License as of the dates set forth beneath their respective signatures:

[Signature blocks]

EXHIBIT 1
TechBrand Logo

The TechBrand Logo is attached hereto and incorporated by reference herein.

EXHIBIT 2
TechBrand Graphic Standards

The TechBrand Graphic Standards are attached hereto and incorporated by reference herein.

EXHIBIT 3
TechBrand Usage Guidelines

The TechBrand mark should be used with initial capitals on the letters T and B, and should be followed by a generic term (such as “technology”) the first time the mark appears in collateral, and as often as is reasonable after that. TechBrand should not be made plural (TechBrands) or possessive (TechBrand’s), or combined into a new mark (such as TechBrandHub). Use of the TechBrand mark should conform to Part [No.] of Licensee’s Trademark And Logo Policies (“Rules of Proper Trademark Use”).

EXHIBIT 4
Manufacturer, Inc. Trademark And Logo Policies

The Manufacturer, Inc. Trademark and Logo Policies are attached hereto and incorporated by reference herein.

EXHIBIT 5
Notification Letter

(Licensee to complete, sign, and return to Licensor prior to the first commercial shipment of each model of TechBrand Enabled Product developed by Licensee)

Licensee Name: _____

Agreement Date: _____

Product: _____

Anticipated Ship Date: _____

In compliance with the provisions of the TechBrand Trademark License Agreement between the above-referenced Licensee and Developer, Inc. dated as of the above-referenced date, on behalf of the Licensee I hereby notify Licensor as follows:

(a) Licensee believes that the above-referenced TechBrand Enabled Product will meet the Quality Standards set forth the above-referenced agreement at the time of shipping;

(b) Licensee believes that the use of the TechBrand word trademark and the TechBrand logo, and all required trademark ownership statements, will comply with the requirements of the above-referenced agreement at the time of shipping; and

(c) Licensee shall make available to Licensor (or its designated agent), upon written request, a sample of the product for inspection and testing.

[Signature block]