



Driving hunger from our communities

**2014 GMP FOOD SAFETY AUDIT CLIENT LOGO  
TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT is made this 2<sup>nd</sup> day of February, 2015  
by and between AIB International, Inc., hereinafter referred to as "Licensor"; and  
Philabundance, hereinafter referred to as "Licensee".  
(company name)

WHEREAS, Licensor is the owner of the trademark described on the attached Exhibit A (the "Mark"); and

WHEREAS, the parties hereto desire the Licensee to use the "Mark" in connection with its business, on the terms and conditions hereinafter set forth; and

WHEREAS, Licensee has received from AIB International, Inc. a "document of recognition" indicating a GMP inspection score of at least 800 (with no unsatisfactory findings).

NOW, THEREFORE in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License.** Licensor hereby grants Licensee, the nonexclusive right to use the "Mark" in connection with its business, in the manner hereinafter described:
  - a. Licensee agrees to use the "Mark" to display the fact it has received an AIB International GMP inspection score of at least 800 (with no unsatisfactory findings):
    - i. \*in its corporate literature of a non-permanent nature;
    - ii. \*in its marketing and promotional materials of a non-permanent nature; and
    - iii. on its website.

\* Shall indicate those items that can also be distributed electronically.
  - b. The "Mark" shall not be used and/or placed:
    - i. on any products (including test certificates, reports and drawings);
    - ii. in any way that may be interpreted as denoting product conformity;
    - iii. on any form of packaging, including printed packaging and labels;
    - iv. in any manner that denotes AIB International's endorsement, sponsoring, or partnering; or
    - v. on business forms - either electronic or paper - including letterhead, business cards or email signatures.



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2. **Marks.** Licensee agrees to comply with any and all requirements established by Licensor, whether in effect at the time of the execution of this Agreement or later adopted, concerning the style, design, display and use of the "Mark"; to correctly use the trademark symbol <sup>TM</sup> or registration symbol <sup>®</sup> with every use of the "Mark", and to submit in advance of its use all advertising copy or website application. Without limiting the foregoing, Licensee agrees to abide by the following requirements:
  - a. The "Mark" shall not be manipulated in any manner other than size adjustment.
  - b. The colors of the logo are Pantone 201 (red), Pantone 429 (grey) and solid black. The logo may also be printed in black and white.
  - c. The logo should be depicted in a neutral space clearly separated from Licensee company logo and in no manner suggesting or implying an endorsement of Licensee by AIB International. Whether use of the "Mark" suggests or implies endorsement, sponsorship or partnership by or with AIB shall be determined in Licensor's sole discretion.
3. **Control.** When requested, Licensee agrees to send samples of advertising and promotional materials and any other documents which may permit Licensor to determine whether the usage of the trademark meets the standards, specifications and directions approved by Licensor.
4. **Ownership.** Licensee agrees that ownership of the "Mark" and the goodwill relating thereto shall remain vested in Licensor both during the period of the Agreement and thereafter, and Licensee further agrees never to challenge, contest or question the validity of Licensor's ownership of the "Mark" or any registrations thereof by Licensor.
5. **Policing of Mark.** Licensee agrees to immediately inform Licensor upon discovery of the use of any marks similar to the "Mark" by any party and any potential infringements of Licensor's "Mark" which come to its attention.
6. **Litigation.** Licensor warrants that it is the sole owner of all rights in the "Mark" and that this Agreement and the rights licensed herein do not violate any other party's rights or interests. In the event Licensee is named as a defendant in any action based on its use of the "Mark", Licensee agrees to immediately notify Licensor. Licensor agrees that Licensee shall have no liability, and Licensor will indemnify, defend, and hold Licensee harmless against any and all damages, liabilities, reasonable attorneys' fees or costs incurred by Licensee in defending against any third-party claims or threats of claims under trademark or unfair competition or deceptive trade practices acts arising from Licensor's breach of this warranty. Unless otherwise agreed to by Licensor in writing, Licensee must appear through counsel of Licensor's own choosing.



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7. **Indemnification.** Licensee agrees that Licensor shall have no liability, and Licensee will indemnify, defend, and hold Licensor harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensor in defending against any third-party claims or threats of claims arising from the business or products of Licensee, or Licensee's non-compliant use of the "Mark". Licensor may, at its own expense, appear through counsel of its own choosing.
8. **Term.** This Agreement shall continue in operation unless terminated by either party upon giving thirty (30) days prior written notice to the other.
9. **Consideration.** The parties agree that the use of the "Mark" by the Licensee, as specified in this agreement, is contemplated as part of the Audit Services contact, and no additional consideration shall be required for such use by the Licensee.
10. **Sublicensing.** Except as otherwise provided herein, Licensee may not sublicense or assign any of the rights granted herein.
11. **Assignment.** This Agreement is not assignable by Licensee without the prior written consent of Licensor. This Agreement will inure to the benefit of the Licensor, its successors and assigns.
12. **Choice of Law.** This Agreement shall be interpreted under the laws of the State of Kansas.
13. **Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.
14. **Severability.** The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License shall be binding upon and shall inure to benefit of the parties and their successors, heirs and permitted assigns.



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**Signature Page  
Trademark License Agreement**

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives on the date set forth below by AIB International.

**LICENSEE:**

Mark E. Beader  
Signature

Mark E. Beader  
By: PRINT Name

Feb 2, 2015  
Date

Interim Executive Director  
PRINT Title

**LICENSOR:**

AIB INTERNATIONAL, INC.

By: Kathryn A. Mayes  
Kathryn A. Mayes  
Director, Communications

2/5/2015  
Date