

(5) Any and all correspondence concerning this document should be addressed and mailed to the following:

Pierre C. Van Rysselberghe, Esq.
Kolisich, Hartwell, Dickinson,
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200 Pacific Building
520 S.W. Yamhill Street
Portland, Oregon 97204

(6) The total number of trademark applications involved in this conveyance is 1.

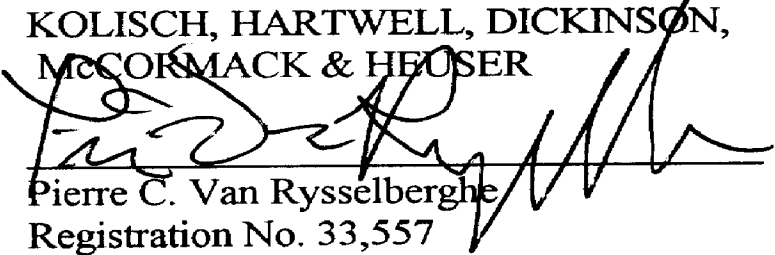
(7) Our check in the amount of \$40.00 to cover the recordation fee is enclosed, in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required.

(9) To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

KOLISCH, HARTWELL, DICKINSON,
McCORMACK & HEUSER



Pierre C. Van Rysselberghe
Registration No. 33,557
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Attorney for Licensee

TOTAL NUMBER OF PAGES
INCLUDING COVER SHEET,
ATTACHMENTS AND DOCUMENT: 9

TRADEMARK
REEL: 002039 FRAME: 0101

TRADEMARK LICENSE AGREEMENT

This is a License Agreement (the "Agreement") effective as of the last signature date (the "Effective Date"), by and between FRESH DIRECT, LLC, a limited liability company organized under the laws of the State of Delaware, having a principal place of business at 660 Madison Avenue, 15th Floor, New York, New York 10021, Tel No.: (212) 207-4100; Fax No.: (212) 207-8001 ("Licensor"), and THE OLIVE FARM, LLC, a limited liability company organized under the laws of the State of Oregon, having a principal place of business at 5120 S.E. Milwaukie, Portland, Oregon 97202, Tel. No.: (503) 231-8651; Fax No.: (503) 231-8903 ("Licensee").

1. BACKGROUND

WHEREAS, Licensor obtained by Assignment, *inter alia*, all right, title and interest in the trademark FRESH DIRECT (the "Trademark") in the United States (the "Territory") from Licensee and, thus, became the sole owner of the Trademark; and

WHEREAS, Licensee wishes to obtain a license from Licensor to use the Trademark in the Territory (hereinafter referred to as the "Licensed Trademark") in connection with Licensee's business, and Licensor is willing to grant such license, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises, covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

2. GRANT OF LICENSE

2.1 Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, upon the terms and conditions herein set forth, a non-exclusive, royalty-free, right and license to use the Licensed Trademark in connection with olive oil, vinegar, honey, herb kits, olive and other soaps, table olives, tea, coffee, pistachio and pine nuts, apricots, figs, kitchen utensils,

clothing and ceramics (the "Licensee's Goods"). If Licensee seeks to use the Licensed Trademark for any goods which are not specifically enumerated in this paragraph, but which are closely related in type (*e.g.*, almonds to pistachios) to the Licensed Goods and which do not compete (either directly or indirectly) with Licensor's then existing business (the "Additional Goods"), Licensee shall have the right to seek the written consent of Licensor to use the Licensed Trademark in connection with the Additional Goods, and Licensor's consent shall not be unreasonably withheld. All rights not specifically granted to Licensee are reserved by Licensor and may be used by Licensor without limitation.

3. REPRESENTATIONS AND WARRANTIES

3.1 Licensee acknowledges exclusive ownership of the Licensed Trademark by Licensor and agrees that it will do nothing inconsistent with or in derogation of such ownership. To that end, for example, Licensee shall not use the Licensed Trademark in a merely descriptive manner.

