



Ingeo Trademark License Agreement

1. **Grant of License.** Subject to the terms and conditions of this Agreement, NatureWorks LLC ("NW LLC") grants Licensee a non-exclusive, non-transferable, royalty-free worldwide license (with no right to sublicense) to use the Ingeo trademark and logo in the form set forth in the most current Ingeo Brand Usage Guidelines (the "Trademarks") on or in connection with the marketing, sale and distribution of products that comply with the most current Ingeo Brand Policy provided to Licensee ("Brand Policy").

2. **Standards of Quality; Product Samples.** Licensee certifies that all products bearing the trademarks comply with the Brand Policy. At NW LLC's request, Licensee will provide representative samples of such products for testing to ensure that they meet the Brand Policy. If notified that such products do not meet the Brand Policy, Licensee shall cease immediately to use the Trademarks in connection with such products.

3. **Use Requirements.** Licensee will use the Trademarks only in accordance with the most current Ingeo Brand Usage Guidelines provided to Licensee.

4. **Pre-approval of Promotional Materials.** Licensee shall submit for NW LLC's prior written approval any promotional materials bearing the Trademarks. Promotional Materials include without limitation, packaging, labeling, hang tags, advertising materials, product brochures, websites and display materials.

5. **Ownership and Goodwill.** Licensee agrees that NW LLC exclusively owns the Trademarks and any associated goodwill and that all use of the Trademarks by Licensee shall inure to the benefit of NW LLC. Licensee agrees that nothing in this Agreement shall give Licensee any rights, title, or interest in and to the Trademarks other than the right to use the Trademarks in accordance with this Agreement. Licensee will not at any time do, or knowingly permit to be done, any acts or things which would in any way challenge or impair the rights of NW LLC in and to the Trademarks or which would or could affect the validity of the Trademarks. Licensee agrees to execute all documents, and provide all information and materials, reasonably required by NW LLC to obtain, maintain, and renew registrations of the Trademarks and to record this Agreement (or a separate registered user agreement) with appropriate government authorities. Licensee agrees that it will promptly advise NW LLC in writing as to any possible illegal use or infringement of the Trademarks.

6. **Compliance with Law and Indemnification.** Licensee shall ensure that all products that bear the Trademarks are packaged, marketed, advertised, promoted, distributed and sold in compliance with all applicable laws and regulations, and that all Promotional Materials that use the Trademarks comply with such laws and regulations. Licensee will indemnify, defend, and hold harmless NW LLC, its affiliates and their respective officers, directors, employees and agents from and against any and all claims, losses, liabilities, damages or expenses (including reasonable attorneys' fees) related to or arising out of: (i) Licensee's breach of any representation, warranty, or covenant hereunder; (ii) Licensee's unauthorized use of the Trademarks; (iii) the business or operations conducted by Licensee, including without limitation the design, testing, manufacture, promotion, marketing, or sale of products bearing the Trademarks (other than claims arising from Licensee's use of the Trademarks as expressly authorized hereunder).

7. **Disclaimer of Warranty/Limitation of Liability.** IN ANY COUNTRY WHERE THE TRADEMARKS ARE REGISTERED, NW LLC WARRANTS THAT LICENSEE'S USE OF THE TRADEMARKS AS PERMITTED BY THIS AGREEMENT WILL NOT INFRINGE ANY THIRD PARTY'S MARKS. NW LLC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS. IN NO EVENT WILL NW LLC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) RELATING TO LICENSEE'S USE OF THE TRADEMARKS.

8. **Term and Termination.** This Agreement shall become effective when it is agreed by both parties, and will be valid until terminated by either party upon (60) days prior written notice. Such termination may be with or without cause and in the event thereof, neither party shall be liable to the other for any loss, expense, liability, termination compensation or payments of any kind, including but not limited to any investment, promotion or selling expense. Upon termination or expiration of this Agreement, Licensee shall immediately discontinue all use of the Trademarks.

9. **Notices.** All notices and other communications under this Agreement shall be sent in writing to the address provided in the first paragraph herein or such other address as provided in writing by the other party, and will be deemed to have been given when received.

10. **General.** This Agreement is not assignable or transferable by Licensee without the prior written consent of NW LLC. This Agreement shall be interpreted according to the laws of the State of Minnesota, USA, without regard to conflict of laws principles. Any actions related to Agreement shall be brought only in the state and federal courts of Minnesota, USA and/or the courts of Licensee's domicile, at NW LLC's sole discretion. Licensee hereby submits to the jurisdiction of such courts. If either party fails to enforce this Agreement on one occasion, it will not be prohibited from enforcing this Agreement on another occasion. This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements and undertakings, both written and oral, between the parties, with respect to the subject matter hereof.