

**NATIONAL BIODIESEL BOARD  
NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT  
WITH FOR-PROFIT NON-MEMBER**

The National Biodiesel Board (“NBB”), an Iowa nonprofit corporation having a principal place of business at 3337A Emerald Lane, P.O. Box 104898, Jefferson City, MO 65110-4898, (“Licensor”); and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ having a principal place of business at \_\_\_\_\_, (“Licensee”) hereby agree as follows:

1. NBB is Owner of Biodiesel Cloud Logo. Licensor is the holder of a United States trademark registration, Reg. No. 2,007,328, for the “Biodiesel Cloud Logo” hereinafter “Trademark.” Licensor will during the entire term of this Agreement retain ownership of Trademark.

2. Licensee is For-Profit Non-Member. Licensee is a for-profit entity. Licensee is not a member of the National Biodiesel Board. Nevertheless, Licensee desires to obtain license rights to promote, market, or sell biodiesel using Licensor's Trademark during the term of this Agreement.

3. Standard for Biodiesel. Licensee agrees that all biodiesel it promotes, markets, or sells during the term of this Agreement shall comply with ASTM Standard D-6751 or any legal successor thereto.

4. EPA Registration. Licensee hereby warrants that all biodiesel it promotes, markets, or sells during the term of this Agreement is registered with the United States Environmental Protection Agency as a fuel or fuel additive as required by The Clean Air Act Part 211(b) and by 40 CFR Part 79.

5. Standard for Blended Biodiesel. Licensee agrees that if used to identify, promote, market, or sell biodiesel blends, Trademark shall be used only in connection with blends having a minimum of no less than two percent (2%) by volume biodiesel blended by volume with diesel fuel that meets ASTM Standard D975 or any successor thereto. Licensee further agrees that, during the term of this agreement, it will clearly disclose to the public the percentage of biodiesel blended into all biodiesel blends which it promotes, markets, or sells.

6. Grant. Licensor grants to Licensee the non-exclusive right to use Licensor's Trademark to promote, market or sell Licensee's biodiesel for the term, for the fee, and under the conditions specified herein.

7. Restrictions.

- a. This license is non-exclusive.
- b. This license is restricted geographically to the United States of America and Canada.
- c. Licensee agrees that during the term of this Agreement it will promote, market, or sell no biodiesel via the use of deceptive, misleading, or fraudulent marketing practices.
- d. Licensee will in all of its uses indicate clearly that Trademark is Registered with the U.S. Patent and Trademark Office by using the “Circle R” designation.
- e. Licensee will submit upon Licensor's request one exemplar of each current use of Licensor's Trademark, together with a description of its use.
- f. Licensor has the right at its own expense to inspect and test all biodiesel in connection with which Trademark is used, to ensure its required quality. To this end, Licensee will provide samples upon Licensor's reasonable request.
- g. Advertising. Specifically, all packages, labels, designs, descriptive material, and advertising of every type in connection with the promotion, marketing, or sale of biodiesel developed by Licensee and utilizing the Trademark shall be subject to Licensor's prior approval. Insofar as possible, standard programs will be established for advertising, promotional work, and related matters and shall be handled in accordance with approved programs that need not be repeatedly submitted to Licensor for prior approval. In any event, all advertising copy utilizing the Trademark must be approved by Licensor before dissemination to the public.
- h. Marketing Report. Licensee will, upon request of Licensor, submit to Licensor during the term of this agreement reports of all its uses of the Biodiesel Cloud Logo, including its use on signage, on motor vehicles, at retail locations, in print and electronic media, and any other applications, on a form to be provided by Licensor. All information submitted in this Report shall be kept confidential by Licensor and can be employed by Licensor only if aggregated with other data so that identity of Licensee is not disclosed.

8. Royalties. Licensee shall pay Licensor an advance royalty of \$5,000 for the two-year period of this Agreement, receipt of which is hereby acknowledged.

9. Assignment Prohibited. Licensee shall make no assignment of any right to use Licensor's Trademark pursuant to this Agreement.

10. Term. Except as provided herein, this Agreement shall continue in full force and effect for two years from the date hereof, expiring the \_\_\_ day of \_\_\_\_\_ 200\_, unless sooner terminated as specified in Clause 13 herein.

11. Indemnification. Licensee agrees to defend Licensor against any proceeding instituted by any third party against Licensor arising out of any of Licensee's activities, obligations, representations or warranties under this Agreement, and to indemnify Licensor against any costs or damages that may be imposed on Licensor as a result of any such proceeding. Licensor agrees to defend Licensee against any proceeding instituted by any third party against Licensee arising out of any of Licensor's activities, obligations, representations or warranties under this Agreement, and to indemnify Licensee against any costs or damages that may be imposed on Licensee as a result of any such proceeding.

12. Trademark Infringements. Licensor shall at its own expense challenge all unauthorized uses or infringements on Trademark, and Licensor shall prosecute any person or firm who unlawfully uses or attempts to use Trademark. Licensor shall also diligently oppose or seek to cancel registrations or applications for registration of Trademarks that infringe on Trademark. Licensee agrees to assist Licensor in the prosecution of lawsuits by providing such evidence and expert assistance as Licensee may have within its control and, to the extent permitted by law, Licensee shall have the right to intervene at its own expense in any legal proceeding affecting the rights acquired by Licensee under this Agreement.

13. Termination. If Licensor finds at any time that the product as promoted, marketed, or sold by Licensee is deficient in quality or promoted, marketed, or sold in a misleading or deceptive manner, or otherwise represented or sold in a manner violative of this Agreement, if Licensee ceases to actively market promote, market, or sell biodiesel, if Licensee is delinquent in any royalty payment, or if Licensee violates this Agreement in any manner, Licensor may notify Licensee in writing of such deficiency or deficiencies. If Licensee fails to correct same to satisfaction of Licensor within ten (10) days after receipt of notice, Licensor may at its election declare this License Agreement terminated. On termination of this Agreement for any reason, Licensee shall immediately discontinue use of all labels, package markings, advertising material and all other use of the Trademark. Licensee shall return or destroy any Trademark art, exemplars, or other materials manifesting the Trademark, whether in hard copy or electronic format, together with a sworn affidavit by an Officer of Licensee attesting that all such materials have in fact either been destroyed or returned to Licensor by Licensee. For purposes of this Agreement, promotion, marketing, or sale of blended biodiesel in any percentage other than that represented to the customer constitutes promotion, marketing or sale in a misleading or deceptive manner.

14. Breach of Contract. The parties agree that in the event of suit or other legal proceedings to enforce any part of this Agreement, the losing party agrees to pay such additional sum as the court shall adjudge reasonable as attorney fees in such suit. Because damages for breach of contract are difficult of ascertainment, both parties agree that if either party fails to comply with any provision of this Agreement, such party shall after the expiration of a thirty day notice and opportunity to cure, pay to the other party the sum of Three Hundred Dollars (\$300) per calendar week or any part thereof during the period of breach as liquidated damages.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties; and it supersedes all negotiations, preliminary agreements, agreements in principle, and other discussions prior to the execution of this Agreement.

16. Amendments and Waiver. No amendment of the terms of this Agreement will be effective unless made in writing and signed by the parties. The waiver of a provision of this Agreement will not be deemed a waiver of future compliance with this Agreement.

LICENSOR:  
NATIONAL BIODIESEL BOARD, INC.

By: \_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

LICENSEE:  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title