

08-12-2002



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**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Margarita Internacional Comercio e Servicio Limitada

08-07-02

- Individual(s)
- General Partnership
- Corporation - Portugal
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Gowan Company

Internal

Address:

Street Address: 370 S. Main Street

City: Yuma State: AZ Zip: 85369

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Arizona
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark License Agreement
- Merger
- Change of Name

Execution Date: 07/29/2002

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s) 1,236,015

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Antonio R. Durando

Internal Address: Durando Birdwell & Janke, PLC

Street Address: 2929 E. Broadway Blvd.

City: Tucson State: AZ Zip: 85716

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Antonio R. Durando

Name of Person Signing

*Antonio R. Durando*  
Signature

8/2/02  
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

08/09/2002 LNWELLER 00000172 1236015

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TRADEMARK  
REEL: 002560 FRAME: 0076

**TRADEMARK LICENSE AGREEMENT**

This AGREEMENT is entered into on this 29th day of July, 2002, between Margarita Internacional Comercio e Servico Limitada, a corporation organized and existing under the laws of Portugal, having its principal office and place of business at Rua do Bom Jesus, 18-3 Esq., 9050, Funchal, Portugal (hereinafter called "Margarita"), and Gowan Company, a corporation organized and existing under the laws of the State of Arizona, United States of America, having its office and place of business at 370 S. Main Street, P.O. Box 5569, Yuma, Arizona, U.S.A. (hereinafter called "Gowan").

**WITNESSETH**

WHEREAS, Margarita is the owner of the mark RUBIGAN registered in the United States (U.S. Registration No. 1,236,015) and in foreign countries in respect of a fungicide for agricultural use; and

WHEREAS, Gowan desires to obtain from Margarita permission to use the Trademark upon or in relation to products manufactured in accordance with the technical data and other information furnished by Margarita, which permission Margarita is willing to grant Gowan on the terms and conditions set forth below;

NOW, THEREFORE, it is hereby agreed and declared as follows:

1. (a) The term "Territory" shall mean the United States.

(b) The term "Products" shall mean the finished fungicide for agricultural use manufactured by Gowan Milling, Bold Corporation, and any other third party under the supervision of Gowan.

(c) The term "Trademark" shall mean the trademark RUBIGAN registered in the U.S. under Registration No. 1,236,015.

2. Margarita hereby grants Gowan, for the term and subject to the conditions of this Agreement and subject to obtaining all necessary renewals of the Trademark, permission to the sole use of the Trademark, but not excluding the use by Margarita upon or in relation to the Products in the Territory. Notwithstanding anything herein contained, Margarita shall have the right to make unrestricted use of the Trademark in the Territory.

3. (a) If applicable, Gowan hereby agrees to register its licensed user interests in the Trademark in the appropriate registers of the Territory and to become the registered user of the Trademark, as the laws of the pertinent jurisdictions may require.

(b) This Agreement shall come into force from the date hereof and Gowan shall immediately apply for all applicable user registration in the Territory; in the meantime, in anticipation of the grant of such registrations, Gowan shall use the Trademark upon and subject to the terms and conditions and stipulations contained in this Agreement. It is hereby declared that under, by virtue of and pursuant to this Agreement, Gowan shall be entitled to use said Trademark as a licensed user even if said user registration is not granted to it.

4. Gowan undertakes to manufacture, directly or indirectly, the Products in strict accordance with the quality standards, specifications and directions of Margarita. Gowan further agrees that it shall have the right to use the Trademark only in relation to the Products and only so long as the Products are manufactured in strict accordance with the quality standards, specifications and directions of Margarita. Gowan understands and agrees that it is not permitted to use the Trademark on or in relation to the Products unless their quality has been approved by Margarita.

5. In order to ensure Margarita's control over the quality of the Products, Gowan shall permit the authorized representative of Margarita to inspect Gowan's or its agent's plant facilities for manufacturing, processing and packaging the Products at all reasonable times. The said representatives shall have the right to obtain samples of the finished and semi-finished goods and Gowan agrees to provide Margarita samples of the Products from time to time to enable Margarita to carry out tests concerning the same.

