

# Protect the Brand

Trademarks, Contracts, IP & Founder Risk

Protect your name, offers, content, agreements, and business relationships before problems arise.

THE STRATEGY COUNSEL

FUNDABLE • VISIBLE • COMPLIANT

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# Why Protection Matters After Visibility Grows

You built something real. Your name is circulating. People are tagging you, sharing your content, referring clients, and watching your brand grow. That visibility is a milestone — and it's also a vulnerability.

## The Visibility Paradox

The more recognizable your brand becomes, the more attractive it is to copycats, competitors, and opportunistic claimants. Growth without protection is growth with an open door.

## What We Cover Today

- Trademarks & brand identity protection
- Contracts, agreements & IP ownership
- Specific risks by founder type
- Your brand protection action plan

# What Founders Often Fail to Protect

Most founders focus on building — not shielding. By the time a problem surfaces, the unprotected asset has real market value, which makes the threat far more costly to resolve.

## Business Name

Used for years with no trademark registration — leaving it exposed to a competing claim.

## Signature Offers

Course names, program titles, and frameworks built without IP documentation.

## Client Agreements

Handshake deals or basic templates that fail to define scope, ownership, or recourse.

## Digital Content

Blogs, curricula, and social content published without copyright notice or licensing terms.



If you built it, branded it, or sell it — it needs protection before someone else claims it.

# Brand Names & Trademarks

Your business name is the cornerstone of your brand equity. Registering a business entity or buying a domain does **not** give you trademark rights. Only a federal trademark registration protects your name from use by competitors in the same industry — nationwide.

## What a Trademark Protects

- Business names and DBAs
- Service marks and brand identifiers
- Your right to use the name nationally
- Your ability to stop infringing use

## Common Misconceptions

- LLC formation ≠ trademark protection
- Domain ownership ≠ exclusive rights
- First use ≠ federally protected use
- Social media handle ≠ trademark rights



# Logos, Taglines & Course Names

Your intellectual property extends well beyond your business name. Every brand element that distinguishes your business in the marketplace is potentially protectable — and potentially at risk if left unregistered.



## Logos & Visual Identity

A distinctive logo can be trademarked as a design mark. Without registration, a competitor can use a confusingly similar mark — and you may have little legal recourse.



## Taglines & Slogans

Phrases like "*Fundable • Visible • Compliant*" can qualify for trademark protection if they serve as a source identifier for your brand in commerce.



## Course & Program Names

Signature programs, frameworks, and methodologies — from group coaching cohorts to online courses — are registrable and represent significant brand equity worth protecting.

# Website, Content & Digital Products

Your online presence is intellectual property. Every word you write, every course module you record, and every template you sell carries copyright protection the moment it is created — but enforcement requires documentation, and in some cases, registration.

## Copyright Your Content

Written content, videos, podcasts, templates, and digital downloads are protected under copyright law from the moment of creation. U.S. copyright registration enables you to sue for statutory damages.

## Website Legal Pages

Your site needs a Privacy Policy, Terms of Use, and Earnings Disclaimer. These are not optional — they are legal requirements and liability shields that protect you from user claims.

## Licensing Your Products

If you sell digital products, define clearly what buyers can and cannot do with them. A license agreement establishes your ownership and limits downstream use, reproduction, and resale.

# Client Agreements & Service Contracts

A signed contract is your first line of defense. It defines the engagement, sets expectations, allocates risk, and gives you a legal basis for recourse when relationships go sideways. Without one, disputes become your word against theirs.



Every service provider — regardless of business size — must operate with a signed, written agreement before work begins. Verbal agreements and email threads are not enforceable substitutes.

# Partnership & Collaboration Risks

Co-creation and collaboration are powerful growth strategies — and among the most legally complex. When two brands or individuals create something together, questions of ownership, revenue, and decision-making authority must be resolved in writing before work begins.



## What Must Be Defined

- Who owns the jointly created IP?
- How is revenue split and tracked?
- Who controls the brand or program?
- What happens if the partnership ends?
- Are non-compete or non-solicit terms needed?

## Agreements You Need

- Co-Founder or Joint Venture Agreement
- Revenue Share Agreement
- Co-Branding or Licensing Agreement
- Memorandum of Understanding (MOU)
- Operating Agreement (for LLCs with partners)

# Independent Contractors & Ownership Issues

When you hire a contractor to build your website, design your brand, write your copy, or develop your course — do you legally own what they create? Not automatically. Without a written agreement that includes an IP assignment clause, the contractor may retain ownership of the work product.



## IP Assignment Clause

Every contractor agreement must explicitly assign ownership of all deliverables to your business upon payment. This is non-negotiable.