3.2 Licensee agrees that all uses of the Licensed Trademark by Licensee shall inure to the benefit of Licensor, and that nothing in this Agreement shall give Licensee any right, title or interest in or to the Licensed Trademark other than the limited right to use the Licensed Trademark in accordance with this Agreement.

3.3 Licensee agrees not to attack the validity of or otherwise challenge the terms of this Agreement.

3.4 The parties each represent and warrant that to the best of their knowledge:

(1) Each has full power and authority to enter into this Agreement, including execution of any document required or contemplated under this Agreement, and this Agreement constitutes the binding obligation of such party enforceable in accordance with its terms, subject to equitable remedies and other laws of general application.

(2) The execution, delivery and performance of this Agreement and any documents required or contemplated under this Agreement will not conflict, directly or indirectly with any agreement or instrument by which it may be bound.

4. DURATION

4.1 The term of this Agreement will continue in perpetuity for all rights granted hereunder, unless terminated pursuant to Paragraph 8 below, or by order of a court of competent jurisdiction.

5. QUALITY STANDARDS, MAINTENANCE AND CONTROL

5.1 Licensee agrees that, so long as it uses the Licensed Trademark hereunder, the goods it offers in connection with the Licensed Trademark shall be of high standard and of a quality sufficient to protect the goodwill and reputation associated with Licensor and the Licensed Trademark. To this end, all goods offered by Licensee in connection with the Licensed Trademark shall be at least the same quality as, or of higher quality than, those goods offered by Licensee as of and prior to the Effective Date of this Agreement. Moreover, all goods will be manufactured, distributed and sold in accordance with all applicable laws, rules and regulations. Licensee shall, at its expense, obtain any and all necessary and appropriate government approvals pertaining to the manufacture, distribution and sale of Licensee's Goods and shall provide same to Licensor upon its request.

6. INSPECTION

6.1 Licensee will provide Licensor with samples of, or otherwise allow Licensor to inspect such materials and goods on or in connection with which the Licensed Trademark is used by Licensee, including but not limited to advertisements and promotional materials, from time to time, as Licensor may reasonably deem necessary in order to assure that quality standards set out in paragraph 5.1 of this Agreement are being maintained. Licensee shall not charge Licensor for such samples, or any other fees relating to the inspection provided that Licensor's requests for samples are reasonable.

7. INFRINGEMENTS

7.1 If Licensee learns of any use by any person or entity of a trade name or trademark similar to the Licensed Trademark, it will promptly notify Licensor, and if requested by

Licensors, will join with Licensor in such action as Licensor, in its reasonable discretion, may deem advisable for the protection of its rights. Licensor shall have the exclusive right to bring and will bear the costs of such action. Nothing in this paragraph shall be deemed to create an obligation or require that Licensor bring any such action.

7.2 Licensee will, at its own expense, assist and fully cooperate with Licensor's efforts to secure, protect and preserve rights and interests in the Licensed Trademark, including, without limitation, executing and delivering any and all documents and things related to use and registration of the Licensed Trademark.

8. TERMINATION

8.1 The license granted under this Agreement shall terminate upon any one or more of the following conditions or events, and according to the following terms and provisions:

(1) Upon the breach by Licensee of any of its material obligations under this Agreement, or any representations or warranties in the Assignment of the Licensed Trademark executed by Licensee, Licensor shall have the right to terminate the license herein granted on thirty (30) days written notice. Such notice of termination shall become effective unless Licensee shall have completely remedied the breach or violation to Licensor's satisfaction within said thirty (30) day period.

(2) If Licensee ceases use of the Licensed Trademark, or attempts to assign or sell its rights to use the Licensed Trademark to any third party, then all rights granted to it under this Agreement are automatically terminated.

(3) If Licensee becomes insolvent, discontinues its business, and/or is adjudicated as bankrupt, then Licensor shall have the right to terminate this license upon thirty (30) days written notice, to the extent permitted by applicable bankruptcy laws.

(4) If the parties decide to terminate this Agreement and set forth such termination in a written instrument, signed by both parties.

