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07-10-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/06) Tab settings

RECOR. 102493115 TRADEMARKS ONLY

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): Holy Cross Abbey

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other LICENSING Agreement

Execution Date: June 23 & 26, 2003

2. Name and address of receiving party(ies)

Name: Redwoods Abbey Internal Address:

Street Address: 18104 Briceland Thorn Road City: Whitethorn State: CA Zip: 95589

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,327,419

Additional number(s) attached Yes No

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

Name: Fisher, Christen & Sabol

Internal Address:

Street Address: Suite 1108

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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Virgil H. Marsh Name of Person Signing

Virgil H. Marsh Signature

July 7, 2003 Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK REEL: 002774 FRAME: 0957

LICENSING AGREEMENT  
BETWEEN  
HOLY CROSS ABBEY, LICENSOR  
AND REDWOODS ABBEY, LICENSEE

GENERAL DECLARATIONS

1.1 Holy Cross Abbey, (licensor) is a Virginia not-for-profit corporation, an integral organization of the Roman Catholic Church, and a member of the monastic Order known as the Cistercians of the Strict Observance, also called "Trappists." The primary address of the licensor is:

Holy Cross Abbey; 901 Cool Spring Lane; Berryville, VA 22611-2700

1.2 Redwoods Abbey ("licensee") is a California not-for-profit corporation, an integral organization of the Roman Catholic Church, and a member of the monastic Order known as the Cistercians of the Strict Observance, also called "Trappists." The primary address of the licensee is: Redwoods Monastery; 18104 Briceland Thorn Road; Whitethorn, CA 95589.

1.3 The licensor is engaged in the manufacture of creamed honey which is marketed under the trademark "MONASTERY CREAMED HONEY (the trademark). The licensor has adopted, uses and owns the trademark, "MONASTERY CREAMED HONEY" for creamed honey(s) and the goodwill associated herewith. The licensor is the registrant of U.S. Trademark Registration No. 2,327,419, which was registered on March 7, 2000, for the trademark "MONASTERY CREAMED HONEY" for creamed honey(s).

1.4 The licensee also produces creamed honey, wishes to market that honey under the same trademark, "Monastery Creamed Honey", and is desirous of obtaining a license from the licensor under U.S. Trademark Registration No. 2,327,419.

### LICENSING AGREEMENT

2.1 In consideration of the joint membership enjoyed in the Order of Cistercians of the Strict Observance and their fellowship in the Roman Catholic Church and for other valuable consideration, receipt of which is hereby acknowledged, the licensor hereby licenses Redwoods Abbey to market creamed honey under the trademark and the protection of U.S. Trademark Registration No. 2,327,419

2.2 This license shall be non-exclusive and shall be of perpetual duration so long as licensee continues to conform to the restrictions and conditions set forth in Section 2.3 following. No royalty shall be charged the licensee for the use of this license.

2.3 The licensee understands and accepts the following restrictions and conditions and acknowledges the failure to observe such restrictions and/or conditions shall result in an automatic cancellation of the license, subject to the dictates of Section 2.4 following:

- A. The licensee must remain a member in good standing of the Order Of Cistercians of the Strict Observance.

- B. No creamed honey shall be marketed under the trademark "MONASTERY CREAMED HONEY" by licensee unless it has been manufactured by members or employees of the licensee under the close supervision of officers of the licensee, and at facilities owned or operated entirely by the licensee.
- C. The licensee shall use labels approved by the licensor. The licensee will change or modify the labels, at their own expense, in any reasonable or necessary manner directed by the licensor. Once a year the licensee will submit to the licensor a sample of the label(s) currently being used.
- D. The licensee shall not franchise, sub-license, sell, or otherwise alienate this license which is issued solely for the exclusive benefit of the licensee.
- E. The licensee shall maintain a quality of product which satisfies the licensor that no damage will be done to the licensor's reputation by reason of inferior product. The licensee shall provide at the licensee's own expense samples of the licensee's creamed honey products licensed under the trademark to the licensor at least once a year and more often as the licensor may reasonably request. If the licensor does not object within thirty (30) days of receipt of such a sample, the licensor shall be deemed to have accepted the quality thereof. The licensee will allow the licensor to inspect the licensee's manufacturing and other involved facilities upon

reasonable advance notice by the licensor. The licensor represents that the licensor is familiar with the licensee's current creamed honey products and deems said products to be currently adequate under the terms of this license.

