

**Trademark License Agreement:
Homegrown by Heroes**

THIS AGREEMENT, effective [DATE], is made by and between The Farmer Veteran Coalition, a nonprofit corporation incorporated in the State of California with a principal office at 4614 2nd Street Suite 4 Davis CA 95618 (hereafter “the Coalition”), and [VETERAN NAME OR FARM BUSINESS NAME], owner of an agricultural enterprise located at [FARM ADDRESS] (hereafter “Licensee”).

WHEREAS the Coalition is a non-profit corporation providing training, education, mentorship, and financial support to veterans of the United States Armed Forces transitioning into the agriculture industry;

WHEREAS the Coalition has throughout the course of its operations created intangible property in the form of goodwill for its efforts to promote the engagement of military veterans in the agriculture industry;

WHEREAS the Coalition is the exclusive licensee of a series of trademarks registered with the United States Patent and Trademark Office Serial Number 85912018 and 85911868 (hereinafter the “Marks”) used in conjunction with its fundraising, nonprofit business activity, and goodwill;

WHEREAS the Coalition wishes to raise public awareness on the importance of consuming agricultural commodities produced by military veterans;

WHEREAS it is in the interest of the Coalition’s nonprofit business to promote the consumption of agricultural goods produced by military veterans;

WHEREAS the Coalition desires to use the goodwill associated with its trademark to promote the consumption of agricultural commodities produced by military veterans;

WHEREAS the Coalition desires to license the intangible property associated with its trademark to producers of agricultural commodities who served in the United States Armed Forces;

WHEREAS Licensee is a purchaser, processor, distributor, and marketer of agricultural commodities eligible to use the mark as a result of its military service in the United States Armed Forces;

WHEREAS Licensee desires to license the Coalition’s trademarks to market and promote Licensee’s products;

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

1. Grant of License.

A. Subject to the terms of this Agreement and to the extent permitted by law, the Coalition hereby grants Licensee a limited, revocable, non-exclusive license to use the

Mark and to make and use certain derivative works thereof only in connection with advertising, promoting and selling the products listed in Appendix A.

B. The license granted pursuant to this Agreement is not assignable and may not be sublicensed by Licensee without prior written consent of the Coalition.

2. Term of License.

A. Unless otherwise terminated by the parties, this Agreement shall remain in full force and effect until May 1, 2015. Either Party shall have the option to renew this agreement for an additional year by notifying the other Party in writing of its intent to renew by no later than April 1, 2015.

B. Either Party may terminate this Agreement without cause by providing the other Party with written notice of its intent to do so at least 60 days prior to termination.

C. Should Licensee fail to comply with the covenants described in this Agreement, the Coalition may terminate this agreement upon 30 days notice to Licensee, in writing, of its intent to terminate the Agreement.

3. Use of Mark.

A. Licensee shall not use the Mark on products, advertising, or otherwise, without the Coalition's prior written approval, which shall not be unreasonably withheld. Licensee shall submit or make available to the Coalition at the address listed in the preamble to this Agreement samples of Licensee's product labels, artwork, advertising copy, product packages, and depictions of all proposed uses of the Mark prior to publication or use. The Coalition shall review and approve, disapprove, and/or provide commentary on the products, artwork, advertising copy, product packages, and depictions within 15 days of receipt thereof.

B. Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities, other than those required by this Agreement, are supported, endorsed, or sponsored by the Coalition. Licensee also agrees not to use the name of the Coalition in its business or affairs other than in the performance of its rights and obligations under this Agreement.

C. Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute, and further agrees not to use any other trademark, service mark, trade name, logo, symbol or device in combination with any Licensed Marks without the prior written consent of the Coalition.

D. Licensee recognizes the value of the publicity and goodwill associated with the licensed Mark and acknowledges that such goodwill belongs exclusively to the Coalition. Licensee acknowledges the Coalition's exclusive right, title and interest in and to the licensed Mark, and will not in any manner represent that it has any ownership therein or in any registration thereof, and will not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and

interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the licensed Mark, and further agrees not to register or attempt to register, in any jurisdiction, the licensed Mark.

E. Licensee shall immediately advise the Coalition of any infringement or threatened infringement of the licensed Mark of which it becomes aware. The Coalition shall have the initial right but not the obligation to take any action to stop such infringement or otherwise enforce Licensee's rights and Licensee shall, at the Coalition's expense, cooperate with Licensor in any such action.

F. Wherever the Mark shall appear on the Licensee's website, Licensee shall include the following information on its website:

"Homegrown by Heroes is a program managed by the Farmer Veteran Coalition and the Kentucky Department of Agriculture"

Licensee shall embed a link to the Coalition's website (www.farmvetco.org) within the text "Farmer Veteran Coalition" in this phrase. Licensee shall embed a link to the Kentucky Department of Agriculture (<http://www.kyproud.com/veterans/>) within the text "Kentucky Department of Agriculture" in this phrase.

3. Payment of Royalty.

A. Royalty fees are waived for the first year for initial cohorts in the first offering of the label. Renewals will follow normal annual royalty fee as outlined below.

B. As consideration for this license, Licensee shall pay an annual royalty fee of \$25.00 for use of the marks. Each subsequent annual payment shall be made by the sooner of the anniversary of the execution of this Agreement or November 1 of each year in which this Agreement is in force.

C. All payments by Licensee to the Coalition must be made payable to The Farmer Veteran Coalition, Inc. and sent to:

The Farmer Veteran Coalition
4614 2nd St, Suite 4
Davis CA 95618

4. Accounts and Records. Licensee shall maintain accurate account books and records showing the manufacture and sale or other distribution of Licensed Products. Such books and records shall be maintained for a period of at least one year after the execution of this agreement and shall be available for inspection and examination by the Coalition or a duly authorized representative of the Coalition, upon 5 business days notice, during normal business hours.

