

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vinternational Imports, Ltd.		07/15/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	The Kroger Co.		
Street Address:	1014 Vine Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202-1100		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4239062	SAVE A LIFE POUR IT FORWARD	
Registration Number:	4195965	SAVE A LIFE POUR IT FORWARD THE LOYAL CO	
Serial Number:	86425432		
CORRESPONDENCE DATA			
Fax Number:	7206845375		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(720) 684-5375		
Email:	jrosenblum@holzeriplaw.com		
Correspondent Name:	Judith Rosenblum, Esq.		
Address Line 1:	216 16th St., #1350		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	246007UST		
NAME OF SUBMITTER:	Judith Rosenblum, Attorney of Record CO		
SIGNATURE:	/jkrosenblum/		
DATE SIGNED:	10/16/2014		
Total Attachments: 4			
source=2014.07.15.Received SIGNED TRADEMARK LICENSE AGREEMENT.KROGER#page1.tif			
source=2014.07.15.Received SIGNED TRADEMARK LICENSE AGREEMENT.KROGER#page2.tif			
source=2014.07.15.Received SIGNED TRADEMARK LICENSE AGREEMENT.KROGER#page3.tif			

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is effective as of October 1, 2013 regardless of the date executed, between Vinternational Imports, Ltd., a Colorado corporation, whose principal place of business is located at 6364 E. Dorado Circle, Greenwood Village, CO 80111 (hereafter "Licensor") and The Kroger Co., an Ohio corporation, whose principal place of business is located at 1014 Vine St., Cincinnati, OH 45202-1100 (hereafter "Licensee").

RECITALS

A. Licensor is the owner of the U.S. federally registered trademark(s) SAVE A LIFE POUR IT FORWARD THE LOYAL COMPANION (& design) U.S. Registration 4,195,965 and SAVE A LIFE POUR IT FORWARD (& design) U.S. Reg. 4,239,062 and claims common law ownership of the mark POUR IT FORWARD (the "Marks"), all in connection with the following goods and services: (1) charitable fundraising services by means of selling goods to raise funds for local animal shelters, animal rescue organization, canine assistance companions, and animal health and welfare research; (2) charitable fundraising services, namely, by providing individuals with the information and opportunity to make monetary donations to their favorite charity and (3) wines. Should Licensor utilize the Marks in connection with other products or services, the parties may expand this Agreement to include such products and/or services by an Exhibit to this Agreement, and all other terms and conditions shall remain in effect.

B. Licensee wishes to utilize the phrase POUR IT FORWARD in connection with charitable services, namely assisting those in need to obtain fresh milk through a campaign to encourage the public to purchase milk vouchers at checkout in Licensee's Kroger stores and donating/distributing fresh milk to others through collaborations with nonprofit food banks throughout the United States located in the Kroger market running such a campaign (the "Milk Program"). Licensor is willing to grant a license to Licensee to utilize the phrase POUR IT FORWARD throughout the U.S. in connection with advertising and promoting the Milk Program.

NOW THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

AGREEMENT

1. **Ownership.** To the best of its knowledge, information and belief, Licensor believes it is the owner of the Marks as utilized in connection with Licensor's above-mentioned goods and services in the United States.

2. **License.** Effective as of October 1, 2013 and for a period of three (3) years thereafter (subject to renewal on the terms described herein), and subject to the terms of this Agreement, Licensor grants to Licensee an exclusive license throughout the United States (a) to use the phrase POUR IT FORWARD solely in connection with the nonprofit purpose of encouraging the public to purchase milk vouchers in Kroger stores and distributing milk to the public in need as part of the Milk Program, and (b) to use the phrase POUR IT FORWARD in connection with any associated, directly-related, advertising, marketing and promotional literature used in interstate commerce in connection with the Milk Program. The phrase shall be used in any form and format that is not detrimental to Licensor.

3. **License fee.** Licensee shall pay Licensor twenty-five hundred dollars (\$2,500) as and for a license fee each year that this license is in effect. The first annual payment shall be made upon execution of this Agreement and subsequent payments shall be made on October 1 of each year. Payments shall be made to Licensor at the address detailed in this Agreement or as may be amended from time to time by Licensor.

4. **Extent of License.** Licensee will not do anything inconsistent with Licensor's ownership of the Marks, and no sublicenses shall be permitted. Nothing contained in this Agreement shall give Licensee any right, title, or interest in and to the Marks, other than the right to use the phrase POUR IT FORWARD in accordance with this Agreement. Further, this Agreement does not alter or in any way reduce Licensor's right to utilize the Marks or issue licenses to use the Marks whatsoever, except that Licensor will not authorize a third party to use POUR IT FORWARD in connection with milk.

5. **Right of Inspection.** Licensee will provide Licensor with advance copies of any and all advertising or other use of the phrase POUR IT FORWARD in any form or format. To effect this inspection, Licensee will provide Licensor with samples of advertisements and/or any other use as requested. If, after reviewing Licensee's use, Licensor reasonably determines that POUR IT FORWARD is not being used in accordance with the terms of this Agreement, the Licensor shall, within ten (10) business days, so advise Licensee, stating with specificity the problem(s) observed by Licensor and any required changes. Licensor's failure to advise Licensee of any problems within ten (10) business days shall cause the proposed use to be deemed to be in accordance with the terms of this Agreement.

