



**LICENSE AGREEMENT:
Grab A Boost of Blue Mark/Logos and Taglines**

This agreement is made between the **U.S. Highbush Blueberry Council** (Licensor), with its principal place of business in Folsom, California, and **Assigned Licensee** with regard to the following Grab a Boost of Blue Mark:



USHBC and the mark/logos/taglines: USHBC administers the program as set forth by the [Blueberry Promotion, Research, and Information Order](#), authorized by the Commodity Promotion, Research and Information Act of 1966, to promote the consumption of blueberries. USHBC has developed and is the owner of the Grab A Boost of Blue Mark/Logos and accompanying Taglines for use in connection with the marketing and promotion of BLUEBERRIES.

Terms of Agreement:

- **Licensee:** The Licensee is a grower, handler, marketer, packer, or retailer of blueberries, and agrees to use the Mark/Logos/Taglines only in connection with the marketing of blueberries. Licensee may not sublicense or assign any of the rights granted in this agreement, including to any affiliated brands, without the prior written consent of USHBC.
- **Style Guidelines:** Use of the Mark/Logos/Taglines must adhere to the Grab A Boost of Blue Style Guidelines as provided by USHBC.
- **Term period:** This agreement is in effect for the term year 2021 and will expire on December 31, 2021. Use of the Mark/Logos/Taglines may begin by the signed party no earlier than January 1, 2021. This agreement will automatically renew for the following year, and each year thereafter, unless USHBC or the Licensee provides written notice at least 30 days in advance of the expiration of the agreement of an intent not to renew the agreement, or unless the agreement is terminated by USHBC.
- **Termination:** Either party may terminate this Agreement for any reason at any time upon 90 days written notice to the other party.
- **Grant of Nonexclusive License:** USHBC hereby grants Licensee the nonexclusive, nontransferable right to use the Mark/Logos/Taglines in connection with the promotion and marketing of blueberries and in all advertising and promotion of blueberries, both in the United States and outside. These rights are granted provided that the Licensee offers the goods and

services in accordance with the quality standards and specifications of the USHBC Grab A Boost of Blue Style Guidelines, which the USHBC may update from time to time, or with the express prior written consent of USHBC. USHBC will not charge a fee for the use of its Mark/Logos/Taglines.

- **Reporting & Right to Inspect:** Licensee agrees to provide to USHBC information on the usage of the Mark/Logos/Taglines, including the size and location of any advertising campaign or other marketing effort, to assist USHBC in determining the dissemination of the Mark. Upon request, Licensee agrees to send images or samples of labels, advertising, and/or promotional materials bearing or sold with the Mark/Logos/Taglines and any other documents which may permit USHBC to determine whether the goods and services and trademark uses meet the standards and specifications as set forth in the USHBC Grab A Boost of Blue Style Guidelines.
- **Ownership:** Licensor has registered or will register the Mark with the U.S. Patent and Trademark Office. Licensee acknowledges USHBC's ownership of the Mark and hereby waives any and all possible rights to ownership or use of the Mark other than as specified in this Agreement. Licensee will inform USHBC of the use of any marks similar to the Mark and any potential infringements that come to its attention.
- **Indemnification:** Licensee agrees to assume all responsibility for and agrees to indemnify USHBC against any and all damages, losses, claims, suits, or other expenses arising out of a Licensee's use of the Mark/Logos/Taglines, including USHBC's reasonable attorney's fees incurred in the defense of any action against USHBC. The USHBC (Licensor) and Licensee agree that no funds appropriated by the United States Government shall be used, made available, or sought by any party to pay any indemnification obligation or to meet any deficiency arising under or relating to this agreement.
- **Litigation:** In the event Licensee is named as a defendant in any action based on its use of the Mark, Licensee agrees to immediately notify USHBC, and USHBC shall have the right to intervene in any such action and to control and direct the defense of such action, including the right to select defense counsel, provided that in the event USHBC chooses to exercise control it agrees to reimburse Licensee for the cost of its defense and to indemnify it against all damages arising therefrom, provided that Licensee has complied with all of its obligations under this Agreement. The parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California for any proceeding arising hereunder.
- **Sole and Only Agreement:** This Agreement sets forth and contains the entirety of representations, understandings and agreements of the parties hereto and merges all prior representations, understandings and agreements.
- **Governing Law:** This Agreement shall be construed and governed pursuant to the laws of the State of California.

LICENSOR: U.S. Highbush Blueberry Council

Kasey Cronquist, President

USDA approved December 2021