

CTLR certifies Cattlemen's Texas Longhorn Certified Beef to qualifying member producers. Fee for this member benefit is an initial one-time \$500, with an annual \$1 per head marketed under the CTLR seal. This professional-level fee is designed to ensure reputation of Texas Longhorn beef quality in the marketplace.

The fee will be waived for any applicant that obtains another third-party production standards certification including but not limited to: American Grassfed Association, Audubon Certified Bird Friendly, Certified Humane, Food Alliance, Global Animal Partnership, IMI Global, Savory Ecological Outcome Verified and Animal Welfare Approved by A Greener World. Non-quality physical claims such as Go Texan, or other breed registries' pedigree certifications will not qualify a member for the fee waiver. Beef Quality Assurance certified producers will be considered on an individual basis upon an audit of records and production practices.

Quality is subjective and hard to gage, other than holding the breeder bound to marketing longhorn genetics and not passing off some other breed as longhorn under the use of our seal. Minimum qualifications include:

- Product marketed must come from Texas Longhorn genetics.
- Member raising the cattle must provide a written farm plan that discloses production practices.
- Farm may be audited for grazing quality, animal welfare, supplemental feeds receipts and feed tags.

The CTLC Trademark is a single-color mark. Licensee may change the color of the mark to compliment labels, packaging and marketing materials without breaching the licensing agreement, so long as the structure and wording in the mark remain exact as the mark granted.

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between Cattlemen's Texas Longhorn Registry, a Texas non-profit corporation, with a place of business at PO Box 36, Tarpley, Texas 78883 ("Licensor"), and _____, a _____ with a place of business at _____ ("Licensee").

ACKNOWLEDGEMENTS

A. Licensor is dedicated to preservation through conservation of the purest Texas Longhorn cattle of the highest quality. Licensee has expended and continues to expend significant resources, money and time to identify such cattle and producers and to investigate the feasibility of selling such beef as specialty meats.

B. Licensor is the owner of all right, title and interest in the mark attached hereto in Attachment A (the "Licensed Mark"). Licensed use of the Licensed Mark signifies that the cattle, beef or marketing is solely that of Certified Texas Longhorn as certified by Licensor.

C. Licensee is currently in the business of raising and processing Texas longhorn cattle and marketing the beef therefrom (the "Product");

D. Licensee desires to obtain a license to use the Licensed Mark on terms and conditions contained herein; and

E. Licensor agrees to grant, and Licensee desires to accept, a license to use the Licensed Mark on the terms and conditions contained herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

LICENSE

1. GRANT OF LICENSE. The parties agree to the above Acknowledgements, the representations of which shall be a part of this Agreement. Subject to and on the terms of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable

license to use (expressly with no right or authority to transfer, sublicense or assign whether in whole or in part) the Licensed Mark solely on the Product worldwide (the "Territory") for the term set forth in Section 4 (the "License"). The Licensed Mark shall be used in its entirety without alteration, derivation or derivative marks and solely for Licensee's marketing of the Product, including point-of-sale, website, social media platforms and beef labeling (the "Marketing Materials").

2. LICENSE FEE. Upon execution of this Agreement, Licensee shall pay to Licensor the sum of Five Hundred Dollars (\$500.00) as consideration to Licensor for entering into this Agreement. Annually thereafter (calendar year), Licensee shall pay to Licensor the sum of One Dollar (\$1.00) for every head of cattle marketed in whole or in part with the Licensed Mark by Licensee. The calculation of heads of cattle shall not be on a cumulative basis. This fee shall be paid on or before January 31st in the full amount due for the preceding calendar year. Licensee shall provide to Licensor on or before each January 31st a full and complete statement of account in sufficient detail as to permit Licensor to determine and track the specific head of cattle and the days included within such statement.

