



# TRADEMARK LICENSE AGREEMENT

Prepared for: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_



**Agreement: BioPerine® ❖ Version: 40114.3**

Patents: US5,536,506; US5,744,161; US5,972,382; US6,054,585; EP0810868; JP3953513; CA2247467

BioPerine<sup>®</sup> supplied by Sabinsa is a patented ingredient designed for the Nutraceutical and Functional Foods market. Due to the unique properties of this ingredient and the language used in the patents, the Customer agrees to the following criteria, terms and conditions which Sabinsa and the Customer deem necessary to assure the protection of the intellectual property rights, identity and integrity of BioPerine<sup>®</sup> in the marketplace.

With respect to any product or formulation containing BioPerine<sup>®</sup>, the Customer agrees:

1. To purchase and/or direct its manufacturer to purchase and manufacture on Customer's behalf, BioPerine<sup>®</sup> directly from Sabinsa or through their accredited exclusive agent in your country.
2. To list the name BioPerine<sup>®</sup> on all product(s) ingredient panels and submit label to Sabinsa for final approval.
3. To identify BioPerine<sup>®</sup> as a trademark of Sabinsa and to include BioPerine<sup>®</sup> logo on the product label and in advertising materials. Customer will be given indemnification if the BioPerine<sup>®</sup> logo infringes with any other trademark or patents.
4. It will not display the name, identify or market BioPerine<sup>®</sup> with any generic material, logo or artwork not supplied or approved by Sabinsa.

This agreement applies to all products containing BioPerine<sup>®</sup> whether manufactured, sold, distributed or marketed by the Customer and/or others. Other than for use in manufacturing the Customer's own product, the Customer shall not resell or supply BioPerine<sup>®</sup> in the bulk raw material form, either directly or indirectly, to any third party. Sabinsa will supply only to the manufacturer. If the Customer is not the manufacturer, the Customer shall inform Sabinsa of the name and address of the customer's manufacturer. If the Customer is a contract manufacturer, and supplies, but does not own or control, the finished product, the contract manufacturer shall inform its Customer to the terms and conditions of this agreement. A license agreement must be executed by each of the contract manufacturers Customers and Sabinsa.

Additionally, the Customer shall provide Sabinsa with a current or known future list of products containing BioPerine<sup>®</sup>. Customer must update any additions and deletions to this list annually.

Use of BioPerine<sup>®</sup> requires that the provisions of this agreement be understood and accepted by all those who use and market it. Sabinsa may refuse to supply or sell BioPerine<sup>®</sup> to any person or entity who fails to honor this agreement; however, Customer will be given reasonable time to sell through inventory after receipt of written notification detailing the reasons for terminating this agreement. Sabinsa may also pursue any and all legal rights, remedies and recourse in the event of a breach of this Agreement.

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**Initials**

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**SABINSA**

This Agreement is binding upon the Customer, its successors and assigns. This Agreement shall be governed by, enforced under and interpreted in accordance with the laws of The State of New Jersey, to which jurisdiction the parties, hereby, submit.

The following product(s) are submitted by the Customer for approval to include the ingredient BioPerine<sup>®</sup>, according to the terms and conditions of the Trademark License Agreement. Please indicate the brand and product trade name.

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Name of Marketing Company \_\_\_\_\_

Name and address of Manufacturing Company (if different from Marketing Company):

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**ACCEPTANCE OF AGREEMENT BY AUTHORIZED REPRESENTATIVE:**

Company / Customer \_\_\_\_\_

Name / Title (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**SABINSA APPROVAL:**

Name / Title (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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SAMPLE IMAGE PROVIDED BELOW:

It's important that our logo is always clear and legible. The logo is carefully drawn artwork, so any alteration of the logo is considered misuse. Only use approved digital artwork provided by Sabinsa for this logo.



BIOPERINE®

- IMAGE NOT TO SCALE
- 4-COLOR PROCESS
- RGB COLOR CODE PROVIDED
- COLOR PATTERN CANNOT BE ALTERED\*

	Yellow	Black	Green	Dark Green
Red	174	31	68	63
Green	124	26	174	124
Blue	27	23	66	52

\*black & white would be the only exception

**Disclaimers:**

Any product overview was written for the sole purpose of giving a brief history along with educational insights into the product listed above. It is not designed, in whole or in part, as advice for self-diagnosis or self-treatment and should not be construed as such.

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, mitigate or prevent any disease.