

PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SPECIALTY FOOD ASSOCIATION, INC. AND ITS TRADEMARKS.

BEFORE DOWNLOADING OR OTHERWISE USING ANY LICENSED MARK, AS DEFINED BELOW, YOU MUST ACCEPT ALL OF THE TERMS OF THIS TRADEMARK LICENSE AGREEMENT (THE "LICENSE AGREEMENT"). BY CLICKING "ACCEPT", YOU AGREE THAT YOU WILL BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU ARE AN ENTITY, AND AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON YOUR BEHALF, THEN YOU WILL BE BOUND BY THIS AGREEMENT WHEN THAT INDIVIDUAL CLICKS ON THE "ACCEPT" BUTTON BELOW. WHEN THEY DO SO, IT WILL ALSO CONSTITUTE A REPRESENTATION BY THAT INDIVIDUAL THAT S/HE IS AUTHORIZED TO BIND YOU AS A PARTY TO THIS AGREEMENT.

TRADEMARK LICENSE AGREEMENT FOR MEMBERS

This TRADEMARK LICENSE AGREEMENT ("License Agreement") is made and entered into by and between Specialty Food Association, Inc., a corporation organized and existing under the laws of the State of New York having its principal place of business at 136 Madison Avenue, 12th Floor, New York, New York 10016 ("SFA" or "Licensor"), and the entity that is acquiring a license under this Agreement identified as part of the "Required Information" ("Licensee"), effective as of the date Licensee clicks "ACCEPT" to this Agreement (the "Effective Date").

WITNESSETH

WHEREAS, SFA is a membership trade association for businesses engaged in the specialty food industry; and

WHEREAS, SFA has adopted, used and is the exclusive owner of the Specialty Food & Design trademarks identified on **Exhibit A** attached hereto (collectively, the "SFA Mark" or "Licensed Mark") in connection with association services and trade show exhibitions in the specialty food industry and related and ancillary products and services; and

WHEREAS, Licensee, in connection with its relationship with SFA as a member in good standing of Licensor's association, is desirous of obtaining a non-exclusive, non-assignable, royalty-free right and license to use the Licensed Mark solely in connection with Licensee's advertising and promotional activities in connection with such relationship, on its website and in social media, but not on products, packaging or labels (the "Licensed Use") in the United States (the "Territory"); and

WHEREAS, SFA is willing to grant such right and license to Licensee; provided that Licensee remains a member in good standing of Licensor's association.

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

1. OWNERSHIP OF MARKS

Licensee acknowledges that SFA is the sole and exclusive owner of the Licensed Mark and all goodwill related thereto and that all use of the Licensed Mark by Licensee in accordance with the terms and conditions of this License Agreement shall inure solely to the benefit of SFA. If Licensee acquires any rights in the Licensed Mark, by operation or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action of the parties. Licensee agrees

not to dispute or challenge, or assist any person in disputing or challenging, Licensor's rights in and to the Licensed Mark or the validity of the Licensed Mark.

2. GRANT OF LICENSE

Subject to the terms and conditions of this License Agreement, SFA hereby grants to Licensee during the term of this the License Agreement, the non-exclusive (i.e., the right granted hereunder to Licensee to use the Licensed Mark is not exclusive and SFA has the unrestricted right to grant the same or similar rights and licenses to other parties), non-assignable (i.e., this License Agreement is personal to Licensee and Licensee may not grant any other party the right to use the Licensed Mark), royalty-free (i.e., no payment by Licensee to Licensor is required hereunder) right and license to use the Licensed Mark solely for the Licensed Use in the Territory. SFA hereby reserves all rights not expressly granted to Licensee under this License Agreement.

