

Ask a Lawyer

Ask a Question

Today's Q&A

Question & Answer Archive

Topic Schedule

Research Areas of Law

Bankruptcy

Family Law

Labor and Employment Law

Personal Injury

Real Estate

Related Links

Articles:

- [Do I Really Need a Lawyer?](#)
- [Selecting a Lawyer](#)
- [Lawyers' & Clients' Responsibilities to Each Other](#)

Ask a Lawyer > Question & Answer Archive

Ask a Lawyer Archive



How Do I Develop A Product That Would Be Branded With The NFL Logo?

[Kristie Prinz](#)

Q.

I have an idea for a product that already exists which combines that product with logos from an already existing company, the NFL. I think the idea would sell big but how do I capitalize it?

-- Matt

A.

The short answer is that you will need to obtain and enter into a trademark license with the NFL in order to be able to legally go forward with the development and commercialization of your idea. Without a trademark license, you would be committing trademark infringement if you proceed with the commercialization of your idea.

So, you may be asking: what is a trademark license?

A trademark license is an agreement that grants a licensee certain rights in the use of the trademark. While parties can agree to both exclusive and nonexclusive licenses, in the case of the NFL, you would most likely only be offered a nonexclusive license to use and sell goods using the NFL logo. In exchange for the right to use the logo, you would be responsible for the payment of a royalty fee to the NFL on sales of the goods using the logo. This royalty fee would most likely constitute a percentage of the overall volume of sales of your product, although it could also constitute a fixed fee per unit of product sold.

Besides the license grant and royalty fee term, what other terms and conditions would you typically find in a trademark license agreement?

One of the most important terms in any trademark license are the terms which enable licensor to control and protect the quality and use of the trademarks. To ensure quality control, Licensor will often require licensee to submit for pre-approval any sample uses of the trademark.

Browse for a Lawyer

- [Find Lawyers & Law Firms by State or Province](#)
- [Find Lawyers & Law Firms by Area of Law](#)

Find a Lawyer

Type in an area of law or a lawyer/firm name:

City:

State:

Country:

[Advanced Search](#)

[Search Help](#)

In addition, a second clause of importance in any trademark license is the good will clause where licensee will address the value of good will in the licensor's trademark and will attempt to protect the good will of the trademark to the extent possible.

A third term that is important to a trademark license is the term which addresses what happens in the case of trademark infringement. Licensors will typically require licensees to at the very least participate and assist in the defense, and they will want to state who will be entitled to the proceeds of any awards or settlements.

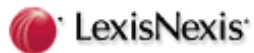
A fourth and final term of importance in any trademark license agreement is an audit clause, which will enable the licensor to audit your books, in order to confirm that you have paid the correct amount of royalties. The licensor will often provide that in event of an underpayment of five percent of the royalties incurred, that licensee will be required to pay for the audit and immediately pay any underpaid royalty amounts previously incurred.

My advice is to contact the NFL about a trademark license and then consult with an [intellectual property licensing attorney](#) in your jurisdiction regarding the specific facts of your idea and the terms and conditions of the NFL trademark license. Such an attorney should be able to work with you to negotiate an acceptable license with the NFL, so that you can move forward with developing and commercializing your idea.

-- Kristie Prinz

---

[Find a Lawyer](#) | [Research Legal Information](#) | [Ask a Lawyer](#) | [Blogs](#) | [Contact Lawyers at attorneys.com](#) | [Community](#)



**LexisNexis Martindale-Hubbell is the most complete, trusted source for identifying qualified legal counsel.**

Disclaimer: The information provided on Lawyers.com is not legal advice, Lawyers.com is not a lawyer referral service, and no attorney-client or confidential relationship is or should be formed by use of the site. The attorney listings on Lawyers.com are paid attorney advertisements and do not in any way constitute a referral or endorsement by Lawyers.com or any approved or authorized lawyer referral service. Your access to and use of this site is subject to additional [Terms and Conditions](#).

[Martindale.com](#) | [Canada](#) | [attorneys.com](#) | [LawyerLocator.co.uk](#) | [www.findalawyer.cn](#) (China) | [www.law24.co.za](#) (South Africa) | [www.martindale.jp](#) (Japan) | [anwalt24.de](#) (German) | [martindale.co.il](#) (Israel) | [Lexis Nexis](#) | [lexisONE Free Case Law](#)

