

TRADEMARK AGREEMENT

This Trademark License Agreement (“Agreement”) is made and entered into as of March 24th, 2010 by and among Golden Farm Products, a sole proprietorship with a business address of P.O. Box 838, Winters, California 95694 (“Licensor”); and (“Licensee”).

WHEREAS, Licensor has used and is using the trademarks CALIFORNIA SPRAY MILLET and CALIFORNIA GOLDEN SPRAY MILLET and the logos attached as Exhibit A in connection with birdseed (collectively the “Marks”);

WHEREAS, Licensor owns the incontestable Federal trademark registrations for CALIFORNIA SPRAY MILLET (Reg. No. 1,718,520) and CALIFORNIA GOLDEN SPRAY MILLET (Reg. No. 1,758,617);

WHEREAS, Licensee desires to acquire and Licensor desires to grant to Licensee a license to use the Marks in connection with birdseed provided to it by Licensor (“Licensor’s Product”);

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

1. **License Grant.** Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Marks in the United States solely in connection with Licensor’s Product in accordance with the terms and conditions of this Agreement.
2. **Re-packaging of Licensor’s Product.** Licensor hereby authorizes Licensee to re-package Licensor’s bulk product under limited circumstances, and according to the following conditions as set forth in the Agreement.
 - a. Licensee agrees to use only labels provided by licensor; No labels of any kind shall be permitted which have not been supplied to Licensee by Licensor, or otherwise pre-approved by Licensor in writing.
 - b. No other labels or marks shall be placed on any packaging that bears the Marks of Licensor. Similarly, the packaging and labels shall not be altered in any way, except for the insertion of the true weight, count or quantity onto the labeling or packaging where provided, and/or the price.
 - c. Licensee acknowledges and agrees that the labels that have been provided by Licensor are for Licensee’s sole use and for the purpose of re-packaging Licensor’s bulk product, and are not to be given, sold, provided or otherwise distributed to any other party, company, individual or organization.
 - d. Licensee agrees to re-package only Licensor’s Product into the packaging bearing the labels that have been provided for Licensee’s use as outlined above.

3. **Use of the Marks.** In all advertising, promotion and sales by Licensee of Licensor's Product, Licensee shall refer to Licensor's Product as CALIFORNIA SPRAY MILLET® or CALIFORNIA GOLDEN SPRAY MILLET®. Licensee shall always capitalize the initial letters of each word in the Marks and shall always include the ® symbol after the Marks. In the text of any advertisement or marketing material, including websites, through which Licensee sells Licensor's Product, Licensee shall place the word "brand" immediately after the Marks and shall state where practicable that the Marks are registered trademarks of Golden Farm Products.

4. **Infringement.** Licensee shall notify Licensor promptly of any third party infringement of the Marks of which Licensee has knowledge. Licensor shall have the right and sole discretion to prosecute infringements of the Marks. Licensor shall bear the costs and receive all awards with respect to any action that it institutes.

5. **No Contest.** Licensee agrees not to contest Licensor's ownership of the Marks or the validity of the Marks. Licensee claims no rights to the Marks that are not specifically granted in this agreement.

6. **Furthermore.** It is agreed that Licensor may revoke the privileges granted under this Trademark License Agreement at any time.

In witness whereof, the parties have executed this Agreement as of the date first written above.

Golden Farm Products (Licensor)

(Licensee)
d.b.a

Title:
