

TRADEMARK LICENSE AGREEMENT
Lipofoods No. P1855617

This Trademark License Agreement (this "Agreement") is made by and between Lipofoods S.L., indirectly a wholly-owned subsidiary of The Lubrizol Corporation, with offices at Isaac Peral, 17 Pol. Ind. Cami Ral; E-08850 GAVA (Barcelona) ("Lipofoods"), and IAFNETWORK SRL, Via Salvella II Traversa, 43 25038 Rovato Brescia Italy ("Licensee").

WHEREAS, Lipofoods is the owner of the trademark(s) listed on Exhibit A including the goodwill associated therewith, ("Trademark(s)") and Licensee desires to use Trademark(s) in connection with its products as defined herein, and

WHEREAS, Lipofoods desires to grant Licensee permission to use Trademark(s) subject to the terms and conditions of set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of License.

- 1.1. Subject to the terms, conditions, and restrictions of this Agreement, Lipofoods grants to Licensee a revocable, non-exclusive, non-sublicenseable, non-transferable limited right and permission to use the Trademark(s) in connection with Licensee's Products (as defined on Exhibit A) in order to identify that Licensee's Products contain ingredients purchased from Lipofoods identified by the Trademark(s) only on Materials (as defined in Exhibit A) distributed or sold only in the Territory (as defined in Exhibit A). No other right or license is granted by Lipofoods either express or implied, with respect to any other trademark, tradename or logo, or any other uses of Trademark(s).
- 1.2. The limited grant in section 1.1 is conditioned upon Licensee Products containing the ingredient identified by the Trademark(s) in Exhibit A which is purchased from Lipofoods.
- 1.3. Licensee grants to Lipofoods and its affiliates a limited, non-exclusive, perpetual right to use images and trademarks related to Licensee's Products in promoting Lipofoods's ingredients, without the right to grant sublicenses to third parties.

2. Ownership of the Trademark(s)

Licensee agrees and acknowledges that, as between Lipofoods and Licensee, Lipofoods is the owner and has all right, title and interest in and to the Trademark. Licensee further agrees and acknowledges that all goodwill associated with its use of the Trademark shall inure to the benefit of Lipofoods or its affiliates. Licensee acknowledges that its use of the Trademark(s) shall not establish in Licensee any right, title, or interest in Trademarks, and to the extent such right, title or interest is implied by law, Licensee agrees to promptly assign such right, title or interest to Lipofoods or its affiliates. Licensee further agrees that it has no rights in or to the Trademark(s) except as expressly authorized in this Agreement. Licensee shall not apply for trademark or internet domain registration of the Trademark(s) or any mark confusingly similar thereto, anywhere in the world.

3. Use of the Trademark and Media.

- 3.1. Except as set forth in this Agreement, Licensee shall not utilize Trademark(s) in any advertising or promotional materials without the express written pre-approval and permission of Lipofoods.
- 3.2. Licensee shall use Trademark(s) in the exact form and with the descriptor as demonstrated on Exhibit A, or as provided to Licensee by an authorized Lipofoods employee via electronic means. Licensee agrees it shall use Trademark(s) pursuant to guidelines provided by Lipofoods, which may be amended from time to time in Lipofoods's or its affiliates' discretion. Licensee further agrees to use the Trademark only in the form and manner and with the appropriate legends, as prescribed from time to time by Lipofoods or its affiliates.
- 3.3. The quality of Licensee's Products and Materials with which the Trademark(s) are used shall meet or exceed the quality of similar products and/or materials in Licensee's industry, and in no event shall be less than a reasonable standard of quality. Licensee agrees that Licensee's Products and Materials will be manufactured, sold, and distributed in accordance with all applicable laws and regulations.
- 3.4. Licensee agrees to allow Lipofoods to review Licensee's Products and Materials (including product packaging or ancillary materials) which include Trademark(s) prior to Licensee's use or distribution of Licensee's Products or Materials so that Lipofoods can ensure proper usage of Trademark(s).

