

# Building a Successful Trademark Licensing Program

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## Introduction

Universities and other institutions of higher learning are facing increasing revenue pressures. Rising tuitions are putting greater pressure on students and their families. The average cost in tuition and fees for private colleges in 2010 was \$27,293, while the average cost for four-year public colleges during the same time was \$7,605, with two-year colleges costing \$2,713.<sup>1</sup> President Obama's proposed budget for higher education over the next ten years reduces support for higher education by \$89 billion over the next ten years.<sup>2</sup> In the face of cuts, universities are searching for other sources of revenue.

One source of revenue is the development of an intellectual property portfolio, including trademark licensing. Implementing a successful trademark-licensing program includes (1) understanding what a trademark is, (2) obtaining and protecting trademarks, (3) implementing a licensing program to generate revenue from the trademarks, and (4) using licensing as an enforcement tool to prevent and minimize potential losses.

## Building a Trademark Licensing Program

The first step in building a trademark-licensing program is for a university to identify its existing trademarks and build on those marks by recognizing and exploiting other potential marks.

### What Is a Trademark?

Generally, a trademark is an identification of the commercial origin of a product or service; in other words, a source indicator for goods or services. Essentially, a trademark is a manifestation of a brand, such as the identification of the university as a source for goods and services. For example, the university name, the university seal, and the university mas-

cot, as well as any nicknames. From a technology transfer perspective, this would include university-developed programs, joint ventures, and research groups.

Trademarks are important because they identify the source or origin for products and services and provide notice to others of where those goods and services originate. This encourages product quality and ultimately provides consumer protection. Consumers are given certainty of the source of products or services. Another way of looking at this is that a trademark embodies the good will of its owner, and consumers often make purchasing decisions based on that good will. It is that good will associated with a trademark that the licensee is willing to pay for when it licenses a trademark.

### **What Are the Different Types of Trademarks?**

A trademark is any word, name, symbol, or device, or any combination thereof that serves as an identification of the origin of a product or service.<sup>3</sup> Service marks are used to identify and distinguish the services of one entity, including a unique service, from the services of others and to indicate the source of the services even if that source is unknown.<sup>4</sup> For the purposes of this discussion, the term *trademark* will be used interchangeably for a trademark or a service mark.

The traditional use of trademarks by universities is the licensing of marks, logos, and designs for use with merchandise related to the university and its sports teams. University technology departments can also build trademark portfolios and license those trademarks.

### **How Are Trademark Rights Obtained?**

Essentially, the underlying concept to all trademark rights in the United States is that all rights are derived from use. First in time, first in rights; whoever uses a mark first has the superior rights. These rights, known as common law rights, establish the trademark owner's rights in the United States and certain other countries. Under common law rights, a trademark owner has rights based on its use of a mark for particular goods, in a specific geographic area, where it has made actual use of the mark for those goods. This use may be made through a licensee, even if that is the only use of the mark.<sup>5</sup>

In the United States there are also rights based on registration, both state and federal. In order to obtain federal registration rights, however, the owner must still use the mark, and that use must be in commerce.<sup>6</sup> This is in contrast to much of the rest of the world, where rights may be acquired simply through a trademark registration.<sup>7</sup>

### **What Are the Benefits of a Federally Registered Trademark?**

The registration and enforcement of trademarks in the United States are governed by the Trademark Act of 1946, 15 U.S.C. §§ 1051, et seq., also known as the Lanham Act. Trademarks are registered with the U.S. Patent and Trademark Office (USPTO). There are two types of federal registration: (1) registration on the Principal Register, providing maximum benefits, and (2) registration on the Supplemental Register, providing limited benefits.

#### *Registration on the Principal Register*

Fanciful, arbitrary, and suggestive marks, which are inherently distinctive, are all registrable with the USPTO on the Principal Register. Descriptive marks, surnames, and other noninherently distinctive marks are also registrable on the Principal Register if the owner can prove secondary meaning or acquired distinctiveness.

