



## Trademark Licensing in Practice: Trademark Agreements that Perform, Protect, and Scale

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*This presentation is provided for informational purposes and does not constitute legal advice.*

## Poll 1: Contracting Experience

How regularly do you deal with commercial contracts in your role?

- Never
- Rarely
- Monthly
- Often
- Every day

## Poll 2: Trademark Experience

How much experience do you have working with trademarks (filings, enforcement, opinions, or disputes)?

- None
- Limited (a few matters)
- Moderate (regular but not primary focus)
- Extensive (a core part of my role)

## Poll 3: Trademark Licensing Experience

How many trademark license agreements have you handled directly?

- None
- 1–5
- 6–20
- More than 20

## Poll 4: Biggest Challenge

When working with trademark licenses, what do you see as the biggest risk area?

- Exercising quality control without overreaching
- Setting and collecting royalties
- Enforcement and infringement disputes
- None of the above/Not applicable

## Poll 5: Current Practices

In your current practice, how often do you see explicit provisions covering digital rights (domains, social media, app stores, NFTs, virtual goods) in trademark license agreements?

- Rarely or never
- Sometimes
- Frequently
- Almost always
- N/A

# Agenda



- Structuring the License Agreement
- Avoiding Naked Licensing
- Franchise vs. License
- Enforcement Rights and Obligations
- Marketplace and Influencer Use

# 1. Structuring the License Agreement

- Define licensed mark, field of use, territory, exclusivity, term
- Key financial terms: royalties, milestones, sublicensing rights
- Infringement enforcement and termination triggers
- Common pitfalls: unclear scope, missing digital rights, weak termination provisions





## 2. Avoiding Naked Licensing

- What is naked licensing and why it risks loss of rights
- Quality control provisions: product standards, approval rights, samples
- Inspection/audit rights and reporting obligations
- Documentation: compliance records and enforcement history



### 3. Franchise vs. License

- Franchise = trademark license + business control/assistance + fee
- Where licensing ends and franchising begins
- Red flags: operational manuals, mandatory suppliers, extensive training
- Safe harbor: focus control on brand quality, not operations



## 4. Enforcement Rights and Obligations

- Licensors must monitor misuse to preserve rights
- Licensee enforcement: typically tied to exclusivity
- Agreement terms: who enforces, who pays, who controls litigation, allocation of damages
- Practical monitoring tools: online marketplace sweeps, reporting obligations



## 5. Third-Party Marketplace & Influencer Use



- Risks with influencers, affiliates, resellers
- Need for clear trademark use permissions or licenses
- Best practices: brand guidelines, written agreements, ownership clauses
- Monitoring social media and marketplaces for misuse

## Key Takeaways

- Precise drafting reduces risk
- Active quality control protects rights
- Distinguish licenses from franchises
- Define enforcement clearly
- Manage marketplace and influencer use



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