

TRADEMARK LICENSE AGREEMENT

Between:

BISAZZA S.p.A., with registered office at Viale Milano n 56, Alte di Montecchio (VI), Italy, hereinafter referred to as "Bisazza"

and

" _____", with registered office
at _____ street _____ n° _____ Vat
reg n° _____, in the person of owner/legal representative Mr
_____, hereinafter referred to as "the Client"

Whereas

- (a) Bisazza is a world leader in the manufacture and sale of glass mosaic and has registered the "Bisazza" mark, illustrated in annexe A) to the present agreement, which enjoys an international reputation and renown for the high standard of quality typifying the products it represents, hereinafter referred to as the "Mark";
 - (b) The Mark also embodies the identity of the Bisazza company;
 - (c) The Client is a regular purchaser of Bisazza products and, intending to promote the image of his business, is interested in displaying and utilizing the Mark with the end in view of operating publicly as a dealer in Bisazza products;
 - (d) Bisazza is willing to license the use of the Mark by the Client within the constraints and in the manner specified hereunder;
- the parties recognize the foregoing premises and accompanying annexes as constituting an integral part of the present agreement, which comprises

the following terms and conditions

Art. 1 Trademark license agreement

1.1 Bisazza licenses the Client to use the Mark, as identified by annexe A), in the preferred form of seven adhesive letters.

1.2 The Client will be free to use the Mark, displaying it internally of his business premises in such a way as to be seen by the public and/or applying it to informative or advertising material in such a way as to publicize his status as a dealer in Bisazza products.

1.3 The Mark must be displayed in a manner agreed with Bisazza and at all events in such a way as to preclude any damage to the reputation and image of Bisazza and ensure that the quality and the singular merits of Bisazza products will not be degraded, not least by inappropriate association.

1.4 The Client may not associate any other mark or emblem with the Mark, in any form of display or disclosure, and is expected to maintain the original graphic composition and logo.

Art. 2. Different ways of using the Mark – Communications

2.1 Should the Client wish to use the Mark in a manner other than that stated in article 1, Bisazza must receive a written request illustrating specifically how it is intended that the Mark would be used. In the absence of any reply from Bisazza within fifteen (15) days after receiving the enquiry, refusing permission or requesting changes to the illustrated use, the Client remains tacitly authorized to utilize the Mark as requested.

Art. 3. Duration of the agreement – Withdrawal

3.1 The present trademark license agreement is open-ended.

3.2 Bisazza shall be at liberty to withdraw from the present agreement at any time, at its own complete discretion and subject to no limitation, by informing the Client of any such intention in writing at least fifteen (15) days before the date on which the withdrawal will take effect.

3.3 In the event of Bisazza withdrawing the license, or indeed of the present agreement being terminated, the Client will no longer be entitled to utilize either the Mark or the illustrative, advertising and promotional material associated with the Mark.

3.4 On termination of the present agreement for whatever reason, the Client shall not be entitled to advance any claim of whatever nature against Bisazza.

Art. 4. Prohibition of transfer and voidance

4.1 The Client may not dispose of or transfer the present license to third parties for whatever reason.

4.2 The present license agreement will be invalidated, with no formal communication required, in the event of the Client's business being sold, leased or otherwise disposed of, or named in insolvency proceedings.

Art. 5. No burden

5.1 The present license agreement involves no payment of any fee or consideration either to Bisazza or to the Client.

5.2 Bisazza remains free to license any other dealer, trader or entrepreneur interested in using the Mark, subject to no personal or territorial constraints.

Art. 6. Applicable law and Jurisdiction

6.1 The present agreement is regulated by the laws of Italy.

6.2 Any dispute arising from the interpretation, application and/or implementation of the present agreement shall be submitted to the Court of Vicenza - Italy.

Montecchio Maggiore, date_____

The Client

Clauses 3, 4, 5 and 6 are specifically endorsed.

The Client