

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT ("Agreement") is made effective this ____ day of ____, 2014 ("Execution Date"), by and between Steak & Hoagie Factory Licensing, Inc., a Pennsylvania corporation with a principal place of business at 189 Street Road, Warminster, PA 18974 (the "Licensor") and _____ a _____ with a principal place of business at _____ (the "Licensee"). Collectively, Licensor and Licensee are referred to herein as the "Parties" or, each, a "Party."

RECITALS:

WHEREAS, Licensor owns certain trademarks and service marks in connection with restaurant franchising; restaurant management for others; on-line ordering services in the field of restaurant take out and delivery; restaurants; restaurant take out and delivery, depicted in the attached **Schedule A** (the "Licensed Marks");

WHEREAS, Licensee desires to take a license from Licensor to use the Licensed Marks pursuant to the terms and provisions set forth herein; and

NOW, THEREFORE, for and in light of the mutual promises set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

DEFINITIONS

1.1 For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Licensed Marks" has the meaning set forth in the Recitals;

(b) "Licensed Services" means the provision of restaurants serving cheesesteaks, steak sandwiches, subs, hoagies and similar sandwiches and takeout and delivery services associated therewith;

(c) "Person" means any natural person, partnership, sole proprietorship, corporation, association, joint stock company, trust, joint venture, unincorporated organization, any governmental entity or any department, agency or political subdivision thereof, or any other entity whatsoever

(d) "Term of this Agreement" shall have the meaning set forth in Section 6.1;
and

(f) "Territory" means _____.

ARTICLE TWO

GRANT OF LICENSE

2.1 Subject to the terms and provisions set forth in this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, non-sublicensable, revocable right and license, for the Term of this Agreement, to promote, advertise, and provide the Licensed Services under the Licensed Marks within the Territory.

2.2 Licensee shall only use the Licensed Marks as expressly authorized by this Agreement.

2.3 Licensee's license shall include the right to display the Licensed Marks on Licensee's website located at _____ and in connection with the advertising, promotion, sale and provision of Licensed Services to customers.

2.4 Licensee has no right to use nor shall Licensee use the Licensed Marks in connection with any goods or services other than the Licensed Services.

2.5 All use of the Licensed Marks by Licensee on Licensee's web site and in any marketing, advertising or promotional materials shall identify that all use of the Licensed Marks in the U.S. by Licensee is via a license from Licensor.

2.6 The goodwill associated with any and all use of the Licensed Marks by Licensee shall inure to the sole benefit of Licensor.

ARTICLE THREE

QUALITY CONTROL

3.1 In order to protect the Licensor's goodwill and reputation and in order to prevent any deception to the public, Licensee covenants and agrees as follows:

(a) All material bearing or displaying the Licensed Marks shall be consistent with the high quality image heretofore associated with the Licensed Marks.

(b) The nature and quality of the Licensed Services provided during the Term of this Agreement shall be of a high quality and shall be consistent with the nature and quality of the services Licensor presently provides in conjunction with the Licensed Marks.

(c) The Licensed Services, and any related materials, shall comply with all applicable federal, state and local laws and regulations.

(d) Licensee agrees to provide Licensor with samples of all printed materials showing Licensee's proposed use of the Licensed Marks prior to Licensee commencing use of the Licensed Marks in connection with this Agreement. Licensor shall have ten (10) business days to review such printed materials and to, in Licensor's reasonable, sole discretion, refuse or approve the same. If Licensor refuses such materials, Licensee agrees not to use the same in any manner whatsoever and to immediately destroy the same. If Licensor approves such

materials, Licensee agrees to use only such approved materials and not to deviate therefrom in any material respect. If Licensor does not provide its refusal or acceptance of such materials within ten (10) business days, such materials shall be deemed refused for purposes of this Agreement.

(e) Licensee's provision of the Licensed Services shall in no manner reflect adversely upon the good name of Licensor or upon the goodwill and reputation associated with the Licensed Marks.

(f) Licensee hereby agrees that Licensee will only use the rolls and steaks distributed by _____ in connection with Licensee's sale, distribution or offering for sale of any cheesesteaks, steak sandwiches or other hoagies, subs, or similar sandwiches or foodstuffs offered in connection with its restaurant service. Licensee agrees that its use of such distributor's rolls and steaks is a material term of this Agreement and such use is pertinent to maintaining the quality of restaurant services consumers have come to expect from Licensor and offered under the Licensed Marks.

3.2 Licensor's acceptance or approval of representative samples of materials related to the Licensed Services shall not be deemed to expand or modify the scope of this Agreement or the services that Licensee may render under it. Licensed Services may be expanded or modified only by a written instrument signed by both Parties.

ARTICLE FOUR

PROTECTION OF THE LICENSED MARKS; LIMITATION OF LIABILITY

4.1 Licensee acknowledges and agrees that:

(a) Licensee shall acquire no ownership rights to the Licensed Marks by virtue of this Agreement or otherwise and that all uses of the Licensed Marks by Licensees shall inure to the benefit of Licensor;

(b) Licensee shall not, during the Term of this Agreement or thereafter, directly or indirectly, contest or aid others in contesting Licensor's ownership of the Licensed Marks or the validity of the Licensed Marks; and

(c) Licensee shall not, during the Term of this Agreement or thereafter, do anything, which impairs Licensor's ownership of or the validity of the Licensed Marks.

4.2 LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MARKS, WHICH ARE PROVIDED FOR USE "AS IS." LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED MARKS.

ARTICLE FIVE

ASSIGNMENT

5.1 Licensee may not, without Licensor's prior written consent, directly, by operation

of law, by merger or otherwise, assign, hypothecate, pledge or transfer this Agreement or any of its rights, licenses or obligations hereunder. There are no restrictions on Licensor's assignment of this Agreement or Licensor's rights or obligations hereunder.

ARTICLE SIX

TERMINATION; OBLIGATIONS ON EXPIRATION

6.1 The Term of this Agreement shall mean the period commencing as of the Effective Date and continuing until (i) thirty (30) days after Licensee provides Licensor with written notice of an intent to terminate this Agreement, (ii) Licensor provides Licensee with written notice of Licensor's intent to terminate this Agreement; (iii) Licensee breaches any term or condition of this Agreement. Upon the expiration of the Term of this Agreement, Licensee shall immediately cease all use of the Licensed Marks, or variations or simulations thereof, and Licensee shall immediately cease any and all use of any means of identification used by Licensor, whether by service mark, trade name, trademark, design or otherwise.

ARTICLE SEVEN

GENERAL PROVISIONS

7.1 All of the obligations under this Agreement, which by their terms, require compliance subsequent to the expiration or cancellation of this Agreement, shall survive such cancellation or expiration.

7.2 This Agreement shall be binding upon and inure to the benefit of the Parties and the successors and permitted assigns of each respective party.

7.3 This Agreement is executed and delivered within the Commonwealth of Pennsylvania, is made in contemplation of its interpretation and effect being construed in accordance with the laws of said Commonwealth, but without giving effect to the principles of the conflicts of laws thereof.

7.4 This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

7.5 If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law or public policy, all other conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective, duly authorized officers as of the date and year first written above.

For: STEAK & HOAGIE FACTORY LICENSING, INC.

By: _____
Name: _____
Title: _____
Date: _____

For: LICENSEE

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

Licensed Marks



1. U.S. Trademark Reg. No. 2897829 for
2. U.S. Trademark Reg. No. 2971688 for STEAK & HOAGIE FACTORY
3. STEAK AND HOAGIE FACTORY (word mark)



4. (design mark)