



LICENSE AGREEMENT

This license agreement (“License”) is entered into effective as of the ___ day of _____, 2___ by and between the American Brush Manufacturers Association, a Pennsylvania not-for-profit corporation (“Licensor”), having its principal office at 736 Main Ave, Suite 7, Durango, CO 81301 and _____, a _____ corporation having its principal offices at _____, (“Licensee”).

WHEREAS, the Licensor functions as a trade association for brush manufacturers, having members from the United States and other countries; and

WHEREAS, the Licensor, in conjunction with the American National Standards Institute, Inc., has developed and maintains standards for the manufacture and use of various power brushes, which standards have been certified as ANSI B165.1; and

WHEREAS, the Licensor has developed certain written safety information and usage recommendations for the use of power brushes, including reference to the above described ANSI standard, which are in a form appropriate for inclusion in product packaging (the “Safety Slip”), revised November 2010, which Safety Slip is copyrighted by the Licensor, an example of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Licensee is a manufacturer, seller, or distributor of power brushes; and

WHEREAS, Licensee does or intends to manufacture and distribute its products in conformance with ANSI B165.1 and desires to obtain license rights from Licensor under its copyright to sell and distribute its power brushes with the Safety Slip included in the packaging;

NOW THEREFORE, for and in consideration of the mutual agreements contained herein and the payments provided, the parties agree as follows:

1. The foregoing recitals are incorporated herein in this paragraph as if fully set forth.
2. On the terms and conditions set forth herein Licensor hereby grants to Licensee the right to use the Safety Slip and include the same in its packaging

AMERICAN BRUSH MANUFACTURERS ASSOCIATION
736 Main Ave, Suite 7 – Durango, CO 81301-5479
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for the sale and distribution of power brush products. By executing this License the Licensee certifies:

- a. That it has purchased ANSI B165.1.
<http://webstore.ansi.org/RecordDetail.aspx?sku=ANSI+B165.1-2010>
- b. That it will manufacture any product for which a safety slip is supplied in accordance with ANSI B165.1.
- c. That any products distributed by it but manufactured by others for which a safety slip is supplied has been manufactured in accordance with ANSI B165.1.
- d. That it will supply AMBA with its manufacturer's mark and will apply it to its products as specified in ANSI B165.1.
- e. That it will follow the rules and policies of the ABMA Safety and Standards Committee.

3. The license granted to Licensee hereunder is non-exclusive, and Licensor shall be free to itself grant others the right to use the Safety Slip.

4. Licensee shall pay to Licensor an amount of \$0.001 USD for each Safety Slip used. All payments shall be paid annually, based on a calendar year, on or before the last day of January following the end of each calendar year. Each payment shall be accompanied by Licensee's certification, signed by an officer of Licensee and on a form as attached hereto as Exhibit B, of the number of Safety Slips used during the prior year. A Safety Slip shall be deemed used if it is included with any product shipped by or on behalf of Licensee.

5. Licensee agrees that it will keep complete, true and accurate records of the use of Safety Slips. Licensee agrees that Licensor, or an accountant selected by Licensor, may inspect such records upon reasonable request.

6. Licensee acknowledges Licensor's ownership of the copyright. Neither the granting of this license nor the acceptance of payments by Licensor shall be deemed to be an approval of or acquiescence in Licensee's practices or manufacturing methods by Licensor. Licensor assumes no liability to Licensee or third parties with respect to the performance of any product manufactured, sold, or distributed by Licensee and Licensee shall indemnify and hold harmless Licensor for all claims of third persons arising out of the manufacture, sale, or distribution of products by Licensee.

7. This license shall remain in full force and effect for the duration of Licensor's copyright provided, however, either party shall have the right to terminate this Agreement and the license granted herein:

- a. In the event of a breach of the Agreement by the other party, including the non-payment of any amount due hereunder;
- b. Dissolution, insolvency or bankruptcy of a party whether voluntary or involuntary;
- c. Appointment of a trustee or receiver for a party; or

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d. For convenience upon 60 days written notice to the other. In such event Licensee shall pay all monies due to Licensor to the date of termination.

8. Any notice required to be given shall be deemed sufficiently given if mailed by registered or certified mail to the party to be notified at its address shown at the beginning of this Agreement, or at such other address as may be furnished in writing by such party to the notifying party.

9. This Agreement shall be interpreted in accordance with the internal laws of the State of Illinois, USA.

10. This Agreement is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements.

11. In the event a dispute shall arise between the parties from this Agreement, the prevailing party in any litigation resulting from such dispute shall be entitled to recover as part of the award its reasonable attorneys fees, costs, and related legal expenses.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof the parties have executed and delivered this Agreement as of the day and year first above written.

LICENSOR:
American Brush Manufacturers Association

By: _____
Executive Director

LICENSEE; _____

By: _____

Title: _____



EXHIBIT B

**CERTIFICATION OF USE OF ABMA
SAFETY SLIP**

The undersigned, _____, as
_____ of _____,
a Licensee of the American Brush Manufacturers Association (ABMA), hereby
certifies that for the calendar year 20__ Licensee has used _____ Safety Slips
pursuant to its Licensee Agreement with the ABMA, and that all products with
which the Safety Slip was packaged may be used in accordance with the ANSI
Standards referenced in the Safety Slip. Pursuant to the provisions of the
License Agreement with the ABMA there is due and enclosed herewith the sum
of \$_____ U.S. Licensee shall pay to Licensor an amount of
\$0.001 USD for each Safety Slip used.

IN WITNESS WHEREOF, I have executed this certification this _____ day
of _____, 20__.

Licensee: _____

By: _____

Title: _____