6. **Alterations.** Licensee shall use its best efforts to comply with all reasonable changes to use of the licensed phrase POUR IT FORWARD as requested by Licensor. If Licensor's requested changes require Licensee to reprint publications, Licensee shall have the option of distributing all non-detrimental publications already printed before reprinting the publications with Licensor's changes. If changes require Licensee to alter use of the phrase, such changes will be made, with Licensor's assistance, but at Licensee's sole cost and expense, within twenty (20) days of receiving notice of the problems.

7. **Format of the Marks.** Licensee may, in its discretion, use the phrase POUR IT FORWARD in any non-detrimental format as permitted in this Agreement and subject to Paragraphs 4 and 5 above. In at least one reference of the phrase POUR IT FORWARD on each individual use (whether in a document, or a page of a website, or other form or format) utilized by Licensee, the phrase shall be designated by the symbol "SM" for services, where not yet registered with the U.S. Patent and Trademark Office and by the symbol "®" where registered with the U.S. Patent and Trademark Office. Licensor will advise Licensee of any registrations as they are obtained.

8. **Duration and Termination.** This Agreement and the license provided herein shall continue for three years from its effective date provided that Licensor and Licensee may mutually agree to additional one (1) year extensions of the term hereof by a written amendment to this Agreement agreed upon by both parties; provided, however,

- a) Licensee is not required to use the phrase POUR IT FORWARD;
- b) if one party breaches this Agreement or license provided herein, the non-breaching party may, at its option, provide the breaching party with notice immediately and automatically terminate this Agreement; or

- c) if Licensee has abandoned use of phrase POUR IT FORWARD for more than one hundred eighty (180) days, either Licensor or Licensee may terminate this Agreement upon thirty (30) days written notice to the other; or
- d) if Licensor intends to abandon all use of all Marks, it shall inform Licensee, and Licensee shall have the right to request to purchase such Mark(s) and the federal trademark registrations therefor from Licensor upon terms that are mutually agreed to by the parties to the purchase transaction.

9. **Limitation on Liability.** In the unlikely event of suit brought by a third party who is not a party to this Agreement against Licensee based on use of the phrase POUR IT FORWARD, Licensor's sole responsibility to Licensee with respect to such a suit will be limited to providing Licensee with evidence of ownership of its U.S. federal trademark registrations, if any. **ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. FURTHER, LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER, INCLUDING ATTORNEYS FEES AND COSTS. IF THIS AGREEMENT IS RULED UPON IN A JURISDICTION THAT DOES NOT ACCEPT SUCH LIMITATIONS ON LIABILITY, LICENSOR'S LIABILITY, IN FULL, SHALL NOT EXCEED \$100, INCLUDING ATTORNEYS' FEES AND COSTS.**

10. **Binding Effect/Assignment.** This Agreement shall be binding upon and inure to the benefit of subsidiaries, affiliates, successors, heirs, and assigns of the parties hereto. Licensor shall be permitted to transfer this license freely, however, Licensee shall not be permitted to assign or otherwise transfer this Agreement or the license contained herein without Licensor's prior written authorization. A transfer of primarily all of the assets or stock of Licensee shall require Licensor's written authorization to continue this Agreement.

11. **Modifications in Writing.** No modifications to this Agreement shall be valid unless made in writing and executed by both parties.

12. **Notices.** All notices required under this Agreement shall be in writing. Notices will be deemed given when delivered personally or five days after having been sent by first class mail to the addresses stated above or to such other address as may be requested by the parties from time to time.

13. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions. In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the parties shall endeavor to modify that clause in a manner that gives effect to the intent of the parties in entering into the Agreement.

14. **Relationship of Parties.** Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or employment relationship between the parties.

15. **Applicable Law.** This Agreement shall be interpreted and enforced according to the laws of Colorado, except where U.S. federal law applies.

16. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings whether written or oral.

17. **Waiver.** Any waiver of a particular breach of this Agreement by a party shall not operate as a waiver to any other breach of this Agreement by that party.

18. **Captions for Convenience.** All captions used in this Agreement are for convenience only and shall have no meaning in the interpretation or effect of this Agreement.


19. **Corporate Authority.** The individuals executing this Agreement on behalf of their respective parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate corporate authority to enter into this Agreement on behalf of the corporation for which they sign below.

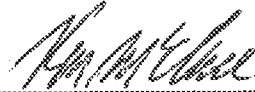
20. **Survival.** The terms of Paragraphs 8-20 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed to be effective as of the date and Year first written above.

VINTERNATIONAL IMPORTS, LTD.

THE KROGER CO.





BY: William Foss

BY: KENNETH MCCLURE

Title: President

Title: CONSUMER COMMUNICATIONS MANAGER

Address for Notices:

Address for Notices:

6364 E. Dorado Circle
Greenwood Village, CO 80111

Attn: Legal Dept.
1014 Vine St.
Cincinnati, OH 45202-1100