STANDARDS

3. QUALITY STANDARDS. Licensee represents and agrees that it is fully aware of, knowledgeable in and shall conform to Licensor's quality standards including transparency in disclosure of all claims of production practices for use of the Licensed Mark and anything marketed thereunder. Licensee agrees that the current level of quality of the Product meets Licensor's standards. Licensee agrees to maintain such quality standards for the term of this Agreement and thereafter for any Product then in the marketplace and still then being marketed. Licensor may, from time-to-time, request in writing specimens of the Product or product production practices documentation to assess the level of consistency and quality of the Product and to ensure that Licensee maintains the consistency and quality of said Product consistent with Licensor's standards throughout the term of the Agreement. Licensee shall promptly provide such specimens and documents at no cost to Licensor. If at any time Licensor determines that the Product bearing the Licensed Mark fails to conform to Licensor's standards, Licensor shall so notify Licensee in writing and the Licensee shall correct the non-conformance and provide a corrected specimen of or documentation regarding the Product or Marketing Materials to Licensor for its determination within ten (10) days from the written notice from Licensor regarding such non-conformance. Maintenance of Licensor's standards relating to the Licensed Mark and anything marketed thereunder are agreed to be of such substantial importance to Licensor that the failure to so provide such specimens and documentation shall be a breach of this Agreement, as shall be any failure to conform to such standards.

4. MARKINGS. Licensee will cause the Licensed Mark to be displayed only in such form or manner as may be approved by Licensor. Licensee will also cause to appear on all Marketing Materials on or in connection with which the Licensed Mark is used such

legends, markings and notices as Licensor may reasonably request in order to give appropriate notice of any trademark, trade name or other rights. No other markings, legends or notices may be used by Licensee except as approved by Licensor in writing in advance of such use.

5. COMPLIANCE WITH LAW. Licensee shall at all times be and remain in full compliance with any and all applicable federal, state and local laws and regulations governing the Product and Marketing Materials in the Territory or parts thereof in which the Product is procured, raised, transported, slaughtered, packaged and marketed (the "Licensee Business"). Licensee shall indemnify, defend and hold harmless Licensor from and against all liabilities, costs, and damages arising out of or related to any Licensee Business. Licensor shall have no responsibility, liability or obligation with respect to the Licensee Business. Except as may be provided in this Agreement for the grant and maintenance of the License, Licensor shall have no input regarding any aspect of the Licensed Business, Licensee shall not defer any action to counteract or take any action that expressly or impliedly would suggest that Licensor is involved with any of the Licensed Business, and the conduct of the Licensed Business shall be and remain in the sole control of Licensee.

OWNERSHIP

6. OWNERSHIP OF LICENSED MARK; USE. Licensee acknowledges and agrees that Licensor is the sole and exclusive owner of the Licensed Mark. Except as prohibited by law, Licensee agrees that it will do nothing inconsistent with such ownership either during the term of the Agreement or afterwards. Licensee shall use the Licensed Mark in a manner that does not deviate from Licensor's rights in the Licensed Mark and will take no action that will interfere with or diminish Licensor's right in the Licensed Mark. Licensee agrees that its use of the Licensed Mark shall inure to the benefit of and be on behalf of Licensor. Licensee acknowledges that the Licensed Mark is valid under applicable law and that Licensee's utilization of the Licensed Mark will not create any right, title or interest in Licensee in the Licensed Mark. The Licensee shall use the Licensed Mark so that such trademark rights are a separate and distinct impression from any other trademark that may be used or affixed to the Product, their associated documentation or Marketing Material. Except as permitted in this Agreement, Licensee agrees that it will not adopt or use the Licensed Mark or any derivation thereof as part or all of any business name, trade name, trademark, service mark or certification mark, either alone or in combination with other words, or any other mark based on the Licensed Mark or any designation confusingly similar to the Licensed Mark.

7. NON-ASSISTANCE. The Licensee agrees not to apply or assist any third party to register or use the Licensed Mark, any derivative mark or a confusingly similar designation anywhere in the world. If any use or any application for registration is or has been filed by or on behalf of Licensee in any country and relates to any mark which, in the sole opinion of Licensor, is confusingly similar, deceptive or misleading with respect to, or dilutes or any way damages the Licensed Mark, Licensee shall, at Licensor's request, immediately abandon all use of such mark and any registration or application

for registration thereof and shall reimburse Licensor for all costs and expenses of any opposition or related legal proceeding, including attorneys' fees, instigated by Licensor or its authorized representative.

TERM AND TERMINATION.

8. TERM. Unless terminated earlier pursuant to this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on the fifth anniversary of the Effective Date (the "Term") unless renewed in a writing signed by both parties prior thereto.