8.2 Upon termination of the license granted in this Agreement, Licensee agrees that (i) it shall immediately discontinue all use of the Licensed Trademark, (ii) it shall cooperate with Licensor or its appointed agent to apply to the appropriate authorities to cancel any recording of

this Agreement which has been made with any governmental authority, and (iii) all rights in the Trademark and Licensed Trademark and the goodwill connected therewith are and shall remain the property of Licensor.

9. INDEMNIFICATION

9.1 Licensee agrees to indemnify, defend and hold harmless Licensor, its parents, subsidiaries, predecessors, successors, assignees, as well as its present and former agents, attorneys, partners, shareholders, directors, officers, employees, and representatives, from any claim, suit, harm, damages or costs (including reasonable attorneys' fees and expenses) arising from Licensee's uses of the FRESH DIRECT mark.

9.2 Licensor agrees to indemnify, defend and hold harmless Licensee, its parents, subsidiaries, predecessors, successors, assignees, as well as its present and former agents, attorneys, partners, shareholders, directors, officers, employees, and representatives, from any claim, suit, harm, damages or costs (including reasonable attorneys' fees and expenses) arising from Licensor's uses of the FRESH DIRECT mark.

9.3 Subject to Licensee's full compliance with the terms of this Agreement, Licensor agrees not to sue Licensee or its permitted successors for use of the exact mark "FRESH DIRECT FROM TREE TO TABLE."

9.4 The provisions of paragraph 9 shall survive the expiration or termination of this Agreement.

10. GENERAL PROVISIONS

10.1 This Agreement, and the rights, duties and obligations hereunder, shall apply throughout the Territory.

10.2 All rights and duties of Licensee hereunder are personal to Licensee, and may not be assigned, transferred, sublicensed, delegated or otherwise disposed of or encumbered by Licensee without the express written consent of Licensor, which consent shall be granted or withheld as Licensor deems appropriate in its sole discretion. Any assignment or attempted assignment of such rights and/or duties without the written consent of Licensor shall

automatically terminate this Agreement.

10.3 This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, obligations or agreements, whether written or oral, with respect to the matters set forth herein, and there are no agreements, obligations, representations or warranties respecting said subject matter unless set forth in this Agreement.

10.4 Any notice required or permitted to be given to or served upon any party to this Agreement shall be sufficiently given or served only if in a writing sent to such party by facsimile (confirmed), hand delivery, registered or certified mail and addressed to it at its address above first written, or at such other address as it shall designate by written notice to the other party.

10.5 This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of New York, applicable to contracts made and to be performed wholly within New York.

10.6 The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental regulation; that if any sentence, paragraph, clause, or combination of the same is or becomes in violation of any applicable law or regulation or is unenforceable or void for any reason, such sentence, paragraph, clause or combination thereof shall be inoperative, and the remainder of the Agreement shall remain binding upon the parties, to the extent consistent with the overall intention of the parties.

10.7 Each party shall bear its own costs and attorney's fees incurred in connection with this Agreement.

10.8 Any failure by either party to insist upon the performance of a provision of this Agreement shall not constitute a waiver of any other right of either party which the party may have under this Agreement. Any such waiver can only be made in writing signed by the party against whom enforcement of such waiver is sought.

10.9 Nothing in this Agreement will be construed to place the parties in the relationship of legal representatives, partners, joint ventures, or agents, and neither party will have the power to obligate or bind the other in any manner.

10.10 Each party shall take such action and execute such documents as reasonably necessary and requested by the other, to effect the purposes of and all acts contemplated by this Agreement.

10.11 This Agreement may be executed in counterparts and each executed copy hereof shall be deemed an original.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth below.

FRESH DIRECT, LLC

Date: December 24, 1999

By:

Title:



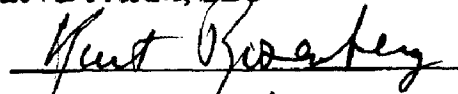
President

THE OLIVE FARM, LLC

Date: December 22, 1999

By:

Title:



CEO / MANAGER