

TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made this 29th day of JANUARY, 2009 by and between American Institute of Baking (AIB), hereinafter referred to as "Licensor"; and Fruit Fillings, Inc., hereinafter referred to as "Licensee".
(company name)

WHEREAS, Licensor is the owner of the trademark described on the attached Exhibit A for the "Mark"; and

WHEREAS, the parties hereto desire the Licensee to use the "Mark" in connection with its business, on the terms and conditions hereinafter set forth;

WHEREAS, licensee has received from AIB International, Inc. an "excellent" or "superior" GMP audited facility rating;

NOW, THEREFORE in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. **License.** Licensor hereby grants Licensee, the nonexclusive right to use the "Mark" in connection with its business, in the manner hereinafter described:
 - a. Licensee agrees to use the "Mark" in its corporate literature, marketing and promotional materials, and on Licensee's website, to display the fact it has received an AIB GMP audited facility "excellent" or "superior" rating.
 - b. The trademark shall not be used on any products (including test certificates, reports and drawings) or in any way that may be interpreted as denoting product conformity. The logo shall not be placed on any form of packaging, including printed packaging and labels.
2. **Marks.** Licensee agrees to comply with any requirements established by Licensor concerning the style, design, display and use of the "Mark"; to correctly use the trademark symbol ™ or registration symbol ® with every use of the "Mark", and to submit in advance of its use all advertising copy or website application.

The colors of the logo are Pantone 201 (red), Pantone 429 (grey) and solid black. The logo may also be printed in black and white.

The AIB logo should be depicted in a neutral space clearly separated from your company logo and in no manner suggesting or implying an endorsement of your company by AIB.
3. **Control.** When requested, Licensee agrees to send samples of advertising and promotional materials and any other documents which may permit Licensor to determine whether the usage of the trademark meets the standards, specifications and directions approved by Licensor.
4. **Ownership.** Licensee agrees that ownership of the "Mark" and the goodwill relating thereto shall remain vested in Licensor both during the period of the Agreement and thereafter, and Licensee further agrees never to challenge, contest or question the validity of Licensor's ownership of the "Mark" or any registrations thereof by Licensor.
5. **Policing of Mark.** Licensee agrees to inform Licensor of the use of any marks similar to the "Mark" and any potential infringements of Licensor's "Mark" which come to its attention.

6. **Litigation.** Licensor warrants that it is the sole owner of all rights in the Mark and that this Agreement and the rights licensed herein do not violate any other party's rights or interests. In the event Licensee is named as a defendant in any action based on its use of the Mark, Licensee agrees to immediately notify Licensor. Licensor agrees that Licensee shall have no liability, and Licensor will indemnify, defend, and hold Licensee harmless against any and all damages, liabilities, reasonable attorneys' fees or costs incurred by Licensee in defending against any third-party claims or threats of claims under trademark or unfair competition or deceptive trade practices acts arising from Licensor's breach of this warranty. Licensee may appear through counsel of its own choosing.
7. **Indemnification.** Licensee agrees that Licensor shall have no liability, and Licensee will indemnify, defend, and hold Licensor harmless against any and all damages, liabilities, attorneys' fees or costs incurred by Licensor in defending against any third-party claims or threats of claims arising from the business or products of Licensee, or Licensee's non-compliant use of the Marks. Licensor may, at its own expense, appear through counsel of its own choosing.
8. **Term.** This Agreement shall continue in operation unless terminated by either party upon giving thirty days prior written notice to the other.
9. **Consideration.** The parties state that right to display the AIB logo, denoting membership in the American Institute of Baking, is a right of membership, and no additional consideration shall be required.
10. **Sublicensing.** Licensee may not sublicense any of the rights granted herein.
11. **Assignment.** This Agreement is not assignable by Licensee without the prior written consent of Licensor. This Agreement will inure to the benefit of the Licensor, its successors and assigns.
12. **Choice of Law.** This Agreement shall be interpreted under the laws of the State of Kansas.
13. **Waiver.** The waiver by either Party of a breach of provision of this Agreement shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.
14. **Severability.** The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall continue to remain in full force and effect.
15. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License shall be binding upon and shall inure to benefit of the parties and their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representatives on the date set forth above.

AMERICAN INSTITUTE OF BAKING

Paul E. Klover
By: Paul E. Klover
Vice-President

2/15/09
date

LICENSOR

Everett Norcross
By: PRINT Name

[Signature]
Signature

Vice President, Fruit Fillings, Inc
PRINT Title:

LICENSEE