

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kay Shumate		10/01/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Algood Food Company		
Street Address:	7401 Trade Port Drive		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40258		
Entity Type:	CORPORATION: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2290309	WINDSTONE FARMS	
CORRESPONDENCE DATA			
Fax Number:	4129181199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4129181112		
Email:	npierotti@metzlewis.com		
Correspondent Name:	Neal P Pierotti		
Address Line 1:	535 Smithfield Street, Suite 800		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	203/0028		
NAME OF SUBMITTER:	Neal P Pierotti		
Signature:	/Neal P Pierotti/		
Date:	12/12/2012		

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Total Attachments: 16

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into as of the 1st day of ^{October} ~~September~~, 2012, by and between KAY SHUMATE, an individual having a principal address of 406 Houston Oaks Drive, Paris, Kentucky 40361 (the "LICENSOR"), and ALGOOD FOOD COMPANY, a Kentucky corporation, having its principal office at 7401 Trade Port Drive, Louisville, Kentucky 40258 (the "LICENSEE").

WHEREAS, LICENSOR is the owner of the trademark WINDSTONE FARMS, and U.S. Trademark Registration No. 2,290,309, together with any unregistered logos, marks, or other proprietary rights associated with the mark "Windstone Farms" (the "Trademark").

WHEREAS, LICENSOR desires to license to LICENSEE the right to use the Trademark under the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1: Definition of Terms

1.01 "Affiliate" of a Person means a Person controlled by, or which is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct the management of a Person, through the ownership of voting securities, or by contract.

1.02 "Approved Products" shall mean jams, jellies, preserves, and peanut butter, including stripe, swirl or other similar products which contain a combination of the foregoing ingredients.

1.03 "Confidential Information" of a party mean any information that is treated as confidential by such party, including, without limitation, trade secrets, formulas, information pertaining to customers, operations, pricing or marketing. Confidential Information shall not include information that:

(a) is already known to a party without restriction on use or disclosure prior to receipt of such information from the other party;

(b) is or becomes generally known by the public other

than by breach of this Agreement by, or other wrongful act of a party;

(c) is received by a party from a third party who is not under any obligation to the other party to maintain the confidentiality of such information; or

(d) is required to be disclosed by the terms of a court order.

1.04 "Person" means an individual, corporation, partnership, joint venture, limited liability company, estate, trust or other entity.

1.05 "Trademark" shall mean the trademark WINDSTONE FARMS or WINDSTONE FARM, and U.S. Trademark Registration No. 2,290,309, for the mark WINDSTONE FARMS, used in connection with jams, jellies, and preserves.

1.06 "Term" shall mean a perpetual license term commencing as of January 1, 2012 and continuing perpetually unless termination occurs in compliance with the provisions of section 11 of this Agreement.

1.07 "Territory" shall mean the countries of the United States of America, Canada, and Mexico, and their respective possessions and territories.

SECTION 2: Grant of License to LICENSEE

2.01 **License to Use Trademark:** LICENSOR grants to LICENSEE, and LICENSEE hereby accepts, an exclusive, royalty-free, perpetual, irrevocable, and sublicensable license to use the Trademark within the Territory, in connection with the Approved Products only, to the exclusion of LICENSOR and all other Persons. The grant of license herein shall include the right to use the domain name www.windstonefarms.com for the sole purpose of marketing Approved Products using the Trademark. Use of the Trademark with respect to the Approved Products includes, without limitation, the promotion, advertising, marketing, manufacturing, contract manufacturing, distribution and sale of the Approved Products.

2.02 **Sub-License:** In the event LICENSEE desires to sublicense the rights granted to it herein to a Person which is not an Affiliate of LICENSEE, LICENSEE shall first obtain LICENSOR's prior written approval of any sub-licensee, which

approval shall not be unreasonably withheld, conditioned or delayed. Any sublicense by LICENSEE shall be subject to the other terms of this Agreement.

2.03 Reservation of Rights: LICENSOR reserves the right to use the Trademark in connection with farm services, fresh blackberries and other fruits, and other products and uses related to blackberries that do not conflict with, infringe upon or which are not confusingly similar to LICENSEE's permitted Approved Products; provided however, that LICENSOR agrees not to sell any goods bearing the labels (or labels confusingly similar to the labels) used by LICENSEE on Approved Products, but may use the Trademark for LICENSOR'S reserved uses.