- F. The licensee shall not advertise in any way that would cause any disparagement to the licensor's products or reputation. All advertisement to the licensor's products or reputation. All advertisements of the licensee shall recite that the creamed honey products are marketed under license under U.S. Trademark Registration No. 2,327,419 of Holy Cross Abbey. The licensee shall provide the licensor with copies of advertising in a timely fashion for approval. Such approval shall not be arbitrarily withheld by the licensor. If the licensor does not object to any such copy within thirty (30) days of receipt, the licensor shall be deemed to have accepted said advertising as appropriate under the terms of this license.

2.4 The all cases where the licensor believes in good faith that any of the conditions set forth in Section 2.3 above have been breached, the licensor shall give the licensee written notice setting forth the presumed breach and giving the licensee a reasonable time, not to exceed sixty (60) days, to repair or make good the breach.

2.5 The licensee acknowledges that the licensor is the owner of U.S. Trademark Registration No. 2,327,419 and the trademark "MONASTERY CREAMED HONEY" for creamed honey(s).

2.6 The licensor and the licensee agree to act in good faith in all matters concerning and arising under this license agreement. Any disputes under this license agreement between the licensor and the licensee which cannot be resolved between the licensor and the licensee, upon agreement in good faith between the licensor and the licensee, may and should be submitted to the good offices of the President of the Monastic Business Association or any other person from within the Order of Cistercians of the Strict Observance for mediation.

2.7 The licensee will take all reasonable and/or necessary action to protect the rights of the licensor in the licensor's trademark "MONASTERY CREAMED HONEY" and the licensor's U.S. Registration No. 2,327,419.

2.8 The licensor, at its own discretion, may limit the geographic scope of this license.

3.1 Either party to this agreement may cancel this agreement upon ninety (90) days notice. Such notice shall be provided in writing and delivered by registered or certified mail to the superior of the monastery being addressed. However, the licensor represents that the licensor is aware of the economic dependency of the licensee on honey production and is also anxious to preserve the bond of peace and mutual assistance that is appropriate between communities of the Trappist-Cistercian tradition. Therefore, the licensor undertakes to limit cancellation to only those cases where there is serious cause,

where no other remedy appears adequate, where the licensee has been afforded ample opportunity to make good any deficiencies, and the services of the mediator from within the Order of Cistercians of the Strict Observance have been obtained.

4.1 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and shall not be amended except in a written agreement executed by an authorized officer of each Party.

4.2 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Virginia.

4.3 Unless otherwise specified herein, all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered in person or sent either by registered mail, receipt requested, or by confirmed facsimile transmission with a confirming original or copy sent by mail to the address of the Parties specified above in Sections 1.1 and 1.2, respectively. Any change in the address of either Party shall promptly be sent to the other Party. All notices shall be in English and deemed effective and duly signed upon receipt.

4.4 Captions of this Agreement are for reference purposes only and do not constitute terms or conditions of this Agreement, and shall not limit or affect the terms and conditions hereof.

4.5 This Agreement may be executed in multiple counterparts, each of

which shall be an original, but all of which shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart

4.6 The signatories below represent that they are fully authorized by their respective corporations to enter into this licensing agreement and to bind such corporations to its provisions.

**IN WITNESS WHEREOF**, we affix our signatures; this license to take effect on the date of the last of the two (2) so placed.

**HOLY CROSS ABBEY**

DATE: June 23, 2003

By: Michael Desilets  
Signature

MICHAEL DESILETS  
Name

VICE-PRESIDENT  
Office

**REDWOODS ABBEY**

DATE: June 26, 2003

By: Sr. Kathleen De Vico  
Signature

Sr. Kathleen De Vico  
Name

President  
Office