9. TERMINATION BY EITHER PARTY WITHOUT CAUSE. Either party may terminate this Agreement at any time and without cause upon not less than One Hundred Eighty (180) days notice to the other party. There is no express or implied limitation on this unilateral right of either party to terminate this Agreement without cause.

10. TERMINATION BY LICENSOR FOR CAUSE . Licensor may immediately terminate this Agreement without need of judicial notice or court action by written notice to Licensee if: (i) Licensee makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they come due, commences or is the subject of any proceeding under law relating to any bankruptcy, arrangement, insolvency, or readjustments of its debt, which proceeding is not dismissed within sixty (60) days after commencement; or (ii) Licensee breaches any provision of this Agreement and such breach remains uncured to Licensor's sole satisfaction ten (10) days after Licensor's written notice thereof. Examples of breaches shall include by way solely of example but are not limited to: (a) Licensee's use in any manner of the Licensed Mark inconsistent with the License granted under this Agreement, or otherwise contrary to the provisions of this License; (b) Licensee's challenge to Licensor's ownership of the Licensed Mark or the validity of the Licensed Mark; or (c) failure of any Licensee Product or Marketing Material to meet Licensor's quality standards or trademark policy as determined from time to time by Licensor.

11. EFFECT OF TERMINATION. Upon termination of this Agreement by Licensor for cause, Licensee shall immediately cease any and all use of the Licensed Mark and remove certified product from marketplace. Upon termination of this Agreement without cause, or upon expiration of this Agreement without renewal, Licensee shall cease any and all use of the Licensed Mark on Marketing Materials and current and future Product. Licensee further agrees that it will not thereafter adopt, readopt or use any trademark, service mark, trade or corporate name or business title, or other indicium of origin, or any derivatives of any of the foregoing, which consists of, or includes therein, the Licensed Mark or any portion thereof.

12. SURVIVABILITY. The obligations of Licensee under this Agreement, except for the obligation pay any annual per head fee, shall survive any expiration or termination of this Agreement.

13. TRADEMARK INFRINGEMENT. Licensee recognizes the necessity for Licensor to protect the integrity of the Licensed Mark, and accordingly Licensee agrees to cooperate fully with Licensor in protecting the Licensed Mark, and all protectable variations thereof, by promptly informing Licensor of any infringement or misuse of the Licensed Mark, or any protectable variations thereof, by any third party, which comes to Licensee's attention. If Licensee learns of any use by any person of a trademark or trade name similar to the Licensed Mark, Licensee shall immediately notify Licensor of such use. Should Licensor request the assistance of Licensee in conjunction with any action, Licensee agrees to cooperate fully with Licensor as reasonably requested by Licensor.

14. REPRESENTATIONS AND WARRANTIES OF LICENSOR. Licensor hereby represents and warrants that to its best knowledge, Licensor owns all right, title and interest to the Licensed Mark, free and clear of any liens or encumbrances; that there is no unauthorized use, disclosure, infringement or misappropriation of any of the Licensed Mark by any third party; that no written claim of infringement of the Licensed Mark has been made by a third party and that no claim of infringement of any of the Licensed Mark has been threatened by any third party.

15. REPRESENTATIONS AND WARRANTIES OF LICENSEE. Licensee hereby represents and warrants that all products and services supplied in connection with the Product and the Marketing Materials and bearing the Licensed Mark will comply with the standards set forth in this Agreement and as may be updated from time to time by Licensor; that there is no claim pending or threatened against Licensee for unauthorized use, disclosure, infringement or misappropriation of any trademark, service mark or name by any third party; and that there is no claim or notice of potential claim or liability arising out of or related to any Licensee Business.

16. WARRANTY DISCLAIMER. Except as expressly specified in Section 14, the Licensed Mark is provided to Licensee "As Is" and without warranty of any type or kind. LICENSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

17. LIMITATION OF LIABILITY. In no event shall Licensor be liable to the other party or any third party for any indirect, incidental, special, punitive or consequential damages (including but not limited to loss of profits or revenue) in any way arising out of or related to this Agreement or to any Licensee Business.

