

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

This Trademark and Trade Name License Agreement is effective as of 19th November, 2020 (the "**Effective Date**") and is entered into by and between:

Lesaffre et Compagnie ("Lesaffre"), a company incorporated under the laws of France, whose registered office is at 41 rue Etienne Marcel, 75001 Paris, France, registered with the SIREN under number 316 055 672 RCS Paris, represented by the duly authorised signatory of this agreement,

And:

TSUNAMI NUTRITION S.R.L., a company organized under the laws of Italy, having a principal place of business at Via Marcandreaola 5, 00043 CIAMPINO (ROME) ("**Licensee**"), represented by the duly authorised signatory of this agreement,

Lesaffre and Licensee being hereinafter referred to individually as a "Party" and jointly as the "Parties".

RECITALS

- A. Lesaffre belongs to the Lesaffre group, which is one of the key player in the manufacture of yeast and yeast extracts for the food and supplement industry. Lesaffre has, either by itself or by its Affiliates, extensive knowledge of yeast and highly developed skills in the biotechnology field and has notably developed a range of ingredients for dietary supplement products, marketed under the Trademark and the Trade Name. Lesaffre is the owner in particular of the rights in the Trademarks and Trade Name.
- B. Licensee, among other things, manufactures the Co-branded Products.
- C. Licensee wishes to use the Trademark and Trade Name in connection with the promotion, marketing, sale and distribution of the Co-branded Products containing Lesaffre Material in the Territory.
- D. Lesaffre agrees to authorize Licensee the non-exclusive right to use the Trademark and Trade Name within the Territory in connection with the promotion, marketing, sale and distribution of the Co-branded Products under the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise stated, or unless the context imposes another interpretation, the terms starting with a capital letter in this Agreement, including its recitals, shall have the meaning attributed to them in this Section:

"Agreement" means this trademark and trade name license agreement, including its recitals and Exhibits, which form an integral part hereof, as well as its potential amendments.

"Affiliate(s)" means with respect to a Party, any company, partnership or other entity which at any time directly or indirectly Controls such Party, is Controlled by such Party or is under common Control with that Party.

"Brand" means any sign, including trademarks, service marks, service names, or trade names, including any applications or registrations for any of the foregoing, or extensions, renewals, continuations, continuations in part, divisionals, reexaminations, or re-issues thereof, or amendments or modifications thereto, brandmarks, brand names, domain names, trade dress,

labels, logos, show-how, sketches, drawings, models, designs, together with all modifications, enhancements and improvements thereto, directly relating to the Lesaffre Material.

"Co-branded Products" means the Products listed in Exhibit C.

"Control" (including the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of any person, whether through the ownership of voting securities or by contract or otherwise.

"Effective Date" has the meaning given on the first page of this Agreement.

"Lesaffre Material" means genuine Lesaffre's ingredients/supplements manufactured and/or sold by Lesaffre and marketed under the Trademark and the Trade Name.

"License" means Licensee's right to use the Trademark and Trade Name as set forth in Section 2.1 of this Agreement.

"Term" means the term of this Agreement.

"Territory" means ITALIAN and EUROPEAN market.

"Trademark(s)" means the trademarks listed in Exhibit A of this Agreement.

"Trademark Guidelines" means Lesaffre's guidelines to use the Trademark and Trade Name as set forth in Exhibit B of this Agreement and updated by Lesaffre from time to time throughout the Term.

"Trade Name" means (not applicable).

1.2 In this Agreement, (a) reference to Sections or Exhibits are to the sections and exhibits of this Agreement, (b) all references to the words 'include' and 'including' shall be construed without limitation, (c) a reference to writing or written includes faxes and e-mail, and (d) "day" means calendar day, "month" means a calendar month, "year" means a period of 365 days.