## Confidentiality Obligations

Contractors access your strategies, client data, and proprietary systems. NDA provisions protect your confidential information during and after the engagement.



## Classification Matters

Misclassifying an employee as a contractor carries IRS penalties and state labor liability. Define the relationship correctly from the start.

# Sponsorships & Speaking Agreements

Speaking engagements, brand sponsorships, and partnership promotions are high-visibility opportunities — and high-risk if left undocumented. Whether you are being paid to speak or being sponsored to promote a brand, the terms must be captured in writing.

1

## Speaker Agreements

Define your fee, travel terms, content ownership, recording rights, and any exclusivity windows. Know who owns the footage of your talk.

2

## Sponsorship Contracts

Specify deliverables, post schedules, approval rights, disclosure obligations, and what happens if campaign terms change mid-engagement.

3

## FTC Compliance

Federal law requires clear disclosure of paid partnerships, gifted products, and affiliate relationships. Non-disclosure carries regulatory risk and reputational damage.



# Policies, Disclaimers & Boundaries

Legal policies are not bureaucratic formalities — they are strategic tools that define your rights, limit your liability, and set enforceable expectations with every person who interacts with your brand. Missing policies create legal exposure that grows with your audience.

1

## Privacy Policy

Required by law if you collect any user data — email addresses, purchase data, or web analytics. GDPR and CCPA compliance may apply.

2

## Terms & Conditions

Governs how users may interact with your site, purchase your products, and dispute transactions. Protects against chargebacks and misuse claims.

3

## Refund & Results Disclaimers

Coaching, consulting, and digital products require clear refund policies and earnings disclaimers to limit liability from unmet expectations.

# Risk Areas for Nonprofit Founders

Operating as a 501(c)(3) comes with heightened fiduciary obligations and public accountability. Nonprofit leaders face unique legal exposure that goes beyond standard business risk.

## Governance & Bylaws

Board composition, officer authority, conflict-of-interest policies, and voting procedures must comply with state nonprofit law and IRS expectations for tax-exempt status.

## Grant & Donation Restrictions

Restricted funds must be used strictly for their designated purpose. Misallocation — even unintentional — can trigger IRS scrutiny and jeopardize your exemption.

## Contractor & Volunteer Agreements

Volunteers and contractors working for nonprofits still require written agreements that define scope, confidentiality, and IP ownership — especially for ministry-based organizations.



# Risk Areas for Business Founders

Business founders face foundational exposure at every stage – from entity formation through scaling. The absence of core legal structures creates personal liability and brand vulnerability that can derail a business at its most critical growth stage.

## Entity & Liability Risk

- Operating without the right entity type
- Commingling personal and business funds
- No operating agreement among co-founders
- Unprotected personal assets exposed to claims

## Brand & IP Risk

- Unregistered name used in commerce for years
- No trademark clearance before launch
- Contractor-created assets with no IP assignment
- Brand elements copied without consequence

# Risk Areas for Coaches, Consultants & Creators

Service-based entrepreneurs and content creators operate in a trust economy — your reputation, your methodology, and your content are the product. Protecting them requires intentional legal infrastructure.



## Proprietary Frameworks

Your signature methodology, coaching model, or consulting framework is your differentiator. Document, name, and protect it before competitors replicate or repackage it without credit or licensing.



## Client Agreements & Scope Creep

Vague service agreements invite unlimited demands. Define scope precisely, include change-order provisions, and always require a signed contract before any work begins.



## Content Ownership & Platform Risk

Your content is a business asset. Establish copyright ownership, use clear licensing terms for repurposing, and never rely on a single platform as your primary IP repository.

# Common Brand Protection Mistakes

These are the patterns attorneys see repeatedly – avoidable errors that become expensive, time-consuming, and emotionally draining to resolve after the fact.



## Waiting Until There Is a Problem

Legal protection is far less expensive before a dispute than during one. Registration, documentation, and agreements cost a fraction of litigation or cease-and-desist defense.



## Using Free or Generic Templates

Templates pulled from the internet are not tailored to your business, your state's laws, or your specific risk profile. A poorly drafted contract can be worse than no contract.



## Assuming Registration Covers Everything

An LLC is not a trademark. A copyright is not a contract. Each legal tool protects a different asset – you need a layered protection strategy, not a single document.

# What to Protect First

If you're early-stage or working with limited resources, prioritize the legal actions that protect the highest-value, highest-risk areas of your brand. Build your protection stack strategically — not reactively.

## Lock Down Agreements

Use contracts, NDAs, and IP assignment clauses.

## Secure Your Content

Register copyrights and publish website legal pages.

## Trademark Your Name

File a federal trademark for your primary brand.

## Document Everything

Keep policies, partnership terms, and governance records.

Trademark registration typically takes 8–12 months through the USPTO. The priority date begins at filing — so the sooner you file, the stronger your protection position becomes.

# Brand Protection Checklist Walkthrough

Use this checklist to audit your current protection status. Every unchecked item is an open legal exposure point. Complete this audit quarterly as your brand evolves.

## Trademark & IP

- ☐ Business name trademark searched and cleared
- ☐ Federal trademark application filed (or registered)
- ☐ Logo filed as a design mark
- ☐ Course/program names evaluated for registration
- ☐ Website content carries copyright notice

## Contracts & Policies

- ☐ Client service agreement in place and signed
- ☐ Contractor agreements include IP assignment clause
- ☐ Partnership agreements documented in writing
- ☐ Website Privacy Policy published and current
- ☐ Terms of Use and Disclaimers on all sales pages

 A visible brand without a completed checklist is a brand operating on borrowed time.

FREE RESOURCE

# Download Included: Brand Protection Checklist

Your Brand Protection Checklist is a structured, attorney-informed audit tool designed to help you identify gaps across trademark, copyright, contracts, and policies — all in one actionable document.

## What's Inside

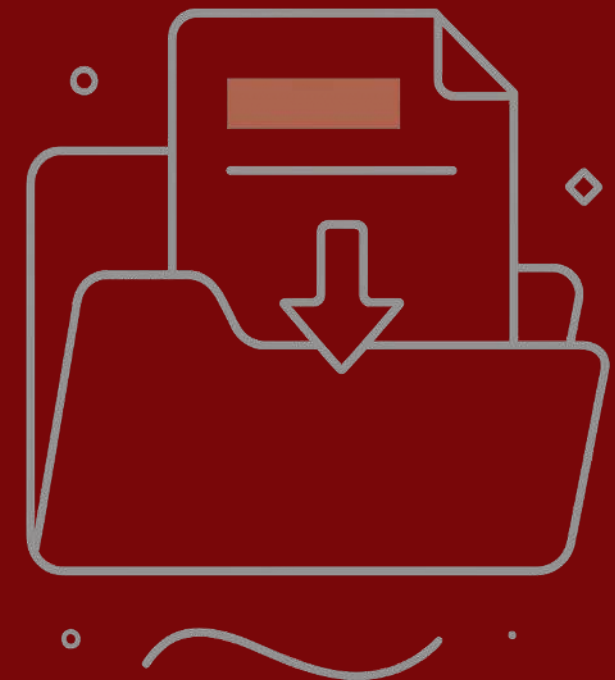
- Trademark & IP audit section
- Contract coverage review
- Website legal compliance items
- Content ownership checklist

## How to Use It

- Complete the full audit in under 30 minutes
- Share with your legal or operations team
- Revisit quarterly as your brand scales
- Use results to prioritize legal strategy

## Who It's For

- Founders at any stage
- Coaches and consultants
- Nonprofit & ministry leaders
- Authors, creatives, and service providers



**Download the checklist using the link shared in today's session resources.**

FREE RESOURCE

# Download Included: Contract Terms Cheat Sheet

The Contract Terms Cheat Sheet decodes the legal language that appears in client agreements, contractor terms, licensing deals, and partnership documents — so you can read, negotiate, and sign with confidence.

## Key Terms Defined

Plain-English definitions for indemnification, limitation of liability, force majeure, intellectual property assignment, representations and warranties, and more.

## Red Flag Clauses

Know which clauses to negotiate, which to reject, and which to escalate to your attorney before signing. Protect yourself from terms that shift risk unfairly onto your business.

## Must-Have Provisions

A quick-reference guide to the non-negotiable clauses your contracts must include — whether you are the client, the service provider, or the collaborating partner.

**Download the cheat sheet using the link shared in today's session resources.**

# Book a Trademark or Contract Strategy Session

## A visible brand needs a **protected foundation.**

You have built something worth protecting. The next step is a focused strategy session with The Strategy Counsel – where we identify your highest-priority legal gaps and create a clear action plan to close them before a problem forces your hand.

### Trademark Strategy Session

Clearance search review, trademark class selection, filing strategy, and timeline – tailored to your brand.

### Contract Review & Drafting

Assessment of your current agreements with strategic recommendations for gaps, risks, and missing protections.

### IP Protection Planning

Comprehensive audit of your intellectual property assets with a prioritized protection roadmap built for your stage and sector.

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