

## **SUNBRELLA BRAND LICENSE AGREEMENT**

BY CLICKING THE “ACCEPT” BUTTON OR ACCESSING, OBTAINING OR USING THE SUNBRELLA BRAND, ADVERTISER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF ADVERTISER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, ADVERTISER MUST CLICK THE “DECLINE” BUTTON. IF ADVERTISER CLICKS THE “DECLINE” BUTTON, ADVERTISER MAY NOT ACCESS, OBTAIN OR IN ANY WAY USE THE SUNBRELLA BRAND.

1.

For consideration received and subject to the terms and conditions of this Agreement, Glen Raven, Inc. (“Glen Raven” or “Licensor”) grants to Advertiser (“Licensee”) a limited, nonexclusive, nontransferrable, royalty-free license to use the SUNBRELLA Brand solely for the purpose of advertising and promoting Licensor’s SUNBRELLA Brand fabrics and/or finished products containing Licensor’s SUNBRELLA Brand fabrics as a featured ingredient or component.

2.

Licensee shall **a)** use only the images of the SUNBRELLA Brand provided to Licensee by Glen Raven through the link at Glen Raven’s [www.sunbrellaidentity.com](http://www.sunbrellaidentity.com) website; and **b)** shall use the SUNBRELLA Brand only in the manner specified in the SUNBRELLA Brand Guide and Graphics Standards Manual” (“Standards Manual”). Use of any images or graphics obtained from a source other than the link at Glen Raven’s [www.sunbrellaidentity.com](http://www.sunbrellaidentity.com) website or failure to use the SUNBRELLA Brand in conformance with the Standards Manual shall be grounds for immediate termination of this Agreement. Glen Raven reserves the right to modify or amend the Standards Manual from time to time.

3.

Licensee shall not use the SUNBRELLA Brand in reference to any product other than Licensor’s SUNBRELLA Brand fabrics or products featuring Licensor’s SUNBRELLA Brand fabrics as a featured ingredient or component.

4.

Licensee shall not combine the SUNBRELLA Brand with any other trademark, trade name, logo, wording, image or graphic, photo, slogan, number, design feature or symbol.

5.

Where the SUNBRELLA Brand is displayed in association with a finished product (such as, by way of example, furniture made using Licensor’s SUNBRELLA fabric), Licensee shall not use the SUNBRELLA Brand in a manner that could reasonably lead members of the public to believe that the SUNBRELLA name is the brand name of Licensee’s finished product. Licensee therefore shall display its company name, logo, trademark or brand name on or in

connection with a finished product or materials relating to a finished product. Exceptions may only be made as specifically permitted in a separate, written licensing agreement between Licensor and Licensee.

6.

In each publication or other item produced or caused to be produced by Licensee that includes the SUNBRELLA Brand, Licensee agrees to provide a specific trademark attribution using a <sup>TM</sup> or ®, as appropriate, and acknowledge Glen Raven as the owner of the SUNBRELLA Brand as detailed in the Standards Manual.

7.

Licensee shall not use SUNBRELLA in or as part of any Internet domain name, e-mail address or in the operation of any Internet web site. Licensee shall not use the SUNBRELLA Brand or any variation of the SUNBRELLA Brand or marks or names similar to the SUNBRELLA Brand in any manner not authorized by Licensor or as a trademark, service mark, trading name or in any corporate name, limited liability company name, partnership or other business name.

8.

Licensee agrees that all use of the SUNBRELLA Brand by Licensee shall inure directly and solely to the benefit of Glen Raven as the owner of the SUNBRELLA Brand and as Licensor.

9.