2. GRANT OF LICENSE

2.1 Scope of the License

Lesaffre grants to Licensee a non-exclusive, non-sublicenseable, non-transferable, free-of-charge and revocable license to use the Trademark and Trade Name to promote, market, sell and distribute Co-branded Products to resellers and end users in the Territory, including in particular on the package of the Co-branded Products and in all marketing and promotional related materials. The License is granted for the sole purpose of enabling Licensee to indicate that Lesaffre Material has been used in the manufacture of the Co-branded Products. Licensee shall not be authorized to grant any sublicense to use the Trademark and Trade Name, without the prior written consent of Lesaffre.

2.2 Reservation of Rights

Lesaffre reserves all rights in the Trademark and Trade Name to use, or authorize any third party to use, the same in connection with any product and service, including in particular products identical or similar to the Co-branded Products, in any territory in the world, including in particular in the Territory, and in any language. Lesaffre gives no representation or warranty as to the validity of any Trademark or Trade Name subject to the License, each of which is licensed hereunder "as-is."

2.3 **Non-Exclusivity**

It is understood and agreed that this Agreement does not confer upon Licensee and Licensee is not obtaining an exclusive right to use the Trademark and Trade Name or to manufacture, distribute, advertise and promote and sell the Co-branded Products bearing the Trademark and Trade Name or any other exclusive right. It is further understood and agreed that Lesaffre is free to enter into agreements with third parties during the Term of this Agreement, and at any time thereafter, for the manufacture, distribution, advertisement, promotion and sale of products of every and any kind.

2.4 **Recordal of the License**

Lesaffre reserves the right to record, at Lesaffre's discretion, the License at the Thai National Trademark Register. Licensee shall provide Lesaffre with commercially reasonable assistance for such recordal and all powers are hereby given to Lesaffre to proceed with such recordal. Alternatively, and subject to Lesaffre's prior written agreement, Licensee may record the License with said register at its own costs (including translation costs).

3. **OWNERSHIP OF THE RIGHTS IN THE TRADEMARK AND TRADE NAME**

3.1 Licensee acknowledges that Lesaffre is the owner of the rights in the Trademark and Trade Name and that the Agreement does not vest it, by implication, estoppel, statute or otherwise, with any right, title or interest in the Trademark and Trade Name other than the right to use the Trademark and Trade Name in compliance with the provisions of this Agreement. Licensee further acknowledges that the Trademark and Trade Name are the exclusive property of Lesaffre and that the use of the Trademark and Trade Name permitted hereunder and all goodwill connected therewith shall inure to the benefit of Lesaffre. Lesaffre reserves all rights not explicitly granted to Licensee hereunder. Nothing herein shall give Licensee any right, title, or interest in or to the Trademark and Trade Name.

3.2 Licensee undertakes not to file and register, either by itself or through its Affiliates, any Brand identical or confusingly similar to the Trademark and Trade Name, for any product and service for which the Trademark or Trade Name are registered or known, inside and outside the Territory, for the Term and after its expiry or termination. If Licensee files and/or registers such Brand(s) in violation of this provision, Licensee shall assign and transfer its rights therein to Lesaffre upon its request and Lesaffre shall have the right to terminate this Agreement as provided under Section 5.2.

3.3 Licensee undertakes to do nothing inconsistent with, or damaging to, Lesaffre's rights in the Trademark and Trade Name, and in particular not to challenge the use and validity of the Trademark and Trade Name, on any ground whatsoever.

4. **USE AND PROTECTION OF THE TRADEMARK AND TRADE NAME**

4.1 **Proper use**

(a) Licensee undertakes:

(i) that all uses of the Trademark and Trade Name shall occur only for the promotion, marketing, sale and delivery of Co-branded Products to resellers and end users, in the Territory, for the Term, including any sell-off period that is expressly agreed upon in writing by Lesaffre, in compliance with the provisions of this Agreement, as well as the Trademark Guidelines, which may reasonably be amended by Lesaffre from time to time, provided that nothing contained herein prevents Licensee from selling Co-branded Products to customers outside the Territory;

- (ii) not to use the Trademark and Trade Name in combination with any other Brands, except for Licensee's own trademark(s) in accordance with Section 4.2;
 - (iii) at all times to maintain a clear distinction between its own trademark(s) and the Trademark and Trade Name;
 - (iv) not to use the Trademark and Trade Name in connection with or for the benefit of any third party's product or service;
 - (v) not to use the Trademark and Trade Name in any way which may imply or suggest a business relationship with Lesaffre other than as licensor for the limited purpose as set out in this Agreement. Licensee undertakes to forthwith clarify and remove any misunderstanding or confusion in the minds of third parties, as soon as Licensee has given notice thereof;
 - (vi) not to infringe Lesaffre's rights, including in particular the Trademarks and Trade Name and any other designs, patents, trade secret or copyrights of Lesaffre; and
 - (vii) not to use the Trademark and Trade Name on or in connection with any products or services that are or could reasonably be deemed to be (i) obscene, pornographic, disparaging of Lesaffre or its products or services, or (ii) unlawful or whose purpose is to encourage unlawful activities by others.
- (b) Without prejudice to Section 5.2(b)(iii), Licensee shall have no obligation to use the Trademark and Trade Name.
- (c) Licensee has no right to assign or transfer this Agreement or any of its rights to use the Trademark and Trade Name, for any purpose whatsoever, to any third party without Lesaffre's prior written consent. Any attempted assignment or transfer without Lesaffre's prior written consent shall be null and void and is considered as a breach incapable of remedy, and entitles Lesaffre to terminate this Agreement pursuant to Section 5.2(b)(i).

4.2 Representation of Licensee's proposed use of the Trademark and Trade Name

Actual representations of Licensee's proposed use of the Trademark and Trade Name (in combination with Licensee's own trademark, if any) on or in relation to the Co-branded Products are shown in Exhibit D and are the only ones authorized under this Agreement. Licensee shall not alter such usage in any form or media without Lesaffre's prior explicit written consent. Lesaffre may revoke or modify any such consent upon written notice to Licensee at any time, provided that Licensee shall be entitled to complete any marketing promotions scheduled prior to any such notice and sell off existing inventory.

4.3 Quality Standards

Licensee represents and warrants that:

- (a) Licensee shall use the Trademark and Trade Name only on Co-branded Products, or for marketing, sale or distribution of Co-branded Products which contain (i) the appropriate quantity of Lesaffre Material, and (ii) other ingredients/supplements validly purchased from Lesaffre or from a source authorized by Lesaffre in writing and in advance;
- (b) Whenever requested, Licensee shall cooperate with Lesaffre in facilitating Lesaffre's supervision and control of the nature and quality of the Co-branded Products and all other usages of the Trademark and Trade Name permitted pursuant to this Agreement.

- (c) the quality of the Co-branded Products shall be maintained at a consistent level, substantially equal to that found in Licensee's existing products at the Effective Date of this Agreement;
- (d) Licensee shall comply, in the Territory, with the laws, regulations and standards (including on labelling and tax) applicable to its activities and the promotion, marketing, sale and delivery of Co-branded Products to resellers and end users. Licensee shall in particular ensure that the Co-branded Products comply with the laws, regulations and standards applicable to manufacturing, distribution, sale, promotion and advertising throughout the Territory, and do not infringe any third party's rights, in particular trademarks, designs, patents, trade secret or copyright. Notwithstanding anything herein to the contrary, Licensee's failure to strictly comply with this provision shall be deemed a breach of a material term of this Agreement, and Lesaffre shall have the right to immediately terminate this Agreement without the necessity of serving notice upon Licensee and Licensee hereby waives any right to cure such breach.

In case of dispute over this Section 4.3, Lesaffre's sole determination shall be final and binding on Licensee. Licensee is solely and fully responsible for the quality of the Co-branded Products bearing the Trademark and Trade Name, both towards third parties and towards Lesaffre.