2.04 Expanded Use by LICENSEE: LICENSEE shall not expand its use of the Trademark to any products or services not included in the Approved Products, unless LICENSEE first notifies LICENSOR of such intended expanded use, and LICENSOR provides its written consent to such expanded use, which consent shall not be unreasonably withheld, conditioned or delayed. In the event LICENSOR consents to such expanded use, the parties agree that the provisions of Section 13 shall apply to any disagreement over additional monetary consideration to LICENSEE to include such expanded use.

2.05 Use of Shumate Name: LICENSEE agrees that this Agreement shall not permit the use of the Shumate name in any manner by LICENSEE, and that LICENSEE shall remove any references to any Shumate family member from any marketing, electronic media, or other use by LICENSEE.

2.06 Approved Product Labels: LICENSEE shall provide LICENSEE upon request not more frequent than once per calendar year during the Term one (1) representative sample of each Approved Product's label bearing the Trademark.

SECTION 3: Fees

3.01 Fees: LICENSEE shall pay to LICENSOR a one-time fully paid up license fee in the amount of one hundred eighty thousand U.S. dollars (US\$180,000) for entering into this Agreement. The fee shall be due within thirty (30) days following full execution of both this Agreement and the Mutual Release and Settlement Agreement ("Settlement Agreement") by all parties to such agreements to be entered into simultaneously by the parties.

3.02 Taxes: LICENSOR shall be responsible for any income taxes due and payable on the payment in Section 3.01.

SECTION 4: Use of MARKS

4.01 Goodwill of MARKS: LICENSEE acknowledges that the Trademark has established goodwill.

4.02 No Changes to MARKS: No change shall be made by LICENSEE to the Trademark of LICENSOR unless first approved in writing by LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed.

4.03 Quality of Operations: LICENSEE shall conduct its operations in a commercially reasonable manner so as to reflect credibility on LICENSOR and so as not to render less valuable the Trademark in any material respect. LICENSEE'S operations involving the Trademark shall be in compliance with all applicable laws and regulations of the country or governmental entity with authority where Approved Products bearing the Trademark are distributed.

4.04 Property of LICENSOR: The LICENSEE acknowledges that the goodwill associated with the Trademark is and will remain the exclusive property of LICENSOR, and that the LICENSEE will derive no benefit from such goodwill except through profits received from the distribution of the Approved Products in the Territory during the Term. LICENSEE agrees that it shall not assert or allege that the Trademark is invalid in any respect, and shall in no manner contest the rights of the LICENSOR in the Trademark.

SECTION 5: LICENSOR'S Representations and Warranties

5.01 LICENSOR'S Representations And Warranties: LICENSOR represents and warrants that:

(a) LICENSOR is the sole legal and beneficial owner in her own name of all right, title, and interest in and to the Trademark, including, without limitation, the rights to: (1) grant licenses for the Trademark, and (2) enforce the Trademark against any third party infringing any claim or claims of any rights contrary to LICENSOR'S rights in the Trademark.

(b) This Agreement constitutes the legal, valid and binding obligation of LICENSOR, enforceable against LICENSOR

and her heirs, successors and assigns, in accordance with its terms.

SECTION 6: LICENSEE'S Representations and Warranties

6.01 LICENSEE'S Representations And Warranties: LICENSEE represents and warrants that:

(a) All necessary corporate action has been taken by LICENSEE under the laws of the Commonwealth of Kentucky and its By-Laws in order to approve the execution and delivery of this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of the LICENSEE, enforceable against LICENSEE and its successors and permitted assigns, in accordance with its terms.

SECTION 7: Disclaimers and Infringement

7.01 Protecting Trademarks from Infringement: LICENSOR shall not be required to enforce the Trademark against any third party infringement of LICENSEE's use of the Trademark. Each party shall immediately notify the other of any suspected or known infringement, passing off, dilution or other claims which might affect LICENSEE's use of the Trademark. Notwithstanding the foregoing, if LICENSEE informs LICENSOR of such infringement, passing off, dilution, or other claims of a third party and LICENSOR refuses to enforce the Trademark or declines or fails to take action against such third party within fifteen (15) days following such notice, LICENSEE shall have the right to enforce the Trademark and LICENSOR hereby agrees to cooperate in such other lawsuit or other enforcement proceeding. If LICENSEE brings such lawsuit or other enforcement proceeding, LICENSEE will bear its own costs associated therewith and will receive all funds obtained as a result of such lawsuit or enforcement.

