

**NATHAN'S FAMOUS BRANDED PRODUCT PROGRAM TRADEMARK AGREEMENT**

**1. LICENSE:**

a. NFSI grants to Buyer a non-exclusive, non-transferable license to use the "Nathan's Famous" trademarks (the "Trademarks"), on the terms and conditions of this Agreement, solely for the purpose to identify the Nathan's Famous products that Buyer is specifically authorized by NFSI to sell (the "Products").

b. Buyer agrees that they will provide NFSI with proof of purchase of, and usage information for the Nathan's Products and authorize each and every Distributor to provide NFSI with such information not less frequently than on a monthly basis, it being expressly agreed that Buyer waives any claims of confidentiality, propriety or privacy with respect to the release of such information to NFSI.

**2. QUALITY STANDARDS:**

a. Buyer agrees to buy Products only from NFSI or from a NFSI authorized food service distributor or food service purveyor (the "Distributor").

b. Buyer agrees to prepare and sell Products in accordance with NFSI's quality control standards, which NFSI shall provide to Buyer with the executed copy of this Agreement (the "Guidelines").

**3. TRADEMARK USE:** In connection with Buyer's use of the Trademarks, the parties agree that:

a. Buyer shall use only those specific Trademarks designated and authorized by NFSI.

b. Buyer shall use the Trademarks only in conjunction with:

i. the offer and sale of Products (and not in conjunction with the offer or sale of any other product or service);

ii. point-of-sale material to identify to the public that the Products offered for sale are "Nathan's Famous" authorized products purchased ;

iii. identifying to the public that Buyer offers Products for sale at Buyer's establishment; and/or;

iv. advertising, subject to Section 4 below (Buyer also agrees not to use the Trademarks in any other way (for example, on invoices, stationary, business cards, etc.).

c. NFSI exclusively owns all right, title, and interest in the Trademarks and the goodwill associated with them. Buyer understands that every use of the Trademarks shall inure solely to NFSI's benefit, and Buyer further agrees not to dispute or assist others in disputing directly or indirectly NFSI's right and title in the Trademarks.

**4. ADVERTISING:**

a. Buyer is under no obligation to advertise using the Trademarks.

b. Buyer agrees not to operate and/or advertise its establishment as a "Nathan's Famous" business. Buyer may, however, advertise, promote, and/or market using the Trademarks or making reference to the Products, but only with NFSI's prior written consent.

c. Buyer agrees that any sign Buyer wishes to display that uses the Trademarks or that makes reference to the Products shall either be: (a) purchased from NFSI; (b) given to buyer or (c) one that NFSI has approved in writing.

**5. INDEMNITY/ISURANCE:** Buyer shall defend, indemnify and hold NFSI harmless against any and all claims, costs and expenses (including legal fees) arising out of or otherwise relating to Buyer's acts or omissions in connection with the Products. Buyer shall, at all times, maintain insurance policies to provide the types and amounts of coverage that are customary in the food service industry, with each such policy naming NFSI as an additional insured.

**6. TERMINATION:** Buyer and NFSI shall each have the right to terminate this Agreement, at any time, with or without cause, on thirty (30) day's prior written notice to the other. If this Agreement is terminated, all rights granted to Buyer under this Agreement shall immediately terminate, and:

a. Buyer shall immediately and permanently stop using, in any way whatsoever, the Trademarks, any other "Nathan's Famous" mark, and any other NFSI marks;

b. Buyer shall immediately and permanently stop offering Products for sale;

c. Buyer shall not thereafter, directly or indirectly, represent that it has (or had) any affiliation with NFSI, the Products, or the Trademarks; and

d. Buyer shall immediately return to NFSI the Guidelines, which are acknowledged to be NFSI's property.

**7. GENERAL PROVISIONS:**

a. This Agreement is the complete Agreement between NFSI and Buyer. The parties agree that they are not relying on anything other than this Agreement in deciding to sign this Agreement.

b. The only way to amend this Agreement is in writing, signed by both parties.

c. This Agreement takes effect when NFSI accepts and signs the Agreement.

d. This Agreement shall be interpreted exclusively under the laws of New York State, which will prevail if there is any conflict of law (without regard to, and without giving effect to, the application of New York choice of law rules).

the parties hereto have duly executed and delivered this Agreement in duplicate on the day and year first above written.

**NATHAN'S FAMOUS SYSTEMS, INC. (NFSI)**

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

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

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

**PLEASE FILL IN ACCT INFORMATION BELOW:**

\_\_\_\_\_  
**(COMPANY NAME) (Buyer)**

Name of Owner: \_\_\_\_\_

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

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

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

Type of Business: \_\_\_\_\_

\_\_\_\_\_

**Shipping Information:**

Ship to address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Contact: \_\_\_\_\_

\_\_\_\_\_

**Distributor Information**

Distributor Name : \_\_\_\_\_

Dist. Account # \_\_\_\_\_

Broker: \_\_\_\_\_

\_\_\_\_\_

**Fax completed form to:  
ATTN: Celi Delgado at (516) 338-5715  
or e-mail signed copy to  
[cdelgado@nathansfamous.com](mailto:cdelgado@nathansfamous.com)  
516-338-8500 X 262**

**Include your EMAIL address below so we can confirm that this has been received and processed.**

\_\_\_\_\_  
**EMAIL ADDRESS**

Revised: 12/09

IN WITNESS WHEREOF,