4.4 Monitoring by Lesaffre

- (a) Lesaffre shall be entitled, directly or by means of designated representatives, to periodically carry out any inspections and controls, no more than quarterly, to verify that Licensee's use of the Trademark and Trade Name complies with the provisions of this Agreement and the Trademark Guidelines.
- (b) No Co-branded Products and no packaging or labelling for the Co-branded Products, or advertising, promotional, Internet and sales materials relating to the Co-branded Products, shall be sold, distributed, promoted, marketed or otherwise used without Lesaffre's prior written approval. For clarity, Licensee shall provide Lesaffre with representative samples of each use of the Trademark and Trade Name, on any media whatsoever (e.g. marketing or advertising materials, press materials, Internet, etc.), prior to the time (i) the Trademark and Trade Name are used; (ii) the Co-branded Products bearing the Trademark and Trade Name are put on the market, or (iii) the marketing of the Co-Branded Products under the Trademark and Trade Name is published on said media. Any time any use considered by Licensee would depart, even slightly, from the sample shown in Exhibit D in Lesaffre's sole discretion, Licensee shall provide the above samples to Lesaffre at least 3 business days in advance of the earliest of the events cited under points (i) to (iii) above, and shall wait until Lesaffre's written approval before starting any such use. If Lesaffre has not reacted within 2 business days, Licensee shall send Lesaffre a reminder and make no usage of the Trademark or Trade Name prior to receipt of Lesaffre's approval. Notwithstanding the above provisions, upon Lesaffre's reasonable request, Licensee shall provide Lesaffre with samples of Co-branded Products and/or representative samples of each use of the Trademark and Trade Name, on any media whatsoever.
- (c) If Lesaffre determines that:
 - (i) Licensee is not using the Trademark and Trade Name in compliance with the Agreement; or
 - (ii) the Co-branded Products do not comply with the requirements set out under the Agreement;

(a "**Default**") Lesaffre can, without prejudice to Lesaffre's right to terminate the Agreement under Section 5.2(b)(i), suspend Licensee's right to use the Trademark and Trade Name until Lesaffre has received appropriate proof that Licensee has remedied

the Default. Licensee shall advise Lesaffre of the steps taken to remedy the Default within 10 days following receipt of Lesaffre's notice to remedy. Where Licensee fails to remedy the Default within such 10 day period, Lesaffre may terminate this Agreement with immediate effect.

4.5 **Legend - Disclaimer**

Licensee shall clearly and prominently indicate on the packaging of the Co-branded Products and on all marketing and promotional materials, of any nature whatsoever, relating to the Co-branded products:

- (a) that (i) the Trademark and Trade Name are owned by Lesaffre, and (ii) the Co-branded Products are manufactured, promoted, marketed, sold and distributed by Licensee, and not by Lesaffre; and
- (b) the full name, address and contact details of Licensee as the distributor of the Co-branded Products bearing the Trademark and Trade Name.

5. **TERM AND TERMINATION OF THE AGREEMENT**

5.1 **Term**

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for a period of two years from the Effective Date (the "Initial Term"). After the expiry of the Initial Term, this Agreement shall be automatically renewed for successive periods of one year (each such one-year period being the "Extended Term"), subject to the right of either party to terminate this Agreement, without cause, upon notice to the other party not less than 90 days prior to the expiry of the Initial Term or the then-current Extended Term.

5.2 **Termination of the Agreement**

- (a) Either Party can terminate this Agreement for convenience by sending a notice to the other Party not less than 6 months prior to the date of termination.
- (b) Lesaffre shall have the right to terminate this Agreement upon the occurrence of one or more of the following events:
 - (i) any breach by Licensee of its obligations under this Agreement which remains uncured (if such breach is capable of being cured) for 30 days or more following Lesaffre's notice requiring Licensee to cure such breach;
 - (ii) Licensee decides not to develop and sell Co-branded Products that use Lesaffre Material;
 - (iii) Licensee fails to start selling on a wide scale the Co-branded Products that use Lesaffre Material by three months after the Effective Date of this Agreement;

the manufacture, promotion, marketing, sale or distribution of Co-branded Products is stopped for a continuous period of 4 months and is not restarted within the 30 days following Lesaffre's written notice; or.
 - (iv) Licensee manufactures, promotes, markets, sells or distributes products which compete with products manufactured, promoted, marketed, sold or distributed in the Territory by companies of the Lesaffre group. Termination of the Agreement under this sub-section (b) shall be effective immediately upon receipt of the termination notice by Licensee.

