

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514771

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>RESUBMIT DOCUMENT ID:</b>	900487990

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dolcas Biotech, LLC		03/01/2019	Limited Liability Company: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Arjuna Natural, Ltd
<b>Street Address:</b>	Bank Road
<b>City:</b>	Aluva, Kerala 683101
<b>State/Country:</b>	INDIA
<b>Entity Type:</b>	Company: INDIA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3221182	BCM-95
<b>Registration Number:</b>	3968182	BCM- 95 ( BIO CURCUMIN)
<b>Registration Number:</b>	5311432	BCM-95 NEXT GEN
<b>Registration Number:</b>	5366069	BCM-95 THINK BETTER
<b>Registration Number:</b>	3478585	BIO CURCUMA
<b>Registration Number:</b>	3278319	BIO-CURCUMAX
<b>Registration Number:</b>	3221204	BIO-CURCUMIN
<b>Registration Number:</b>	5638646	BIOCURCUVAN
<b>Registration Number:</b>	3248798	BOSPURE
<b>Registration Number:</b>	3839602	BOSPURE-SOL
<b>Registration Number:</b>	3310423	AMLAMAX

**CORRESPONDENCE DATA**

Fax Number: 5164311127

*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.*

Phone: 516-431-1177

Email: office@galganoiplaw.com

Correspondent Name: GALGANO IP LAW PLLC

Address Line 1: 20 W. Park Avenue, Suite 204

TRADEMARK

<b>Address Line 4:</b>	Long Beach, NEW YORK 11561
<b>ATTORNEY DOCKET NUMBER:</b>	13735-121
<b>NAME OF SUBMITTER:</b>	Carolyn A. Galgano
<b>SIGNATURE:</b>	/Carolyn A. Galgano/
<b>DATE SIGNED:</b>	03/18/2019
<b>Total Attachments: 8</b> source=EXECUTED Corrected license agreement#page1.tif source=EXECUTED Corrected license agreement#page2.tif source=EXECUTED Corrected license agreement#page3.tif source=EXECUTED Corrected license agreement#page4.tif source=EXECUTED Corrected license agreement#page5.tif source=EXECUTED Corrected license agreement#page6.tif source=EXECUTED Corrected license agreement#page7.tif source=EXECUTED Corrected license agreement#page8.tif	

**EXCLUSIVE WORLDWIDE TRADEMARK LICENSE AGREEMENT  
(CORRECTED)**

THIS EXCLUSIVE WORLDWIDE TRADEMARK LICENSE AGREEMENT (the "Agreement"), is made and entered into this March 1, 2019 (the "Effective Date"), by and between Dolcas Biotech, LLC, a New Jersey Limited Liability Company having its principal office at 9 Lenel Road, Landing, NJ 07850, USA, ("Licensor" or "Dolcas") and Arjuna Natural, Ltd, a company organized under the laws of India having its principal office at Bank Road, Aluva, Kerala 683101, India ("Licensee" or "Arjuna").

WHEREAS, Licensor is the owner of certain trademarks, including without limitation, the trademarks set forth in this Agreement (collectively, the "Marks") and the exclusive right to use thereof;

WHEREAS, in connection with settling various disputes between Licensor and Licensee pursuant to a Settlement Agreement to be executed contemporaneously herewith and which is incorporated herein by reference (the "Settlement Agreement"), Licensor shall exclusively license the following Marks to Licensee: BCM-95, Bio-Curcumin, Bio-Curcumax, Amlamax, BosPure, Bospure-Sol, TRILOW and Herbagut (in Australia), BCM-95 Next Gen, BCM-95 Think Better, Bio Curcuma; BCM-95 (Biocurcumin), and Biocurcuvan (the "Licensed Marks") on the terms and conditions set forth in this Agreement;

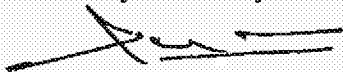
WHEREAS, after expiration of the five (5) year term of this Agreement and Licensor's receipt of the Royalties (as defined below) to be paid by Licensee under this Agreement, the Licensed Marks shall hereby be assigned to Licensee;

WHEREAS, Licensee recognizes that the valuable reputation and goodwill attaching to the Marks is dependent for their preservation on the high quality standards prescribed and established by the Licensor and, accordingly, Licensee is willing to comply with expectations of quality and to cooperate with Licensor in preserving the reputation and goodwill attaching to the Marks;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