Licensee acknowledges that Licensee's use of the SUNBRELLA Brand will not create in it, nor will Licensee represent that it has, any right, title or interest in or to the SUNBRELLA Brand. Licensee further acknowledges that Glen Raven is the sole and lawful owner of the SUNBRELLA Brand and Licensee agrees that it will not **(a)** challenge or contest Glen Raven's rights, or in any way assist or abet others in challenging or contesting Glen Raven's rights, in and to the SUNBRELLA Brand or Glen Raven's right to license the SUNBRELLA Brand during the Term of this License or at any time thereafter; **(b)** apply to register or maintain any application for registration in any jurisdiction of the SUNBRELLA Brand or any other trademark, trade name, logo, wording or graphics confusingly similar to the SUNBRELLA Brand **(c)** use any colorable imitation of the SUNBRELLA Brand not specifically approved by Glen Raven; or **(d)** misuse the SUNBRELLA Brand, for example, without limitation, taking any action that would bring the SUNBRELLA Brand into public disrepute or taking any action that would tend to destroy or diminish the goodwill associated with the SUNBRELLA Brand, including use in a pornographic, defamatory, libelous, illegal, or in Glen Raven's sole discretion, inappropriate manner.

10.

Licensee agrees to maintain a standard of quality sufficient for purposes of this Agreement when using the SUNBRELLA Brand in connection with any product, packaging, promotion, signage, literature, advertising or other matter. Subject to the provisions of Paragraph 12, Glen Raven deems Licensee's level of product quality to be sufficient.

11.

Licensors shall supply Glen Raven, for Glen Raven's written approval (which shall not be unreasonably withheld), proofs, mock ups, or other representative specimens of products and marketing, advertising, promotion, and sales materials featuring the SUNBRELLA Brand at least ten (10) business days prior to use of said products or materials. Glen Raven will respond within five (5) business days of receipt of said product or materials, and failure to respond will be deemed approval. Glen Raven will approve, approve with changes, or deny any proposed use of the SUNBRELLA Brand. Glen Raven shall not be responsible for costs associated with required changes to any materials featuring the SUNBRELLA Brand, and it shall be Licensee's responsibility to submit approval requests in a timely manner. Following approval, Licensee shall be required to submit for approval those additional intended uses that differ from those previously approved.

12.

This License is not intended to create and shall not be interpreted or construed as creating a partnership, joint venture, agency, employment, master and servant or similar relationship between Licensee and Glen Raven.

13.

This Agreement is effective upon Licensee's acceptance as set forth herein and shall continue in full force until terminated. Licensee may terminate this Agreement for any reason upon thirty (30) days prior notice to Glen Raven. Glen Raven reserves the right, in its sole discretion and without notice, at any time and for any reason, to terminate this Agreement.

13.1

Upon the expiration or termination of this Agreement, the rights and license granted hereby to Licensee shall immediately terminate and Licensee shall immediately cease all use of the SUNBRELLA Brand and Licensee thereupon will return to Glen Raven at Licensee's expense all hardcopy materials displaying the SUNBRELLA Brand.

14.

Licensee agrees to indemnify, hold harmless and defend Glen Raven, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: **(a)** this Agreement; **(b)** Licensee's use of the SUNBRELLA Brand;

(c) any unacceptable use of the SUNBRELLA Brand, including, without limitation, any statement, data or content made, transmitted or republished by Licensee which is prohibited under Paragraph 9; (d) claims and actions for deceptive trade practices, unfair competition, unfair and deceptive advertising, breach of contract, negligent or tortuous representations or misrepresentations, product liability and injuries sustained by or allegedly caused by employees, agents or servants of Licensee.

15.

Glen Raven shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by delivering such amended terms to Licensee by email at the address provided to Glen Raven by Licensee. Licensee's use of the SUNBRELLA Brand after the date such amended terms are delivered to Licensee shall be deemed to constitute acceptance of such amended terms.

16.

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

17.

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

18.

All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. Licensee hereby consents to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

19.

This Agreement is made in and shall be governed by the laws of the State of North Carolina without reference to conflicts of laws.

20.

All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts residing in the cities of Burlington or Greensboro in the State of North Carolina. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state

courts residing in the cities of Burlington or Greensboro in the State of North Carolina. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts residing in the cities of Burlington or Greensboro in the State of North Carolina and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court residing in the cities of Burlington or Greensboro in the State of North Carolina.

21.

The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in Paragraph 20 pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of North Carolina.

22.

If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

23.

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to use of the SUNBRELLA Brand and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.

LICENSEE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS & CONDITIONS OF THIS AGREEMENT.