The most interesting and essential feature of a federal registration is that a trademark owner is able to establish trademark rights by simply filing a federal trademark application with a bona fide intent to use the mark.<sup>8</sup> Essentially, this allows the trademark owner to establish constructive use by merely filing a U.S. trademark application. The filing date will be considered the owner's use date once use in commerce commences and the mark is allowed to register.<sup>9</sup> This use may not commence until some time (even years) after the trademark application was filed.

For a potential licensee these registration rights are very important. The licensee is purchasing the right to use the trademark. He or she wants certainty that the rights being acquired are valuable and valid. A federal registration gives the licensee a great deal of reassurance that the rights he or she is purchasing are valuable based on these enumerated rights.

Benefits of federal registration from a licensing perspective are:

- (a) constructive notice to the public of the registrant's claim of ownership of the mark,<sup>10</sup>
- (b) a legal presumption of the registrant's ownership of the mark and his or her exclusive right to use the mark nationwide on or in connection with the goods and/or services listed in the registration,<sup>11</sup>
- (c) the ability to bring legal action concerning the mark in federal court,<sup>12</sup>
- (d) the ability to record the registration with the U.S. Customs Service to prevent importation of infringing foreign goods,<sup>13</sup>
- (e) the registrant's exclusive right to use a mark in commerce on or in connection with the goods and/or services covered by the registration can, after five years, become incontestable and can only be cancelled or revoked under limited circumstances,<sup>14</sup> and
- (f) a registrant can use a U.S. registration as a basis to obtain a registration in a foreign jurisdiction.<sup>15</sup>

Other benefits of a U.S. trademark registration are (a) that the owner has an exclusive right to use the mark for the goods and services or any similar goods and services within a reasonable zone of expansion and (b) the ability to prevent the use of any confusingly similar marks or names in conjunction with identical or related goods and services.<sup>16</sup>

Another key benefit of federal registration is that the rights will continue for as long as use continues. The term for a registration in the U.S. is ten years, but it can be renewed for like terms indefinitely as long as use continues. Rights may be lost, however, where there is nonuse without an intent to resume use for three years<sup>17</sup> or if the mark becomes generic.<sup>18</sup>

Finally, the owner of a federal registration is entitled to use the registration symbol,®, to denote that its mark is registered.<sup>19</sup> Prior to registration, a trademark owner can use the trademark (TM or SM) symbols to designate its claims of trademark rights.

### *Registration on the Supplemental Register*

Marks that are descriptive, surnames, or other marks not inherently distinctive are not eligible for registration on the Principal Register. If, however, these marks are capable of distinguishing a trademark owner's goods or services they may be registered on the Sup-

plemental Register.<sup>20</sup> Generic marks are not eligible for registration on the Principal Register or the Supplemental Register.

Registrations on the Supplemental Register do not have many of the benefits of a registration on the Principal Register. The primary benefits of a registration on the Supplemental Register are that:

- (a) it will be cited by the USPTO to prevent registration of an identical mark for identical goods or services,
- (b) the owner of a registration on the Supplemental Register has the ability to bring legal action concerning the mark in federal court,<sup>21</sup> and
- (c) the right to use the ® federal registration symbol.<sup>22</sup>

A registration on the Supplemental Register can be used as evidence to establish acquired distinctiveness or secondary meaning to allow registration on the Principal Register.<sup>23</sup> As a general rule, a university should avoid selecting noninherently distinctive marks and registrations on the Supplemental Register if it hopes to build a strong trademark portfolio.

### *State Trademark Registration Rights*

These rights are in contrast to federal trademark registration rights. Although a state registration is inexpensive and supports the owner's common law rights, its scope is very narrow, usually limited to the state where the mark is registered. State registrations are not recommended unless a university does not intend to use its mark in commerce or license it for goods sold outside the state. In most instances that is not the case and it makes sense for a university to go forward with a federal trademark registration.

### **Standard for Trademark Infringement**

Trademark infringement is defined as whether or not a mark creates a likelihood of confusion when used on or in connection with the goods and services of another similar, competing mark to cause confusion, mistake, or to deceive.<sup>24</sup> At its core, the basic principle for determining confusion between marks requires that the marks be compared in their entirety and must be considered in connection with the particular goods and services for which the marks are used.<sup>25</sup> There is no mechanical test for determining a likelihood of confusion between marks.

The issue is not whether the actual goods and services are likely to be confused, but rather whether there is a likelihood of confusion as to the source of those goods and services.<sup>26</sup> Determining likelihood of confusion is, therefore, very subjective and fact specific. The issue is not whether the goods and services will be confused with each other, but rather whether the public will be confused about their source. It is not necessary to show actual confusion to establish a likelihood of confusion.<sup>27</sup> Generally, a university, in selecting a mark, will seek to avoid a likelihood of confusion with a prior mark. At the same time, a university will enforce its marks and will seek to stop others from using a mark that creates a likelihood of confusion with its own prior marks.

## Maximizing Trademark Assets

To maximize trademark assets, a university must develop an effective trademark strategy, including a licensing program. This means identifying core marks, and then ranking your other marks on the basis of importance. For example, the university's name, seal, and mascot are likely to be core marks. Other marks of importance include the key nicknames and logos and other strong brands that consumers associate with the university. The next step is identifying the university's key goods and services. Education and sports entertainment immediately come to mind, as do clothing, toys, bags, jewelry, glassware, and other accessories.

Another way to maximize a trademark portfolio is to register trademarks for institutions and organizations within the university. This may include university-developed software, telecommunications services by way of cable television programming, and various schools within the university, for example, a school of business or a school of law. All this will create an ever-widening pool of trademarks that can then be licensed or used by the university for a wide variety of goods and services that will all result in further growing revenues to the university.

For a university to maximize its trademark assets, it is imperative that its trademarks be inherently distinctive and that they are registered on the Principal Register. What are other factors that a university should consider in establishing a successful trademark-licensing program?

## General Considerations

One area that is often overlooked is the importance of doing a clearance search. It is important that a university should adequately screen its marks prior to selecting a mark for use and registration. The search will help the trademark owner determine whether the mark is available or give a risk assessment of possible trademark infringement.

Building a trademark portfolio can be very expensive, both domestic and foreign. There are costs associated with searches, the preparation and filing of trademark applications, the prosecution or process for obtaining those trademark registrations, and the maintenance of the resulting registrations. A university would do well to carefully balance the cost of developing and registering a trademark against the revenues to be derived from that trademark. Not every mark needs to be registered for every product or service that the university would like to protect with a trademark registration and ultimately license to others.

## Licensing Trademarks

Why should a university license its trademarks? First, there are marketing motivations to consider. It allows an expansion of the awareness of the university and its products without incurring the cost. The licensee will do the advertising for the licensed mark and products. Along those same lines, the university will expand beyond its core business without a significant capital investment. This expansion allows the university to update its image and reach out to new customers with new products, which has the overall effect of enhancing the university's image and commercial appeal and ultimately raising revenues.

The traditional avenue for a university to maximize revenue for its trademarks is by licensing their use to third parties. This licensing right could include the right to use the university's name, official seal, or other logos, sports mascots, or any of its other exclusive brands. The licensees who use the mark will assist the university in generating revenue because the licensee has a greater expertise or ability to sell university-branded products to the purchasing public. The licensee enters into the licensing agreement because he or she realizes that there is greater revenue potential selling the product or services with the university trademark than without it.

In return for this, the licensee agrees to pay the university a licensing fee or royalty payments that generate a revenue source without requiring the university to manufacture or market those same products. By licensing and merchandising products bearing the university trademarks, both parties enjoy a mutually beneficial relationship.<sup>28</sup> For example, for the year 2005-2006, the University of Texas led the nation in licensing revenue and set a record with \$8.2 million in royalties.<sup>29</sup>

Why should a university not grant a license? When it does not make sense from a financial and marketing perspective. Granting a license should not create a competitor. There are costs associated with any warranties or guarantees made, as well as with the license administration. Care must be taken to ensure that the value of the licensed trademark is not underestimated.

