

TRADEMARK LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made by and between AMPC, Inc., (DBA Essentia Protein Solutions), an Iowa corporation, having an address of 2425 SE Oak Tree Court Ankeny, IA 50021, United States ("Licensor") and IAFNETWORK SRL, a corporation, having an address of Via Flero 46 25125 Brescia, Italy ("Licensee") (individually the "Party" and collectively "the Parties").

This Agreement is effective as of 15th October 2019 (the "Effective Date").

1. Product Identification. Licensee agrees to identify its products incorporating Licensor's **HydroBEEF™/HydroBEEF+™** technology, including without limitation products incorporating the products listed in *Exhibit A* attached hereto (the "Licensee Products"). This identification shall take the form of incorporation of the **HydroBEEF™/HydroBEEF+™** technology logo and/or **HydroBEEF™/HydroBEEF+™** word mark or other such logo and/or mark as set forth in *Exhibit B* attached hereto (the "Licensed Marks") into product sales and marketing materials and product packaging for Licensee Products. Sales and Marketing Materials shall include, but are not limited to: product literature (brochures, specification sheets, data sheets, data books, and sales sheets), product web presence, product descriptions in printed and on-line catalogs, and product promotion (advertising, direct mail, trade and other shows, and point-of-sale displays). Licensee's identification of its products using the Licensed Marks shall be accompanied by a notice stating that the Licensed Marks are the trademarks of Licensor.

2. Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, royalty-free license (the "License") to use the trademarks set forth in *Exhibit B* as an Ingredient Brand on or in connection with the promotion, advertising, labeling, and sale of Licensee Products. An Ingredient Brand shall be defined as the Licensed Marks as used on the Licensee Products themselves, and/or as used on any related materials, including but not necessarily limited to product packaging, product literature (brochures, specification sheets, data sheets, data books, and sales sheets), product web presence, product descriptions in printed and on-line catalogs, and product promotion (advertising, direct mail, trade and other shows, and point-of-sale displays) produced by or on behalf of Licensee (the "Materials"). The terms of this License shall be worldwide (the "Territory") in scope, and shall govern the conduct of the Parties regarding the subject matter hereof worldwide. Licensor shall provide Licensee access to technical studies and/or publications that support the efficacy of Licensor's **HydroBEEF™/HydroBEEF+™** technology. Licensee may use all or parts of the studies and/or publications in the Materials to promote the Licensed Products.

3. **Use of Trademark.** Use of an Ingredient Brand is limited to Licensee Products and related Materials utilizing HydroBEEF™/HydroBEEF+™ technology and is subject to written approval by Licensor. The quality of any Licensee Products and Materials bearing an Ingredient Brand shall meet or exceed the quality of similar products and/or materials in Licensee's industry, and in no event shall be less than a reasonable standard of quality. Licensee agrees to use its best efforts to promote and distribute the Licensed Products and Materials. Licensee agrees that any Licensee Products and Materials will be manufactured, sold, and/or distributed in accordance with all applicable laws. Licensor shall have the right to inspect any Licensee Products to assess the level of quality of said products prior to granting Licensee authorization to use the Licensed Marks for purposes of ingredient branding. Once authorization has been granted, Licensor shall have a continuing right to inspect any Licensee Products and Materials bearing an Ingredient Brand to assess the level of consistency and quality of such use as well as the level of consistency and quality of the Licensee Products and Materials themselves. Licensee shall promptly provide specimens for inspection upon Licensor's request at no cost to Licensor. If, at any time, Licensor reasonably determines that the Licensee Products or Materials bearing an Ingredient Brand (i) do not meet the quality standards in existence in the industry; or (ii) do not comply with the Guidelines, Licensor shall so notify Licensee in writing and Licensee shall correct the non-conformance and provide a correct specimen to Licensor for review within fifteen (15) days from the date of notification. Failure to correct a non-conformance or to provide a correct specimen to Licensor will be considered a material breach of this Agreement.

4. **Ownership of Licensed Mark.** Licensor acknowledges that the Licensed Marks do not infringe the intellectual property rights of any third party worldwide. Licensee acknowledges that Licensor is the sole and exclusive owner of the Licensed Marks and all intellectual property rights therein worldwide. Except for the License granted herein, Licensor grants Licensee no express or implied licenses to the Licensed Marks. Licensee shall take no action that may interfere with, challenge or diminish Licensor's rights in the Licensed Marks.

