

FPW International, LLC TRADEMARK USE AGREEMENT

FPW International, LLC ("FPW") owns or has the right to use many valuable trademarks and trade names, which identify and distinguish its products from those of other companies. For ease of reference, all such trademarks, trade names and associated artwork and logos are referred to as "trademarks". FPW International trademarks are well known and signify to our customers that they are buying quality, state-of-the-art products from a company with a reputation for innovation, dependability and integrity. FPW has spent considerable time, effort and money in the research, development, and promotion of these products and its trademarks. FPW trademarks are the most visible identifiers of these efforts.

In order to protect FPW business reputation and its good will in the marketplace, it is essential that FPW carefully monitors the use of its trademarks. Below, FPW outlines its policies with respect to its trademarks, which all resellers of FPW products must adhere to. These policies supplement FPW standard terms and conditions of sale, all of which may be modified by FPW from time to time.

Solely in connection with the sale or other distribution, promotion or advertising of FPW products, you may, on a non-exclusive, non-transferable basis, use FPW trademarks specified on Exhibit A attached hereto. You understand that you may use FPW trademarks only in accordance with FPW standards; specifications and instructions that are in place from time to time. From time to time FPW may inspect and monitor your use of its trademarks in order to insure compliance with FPW standards and policies. In order to protect FPW marks, you may not, without the prior written consent of FPW, amend or alter in any way the form, content or markings of any of the trademarks specified on Exhibit A.

You understand that your use of FPW trademarks in connection with the sale of FPW products does not mean you acquire any right, title or interest in FPW trademarks other than for the specific purpose of selling FPW products. You also understand that you may not use any of FPW trademarks as part of your corporate name, trade name or domain name or another identifier on the Internet or the worldwide web. Your use of FPW trademarks in conjunction with the sale of FPW products shall inure to and be for the sole benefit of FPW and you will not challenge FPW ownership or other rights with respect to its trademarks.

As FPW indicated above, FPW trademarks constitute one of its most valuable assets. As such, you must promptly notify FPW of any use by any third party of FPW trademarks or similar trademarks which could possibly constitute an infringement or create confusion in the marketplace with FPW trademarks. You agree to cooperate with FPW should FPW choose to initiate any action by FPW against any third parties who infringe. All expenses of a third-party infringement action shall be borne by FPW and all damages that may be awarded or agreed upon in such action shall accrue solely to FPW.

In the event you decide to stop selling FPW products or FPW determines it will no longer supply you with its products, you agree that you will remove and discontinue any use of any advertising material or any other designations containing any of FPW trademarks. In the event any of FPW trademarks are printed on any of your materials, you will immediately discontinue all uses and all written documentation, signage, etc. shall be promptly reprinted to remove any of FPW trademarks. You also agree that you immediately will discontinue any and all representations, direct or implied, that you are or were selling FPW products. You also agree that you will not adopt, use or register any words, phrases or symbols that are identical or confusingly similar to any of FPW trademarks.

FPW appreciates the consideration and support you have given FPW in selling its products. Your adherence to these trademark use policies will help our respective businesses continue to grow and prosper.

TRADEMARK USE POLICY IS ACKNOWLEDGED AND AGREED TO:

Company Name

Signature and Title

Date