### *What Is a Trademark License and How Does It Work?*

A trademark license is an agreement between the owner of a trademark (the licensor) and a third party (licensee) to allow the licensee to use the licensor's trademark. Remember, trademark rights are based on use. Use by a licensee will inure to the benefit of the licensor. The university as the licensor will often apply to register its mark for a wide variety of goods and services, but that use and registration is supported by the licensee's use and not the university's use.

Generally, a license is nonexclusive; the university will license its trademark to a wide variety of licensees. In a typical trademark-licensing arrangement, the university will grant a nonexclusive license to third-party licensees, which grants the right to use one or more of its trademarks. These licensees are manufacturers, retailers, vendors, and others who wish to apply the university's trademarks to products or use the university's trademarks in advertising and promoting services. There is also the option of an exclusive license. An exclusive licensee has the right to enforce the mark without the consent or joining with the licensor.

The agreement sets forth the terms by which the licensee is allowed to use the mark. Generally, the licensee will be required to submit certain background and financial information concerning its company and the products for which it intends to use the mark. The university should be careful to ensure that it picks quality licensees who will produce quality products bearing the university trademarks.

### *Basic Requirement: Quality Control by the Licensor*

As the owner of a trademark, the licensor must control the use of its mark by the licensee. The key to a proper license is for the licensor to maintain quality controls for the products sold by the licensee and require that they meet certain standards for use. Because, from a legal standpoint, all use by the licensee inures to the benefit of the licensor, the licensee's use must be controlled by the licensor. Failure by the licensor to control the licensee's use may result in a finding that the licensor has abandoned its rights.<sup>30</sup> This also has practical applications.

From a practical standpoint, if the university's mark is going to be appearing on products produced by a third party, and its good name and the associated good will of its mark appears on that product, it is in the university's interest to make sure that the products are of a certain quality so as not to reflect poorly upon the institution, its good name, and its mark.<sup>31</sup> A university will require product samples to be submitted for prior approval to ensure that the licensee's products fulfill certain quality criteria.

The university should also set forth for its licensees certain standards for use. Failure to maintain this control will result in the mark becoming diluted and in those exclusive rights that are claimed by the owner becoming eroded. Standards for use would include the size, shape, color, or context in which a university trademark may be used. The university must strictly control the goods and services associated with its marks. For example, there should be prohibitions against use with alcohol, tobacco, weapons, sexually explicit activities, or other goods and services that would reflect poorly upon the university and its reputation.

### *Licensing Fees and Royalties*

The university will receive an income stream from licensing fees and royalties associated with the license. These can be structured in many different ways, including a fee to the university for entry into the license with a third party and/or in combination with a royalty. Royalties are generally computed based on a percentage of net sales and generally range from 8 percent to as high as 12 percent.

### *Key Points for Trademark License*

The following are some of the key points for inclusion in a trademark license.

1. *Clear identification of the parties as the licensor and the licensee:* The names and addresses of the parties should be listed together with their states of incorporation. It is important that the parties are adequately identified so that there is no ambiguity as to who is licensing the trademarks to whom.
2. *Clear background information:* For example, identity of the licensor and licensee, their business, and their reasons for entering into the license. There should be an acknowledgement of licensor as owner of trademarks and licensee's desire to use the trademarks that are the property of the licensor.
3. *The license should define key terms:* For example, the trademarks and the particular goods associated with each mark.
4. *Express grant of license:* This sets forth whether the license is exclusive, nonexclusive, or semiexclusive; perpetual or limited in its duration; the scope; whether it is worldwide or geographic in limitation; and whether it includes the right or authority to sublicense. All of this sets forth the conditions upon which the licensee and licensor agree that the mark or marks shall be used.
5. *Representations and warranties:* These are typically made by the licensor and include ownership of the mark and the power to grant a license, as well as a warranty that the licensor is the owner of the mark, and that the marks do not infringe third-party marks. The licensor will also usually represent that it has the right and authority to enter into the agreement without violating any right or obligation to a third party.
6. *Restrictions:* These are typically borne by the licensee and govern the licensee's ability to use the mark. This would include an agreement that the licensee will manufacture or arrange for manufacture of the goods in accordance with standards and specifications approved by the licensor, and the licensee will agree to permit the licensor or its authorized representative to inspect the goods and methods of manufacture at a reasonable time and place. The licensee will usually agree to allow the licensor to review advertising copy for goods with which trademarks are used and will agree to incorporate or make any suggestions or changes the licensor may require with regard to the advertising. This includes an agreement to properly mark the goods with the appropriate registration symbol, whether it be the ® or TM or another designation. The licensee recognizes the licensor's right, title, and interest in the trademarks and the