**1. License**

Licensor hereby grants to Licensee an exclusive worldwide license to the Licensed Marks for use in connection with the development, marketing, sale, and distribution of nutritional supplement products as set forth in this Agreement (the "License"). For clarity, Licensor and its Affiliates do not retain any right to use the Licensed Marks as of the Effective Date of this Agreement. Licensee shall have the right to sublicense the License granted hereunder to its Affiliates and to customers who purchase Royalty Products (as defined in the Settlement Agreement) from Licensee or its Affiliates for use in connection with re-sale of those Royalty Products to customers/consumers. As used in this Section 1, the term "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with Licensee, with



control meaning the ability to direct the activities of such entity, and Affiliates shall include, without limitation, Arjuna Natural (USA), LLC. Notwithstanding the License granted above, Licensor may: (i) state that it formerly sold products under the Licensed Marks; and (ii) state until the Licensed Marks are assigned to Licensee as provided herein that it is the owner of the Licensed Marks and that they are exclusively licensed to Licensee.

Dolcas will not seek to register or use any Marks that contain(s): BCM-95, Bio-Curcumin, Bio-Curcumax, Amlamax, BosPure, Bospure-Sol, TRILOW, Herbagut, BCM-95 Next Gen, BCM-95 Think Better, Bio Curcuma, BCM-95 (Biocurcumin), Biocurcuvan, "BCM," or "Bio-Curcum . . .", in combination with any numbers or words, with or without spaces or dashes. Except as provided above, Dolcas may use or register any other trademarks; provided, however, that if Arjuna believes that Dolcas' use or registration of any other trademarks not listed above violates trademark laws, Arjuna shall have such rights as are allowed under applicable trademark laws, but such use or registration by Dolcas shall not be a valid basis under applicable trademark law or contract law for Arjuna to cease payments of Royalties during the Dispute Period. Arjuna's payments during the Dispute Period are without waiver to its position that such payments are not due and owing, and Arjuna may seek to recoup those payments upon receipt of a favorable decision by a court of competent jurisdiction. The "Dispute Period" means the time period commencing on the date that any such use or registration was challenged to the date of any final decision by a court of competent jurisdiction resolving the challenge in favor of Arjuna. Attached to this Agreement as Exhibit A is a list of trademarks Licensor owns or has applied for that Licensor believes are similar to the Licensed Marks.

## 2. License Term and Assignment of Marks

This Agreement and the License granted hereunder shall commence on the Effective Date and, unless earlier terminated in accordance with Section 7 of this Agreement, shall continue for five (5) years from the Effective Date (the "Term"). The Effective Date of this Agreement is the date upon which the Agreement is fully executed, i.e., the date on which the last required signatory executes this Agreement. Upon expiration of the five (5) year Term and upon receipt by Licensor of all Royalties owed by Licensee under this Agreement, the Licensed Marks shall be deemed assigned in whole to Licensee at Licensee's expense, with no further payments or Royalties owed by Licensee. Licensor shall execute all documentation reasonably necessary to effect such assignment, and shall record such assignment(s) in the U.S. Patent and Trademark Office and other Trademark Offices worldwide within ten business days of receipt by Licensor of all Royalties owed by Licensee under this Agreement. Licensor shall file this Agreement in the U.S. Patent and Trademark Office within ten business days of the Effective Date of this Agreement and will work diligently to complete recordation in foreign Trademark Offices.

## 3. Royalties

As compensation for the rights and License granted by Licensor to Licensee hereunder, Licensee (or its Affiliate Arjuna Natural USA, LLC) shall pay the following Royalties to Licensor for Royalty Products, as defined in the Settlement Agreement and as listed in Appendix A thereto,



sold by Licensee or its Affiliates to Third Parties, within thirty (30) days after the end of each calendar quarter during the Term:

- (i) \$5.40 U.S. Dollars per kilogram or fraction thereof of global sales of EBC Royalty Products, as defined in the Settlement Agreement, during each calendar quarter of the Term;
- (ii) \$2.50 U.S. Dollars per kilogram or fraction thereof of United States sales of Boswellia Serrata Royalty Products, as defined in the Settlement Agreement, during each calendar quarter of the Term; and
- (iii) \$2.00 U.S. Dollars per kilogram or fraction thereof of global sales of Amla Royalty Products, as defined in the Settlement Agreement, during each calendar quarter of the Term;

Other than the Royalties set forth in this Section 3 for the Products listed in Sections 3(i), 3(ii), and 3(iii), Licensee shall owe no other sales commissions and/or royalties to Licensor for any other products. Royalty payments under this Section 3 shall be accompanied by a Royalties report setting forth a true, correct, and complete description of the categories of Products sold corresponding to the Item Names in Appendix A to the Settlement Agreement and quantities of Products for each Item Name sold each calendar quarter ("Royalties Reports"). Licensor shall issue and provide Licensee an invoice reflecting the amount of the Royalty payment based on the Royalties report. Licensee's sales of any products to GP Purchasing Services BV ("GreenPower"), its Affiliates or contract manufacturers, are excluded from Licensee's Royalty payment obligations under this Section 3 provided that GreenPower will not be used directly or indirectly for sales to Licensee's Affiliates or Licensee's customers.