5.3 **Effect of Termination**

- (a) In the event of the termination of this Agreement, for any reason whatsoever, Licensee undertakes to cease within 60 days following the termination of the Agreement, all uses of the Trademark and Trade Name in the Territory. However, if the Agreement is terminated by Lesaffre on the grounds of Sections 5.2(b)(i), 5.2(b)(ii), 5.2(b)(iii) or 5.2(b)(iv), then Licensee shall cease such uses immediately upon termination.
- (b) Within 10 days following the termination of this Agreement, upon request, Licensee shall send a detailed, quantitative and valued state of stocks, duly certified to be sincere and true, of the Co-branded Products that are in the process of being manufactured and the ones that are stored.
- (c) Subject to Lesaffre's prior written agreement, Licensee shall have the right to continue following termination of this Agreement, for a period of one year, the promotion, marketing, sale and delivery of the Co-branded Products and related materials provided that Licensee carries out such activities in compliance with this Agreement and, in any event, in a manner which does not harm the reputation of Lesaffre, its Trademark and Trade Name.
- (d) Upon termination of this Agreement, Lesaffre shall take any and all necessary actions to cancel the recordal of Licensee as a licensed user. Licensee shall provide Lesaffre with commercially reasonable assistance for the cancellation of such recordal. All powers are given to Lesaffre to proceed with the above recordal.

6. CONFIDENTIAL INFORMATION AND DISCLOSURE

Unless required by law, and except to assert its rights hereunder or for disclosures to its own employees, consultants, accountants, agents, representatives and attorneys on a "need to know" basis, each Party agrees not to disclose the terms of this Agreement or matters relating thereto without the prior written consent of the other.

7. DEFENSE OF THE TRADEMARK AND TRADE NAME

- 7.1 Licensee undertakes to inform Lesaffre, as soon as possible, and in writing, of any acts of infringement, unfair competition/parasitism or other violation of the rights over the Trademark and Trade Name, and of any claims, proceedings or actions initiated by third parties relating to the Trademark and Trade Name of which Licensee might become aware (a "**Defense Event**").
- 7.2 Lesaffre has the sole right but not the obligation to take all necessary measures and actions to prevent or stop the Defense Event. The damages, in particular the costs and fees incurred by the proceedings, as well as the legal damages that may result from such measures and actions will be at the exclusive cost or benefit to Lesaffre.
- 7.3 If Lesaffre decides to initiate an action of any sort whatsoever, Licensee shall assist Lesaffre in connection with such action, at Lesaffre's sole cost and expense.
- 7.4 Subject to Lesaffre's prior written consent, Licensee may take part in any action brought by Lesaffre. In such case, Licensee shall bear the costs and fees incurred in connection with its participation in such action.

8. INDEMNITY AND LIABILITY

- 8.1 Licensee shall defend, indemnify and hold Lesaffre and its affiliates, and their officers, employees and directors harmless from and against any and all liability, loss (including future loss of profits), damages (including damage to reputation), demands, claims or causes of action, claims for bodily injury, sickness or disease (including death), settlement amounts, costs or expenses, including reasonable legal fees and expenses that may be incurred by Lesaffre, arising out from any claim, action or proceedings made or brought against Lesaffre or its Affiliates by a third party as a result of:

- (a) any and all acts or omissions of Licensee, its agents or employees in connection with the design, manufacturing, packaging, sale, delivery or marketing of a Co-branded Product and any other of Licensee's products;
- (b) any violation by Licensee of applicable law, rule or regulation or the rights of a third party
- (c) a breach by Licensee of any of its obligations under this Agreement.

Lesaffre shall notify Licensee of such claim, action or proceedings within 15 days following the claimant's notification and provide it with any useful information on the claimant, as well as the subject matter of such claim, action or proceedings and the nature of the same.

