

**LOBSTER GRAM INTERNATIONAL'S**  
**LIMITED LICENSE TO LOBSTER GRAM'S MATERIALS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ by and between Lobster Gram International, Inc., 4664 North Lowell, Chicago, Illinois 60630 ("Lobster Gram"), and Licensee, that being -

Name:

Address:

Phone/Fax/e-mail:

**WHEREAS**, Lobster Gram is the owner of and has certain rights, including copyright rights, in certain photographs and text sets relating to the promotion, marketing, advertising, and distribution of food products and related goods and its services (Materials); and,

**WHEREAS**, Licensee desires to use Lobster Gram's Materials for promotion, marketing, advertising, and distribution of food products and related good offered by Lobster Gram and Lobster Gram's services.

**NOW, THEREFORE**, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

**1. Definition.** Materials shall mean all photographs, text sets, brochures, and lay-outs given to Licensee by Lobster Gram and owned by Lobster Gram, whether or not copyrightable.

**2. License.** Lobster Gram grants to Licensee for the term of this Agreement a royalty-free, non-transferable, non-exclusive right and license to use the Materials for promotion, marketing, advertising, and distribution of food products and related goods offered by Lobster Gram and Lobster Gram's services.

**3. Term of the Agreement.** Except as otherwise provided, this Agreement may be terminated by either party at any time upon not less than ninety (90) days written notice to the other party. Upon Termination of this Agreement, Licensee shall cease to use any of Lobster Gram's Materials.

**4. Intellectual Property Rights.** Licensee acknowledges Lobster Gram's exclusive rights in the Materials and, further, acknowledges the Materials are unique and original to Lobster Gram and that Lobster Gram is the owner thereof. The Materials shall be considered by both parties as a work made for hire as such is defined and understood under the Copyright Act, 17 U.S.C. § 201(b) Lobster Gram is the sole owner of all the rights, titles and interest in the Materials in any form and in all fields of use known or hereafter existing, including any and all rights in future arrangements, variations and derivatives thereof and all rights of copyright, such as the rights of integrity and attribution and to reproduce, prepare derivative works based thereon, and distribute by sale, rental, lease or lending or by other transfer of ownership, both domestic and foreign, for all uses and purposes whatsoever, and Lobster Gram shall be considered the author of purposes of the Copyright Act. Licensee further agrees its use of the Materials inures to the benefit of Lobster Gram and the Licensee shall not acquire or retain any rights in the Materials as a result of this license.

**5. Right of Review, Integrity, Attribution and Notice.** Lobster Gram shall have the right

to review any use by Licensee of the Materials prior to such use and Lobster Gram shall have the right to change such presentation of Licensee's use of the Materials to preserve the integrity of the Materials, to require Licensee to give the author attribution on the Materials or to prescribe and mandate appropriate copyright notice on the Materials.

**6. Transferability.** The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law. Licensee may not transfer any rights granted herein without the prior, express, written approval of Lobster Gram. Lobster Gram shall have complete discretion as to whether it grants such prior approval.

**7. Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service. Either party may change the address to which notice is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

**8. Jurisdiction.** This Agreement shall be governed in accordance with the laws of the State of Illinois. All disputes under this Agreement shall be resolved by the courts of the State of Illinois, including the U.S. Court for the Northern District of Illinois, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

**9. Agreement Binding on Successors.** The provisions of the Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors and assigns.

**10. Severability.** If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

**11. Entire Agreement.** This agreement constitutes the entire agreement between the parties of the subject matter herein, and revokes and supersedes all prior arguments between the parties on the same subject matter. This Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

**For Lobster Gram International, Inc.**

**For Licensee**

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

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

Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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