7.02 Maintaining the Trademark: LICENSEE agrees to maintain the registration for the Trademark, provided however, that the costs of such maintenance of the Trademark shall be borne by LICENSOR. LICENSOR shall timely and promptly execute all instruments reasonably requested by LICENSEE to effect further registration of, maintenance and renewal of the Trademark (including the expansion of the coverage of the Trademark to peanut butter), and where applicable, to record LICENSEE as a registered licensee of the Trademark.

SECTION 8: Quality Control.

8.01 **Covenant to Manufacture Properly:** LICENSEE, consistent with the terms of this Agreement, shall use commercially reasonable efforts to properly manufacture the Approved Products bearing the Trademark which are offered for sale in the TERRITORY. During the Term, the LICENSEE shall use commercially reasonable efforts to ensure the quality of the Approved Products sold by LICENSEE.

SECTION 9: Insurance and Indemnification

9.01 **Required Insurance:** At all times during the Term, the LICENSEE shall maintain in effect such insurance, including public liability insurance, but in any event shall maintain not less than the following coverage:

(a) Employer's liability and workmen's compensation insurance as prescribed by applicable law; and

(b) Comprehensive general liability and automobile insurance on an occurrence basis naming LICENSOR as an additional insured and underwritten by any carrier with an A.M. Best rating of A- Class X, covering the following risks in no less than the following amounts, subject to reasonable increase; and

(c) Product liability coverage for the following minimum amounts:

<u>Type of Risk</u>	<u>Limit of Liability</u>
Property damage	Actual loss
Public and product liability (including Bodily injury/death)	US\$2,000,000 each occurrence
Umbrella liability	US\$10,000,000

If LICENSOR requests in writing during the Term, the LICENSEE shall furnish LICENSOR with certifications by the insurance carrier evidencing the term and coverage of the insurance in force and the Persons insured. Such certificate shall provide that the insurance coverage will not be canceled or permitted to expire without thirty (30) days prior written notice to LICENSOR.

9.02 Indemnification by Licensee: LICENSEE shall indemnify and hold LICENSOR, and her heirs and assigns, harmless from and against any and all losses, claims, damages, or liabilities, costs and expenses, including reasonable attorneys' fees, which arise out of or are based upon LICENSEE's use of the Trademark and the sale of Approved Products.

9.03 Indemnification by Licensor: LICENSOR shall indemnify and hold LICENSEE, its successors and permitted assigns, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, which arise out of or are based upon (i) infringement or other intellectual property claims where LICENSEE's use of the Trademark is in accordance with this Agreement; or (ii) LICENSOR's breach of this Agreement.

9.04 Indemnification Procedures: The indemnified party shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The indemnified party's failure to perform any obligations under this Section 9.04 shall not relieve the indemnifying party of its obligations under this Section 9.04 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

SECTION 10: Assignment

10.01 Assignment by LICENSEE: None of the LICENSEE'S rights under this Agreement may be the subject of any lien, levy or attachment, or acquired through execution, foreclosure, or like action or event. None of the LICENSEE'S rights or obligations under this License Agreement are assignable or transferable, with the exception of the sub-license provisions of section 2.02, without LICENSOR'S prior written consent. Written consent for any proposed assignment shall be given in good faith after receiving complete information on the proposed assignee, and

written consent shall not be unreasonably withheld, conditioned or delayed by the LICENSOR.

10.02 Breach of Agreement: Any proposed transaction, interest or action contrary to this Section 10 will be a breach of this Agreement and the proposed sale, assignment or transfer shall be deemed void.

10.03 Assignment by LICENSOR: The rights, duties and obligations of LICENSOR under this Agreement are fully assignable, in whole or in part, by LICENSOR and inure to the benefit of, and are binding upon, any assignee or legal successor of LICENSOR.

SECTION 11: Termination

11.01 Termination by LICENSEE: The LICENSEE may terminate this Agreement at any time upon thirty (30) days advance written notice to LICENSOR.

11.02 Termination For Cause: This Agreement may be terminated for default or breach by written notice from the non-defaulting party to the defaulting party, which written notice shall:

(a) reasonably identify the circumstances constituting such alleged breach or default in the obligations or performance hereunder and the manner in which such breach or default may be cured; and

(b) give the defaulting party not less than sixty (60) days within which to cure the alleged breach or default.