- 8.2 To the extent permitted by law and excluding Licensee's indemnification obligations set forth in Section 8.1, in no event shall either Party be liable for: (a) indirect, consequential or incidental losses or any special or punitive damages; (b) loss arising from business interruption; (c) loss of profits; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of customers; (g) loss of opportunity or (h) any other intangible loss.

9. GENERAL

- 9.1 **Governing Law.** This Agreement shall be subject to, construed in accordance with and governed in all respects by the statutes and laws of Italy without regard to the conflicts of laws or principles thereof. The Parties submit themselves to the jurisdiction of Italy, which shall have exclusive jurisdiction of any disputes arising hereunder, and the parties waive any objection to venue therein. The United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable International Discovery and Service of Process Conventions shall not be applicable.
- 9.2 **Entire Agreement.** This Agreement, including the recitals and Exhibits A, B, C and D attached hereto, constitutes the entire Agreement and understanding between the Parties and integrates all prior discussions between them related to its subject matter. No amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.
- 9.3 **Notices.** All notices required or permitted in this Agreement shall be given in writing addressed to the respective Parties as set forth below and shall either be (a) personally delivered or (b) transmitted by internationally or nationally-recognized private express courier. Either Party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Subsection. The addresses for the Parties are as follows:

Licensee:

TSUNAMI NUTRITION S.R.L.
Daniele Deangeli, Managing Director
Via marcandreola 5
00043 CIAMPINO (Rome)
Italy

Lesaffre:

Lesaffre International
Arnaud DeClercq, Legal Department
137, rue Gabriel Peri
59700 Marcq en Baroeul
France

- 9.4 **Force Majeure.** Neither Party shall be responsible for any failure to perform its obligations under this Agreement due to a force majeure event as defined under the law governing this Agreement or due to an event the happening and consequences of which are unpreventable and unavoidable, including acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.
- 9.5 **Waiver.** Any waiver, either expressed or implied, by either Party of any default by the other Party in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.
- 9.6 **Headings.** The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.
- 9.7 **Independent Contractors.** The Parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either Party the joint venture or partner of the other Party or as conferring upon either Party the power or authority to bind the other Party in any transaction with third parties.
- 9.8 **Survival.** The provisions of Section 2.2 (Reservation of Rights), 3 (Ownership of the Trademark and Trade Name), 4.5 (Legend - Disclaimer), 5.3 (Effect of Termination), 6 (Confidential Information and Disclosure), 8 (Indemnity and liability) and 9 (General) will survive any termination of this Agreement.
- 9.9 **Equitable Relief.** Licensee recognizes the value of the Trademark and Trade Name and their components, and accordingly acknowledges that a breach by Licensee of this Agreement will cause Lesaffre irreparable damage which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of Lesaffre's rights in and to the Trademark and Trade Name. Accordingly, Licensee hereby understands and agrees that in the event of any default or breach of this Agreement by Licensee, Lesaffre shall, in addition to its other rights and remedies, be entitled to seek immediate injunctive relief in any court of competent jurisdiction and Licensee hereby irrevocably waives any objection to the jurisdiction and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment of any such court.
- 9.10 **Severability.** Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the Parties.

Lesaffre et Compagnie

Signature: _____

Name: _____

Title: _____

Date: _____

TSUNAMI NUTRITION S.R.L.

Signature:  _____

Name: DANIELE DEANGELI

Title: MANAGING DIRECTOR

Date: 30/11/2020

EXHIBIT A – THE TRADEMARK(S)

Quatreflora™



EXHIBIT B: TRADEMARK GUIDELINES

Licensee has received samples and state-of-the art descriptions of the Trademark and Trade Name. They must be used as they are and cannot be changed in any manner. Colour codes shall be strictly complied with.



Pantone Ton Direct : 204 C
Quadrichromie : C2 M59 J1 N0
RVB : R 237 V 137 B 183 / Web : #ed89b7



EXHIBIT C: LIST OF CO-BRANDED PRODUCTS

TN PHARMA – LIBISTRONG BIOTIC-FLORA

EXHIBIT D: REPRESENTATIONS OF LICENSEE'S USE OF TRADEMARKS/TRADE NAME