5. **No Disparagement.** Licensee shall not use the Licensed Marks in any manner that disparages or reflects adversely on Licensor or its other Licensees, or negatively affects Licensor's reputation or goodwill or that of the other Licensees. Licensee's use of the Licensed Marks shall inure to the benefit of, and be on behalf of Licensor. Licensee acknowledges that its utilization of the Licensed Mark shall not establish in Licensee any right, title or interest in the Licensed Mark, and to the extent such right, title or interest is implied by law, Licensee agrees to promptly assign such right, title or interest to Assignor at no additional cost to Assignor other than the cost of preparing and recording such assignment.

6. **No Application.** Licensee shall not apply for trademark or internet domain registration of the Licensed Marks, or any mark confusingly similar thereto, anywhere in the world. Licensee shall fully cooperate with Licensor in obtaining and maintaining registration(s) for the Licensed Marks and shall, upon Licensor's request, provide to Licensor any declarations, evidence, documents, specimens, and testimony concerning the Licensed Marks that Licensor may request for use in obtaining or maintaining rights in the Licensed Marks.

7. **No Warranty.** The Licensed Marks are being licensed to Licensee "as is" and without warranty of any type or kind. Licensor hereby disclaims any and all warranties, whether statutory, express or implied.
8. **No Similar Marks.** Licensee shall use the Licensed Marks in a manner that creates a separate and distinct impression from any other trademark that may be used by Licensee. Licensee shall not adopt any trade name, trademark, service mark, certification mark, or designation that incorporates the Licensed Marks, or that is confusingly similar to the Licensed Marks.
9. **No Agency Relationship.** Licensee shall not use the Licensed Marks in a manner that may be construed as creating an agency, partnership, franchise, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.
10. **Indemnification.** (a) Licensor shall indemnify, defend and hold harmless Licensee, its affiliates and their respective officers, directors, agents, representatives, stockholders and employees (each a "Licensee Indemnified Person") from and against all third party costs, actions, judgments, claims, suits, expenses (including reasonable attorney's fees) and damages arising out of or resulting from (i) the breach by Licensor of any representation, warranty or obligation contained herein, or (ii) any willful or negligent act or omission by Licensor relating to the subject matter of this Agreement provided that a Licensee Indemnified Person gives reasonable notice to Licensor of any such claim or action, tenders the defense of such claim or action to Licensor and assists Licensor at Licensor's expense in defending such claim or action and does not compromise or settle such claim or action without Licensor's prior written consent.
- (b) Licensee shall indemnify, defend and hold harmless Licensor, its affiliates and their respective officers, directors, agents, representatives, stockholders and employees (each a "Licensor Indemnified Person") from and against all third party costs, actions, judgments, claims, suits, expenses (including reasonable attorneys' fees) and damages arising out of or resulting from (i) the breach by Licensee of any representation, warranty or obligation contained herein, (ii) any willful or negligent act or omission by Licensee relating to the subject matter of this Agreement or (iii) the development, manufacture, marketing, distribution or sale of the Products utilizing Licensed IP by Licensee or any person authorized by Licensee or the use of the Products by any person thereafter; excluding any cost, claim, suit, expense or damage to the extent that it arose or resulted from any willful or negligent act or omission by a Licensor Indemnified Person; provided that a Licensor Indemnified Person gives reasonable notice to Licensee of any such claim or action, tenders the defense of such claim or action to Licensee and assists Licensee at Licensee's expense in defending such claim or action and does not compromise or settle such claim or action without Licensee's prior written consent.

11. **Termination.** The Agreement and the licenses granted herein shall commence on the Effective Date and shall continue thereafter unless terminated in accordance with the terms and conditions set forth in this Section of this Agreement. This Agreement may be terminated by Licensee at any time upon written notice to Licensor. Licensor shall also have the right to terminate this Agreement at any time without cause, provided that Licensor provides at least sixty (60) days' prior written notice to Licensee. Additionally, Licensor may terminate this Agreement and the licenses granted herein upon thirty (30) days' prior written notice to Licensee, without need of judicial notice or court action, in the event of a material breach of this Agreement, unless the breach is corrected to Licensor's reasonable satisfaction within the thirty (30) day notice period. Upon termination of this Agreement for any reason other than material breach of this Agreement by Licensee, the license rights granted herein will survive for a period of six (6) months with respect to the promotion, advertising, sale, or distribution of Licensee Products that were manufactured during the term of this Agreement. At the end of this six (6) month period, Licensee shall immediately cease and desist from any and all use of the Licensed Marks. Upon termination of this Agreement by reason of a material breach of this agreement by Licensee, the license rights granted herein will terminate immediately and Licensee shall immediately cease and desist from any and all use of the Licensed Marks. Absolutely no promotional or advertising material or packaging that contains the Licensed Marks shall be created after the termination of this Agreement.

