## REDDY ROBINTM BRAND



Lynnell Brandt, President

PremP109 Pear Variety (USPP 24,408)



[Name],\*

[Title]

## U.S. PLANT PATENT AND TRADEMARK LICENSE ("License")

DRAND FEARS				BRAND	PEARS
1. This royalty bearing License No for use with the PremP109 Cultivar trees pla			to the below ide ne United States (''Licensed		wer only
	Tree Count: 0; Loca				Number
*  2. The Associated International Group of trademark. Brandt's Fruit Trees, Inc., ("BFT licensee in the U.S. of all rights under U.S. I Brandt's grants to Grower a non-exclusive licensed the Licensed Pears only in the Dire subject to the requirement that Grower must us that meet a minimum of U.S. Fancy grade stamust be in the following formats, and Grower REDDY ROBINIM Brand	T") is the exclusive AIGN Plant Patent 24,408 (the '44 icense to grow and harvest pect Market Grower segment use the REDDY ROBIN <sup>TM</sup> tandards. Grower's use of the	nursery membe 08 Patent) protect pears from the Li t that includes lo trademarks with the REDDY ROB	or in the U.S. and is also the pring the PremP109 cultivary icensed Trees ("Licensed Perocal farmer's markets in Grall Licensed Pears that are part of the "Roman and "Roman and the "Roman and the "Roman and the "Roman and the "Roma	he exclusive plant pate ears") and to rower's controlled by	ve master ent rights. to market mmunity, y Grower
REDDY ROBIN™ Brand REDDY ROBIN™ Brand Pr REDDY ROBIN™ Brand Pr		Reddy Robin Brand Pears			
two part royalty comprising a tree royalty and pays directly to the licensed nursery that so directly to BFT. The fruit production royalty (\$1.00 USD) per tree per year, to be paid of production royalty once every seven years, Consumer Price Index, as reported by the U.S. 4. BFT has designated Proprietary Variety Mand PVM are authorized to: (1) Inspect, montrolled by Grower; (2) Inspect any public Obtain, review and copy all public and private of any Customs or Agriculture Department gother products. BFT and PVM agree that all of trademark quality control, verification of complex trademark quality control, verification of complex in the United States. Brandt's retains all at the United States are grand to the Improve the strength and commercial value Brandt's in that regard. Grower must not informer must not assign or transfer any right Trees are planted is transferred to a Subsequent present of this License to the Subsequent Prices are planted is transferred to a Subsequent flip in their own name.  6. Any failure by Grower, or any Subsequent Prices are planted is transferred to a Subsequent price, and destruction of trees, pears, and palaws of the State of Washington and the U.S. the Eastern District of Washington and hor the	and a continuing fruit product old Grower the Licensed Try begins in fourth year after on or before November 1, but not in excess of the try begins in fourth year after on or before November 1, but not in excess of the try begins in fourth year after on or before November 1, but not in excess of the try but not or private packing, storage, at the phytosanitary and shipping government agency of any coof Grower's information will inpliance with this License, at or export of any PremP10 mported or exported to or from the REDDY ROBIN <sup>TM</sup> trading right, title or interest in the except graph of this of the REDDY ROBIN <sup>TM</sup> fringe, or induce or contributents rights. Grower must not party obtains budwood outstunder this License, except quent Purchaser. Upon any Purchaser, who must then contributed the License, without notice, respectively and the License, without notice, respectively and the License, without notice, respectively and all parties consent to the Yakima County Superior Countries and all parties consent to the Yakima County Superior Countries and the product of the Purchaser of the Grower	ion royalty. The rees. Grower was a Grower has pure of each year for total accumulated, or other equival of verify compliant DNA samples for shipping facing documents (we country or privated by pears, or the use of the United Stemarks with Prese REDDY ROBI ense. Grower will be kept strictly in the United Stemarks with Prese REDDY ROBI ense. Grower will be propagate any the propagate any the propagate any the propagate and the personal juris court.	tree royalty is a one-time partial pay the continuing fruit urchased the Licensed Trees. BFT d changes over those sever lent unit or entity.  Ince with this License. Grow from all orchard properties lities where Grower's pears without redactions of any kine business that are related to confidential and used solely of legal rights, and pursuant se of the REDDY ROBINTM tradems. Grower must enter int mP109 pears that are import NTM trademark, and Growell not attack Brandt's title or must always act in good fiding complying with reason party's infringement, of the trees of the PremP109 variet table materials from Growe is interest in the land upon finterest in the land, Grow within thirty (30) days to of the trees and Licensed Pear the purchaser, to monetary of ademark laws. This License	ayment that a production is, and is of can adjust in years in wer agrees is owned, he are located in the proof of trademark to a separate and or exposer receives for ownershif aith to supproblem to the property, and must be a separated or exposer receives for ownershif aith to supproblem to the problem in a new tion, or control in the problem in the	at Grower on royalty one dollar the fruit the U.S. that BFT leased, or d; and (3) cossession is pears or irposes of rders. It with the teroyalty orted to or no rights nip of the pport and lests from ROBIN <sup>TM</sup> st take all leed Trees. Licensed rovide an will license indition of mediately injunctive ed by the
Brandt's Fruit Trees, LLC (BFT)	Proprietary Variety Managen	nent, LLC (PVM)			

By:\_\_\_\_\_ Kevin Brandt, Vice-President