3. QUALITY STANDARDS AND ASSURANCE

- (a) Licensee acknowledges and agrees that the Licensed Mark is and has been used in connection with goods and services of the highest quality, enjoys a prestigious reputation, and has considerable goodwill.
- (b) Licensee acknowledges and agrees that SFA shall (at its sole option) monitor the Licensed Use and the business conducted under the Licensed Mark and that the Licensed Use shall at all times comport with the requirements herein and with the standards and specifications set forth on Exhibit B attached hereto, and/or as may otherwise be provided by SFA in writing from time to time (collectively, the "Guidelines"), in each case pursuant to and in accordance with this License Agreement. In accordance with this Section 3, SFA adopts as initial minimum quality standards for the license granted herein, that standard and quality maintained by Licensee as of the Effective Date of this License Agreement, and Licensee acknowledges its obligation to maintain the standards and quality of its products and/or services, to be at least equal to that standard and quality maintained by Licensee as of the Effective Date of this License Agreement. Such minimum standards shall be deemed automatically to include compliance with all Federal, State and local governmental and other laws, regulations and rules. Licensee further acknowledges its obligation to remain a member in good standing of Licensor's association.
- (c) Licensee agrees to supply to SFA, or its authorized representatives, upon request, representative specimens of advertising, promotional materials, brochures, printed matter, and other collateral items bearing the Licensed Mark to permit SFA to confirm that such materials meet the quality standards set forth above and/or that the Licensed Mark is being properly used in accordance with the Guidelines. For the avoidance of doubt, Licensee's failure to conform to the quality standards set forth above and/or to use the Licensed Mark properly in accordance with the Guidelines shall constitute a material breach of this License Agreement.

4. USE OF TRADEMARKS

- (a) Licensee may use the Licensed Mark solely in connection with the Licensed Use. Licensee shall not use the Licensed Mark as part of any explicitly or implicitly false representation, or in a manner which is likely to cause confusion or to mislead or deceive the relevant public.
- (b) Licensee agrees that it will use the Licensed Mark solely for the Licensed Use and only in a manner permitted by Section 3(b) of this License Agreement or as otherwise approved by SFA in writing.
- (c) Licensee shall, at SFA's request, affix a legend in or on all advertising, promotional

materials and signage, on its website and/or in social media posts or advertisements, which identify SFA as the owner of the Licensed Mark.

- (d) Licensee covenants that it will not, during the term of this License Agreement or thereafter, apply for, obtain, adopt (or assist any person in applying for or obtaining or adopting) or use any trademark, trade name, or service mark, which is likely to cause confusion with the Licensed Mark, or use the Licensed Mark (or any mark confusingly similar thereto), individually or in combination, as part of (i) its corporate or trade name or (ii) any domain name.
- (e) Licensee covenants that it will not, during the term of this License Agreement or thereafter, use the Licensed Mark in any manner that will damage, disparage, dilute or denigrate the Licensed Mark or the Licensor.

5. INDEMNITY

Licensee shall defend, indemnify and hold harmless SFA, its subsidiaries, affiliates, distributors, franchisees, successors and assigns, and each of their respective directors, officers, agents and employees, from and against any and all claims, demands, causes of action, damages, losses, costs or expenses, including reasonable attorney's fees and court costs, arising out of (1) any death, injury or alleged injury to any person, or damage or alleged damage to any property resulting, in whole or in part, from any actual or alleged defect, whether latent or patent, in the construction, maintenance or operation of Licensee's facilities operated pursuant to this License Agreement or in any product or thing used, distributed, displayed or sold by Licensee pursuant to this License Agreement, including but not limited to actual or alleged improper construction or design or the failure or alleged failure to comply with any express or implied warranties or a product recall; (2) any actual or alleged violation by Licensee, of any law, statute or ordinance or any governmental or administrative order, rule or regulation, or breach of any representation, warranty, covenant, or obligation under this License Agreement by Licensee; (3) claims (i) that any trademark (other than the Licensed Mark properly used in accordance with this License Agreement) or other intellectual property used by Licensee infringes upon any other person's claimed trademark rights; or (ii) for false advertising; or (4) Licensee's exercise of its rights granted hereunder.

6. REPRESENTATIONS AND WARRANTIES

- (a) Each party represents and warrants to the other party that:
 - i. it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;
 - ii. it has the full right, power and authority to enter into this License Agreement and to perform its obligations hereunder;
- (b) Licensee represents and warrants to Licensor that:
 - i. the agreement to the terms of this License Agreement by its representative who clicks on the "Accept" button below has been duly authorized by all necessary corporate or other applicable organizational action of the party; and
 - ii. when such party clicks on the "Accept" button below, this License Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- (c) Nothing in this License Agreement constitutes any representation or warranty by Licensor that:
 - i. any Licensed Mark is valid;

- ii. any Licensed Mark (if an application) shall proceed to grant or, if granted, shall be valid; or
- iii. the exercise by Licensee of rights granted under this License Agreement will not infringe the rights of any person or entity.