12. **Infringement.** Licensee agrees to promptly notify Licensor in writing if Licensee becomes aware of (i) any infringement, imitation, or counterfeiting of the Licensed Marks, (ii) any third party use, applications or registrations for the Licensed Marks or other marks similar to the Licensed Marks, or (iii) any suit or proceeding or action of unfair competition involving the Licensed Marks. Licensor shall have the sole right, but no obligation, to initiate and control any litigation or proceeding related to the Licensed Marks, including, without limitation, any settlement. Licensor agrees to notify Licensee if Licensor becomes aware of potential or actual infringement of third-party rights due to the use of the Licensed Marks. Licensee shall reasonably cooperate with Licensor, at Licensor's request, in any third-party dispute, litigation or proceeding related to the Licensed Marks.

13. **No Sub-License.** The license granted in this Agreement is personal to Licensee, and may not be assigned or sub-licensed by any act of Licensee except as provided herein. Neither this Agreement nor any of Licensee's rights shall be sold, transferred or assigned by Licensee without Licensor's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party, provided, however, that Licensee may assign such Agreement to an affiliate of Licensee who assumes substantially all of the

obligations under this Agreement. Subject to and the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of Licensor, its successors and assigns. Licensor may assign any of its rights and/or obligations under this Agreement in its sole discretion.

14. Confidentiality. The terms of this Agreement shall be kept confidential by the Parties and shall not be disclosed to anyone other than the Parties and to their employees, agents and attorneys, except (i) with the specific written consent of the other party; (ii) as required by any court or other governmental body, or as otherwise required by law; (iii) in connection with the enforcement hereof; or (iv) to the extent a party reasonably deems disclosure necessary to establish that it has been diligent in enforcing its trademark rights in other litigation, pursuant to an appropriate protective order.

15. Governing Law. This Agreement shall be governed and construed solely in accordance with the laws of the state of Iowa without regard to conflict of law principles. In the event any suit or action is brought to enforce any or all provisions of this Agreement, the prevailing Party shall be entitled to recover attorney fees, costs and related disbursements as awarded by the court at all levels of trial, including on appeal, if any.

16. Breach of Agreement. In the event of any breach of this Agreement by Licensee, Licensee acknowledges and agrees that any unauthorized use of the Licensed Marks or other marks confusingly similar to the Licensed Marks will result in irreparable harm to Licensor, and Licensor shall be entitled to seek and obtain immediate injunctive relief, without the posting of any bond.

17. Entire Agreement. This Agreement represents the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes any prior agreement or understanding, whether verbal or written, regarding the same. No provision of this Agreement may be waived except in a writing signed by the Party whose rights are to be waived. No provision of this Agreement may be modified except in a writing signed by both Parties. All exhibits attached hereto are incorporated by reference herein.

18. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the Parties, their respective officers, shareholders, agents, employees, successors, and assigns. This Agreement may be executed in one or more counterparts and signatures hereon may be exchanged and transmitted by facsimile or e-mail transmission, which counterparts and signatures shall, as between the Parties, be deemed to be originals constituting a single agreement and shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date set forth above.

LICENSOR

LICENSEE

AMPC, Inc DBA Essentia Protein Solutions

IAFNETWORK SRL

By: 

By: 

Print Name: _____

Print Name: _____

Title: Global Marketing Director

Title: CEO

Date: 19-10-2019

Date: 15/10/2019

EXHIBIT A

Licensed Products

To be provided

EXHIBIT B

LICENSED MARKS

HydroBEEF, U.S. Serial No. 85/891,803
Including HydroBEEF™ and HydroBEEF+™

HydroBEEF+™

HydroBEEF™

EXHIBIT C

Supplemental Facts – PDF label