6. It is a term of this Agreement that Gowan, if applicable, shall be a registered user of the Trademark in the Territory.

7. Gowan undertakes to follow strictly the instructions of Margarita as to the use of the Trademark.

8. Gowan agrees to use the Trademark only as registered in the Territory and undertakes to comply strictly with all laws and regulations pertaining to trademarks within the Territory. Before distributing any promotional and advertising materials or adopting labels and packaging bearing the Trademark, Gowan shall make available to Margarita proofs thereof for its approval.

9. Gowan acknowledges Margarita's exclusive right, title and interest in and to the Trademark and the validity of the registration thereof and will not at any time do or cause to be done any act of thing directly or indirectly contesting, or in any way impairing, or tending to impair, any part of Margarita's right, title or interest in the Trademark. In connection with its authorized use of the Trademark, Gowan shall not in any manner represent that it has any ownership interest, other than this exclusive license in the Territory, in the Trademark or registrations thereof and Gowan specifically acknowledges that

its authorized use of the Trademark shall not create in Gowan any other right, title or interest in the Trademark, but that every authorized use of the Trademark by Gowan shall enure to the benefit of Margarita. Gowan further agrees that it shall not adopt, use or register as a trademark or a tradename, whether during the term of this Agreement, its extensions, or after termination of the Agreement, any word or symbol which is familiar and confusingly similar to the Trademark.

10. Gowan shall exert its best efforts to discover the existence of any mark, name, word or symbol which may infringe on the Trademark, and shall promptly notify Margarita of any such infringement. No action shall be taken against any infringer by Gowan without the prior approval of Margarita. If Margarita fails, for a period of three months after being called upon by Gowan, to take any action to prevent any such infringement or misuse of the Trademark or registration of conflicting marks, then Gowan may institute proceedings as aforesaid in its own name.

11. Gowan undertakes fully and without any reservation whatsoever to render to Margarita all assistance in connection with any matter pertaining to the protection of the Trademark, whether in the courts, administrative agencies, within or without the Territory, or otherwise, and to make promptly available to Margarita, its representatives, agents and attorneys all of Gowan's files, records and other information pertaining to the manufacture, distribution and sale of the Products identified by the Trademark or marks similar thereto.

12. The authorized use of the Trademark does not involve the payment of any royalty, fee, commission, remuneration or other monetary consideration directly or indirectly by Gowan to Margarita.

13. Upon termination of this Agreement all rights of Gowan hereunder shall cease and Gowan shall not thereafter make any further use of the Trademark on any Products thereafter sold by Gowan. Margarita grants Gowan a period of six (6) months from the date of Termination of this Agreement to sell its stock of Products manufactured during the term of the Agreement and identified by the Trademark.

14. Subject to the provisions of Clause 15 hereof, this Agreement shall continue in force and effect without limit, but may be terminated by either party on giving six (6) months notice in writing to the other party.

15. Margarita shall be entitled to terminate the Agreement in the event of any of the following:

(a) If Gowan defaults in the performance of any term of this Agreement and such default is not remedied to the satisfaction of Margarita within ninety (90) days after written

notice thereof; or

(b) If Gowan is dissolved, whether voluntarily or compulsorily, or if an order is made or an effective resolution is passed for the winding up of Gowan or a trustee or receiver is appointed in respect of Gowan's assets or any part thereof; or

(c) Gowan impairs the value of or improperly uses the Trademark or tradenames or symbols of Margarita.

16. No provision or act performed under this Agreement shall be construed as constituting either party the agent of the other.

17. If any term, clause or provision of this Agreement is judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.

18. The failure of either party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of the party thereafter to enforce each and every provision.

19. All notices and other communications hereunder shall be in writing and forwarded by prepaid, registered air mail to the respective parties hereto at the address first above written, or at such other address as either party may hereafter specify in writing to the other.

20. This Agreement supersedes all previous representations, understandings, or agreements, oral or written, between the parties with respect to the subject matter hereof, and it and the agreements and documents contemplated hereby contain the entire understanding of the parties as to the terms and conditions of their relationship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MARGARITA

GOWAN

By:   
William Catling, Director

By: \_\_\_\_\_  
Jon Jessen  
Title: President