7. ASSIGNMENT AND SUBLICENSE

- (a) Licensee may not assign, transfer or sublicense its rights and/or obligations under this License Agreement without the prior written consent of SFA, which consent may be granted or refused in the sole discretion of SFA.
- (b) SFA has the right, at its option, to assign, transfer or sublicense its rights and/or obligations under this License Agreement upon written notice to Licensee.

8. NOTIFICATION OF INFRINGEMENT

Licensee agrees to notify SFA promptly in writing with reasonable detail of any actual, suspected or threatened infringement of the Licensed Mark or the adoption, use or registration that may come to its attention, of any trademark, service mark, collective membership mark, trade name, trading style or corporate name which would infringe or impair SFA's rights in the Licensed Mark. Licensee further agrees to notify SFA promptly in writing with reasonable detail of any (i) actual, suspected, or threatened claim that the use of the Licensed Mark infringes the rights of any third party; (ii) any legal proceeding or action instituted against it involving the Licensed Mark; (iii) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under this License Agreement; or (iv) other actual, suspected or threatened claim to which the Licensed Mark may be subject. Licensee agrees to cooperate at its own expense (unless otherwise agreed by the Licensor in writing) with SFA and its attorneys and other authorized representatives, in any investigation or legal proceedings or action which SFA may deem desirable to protect rights in the Licensed Mark and provide Licensor with all assistance that Licensor shall reasonably require in the conduct of any claims or proceedings, in each case at Licensor's expense. Licensor shall have exclusive control over, and conduct of, all claims and proceedings and Licensee may not, absent the written consent of SFA, institute or prosecute any legal proceedings or actions involving the Licensed Mark before any official, board, administrative body, court, or other person or body exercising or purporting to exercise jurisdiction or control in any such matter, in order to protect rights in or to the Licensed Mark. Licensor shall be entitled to retain all sums recovered in any action for its own account.

9. TERM; TERMINATION

- (a) This License Agreement shall have an initial term commencing on the Effective Date and ending one (1) year following the Effective Date, unless sooner terminated pursuant to this Section 9, and may thereafter be renewed for successive terms of one year, unless sooner as provided below; provided, however that this License Agreement shall auto-renew solely to the extent that Licensee shall remain a member in good standing of Licensor's association.
- (b) This License Agreement shall terminate immediately in the event that Licensee ceases to be a member in good standing of Licensor's association.
 - (1) To the extent permitted by the applicable law, SFA may deem this License Agreement to be breached and may terminate this License Agreement immediately if Licensee is insolvent or makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy or for reorganization, or shall have effectuated a plan or similar arrangement with creditors.
 - (2) SFA may deem this License Agreement to be breached and may terminate this

License Agreement:

- (i) if there is a material breach with respect to any payment obligation by Licensee with respect to any amounts due and owing to Licensor in connection with its membership in Licensor's association or otherwise, and Licensee shall have failed to cure such breach within thirty (30) days after receipt of notice from Licensor of such breach, or
 - (ii) in respect of any other material breach by Licensee of this License Agreement or the Licensee's membership agreement in Licensor's association (as applicable), if after notice of such breach has been provided by SFA and a reasonable opportunity to cure such breach not to exceed thirty (30) days has been granted, Licensee continues such material breach.
- (c) SFA may terminate this License Agreement at any time for any reason upon written notice to Licensee.
- (d) This License Agreement may be terminated by mutual written agreement duly executed by both parties.

10. AFTER TERMINATION

Upon termination of this License Agreement for any reason, Licensee agrees to discontinue all use of the Licensed Mark, except that Licensee may use up existing inventory of printed materials bearing the Licensed Mark during a period not to exceed three (3) months after termination; provided that such products and/or materials comply with the Guidelines and the quality standards and requirements for proper trademark use hereunder and do not otherwise breach this License Agreement; and provided further, that Licensee shall promptly return to Licensor or, at Licensor's option, destroy, at Licensee's expense, all records and copies of existing inventory of printed materials in its possession at the end of such three (3) month period. Licensor may repeal or otherwise terminate the right created under this Section 10 at any time upon written notice to Licensee. Upon receipt of such notice, Licensee shall discontinue all use of the Licensed Mark, including but not limited to the use of existing inventory of printed materials bearing the Licensed Mark and immediately return to Licensor or, at Licensor's option, destroy, at Licensee's expense, all records and copies of existing inventory of printed materials in its possession at such time.

