

CERTIFICATION MARK LICENSING AGREEMENT

This Certification Licensing Agreement (the “Agreement”) is entered into by and between the Georgia Department of Economic Development, an executive agency of the State of Georgia (“GDEcD” or “Licensor”), and the undersigned entity (“Licensee”). In this Agreement, Licensor and Licensee are collectively referred to as the “Parties,” and each, individually, as a “Party.”

RECITALS

WHEREAS, pursuant to O.C.G.A. § 50-7-80, the Georgia Legislature created the “Made in Georgia” program which was to be administered and maintained by Licensor and which sought to showcase awareness of goods and products manufactured within the State of Georgia;

WHEREAS, Licensor has filed for federal registration of the certification mark “GEORGIA MADE” (“Certification Mark”) with the United States Patent and Trademark Office and owns all right, title and interest; and in and to the Certification Mark;

WHEREAS, in conjunction with the Certification Mark, Licensor has developed a Certification Program and Certification Mark Standards relating to the use of the Certification Mark;

WHEREAS, Licensee desires to obtain a license (the “License”) to be authorized for limited use of the Certification Mark in connection with Licensor’s goods and products that are manufactured or produced within the State of Georgia and which have been approved for use under the Certification Program (the “Georgia Made Products”) and Licensor is willing to grant such limited, non-exclusive, non-transferrable, non-sublicensable, revocable license to Licensee in accordance with the terms and conditions of this Agreement and the Certification Mark Standards;

NOW THEREFORE, in consideration of the mutual covenants and agreements to be kept and performed as hereinafter recited and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. GRANT OF LICENSE.

Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable revocable right to use the Certification Mark for Georgia Made Products outlined in the Certification Mark Standards. This License and the right to use hereunder shall only remain in effect for so long as Licensee complies with all of the terms, conditions, and reporting requirements of this Agreement and Licensee’s use of the Certification Mark on any goods and products adhere to the Certification Mark Standards attached hereto as Exhibit A.

2. TERM.

This Agreement shall be in existence until terminated.

3. QUALITY.

The nature and quality of the goods sold by Licensee in connection with the Certification Mark shall conform to any standards which may be set from time to time by the Licensor, and Licensee shall adhere to the Certification Mark Standards set forth below. Licensee agrees to cooperate with the Licensor by permitting reasonable inspection of the Licensee's operations and shall supply to Licensor specimens of use or photos of specimens of use of the Certification Mark upon request by Licensor. The Licensee agrees not to use the Certification Mark on goods sold or marketed as products from another country or state or on products from a city or region outside of Georgia.

4. USE.

Licensee represents, covenants, and agrees that it will use the Certification Mark only in the form and manner approved by the Licensor, as prescribed in this Agreement and the Certification Mark Standards, and that Licensee will not use the Certification Mark in combination with or close proximity to any other trademarks, service marks, or certification marks, without the prior written approval of Licensor.

5. MARKETING

By using the Certification Mark, Licensee grants Licensor a limited purpose, royalty-free, non-exclusive, non-transferable, non-sublicensable right to use Licensee's name and trademarks or service marks in Licensor's marketing and promotion materials for the "Made in Georgia" program, including but not limited to written, oral, or electronic promotions.

6. RIGHT, TITLE, AND INTEREST.

By acceptance of this Agreement, Licensee acknowledges that Licensor owns all rights, title and interest to use the Certification Mark and that Licensee has no right, title or interest in the Certification Mark other than the right to use the Certification Mark as prescribed in this Agreement. Licensee agrees that it will not, during the term of this Agreement, or thereafter, attack the title or any rights of Licensor in and to the Certification Mark, as registered or otherwise used or claimed by Licensor, or attack the validity of this Agreement or any part hereof. Further, Licensee will not do anything inconsistent with such ownership and acknowledges that all use of the Certification Mark has, does and shall inure to the benefit of and be on behalf of the Licensor.

7. ENDORSEMENT.

Licensee agrees that it will not use any statement of affiliation or endorsement by the Licensor or the State of Georgia in selling, advertising, marketing, packaging or other commercial handling of or rendering of any services.

8. TERMINATION.

- a. For Convenience.** Either Party may terminate this agreement for convenience upon fifteen (15) days' written notice.
- b. For Cause.** In the event that Licensor, in its reasonable discretion, has determined that Licensee has violated any provision of this Agreement or any of the Certification Mark Standards, Licensor shall give written notice to Licensee providing for a cure period of fifteen (15) days from the notice. In the event Licensee fails to correct such breach and/or failure within fifteen (15) day period, Licensor may immediately terminate this Agreement.
- c. Rights Immediately Cease.** Upon the termination of this Agreement for any reason, all the rights and privileges herein granted to Licensee shall immediately cease and terminate, and Licensee shall immediately cease to use the Certification Mark in any manner whatsoever, and no products, containers, packaging, labels advertising or publicity material bearing the Certification Mark shall be sold or otherwise publicly distributed. It is expressly provided, however, that any cause of action for infringement of the Certification Mark, or for violation of this Agreement which Licensor may have against Licensee, shall survive the termination of this Agreement, including the right to reasonable attorney's fees and costs. Further, Licensor's right to audit Licensee's records and inventory in connection with products produced, sold, marketed, or manufactured under this prior to termination shall also survive the termination.