good will associated therewith, and that as a condition of the license, the licensee will not contest the validity of any registration or application to register the trademarks. The licensee will agree not to register the trademarks. This is especially important in a foreign jurisdiction where trademark rights are based on the registration of the mark. The licensor may license the right to use the mark to the licensee, but without the registration, licensee has no legally recognized ownership in the mark. In connection with this, the licensee acknowledges that the license granted is not intended to be construed as an assignment of any rights in the trademarks owned by the licensor.

7. *Payment of royalties:* This should be set forth very carefully and includes whether royalties will be calculated based on a formula as a percent of net sales, volume of sales, value of sales, and when those sales will be calculated. There is also the issue of a cash down payment and whether that payment is applied to the subsequent royalties or is considered an upfront licensing fee. Other factors for consideration include a guaranteed minimum payment and agreed to or stipulated maximum amount, as well as any suspension or adjustment of payment in the event of third-party competition, inability to sell the product due to acts of God or other incidents outside the control of the licensee, as well as a payment schedule, penalty rates of interest for late payment, currency method and place of payment, and any other matters concerning payment.
8. *Recordkeeping:* If the license has a schedule of royalties, then it should also set forth the terms for the licensee to provide records and reports to the licensor. This includes a reporting schedule, maintaining records for a stipulated purpose for a stipulated period, availability of those records to acceptable auditors at licensor's expense, maintaining confidentiality of those records, and defining the specific accounting periods.
9. *Trademark infringement and enforcement:* In the event of trademark infringement, the agreement should set forth the duties and the obligations of the parties. These include the licensor's right to sue the infringer, the licensor's obligation to sue the infringer, the licensee's right to sue the infringer if the licensor fails to do so, and the licensor's cooperation or enjoinder in the licensee's infringement suit; in the event that the licensor takes no action or is not obligated to do so, allotment of payment of attorney's fees and expenses, division of recovery in excess of fees and expenses, and whether there is an abatement of royalties due to the licensor during a lawsuit or a period of infringement.

10. *Termination and renewal*: Unless the license is for an indefinite period, the license should set forth the stated termination date and whether or not there is a right of renewal. It should also state the terms upon which the agreement may be terminated upon written notice of breach or default and any other issues related to termination.
11. *Notices*: Where and to whom notice will be sent, including address of licensor and counsel and address of licensee and counsel, and the effect of notice upon mailing receipt or other method of communication.
12. *Other issues for consideration*: Finally, an agreement should include such language governing the binding effect on successors, the license being the entire agreement, any and all amendments are to be written, severability with regard to any provisions that may be invalid, and the governing law, as well as the jurisdiction.

This list is by no means exhaustive, nor are all of those elements required. Boilerplate or form agreements should be used judiciously. An agreement should reflect the intent of the parties and be tailor-made for the licensing relationship.

### *Establishing a Successful Trademark Licensing Program*

Establishing a successful trademark-licensing program involves registering marks for a wide variety of goods and services, having a fairly sizable portfolio of different and recognizable university trademarks, and finding appropriate third-party licensees who will use these marks for various goods and services. It is important that universities diversify their goods and services beyond what may be seen as the traditional uses.

For example, university trademarks for clothing have gone beyond jackets, hats, and sweatshirts to include children's clothing. Most universities have licensed their marks or registered them for entertainment services related to sporting events and other athletics. Universities sell branded food items including coffee and other soft drinks. All of these are potential revenue sources.

Trademark licensing programs must be properly administered in order to be effective. To achieve this, many universities have created offices or departments solely dedicated to trademark protection and licensing. These departments assist in handling and assessing various trademark licensees, computation of royalties, and other details. This allows the university to license and control its marks directly to third-party licensees.