Arjuna covenants and agrees that Arjuna shall be the entity that will make all sales of Product(s) to Third Parties or Affiliates, as the term Products is defined in the Settlement Agreement. Internal sales or transfers between Arjuna and any of its Affiliates are deemed sales subject to Royalty payments. Royalties are only due and owing by Arjuna on first sales, and not on down the line/secondary sales. For illustration purposes, if Arjuna makes an internal or transfer sale of Product(s) to Arjuna Natural LLC, USA ("Arjuna USA"), such sale is subject to Royalty. Further, if Arjuna makes a sale of Product(s) to a Third Party, such sale is subject to Royalty. However, if Arjuna USA makes a sale to a Third Party using Product previously sold to it by Arjuna on which Royalty is paid, such sale is not subject to Royalty because the sale from Arjuna to Arjuna USA was previously subject to Royalty.

#### 4. Audit Rights

Once each calendar year after the Effective Date, Licensor shall have the right to audit Arjuna Natural, Ltd's books and records to confirm the accuracy of Royalty payments and Royalties Reports using KPMG or PriceWaterhouseCoopers or any other audit or accounting entity mutually selected by Licensor and Licensee. The auditor shall also be entitled to audit documents sufficient to confirm the identity of all direct or indirect Affiliates of Arjuna. The costs of the Audit shall be borne by Licensor. Licensee shall maintain all relevant records relating to sales or



distribution of the Products for which Royalties are owed during the Term. The information shall remain confidential and the audit report to Licensor should contain information on: (i) quantity of the Products sold by the Items Names set forth in Appendix A to the Settlement Agreement; and (ii) the names of all direct or indirect Affiliates of Arjuna only, i.e., information regarding customer names and contact information can be redacted or otherwise withheld. A copy of the audit report shall be provided to Arjuna.

In the event the audit reveals a discrepancy or inaccuracy in the Royalty payments or Royalty Reports provided by Licensee, Licensor shall provide prompt written notice thereof to Licensee along with a written report setting forth the findings of the audit. Licensee and Licensor shall have thirty (30) calendar days after receipt of that notice by Licensee to mediate any dispute between them relating to the results of the audit. If within such thirty (30) calendar day period Licensor and Licensee cannot resolve their dispute, Licensor may notify Licensee for default as provided in Section 7 of this Agreement.

#### 5. Trademarks

(a) Licensee hereby acknowledges Licensor's right, title and interest in and to the Licensed Marks for the five (5) year duration of this Agreement.

(b) Licensee shall reimburse Licensor for all reasonable out-of-pocket costs and expenses incurred by Licensor in connection with the maintenance of the Licensed Marks with the worldwide Trademark Offices. Licensor shall send invoices to Licensee for all expenses incurred supported with actual invoices received by Licensor.

#### 6. Infringement

During the term of this Agreement, Licensee shall notify Licensor promptly of any infringement claim or issue relating to the Licensed Marks of which Licensee becomes aware. Licensor shall have the sole right and option in its discretion and business judgment, at its expense, to prosecute or defend any action on account of any infringement claim or issue, and Licensee shall cooperate with Licensor, as Licensor may request and at Licensor's expense. Licensor shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought or defended by Licensor. In connection with any settlement by Licensor of any such action during the term of this Agreement, Licensor may not grant any rights to the Licensed Marks to any person or entity not a party to this Agreement except with the prior written consent of Licensee. If Licensor does not undertake to prosecute or defend such an action relating to an infringement claim or issue within thirty (30) calendar days after learning of such claim or issue, Licensee may prosecute the same at its discretion and at its expense. In the event that any damages, settlement and/or compensation are paid in connection with any such action by Licensee, Licensee shall retain any and all damages, settlement and/or compensation paid in connection with any such action. In any such action, Licensee may not grant any rights to the Licensed Marks to any person or entity not a party to this Agreement except with the prior written consent of Licensor.



## 7. Termination

(a) Licensor shall have the right to terminate this Agreement if Licensee defaults in the performance of its obligations to Licensor as set forth in Sections 1, 3, 4 or 6 of this Agreement, and such default is not remedied within thirty (30) calendar days after Licensee's receipt of written notice from Licensor specifying the default, during which thirty (30) calendar day period Licensor and Licensee shall attempt in good faith to mediate and resolve the default prior to any termination. If the default is not cured or resolved in such thirty (30) calendar day period, Licensor may seek damages for the violation(s) without terminating this Agreement or deliver to Licensee a written notice of immediate termination of this Agreement; provided, however, termination shall not be effective and all obligations of the Parties shall remain in place until Licensor has received a favorable decision by a court of competent jurisdiction.