11. HEADINGS

Headings in this License Agreement are used for convenience only and shall not affect its construction or interpretation.

12. GOVERNING LAW

This License Agreement shall be construed and interpreted in accordance with the laws of the State of New York, which laws shall prevail in the event of any conflict of law.

13. JURISDICTION AND VENUE

The parties agree to submit to the jurisdiction of the United States District Court for the Southern District of New York in the event litigation is instituted for breach of this License Agreement or for infringement or unfair competition involving the Licensed Mark, or in connection with any action related hereto or in connection herewith.

14. NOTICES

It shall be sufficient giving of written notice under this License Agreement if delivered personally, or by deposit in the Post Office as registered or certified mail, or by facsimile with confirmation copy sent by registered or certified mail addressed to the company name and address indicated

above or to such other address as the parties shall in writing indicate. The date of such giving of notice shall be the date of personal delivery or of sending the facsimile or three (3) days after deposit with the Post Office as indicated above. Any notice provided pursuant to this License Agreement will be in writing, will be sent to the SFA at: 136 Madison Avenue, 12th Floor, New York, NY 10016, and to Licensee at its address as contained in the Licensor's records. Either party may change its address or its designated addressee by giving written notice to the other party in accordance with the terms of this Section 14.

15. SEVERABILITY

The provisions of this License Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision or part thereof in such jurisdiction, and shall not in any manner affect such provision in any other jurisdiction, or any other provision in this License Agreement in any jurisdiction.

16. NO WAIVER

Failure to enforce any particular provision of this License Agreement shall not constitute a waiver of future breaches or defaults with respect to that provision.

17. ENTIRE AGREEMENT

This License Agreement, together with Licensee's membership agreement in Licensor's association (as applicable), constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and thereby and may not be changed or terminated orally. No modification or waiver of any provision of the License Agreement shall be valid unless signed by the party to be charged therewith. In the event of a conflict between the terms of this License Agreement and the terms of the Licensee's membership agreement in Licensor's association, the terms of this License Agreement shall govern.

18. NO AGENCY OR JOINT VENTURES

This License Agreement shall not create or be considered to create the relationship of master and servant, principal and agent, partnership or joint venture between the parties hereto, and neither party shall be liable for any obligation, liability, representation, negligent act or omission to act on the part of the other except as expressly set forth herein. Nothing contained in this License Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

19. SURVIVAL

Any right, obligation, or required performance of the parties in this License Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of this License Agreement, will survive any such termination or expiration, including but not limited to Sections 5, 12 and 13 hereof.

20. ASSIGNMENT

Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this License Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this License Agreement. Any purported assignment, delegation, or transfer in violation of this Section 20 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under

this License Agreement without Licensee's consent.

21. FURTHER ASSURANCES

Licensee shall, upon the request of Licensor promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this License Agreement.

22. NO PUBLIC ANNOUNCEMENTS

Licensee shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this License Agreement, or, unless expressly permitted under this License Agreement, otherwise use the Licensor's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of Licensor in each instance.

23. INTERPRETATION

For purposes of this License Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this License Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this License Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This License Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this License Agreement to the same extent as if they were set forth verbatim herein.

24. NO THIRD-PARTY BENEFICIARIES

Except as expressly set forth in Section 5 with respect to indemnified parties, this License Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this License Agreement.

25. BINDING AGREEMENT

This License Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

26. WAIVER OF JURY TRIAL

Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any claim, suit, action, or proceeding arising out of or relating to this License Agreement or the transactions contemplated hereby.

27. EQUITABLE RELIEF

Licensee acknowledges that a breach by Licensee of this License Agreement may cause Licensor irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensor will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent

injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are in addition to all other remedies available under this License Agreement at law or in equity, subject to any express exclusions or limitations in this License Agreement to the contrary.

28. ATTORNEYS' FEES

In the event that any claim, suit, action, or proceeding is instituted or commenced by SFA against Licensee arising out of or related to this License Agreement (including without limitation the enforcement hereof), SFA will be entitled to recover its reasonable attorneys' fees and court costs from Licensee.

EXHIBIT A – EACH LICENSED MARK

SPECIALTY FOOD ASSOCIATION, INC.



Note: a high-resolution file of the Licensed Mark will be provided by Licensor as party of the Guidelines delivered to Licensee upon execution of this License Agreement by Licensee.

EXHIBIT A – GUIDELINES

SPECIALTY FOOD ASSOCIATION, INC.