If the alleged breach or default is not fully remedied to the reasonable satisfaction of the non-defaulting party as of the end of such sixty (60) day period, the non-defaulting party may, among other remedies, bring an action to have the Agreement terminated. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this section determines that, strictly applied, it would be invalid or unenforceable, the time provisions allowed for remedy of any breach(es) or default(s) shall be deemed modified to the extent necessary (but only to that extent) so the provisions of this section, as modified, will be valid and enforceable.

11.03 Additional Termination Events: Without limiting the generality of the foregoing, the Agreement shall be terminable by LICENSOR immediately in the event that:

(a) LICENSEE is adjudicated bankrupt, or files a petition or pleading under any bankruptcy or insolvency laws, or if any involuntary petition is filed with respect to such party under any such laws and is not dismissed within sixty (60) days after it is filed, or a permanent or temporary receiver or trustee for all or substantially all of such party's property is appointed by any court, or any such appointment is acquiesced in, consented to, or not opposed through legal action by such party, or such party makes a general assignment for the benefit of its creditors or makes a written statement to the effect that it is unable to pay its creditors or makes a written statement to the effect that it is unable to pay its debts as they become due;

(b) any action is taken or suffered which causes the dissolution or liquidation of LICENSEE;

(c) LICENSEE is in violation of any applicable law, rule, or regulation of a governmental agency in the Territory regarding the Trademark, and permits the same to go uncorrected after sixty (60) days advance notification thereof, unless there is a bona fide dispute as to the violation of such law or regulation, and LICENSEE promptly resorts to the forum of appropriate jurisdiction to contest such violation; or,

(d) the LICENSEE initiates or files any action to invalidate LICENSOR's ownership of any of the Trademark, or otherwise challenging the validity thereof.

11.04 Sell-Off Period: On termination of this Agreement for any reason, LICENSEE shall for a period of one hundred twenty (120) days after the date of termination have the right to dispose of all inventory of Approved Products in its possession and all Approved Products in the course of manufacture at the date of termination, in each case, in accordance with the terms and conditions of this Agreement.

SECTION 12: Effect of Termination

12.01 LICENSEE's Obligations Upon Termination: LICENSEE is obligated and agrees to do the following upon termination for any reason of the Agreement:

(a) LICENSEE shall immediately refrain from use in any manner the Trademark or any name, mark or symbol that suggests an association with LICENSOR; and

(b) LICENSEE shall relinquish all interest of every kind and description in this License Agreement upon termination of the License Agreement; and

(c) LICENSEE shall receive no payment for goodwill established either prior to or during the operation of the License Agreement.

SECTION 13: Miscellaneous

13.01 Relationship of Parties: Neither party shall have nor exercise any authority, express or implied or apparent, to act on behalf of or as an agent of the other party and shall take no action which might tend to create an apparent employer-employee, agency, partnership or joint venture, relationship between LICENSOR and the LICENSEE. LICENSEE and LICENSOR agree that no fiduciary relationship exists between LICENSOR and LICENSEE. The LICENSEE is, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, its business and for all claims and demands based on damages or destruction of property or based on injury, illness or death of any person or persons, or for other reasons, directly or indirectly, arising from or in connection with the operation of its business.

13.02 Attorneys Fees: If either party substantially prevails in any action against the other based entirely or in part on the terms of this License Agreement, the prevailing party shall be entitled to seek recovery, in addition to any judgment entered in its favor, of reasonable attorneys' fees, court costs and all of its other costs and LICENSOR'S expenses in connection with the litigation.

13.03 Waiver: No failure, forbearance, neglect or delay of any kind or extent on the part of the parties in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish the parties' right to strictly enforce and take full benefit of each provision of this Agreement any time, whether at law for damages, in equity for injunctive relief

or specific performance or otherwise. No waiver by LICENSOR or LICENSEE of performance of any provision of this License Agreement shall constitute or be implied as a waiver of LICENSOR'S or LICENSEE'S right to enforce such provision at any future time.

13.04 Entire Agreement: This Agreement, together with the Settlement Agreement, constitutes the entire understanding and agreement of the parties and supersedes all prior and contemporaneous understandings and agreements of the parties, whether oral or written. No interpretation, change, waiver or cancellation of any provision hereof, and no consent or approval hereunder shall be binding upon the other party or effective unless in writing and signed by LICENSEE and an officer of LICENSOR, except that a waiver need be signed only by the party waiving.