(b) Licensee shall have the right to terminate this Agreement if Licensor fails to undertake any of its affirmative obligations under this Agreement, or performs any act in violation of its obligations under this Agreement. Licensee is required to provide written notice to Licensor of the specific act(s) or omission(s) believed to constitute a violation of this Agreement, and Licensor and Licensee shall attempt in good faith to mediate and resolve the disputed issues prior to any termination. If the default is not cured or resolved in thirty (30) calendar days, Licensee may either seek damages for the violation(s) without terminating this Agreement or deliver to Licensor a written notice of immediate termination of this Agreement; provided, however, termination shall not be effective and all obligations of the Parties shall remain in place until Licensee has received a favorable decision by a court of competent jurisdiction.

(c) In the event this Agreement is terminated by Licensor under Section 7(a) of this Agreement, Licensor may rely on clinical studies and Licensor may amend the Generally Accepted as Safe (GRAS) certification for the new manufacturing process safety studies.

## 8. Effects of and Procedure on Termination

Upon any termination of this Agreement prior to expiration of the five (5) year expiration of its Term, all rights of Licensee under the License granted hereunder shall terminate and automatically revert to Licensor and Licensee shall discontinue the use of the Marks and thereafter shall no longer use or have the right to use (or acquire) the Marks.

## 9. Assignment of Rights

Neither this Agreement nor all or any portion of the rights licensed to Licensee herein shall be assigned by Licensee (whether by change of control, operation of law, or otherwise) without the prior written consent of Licensor except for the rights to sublicense under Section 1 of this Agreement. Licensor shall not assign, transfer or convey the Licensed Marks or Licensor's obligations under this Agreement to any Third Party during the Term of this Agreement. Either Party may assign this Agreement without the prior written consent of the other Party to an Affiliate or in connection with a merger, reorganization, change of control or sale of all or substantially all of the assets or applicable business of such Party, in each case, on written notice to the other Party,

provided that the successor Person agrees in writing to adhere to all of the terms and conditions of this Agreement.

#### 10. Entire Agreement

This Agreement, along with the Settlement Agreement executed contemporaneously herewith, constitutes the entire understanding of the parties hereto concerning the subject matter hereof. This Agreement cannot be modified or amended except by a writing signed by the parties hereto.

#### 11. Successors

The rights and obligations of the parties hereto shall inure to the benefit of, and be binding and enforceable upon, the valid successors and assigns of the respective parties.

#### 12. Notices

Any notice, request or other communication to any party by any other party as provided for herein shall be given in writing and shall be deemed given on the earlier of the date (i) actually received and acknowledged, (ii) three (3) days after mailing by certified or registered mail, return receipt requested, postage prepaid, or (iii) immediately following its delivery electronically or by, any overnight carrier or transmission via facsimile, in each case addressed to the intended recipient at its address (or facsimile transmission number) set forth herein. The places to which notices are to be given hereunder may be changed from time to time by written notice to all other parties as aforesaid.

#### 13. Governing Law; Jurisdiction, and Venue

This Agreement shall be governed by, and interpreted under, the laws of the State of New Jersey applicable to contracts made and to be performed therein, without giving effect to the principles of conflicts of law. Except in respect to an action commenced by a Third Party in another jurisdiction, the parties hereto hereby agree that any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in a federal court in the State of New Jersey, assuming that such federal court has jurisdiction, and the parties hereto hereby submit to the jurisdiction of any such court and waive any objection to the laying of venue in, or the inconvenience of, such forum.

#### 14. Waiver

No waiver by any party of any breach of any provision hereof shall constitute a waiver of any other breach of that or any other provision hereof. The provisions of this Section shall survive any termination of this Agreement.





**15. Attorneys' Fees**

In any action between the parties to enforce any of the terms of this Agreement, the each party shall bear its own costs and attorneys' fees.

LICENSOR

By: 

Title: CEO March 17<sup>th</sup> 2019

LICENSEE

By: 

Title: Managing Director

**EXHIBIT A**  
**TO EXCLUSIVE WORLDWIDE LICENSE AGREEMENT**

BCM-95  
BCM-95 (BIO-CURCUMIN) (& Design)  
BCM-95 NEXT GEN  
BCM-95 THINK BETTER  
BIO CURCUMA  
BIO-CURCUMAX  
BIO-CURCUMIN  
BIOCURCUVAN  
BOSPURE  
BOSPURE SOL  
AMLAMAX  
TRILOW  
HERBAGUT