For example, Harvard University has an independent trademark licensing office.<sup>32</sup> The advantages of an independent trademark licensing office include greater control over third-party use of marks as well as maximizing revenues from licensing arrangements.

There are also outside companies that will handle the licensing of a trademark for a university. Universities can often benefit from the experience and resources a licensing company can provide, especially when negotiating agreements with multiple licensees, and in handling and coordinating all of the various agreements. In a survey of major U.S. universities, both public and private, thirty-eight schools used a licensing agency, while twelve schools managed their programs internally.<sup>33</sup>

The most well-known of these licensing agencies include the Collegiate Licensing Co. and the Licensing Resource Group.<sup>34</sup> Based on the client lists available from both of these companies, the trend appears to be for universities to employ these services to increase revenue while simplifying the process by not having to devote university resources to maintain an independent licensing office.

## Enforcement of Trademark Rights

As a trademark owner, the university has a duty, like every other trademark owner, to enforce its trademark rights. Failure to enforce a trademark will result in that mark becoming diluted. As the owner of a trademark, a university wants to protect the good will of the organization for its students, faculty, alumni, and the general public and maintain its status as the source indicator and the party with exclusive rights to use the mark. Remember, one of the goals is to prevent consumer confusion. In order to do this, a university must be in a position to enforce its trademark rights.

A licensing agreement should set forth which party will be responsible for enforcement. Generally, the licensor will have the duty to enforce, unless the license is exclusive. In that case, the licensee may have the duty to enforce the mark. In either case, the parties will cooperate to assist in the enforcement. Related to this is indemnification, and similarly, the license agreement should set forth which party will indemnify the other or whether the cost of enforcement will be shared equally.

Generally, a trademark owner or licensee should be willing to employ an attorney or other trademark professional to assist in establishing an effective enforcement program. One object is to establish a trademark-watching program through a commercially available watch service. This involves checking the trademark applications being filed and published to watch for potentially infringing marks. Other sources for identifying and reporting unauthorized uses are employees, faculty, students, and alumni.

## How It All Comes Together

An example of how a university can generate and protect revenue from a trademark-licensing program is as follows:

A university decides to choose an inherently distinctive new design for a mascot. This is a core mark so the decision is made to seek registration protection. University staff members perform a search to be sure that there are no other similar marks already in the marketplace. The search comes back clear. The university files an application to register the mark for a variety of goods and services. The mark is allowed to register for some of the goods, but the university is not yet using all of the goods or services, so it begins a licensing program so that use by the licensees will be to the benefit of the university, and the mark will be allowed to register for the remainder of the goods.

The university does not have a very large trademark program, so it hires a trademark licensing organization to administer the trademark-licensing program. The use of the mark is strictly controlled, and the licensees are required to submit product samples as part of the license. The licensees pay a licensing fee, and the products begin to generate profits based on the royalties.

The university has developed an online service for communication and transmission of information between institutions that have sought to register the mark in the United States and abroad. In connection with this service, they have developed a proprietary software and will license that software together with the corresponding trademark to the participating institutions in a royalty-free arrangement to encourage its use and growth of participation in the education community.

These are just examples, but one can begin to see how a successful trademark program can be built and implemented.

## Conclusion

Universities can reap significant benefits through increased recognition of their brands by implementing a trademark-licensing program. Establishing such a program is not difficult. It requires identifying the universities' distinct brands, registering them as trademarks, and implementing an effective licensing program to put those trademarks on a variety of products and services for sale to the public. This, coupled with a rigorous enforcement program, should result in increased revenue to those universities.