9. FORM AND COLOR.

Upon execution of this Agreement, Licensor shall provide confirmation of registration and copies of the Certification Mark for Licensee to use in accordance with the terms of this Agreement and the Certification Mark Standards. The Certification Mark may not be distorted, skewed, re-colored or otherwise altered in any way.

10. ADVERSE DISPLAYS.

The Certification Mark may not be used in any manner that adversely affects the Licensor's ownership rights in and to the Certification Mark, or in any derogatory, scornful, derisive or disparaging manner, in parody, or in other disparaging displays, including but not limited to any uses that violate Title 16 Chapter 12 of the state of Georgia's Obscenity Statute or any

other uses that, in the sole and reasonable opinion of Licensor, do not portray an image or connotation consistent with is desired by the Licensor and the State of Georgia.

11.NO AGENCY RELATIONSHIP.

This Agreement does not create any agency, partnership, joint venture, fiduciary or other relationship between the Licensor and Licensee, and neither party has a right, power or authority to represent or bind the other in any manner whatsoever.

12. INDEMNIFICATION.

Licensee agrees to indemnify and hold harmless Licensor and its officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, attorney fees or court costs related to or arising from Licensee's use or misuse of the Certification Mark in any manner or form, including use of the Certification Mark in any manner that violates this Agreement or the Certification Mark Standards, and any manufacture, sale, or distribution of goods or products bearing the Certification Mark.

13. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS AGREEMENT, LICENSOR WILL NOT BE LIABLE IN ANY WAY TO LICENSEE OR ANY OF ITS AGENTS FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOOD WILL, REVENUE OR PROFIT, NOR FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT.

14. INFRINGEMENTS.

The Licensor makes no promises or warranties whatsoever regarding its rights in the Certification Mark, its right to grant this License or the promises contained herein, or that Licensee's use of the Certification Mark will not violate anyone else's rights. Licensee proceeds at its own risk. The Licensor shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of Licensor's rights in the Certification Mark, and Licensee agrees to fully cooperate with Licensor in the prosecution of any such suit. Licensee agrees to notify Licensor in writing of any infringements or limitations by third-parties of the Certification Mark, which may come to Licensee's attention. Licensee agrees to assist Licensor in enforcement of any rights of Licensor related to any infringement or imitation of the Certification Mark. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringement or imitation. Licensee agrees to defend, indemnify, and hold Licensor and the State of Georgia, its officers, directors. agents, and employees, harmless against all costs, expenses, and losses (including

reasonable attorney's fees and costs) incurred through claims of third parties against Licensor based on Licensee's use of the Certification Mark. Licensee shall pay for representation for Licensor upon the request the Attorney General of the State of Georgia, who shall have sole discretion in determining said counsel and in appointing said counsel as a Special Assistant Attorney General. The Attorney General shall have ultimate settlement authority of any action brought pursuant to this indemnity. Licensor shall be entitled to receive and retain all settlement amounts and all amounts awarded as damages, profits or otherwise in connection with such suits.

15. SEVERABILITY.

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

16. APPLICABLE LAW.

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of Georgia without regard to the State's conflict of laws principles, and any actions to enforce the terms of this Agreement shall be commenced within the Superior Court of Fulton County, Georgia. Nothing in the Agreement shall be construed as a waiver of Licensor's or the State of Georgia's Eleventh Amendment immunity.

17. INCORPORATION OF EXHIBIT.

The Certification Mark Standards attached hereto as Exhibit "A" are incorporated into this Agreement as if set out fully herein.

18. COMPLIANCE WITH LAWS AND REGULATIONS.

In its use of the Certification Mark, Licensee represents and warrants that it shall comply with all applicable laws and regulations and obtain all appropriate approval pertaining to the

selling, advertising, marketing, packaging, manufacturing, or other commercial handling of any products for which Licensee uses the Certification Mark.

19. NO ASSIGNMENT.

This Agreement may not be assigned by Licensee without the written approval of Licensor.

20. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.

21. NOTICES.

All reports, notices and other communications provided hereunder shall be made or given hereunder by either party, by first class mail, postage prepaid, or by overnight delivery service providing proof of delivery, to the mailing address set out below or such other address as such party shall have furnished in writing to the other party in accordance with this section or to such other individuals or at such address as either party hereto may from time to time designate by notice to the other party. Notice sent by first class mail shall be deemed to be received three (3) days after being deposited in the U.S. mail. Notice sent by overnight

delivery service shall be deemed received one day after having been sent.

22. INTEGRATION.

The Agreement and the exhibits thereto represent the entire agreement between the Parties. The Parties shall not rely on any representation that may have been made which is not included in this Agreement or the exhibits thereto.

23. NO THIRD-PARTY BENEFICIARIES.

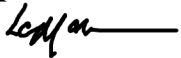
There are no third-party beneficiaries to this Agreement.

24. AUTHORITY TO ENTER CONTRACT.

Licensee represents and warrants that it has full authority to enter into this agreement.

“Licensor”

**Georgia Department of Economic
Development**


By: 
Director

Title: _____

Date: 02/22/2021

“Licensee”

SILON LLC

By: 
CFO

Title: _____

Date: 02/22/2021

EXHIBIT "A"- CERTIFICATION MARK STANDARDS