18. COOPERATION. The parties agree to cooperate with the other party as may be reasonable, without cost to the party so cooperating except as otherwise may be provided in this Agreement, to carry out the terms of this Agreement.

GENERAL PROVISIONS

19. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed by Texas residents entirely within the State of Texas. Any proceeding or litigation to enforce or interpret the provisions of this Agreement or the parties' rights or obligations arising out of this Agreement or the performance hereunder shall be maintained exclusively in the courts in and for the County of Bandera, Texas, and the parties expressly consent and agree to sole and exclusive personal jurisdiction and exclusive venue in such courts.

20. NO ASSIGNMENT. Licensee shall not assign, sublicense or delegate, in whole or in part, this Agreement or any of its rights, duties or obligations thereunder, directly or indirectly, as part of a business reorganization, sale, consolidation, merger or similar activity, or by operation of law or otherwise, without the prior written consent and in the sole discretion of Licensor. Licensor may assign this Agreement at any time, upon notice to Licensee.

21. NO AGENCY. Nothing contained in this Agreement, by implication or otherwise, shall be construed as creating any agency, partnership, franchise, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

22. WAIVER. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term, of this Agreement.

23. NOTICES. Any notice or other communication under this Agreement shall be in writing and shall be considered given five (5) calendar days after being mailed by prepaid registered mail of the US Postal Service, return receipt requested, or immediately upon signed delivery by nationally-recognized courier service, to the parties at the addresses first specified above, or at such other address as a party may specify by notice to the other provided in accordance with this section.

24. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this Agreement shall remain in full force and effect.

25. SUCCESSORS AND ASSIGNS. Subject to the express terms of this Agreement, this Agreement shall be binding on, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The obligations of and restrictions on Licensee regarding the Licensed Mark under this Agreement except for the obligation for any annual per-head fee in Section 2 shall

include Licensee's employees, principals, independent contractors, affiliates, subsidiaries and any other third-parties currently or in the future involved with Licensee Business.

26. SURVIVABILITY. The rights and obligations of the parties shall survive any termination or expiration of this Agreement, except for the obligation of Licensee to pay the annual payment portion of the License fee.

27. ENTIRE AGREEMENT. This Agreement, including any attached exhibits, contains a complete statement of all the agreements between the parties concerning the subject matter herein, and supersedes all prior and contemporaneous agreements between them. No modification or amendment of this Agreement shall be effective without the express written consents of an authorized representative of the parties. The individual executing this Agreement has full authority and power to bind to this Agreement the party for which it signs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Licensors: Cattlemen's Texas Longhorn Registry

Signature: _____

Name: _____

Title: _____

Licensee: _____

Signature: _____

Name: _____

Title: _____

,

ATTACHMENT A

Licensed Mark

United States of America
United States Patent and Trademark Office



Certified Texas Longhorn

Reg. No. 5,894,122

Registered Oct. 29, 2019

U.S. Cl.: A

Certification Mark

Principal Register

Cattlemen's Texas Longhorn Registry (TEXAS CORPORATION), AKA CTRL
P.o. Box 36
Tarpley, TEXAS 78883

CLASS A: Beef

FIRST USE 7-23-2004; IN COMMERCE 7-23-2004

The mark consists of two concentric circles. The outermost circle has a scalloped border. In between the two circles, "CATTLEMEN'S" appears on top while "LONGHORN REGISTRY" appears on bottom. Two five-pointed stars appear in between the circles and separate "CATTLEMEN'S" from "LONGHORN REGISTRY". Inside the inner circle, a five-pointed star appears flanked by two branding irons. Below the star, a silhouette of a bull's head appears flanked by "1748" on the left and "1762" on the right. "TEXAS" appears below the bull's head. Below the circles, the wording "CERTIFIED TEXAS LONGHORN" appears.

No claim is made to the exclusive right to use the following apart from the mark as shown: "TEXAS LONGHORN REGISTRY", "1748", "1762", AND "CERTIFIED TEXAS LONGHORN"

The certification mark, as used or intended to be used by persons authorized by the certifier or is intended to certify that the good provided is beef produced from the Texas Longhorn breed of cattle with a specific genotype and phenotype.

SER. NO. 87-763,395, FILED 01-20-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office