5. Right to Audit and Inspect Accounts and Records. For the purpose of maintaining the registrability of its Marks and the goodwill associated therewith, and to ensure compliance with the terms of this Agreement, the Coalition reserves the right to audit the production,

purchasing, sales, and marketing records of Licensee at the Coalition's sole expense and discretion strictly for the purpose of maintaining the registrability of its Mark and the goodwill associated therewith, and to ensure compliance with the terms of this Agreement.

6. Eligibility Criteria. Licensee agrees that it meets the following eligibility requirements for participation in the licensing program, and further agrees to maintain these eligibility requirements throughout the term of the license:

A. Active duty status in the United States Armed Forces, or a discharge from active duty in the United States Armed forces with a "honorable" or "general under honorable" characterization of discharge; and

B. A minimum 50% ownership and management share in the farming operation producing the goods on which the Marks will be used; and

7. Products on Which the Marks May be Used. Licensee agrees to use the Marks only on goods grown, produced, or processed on farming operations in which Licensee has a minimum 50% ownership and management interest. In addition to any other prohibitions or limitations on the Licensee's use of the Marks, Licensee is expressly forbidden from repackaging or relabeling with the Homegrown by Heroes label goods purchased from third party farms or businesses in which Licensee does not have the requisite ownership and management interest. Licensee shall make a good-faith estimate to describe the goods on which it intends to use the Marks and the expected sales volume or quantity of such goods it intends to sell during the term of this license in Schedule A of this Agreement.

8. Post-Termination Rights and Obligations. Upon termination of this Agreement for any reason:

A. The Coalition's right to receive all payments accrued and unpaid on the effective date of such termination shall survive the termination or expiration of this Agreement until fully discharged.

B. Licensee shall cease manufacture of products using the Mark. Licensee may sell, offer to sell, advertise and promote its existing inventory of Permitted Products using the Mark for a period not to exceed sixty (60) days post-termination (hereafter "Post-Termination Period"); provided, however, that the royalty amount shall be due and payable on all Post-Termination sales within thirty (30) days after the Post-Termination period. Licensee may continue using the Mark in labeling and promotional literature during the Post-Termination Period only in conjunction with the activities set forth in the preceding sentence. Upon the expiration of the Post-Termination Period, all of Licensee's use of the Mark shall cease immediately and all remaining labeling and promotional literature bearing the Mark shall be destroyed.

C. Any other remedies which either Party may then or thereafter have under this Agreement or otherwise shall survive.

9. Reference to Licensee's Use of Mark. The Coalition may from time to time refer to the License and the nature of this Agreement in its publications, newsletters, public meetings,

advertisements, website, and social media. The Coalition is under no obligation to promote the use of its Mark by Licensee. The Coalition will release any information on Licensee's use of the Coalition's Mark at its own expense and discretion, and for the limited purpose of its own nonprofit agenda and not as a service to the Licensee. The Coalition is not required to perform any service under this Agreement for the benefit of Licensee.

10. Indemnification. The Coalition assumes no liability to Licensee or to third parties with respect to the products sold by Licensee. Licensee agrees to indemnify and hold harmless the Coalition and the Coalition Land Trust, Inc., their officers, board members, employees, and agents from any claims, demands, actions, causes of action, suits, damages, liabilities, and costs and expenses of every nature, including attorney's fees, relating to or arising out of (A) the manufacture, processing, marketing, or sale of Licensee's products, including but not limited to the Permitted Products; and (B) any default by Licensee under this Agreement. This indemnification shall include, but is not limited to, any and all claims or suits for which either Party is alleged or found to have been wholly or partially negligent.

11. Insurance. Licensee shall maintain in effect insurance for both bodily injury and product liability, in per occurrence limits of not less than One-Million Dollars (\$1,000,000.00). Such coverage shall be provided with respect to all claims for damages arising out of the manufacture, sale or use of the Permitted Products, regardless of when such claims are made or when the underlying injuries occur or manifest themselves. The Coalition shall be named as additionally insured. Licensee may seek a written waiver of this requirement upon a showing of cause made in writing to the Coalition.

12. Remedies. Licensee acknowledges that its breach of this Agreement will result in immediate and irreparable damage to the Coalition, and that money damages alone would be inadequate to compensate the Coalition. Therefore, in the event of a breach of this Agreement, the Coalition, may, in addition to all other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

13. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

14. Venue. The Parties agree to submit to the personal jurisdiction of the federal and state courts within the State of California. Venue shall be in Yolo County, State of California or in the United States District Court for the Eastern District of California.

15. Severability. Should any provision of this Agreement be held unenforceable or in conflict with the law, then the validity of the remaining provisions shall not be affected by such a holding.

16. Modification and Waiver. Either Party may modify this Agreement by means of a written document signed by both parties. It is agreed that no waiver by either Party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

17. Assignability. This Agreement shall inure to the benefit of the Coalition, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the written consent of the Coalition.

18. No Partnership or Franchise. This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between the Coalition and Licensee, or (2) a franchise agreement between the Coalition and Licensee. Licensee shall have no right to obligate or bind the Coalition in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no Party is an agent, employee or servant of the other Party.

19. Entire Agreement. This Agreement contains the entire Agreement between the parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

The Parties acknowledge their willingness to be bound by the terms of this Agreement with their signatures below:

Michael O’Gorman
Executive Director
The Farmer Veteran Coalition, Inc.

[VETERAN NAME OR FARM NAME]

Date

Date