*For more information about trademarks, see the "Trademark Primer" chapter in Volume 1 of the 3rd Edition of the Association of University Technology Managers Technology Transfer Practice Manual.*

## Notes

1. "What it Costs to Go to College," [www.collegeboard.com/student/pay/add-it-up/4494.html](http://www.collegeboard.com/student/pay/add-it-up/4494.html); See also, William Trombley, "The Rising Price of Higher Education," [www.highereducation.org/reports/affordability\\_supplement/affordability\\_1.html](http://www.highereducation.org/reports/affordability_supplement/affordability_1.html).
2. John Lauerman, "Higher Education Funding Cut by \$89 Billion Over 10 Years in Obama Budget." *Bloomberg*, February 14, 2011, <http://www.bloomberg.com/news/2011-02-14/higher-education-funding-cut-by-89-billion-over-10-years-in-obama-budget.html>.
3. 15 U.S.C. §§ 1051 and 1052.
4. 15 U.S.C. § 1127.
5. *Central Fidelity Banks, Inc. v. First Bankers Corp. of Florida*, 225 U.S.P.Q. 438 (T.T.A.B. 1984).
6. Use lawfully regulated by the United States Congress. 15 U.S.C. §§ 1051(a)-(b); see 37 C.F.R. §§ 2.34(a)(1)(i), 2.76(b)(1)(ii) and 2.88(b)(1)(ii).
7. However, many foreign jurisdictions may require use in order to maintain that registration, which may become vulnerable to cancellation for nonuse after a certain period of time.
8. 15 U.S.C. § 1051(b).
9. 15 U.S.C. §§ 1057(c) and 1141(f).

10. 15 U.S.C. §1072.
11. 15 U.S.C. §§ 1057 (b) and 1115(a).
12. 15 U.S.C. § 1121.
13. 15 U.S.C. § 1124.
14. 15 U.S.C. §§ 1065 and 1115(b).
15. 15 U.S.C. § 1126(e).
16. *In re General Motors Corp.*, 196 U.S.P.Q. 574 (T.T.A.B. 1997).
17. 15 U.S.C. § 1127.
18. *H. Marvin Ginn Corp. v. International Association of Fire Chiefs, Inc.*, 228 U.S.P.Q. 528 (Fed. Cir. 1986).
19. 15 U.S.C. § 1111.
20. 15 U.S.C. §§ 1091-1096.
21. 15 U.S.C. § 1121.
22. 15 U.S.C. § 1111.
23. 15 U.S.C. § 1052(f).
24. 15 U.S.C. § 1052(d); 15 U.S.C. § 1114.
25. *In re Nat'l Data Corp.*, 224 U.S.P.Q. 749 (Fed. Cir. 1985).
26. *In re Shell Oil Co.*, 26 U.S.P.Q.2d 1687 (Fed. Cir. 1993).
27. *Weiss Associates Inc. v. HRL Associates, Inc.*, 14 U.S.P.Q.2d 1840 (Fed. Cir. 1990).
28. John Jennings, "University Trademark Licensing: Creating Value Through a 'Win-Win' Agreement," World Intellectual Property Organization, [http://www.wipo.int/sme/en/documents/uni\\_trademark\\_licensing.html](http://www.wipo.int/sme/en/documents/uni_trademark_licensing.html).
29. "Longhorns Hook Record Merchandising Revenue," *Associated Press*, August 26, 2006, <http://sports.espn.go.com/ncaa/news/story?id=2562097>.
30. *Hurricane Fence Co. v. A-1 Hurricane Fence Co., Inc.*, 208 U.S.P.Q. 314 (S.D. Ala. 1979).
31. John Jennings, "University Trademark Licensing: Creating Value Through a 'Win-Win' Agreement," World Intellectual Property Organization, [http://www.wipo.int/sme/en/documents/uni\\_trademark\\_licensing.html](http://www.wipo.int/sme/en/documents/uni_trademark_licensing.html).
32. See, "Harvard Trademark Program," [www.trademark.harvard.edu](http://www.trademark.harvard.edu).
33. John Jennings, "University Trademark Licensing: Creating Value Through a 'Win-Win' Agreement," World Intellectual Property Organization, [http://www.wipo.int/sme/en/documents/uni\\_trademark\\_licensing.html](http://www.wipo.int/sme/en/documents/uni_trademark_licensing.html).

34. For general information see, [www.clc.com](http://www.clc.com) for the Collegiate Licensing Co. and [www.lrgusa.com](http://www.lrgusa.com) for the Licensing Resource Group Inc. The author does not endorse either of these companies.