13.05 Severability: All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior written notice of the termination of or refusal to renew this Agreement than is required hereunder or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the notice requirements hereof, or such invalid or unenforceable provision shall be modified to the greatest extent possible to be valid and enforceable.

13.06 Dispute Resolution: Except as otherwise provided in this Agreement, such as described below, any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, except for any actions brought with respect to (i) the right to indemnification or the manner in which it is exercised; (ii) any contested notice of termination of this Agreement by any party; or (iii) the Trademark, shall first be subject to one day of non-binding meaningful mediation in Lexington, Kentucky.

(a) Mediation is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to furnish the parties an

opportunity to resolve disputes amicably, expeditiously, and in a cost-effective manner on mutually acceptable terms.

(b) Either party desiring mediation shall commence mediation by contacting the other party at the address shown in section 13.09. The request shall specify with reasonable particularity the matters for which mediation is sought and propose a date for the mediation, which shall be at least five (5) business days after notice is given to the other party.

(c) Mediation shall be conducted by a mediator selected by the joint agreement of the LICENSOR and the LICENSEE.

(d) Mediation shall be concluded within twenty (20) days of the issuance of the request, or such longer period as may be agreed upon by the parties in writing ("Mediation Termination Date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. The parties shall bear their own costs of mediation, and shall share equally in the cost of the mediator and/or mediation service.

13.07 Choice of Law; Venue: This license agreement has been made and accepted in the Commonwealth of Kentucky, U.S.A. and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky. The parties agree that the Honorable Robert E. Weir, United States Magistrate Judge for the United States District Court for the Eastern District of Kentucky, shall have sole and exclusive jurisdiction over any dispute arising out of, connected with, or related to this Agreement, and the parties irrevocably consent and submit to the exclusive jurisdiction of that Court to enforce the terms of the Agreement following notice and hearing. In the event that Magistrate Judge Weir is unavailable, the Parties consent to the jurisdiction of another Judge or Magistrate Judge of the United States District Court for the Eastern District of Kentucky for these purposes. The parties agree that a party could be irreparably damaged in the event that this Agreement is not specifically enforced. Therefore, either party may seek equitable relief, including injunctive relief or a decree of specific performance in the event of a breach or threatened breach. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedies which the parties may have.

13.08 Notice: All notices to be sent under this Agreement shall be sent by national overnight courier service, signature required to the following addresses:

If to LICENSOR:

Kay Shumate
406 Houston Oaks Drive
Paris, Kentucky 40361

If to LICENSEE:

James Melhuish, Vice President
Algood Food Company, Inc.
7401 Trade Port Drive
Louisville, Kentucky 40258

With a copy to:

Christopher Smedley, Esq.
Stockwell & Smedley, PSC
861 Corporate Drive
Suite 200
Lexington, Kentucky 40503

With a copy to:

John W. Lewis, II, Esq.
Metz, Lewis, Brodman, Must,
O'Keefe, LLC
11 Stanwix Street
18th Floor
Pittsburgh, PA 15222

Ms. Paige Shumate Short
4440 Lexington Road
Paris, Kentucky 40361

Mr. Cliff Shumate
2022 Alverson Drive
P.O. Box 88
Paris, Kentucky 40362-0088

13.09 Public Announcements: Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party.

13.10 No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

SECTION 14: Confidentiality

14.01 Party Obligation: Each party agrees:

(a) not to disclose or otherwise make available to any third party any of the other party's Confidential Information without the prior written consent of the other party, provided, however, that a party may disclose such Confidential Information to its officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure restrictions at least as restrictive as those set forth in this Section 14;

(b) to use the Confidential Information only as permitted under this Agreement; and

(c) to immediately notify the other party in the event it becomes aware of any disclosure of the other party's Confidential Information.

SECTION 15: Further Assurances

15.01 Further Assurances: Each party shall, upon the request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

SECTION 16: Execution in Counterparts

16.01 Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

In witness whereof, LICENSOR and LICENSEE have executed this Agreement as of the day and year first written above.

LICENSOR:

LICENSEE:

ALGOOD FOOD COMPANY

Kay Shumate



By: James Melhuish, Vice
President

In witness whereof, LICENSOR and LICENSEE have executed this Agreement as of the day and year first written above.

LICENSOR:

LICENSEE:

ALGOOD FOOD COMPANY



Kay Shumate

By: James Melhuish, Vice
President