Licensee agrees to cooperate with Lipofoods in facilitating Lipofoods's quality control by supplying Lipofoods with specimens/samples of Licensee's Products and Materials which include the Trademark, prior to any use or distribution of Licensee's Products or Materials.

- 3.5. During the term of this Agreement, Lipofoods shall have the right to inspect Licensee's Products and Materials to ensure compliance with this Agreement as well as to assess the consistency and quality of Licensee's Products and Materials themselves. Licensee agrees to cooperate with Lipofoods in facilitating Lipofoods's quality by supplying Lipofoods with specimens/samples of Licensee's Products and/or Materials including the Trademark, upon request by Lipofoods.
- 3.6. When requested by Lipofoods, Licensee will promptly provide information relating to its use of the Trademark(s), including specimens and proof of sales of Licensee's Products, execute all papers or documents deemed necessary by Lipofoods, and will perform any other acts necessary for the registration, application for, renewal of, and/or maintenance or other protection of Trademark(s) in Lipofoods's or its affiliates' name in any country of the world.
- 3.7. Licensee shall use the Trademark(s) in a manner that creates a separate and distinct impression from any other trademark that may be used by Licensee. Licensee shall not adopt any trade name, trademark, service mark, or designation that incorporates any Trademark(s) or any term that is confusingly similar to any Trademark(s).
- 3.8. Licensee agrees that Lipofoods shall have the right, for any reason, and, at all times during the term of this Agreement, to withdraw the license to use Trademark(s); and further, Lipofoods shall have the right, for any reason, and at all times during the term of this Agreement, to substitute a different Trademark under this Agreement.

4. Term and Termination.

- 4.1. The term of this Agreement shall be from the last signature date below ("Effective Date") and will continue for the time period specified on Exhibit A ("Term"). However, this Agreement may be terminated by either party giving fifteen (15) days prior written notice to the other party. In addition, this Agreement will automatically terminate as provided in 4.2 below.
- 4.2. In addition, at Lipofoods's discretion, this Agreement will immediately terminate on the occurrence of any of the following events:
 - (a) Liquidation, bankruptcy, or insolvency of Licensee;
 - (b) If either party's business or assets or any part thereof should be seized, confiscated or expropriated by judicial process or otherwise;
 - (c) A change of ownership of the control of Licensee, if unacceptable to Lipofoods;
 - (d) Licensee uses Trademark(s) in any manner or on any materials not authorized by this Agreement;
 - (e) Lipofoods determines that Licensee's use of Trademark(s) may be the subject of a claim of infringement, misuse or confusion with any third party trademark; and
 - (f) If Licensee violates any part of Lubrizol's Code of Ethics as set forth in Section 8.
- 4.3. Upon termination or expiration of this Agreement under Paragraph 4.1:
 - (a) Licensee will have two (2) months to dispose of or destroy the existing inventory of any Materials including Trademark; and
 - (b) Licensee will discontinue all use of Trademark(s) in any manner or form (except as specifically provided herein); and
 - (c) Upon request by Lipofoods or its affiliates, Licensee will assist Lipofoods to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Trademark(s) in Territory.
- 4.4. Upon termination of this Agreement under Paragraph 4.2, Licensee will immediately cease and thereafter refrain from all uses of Trademark(s), in any form, and upon request by Lipofoods or its affiliates, Licensee will assist Lipofoods to cancel, revoke or withdraw any Governmental registration or authorization permitting Licensee to use Lipofoods's Trademark in Territory.

5. Indemnification.

Licensee agrees that it shall indemnify, defend and hold Lipofoods and its affiliates harmless from and against any and all liabilities, claims, suits, actions, damages, losses, costs and expenses, including, but not limited to claims by third parties, and including reasonable attorney's fees incurred by Lipofoods or its affiliates resulting directly or indirectly, from the negligence or willful misconduct of the Licensee under this Agreement and for any third party claims resulting from product or marketing claims made by Licensee in connection with Licensee's Products.

6. Warranty.

Lipofoods warrants that it has right, title and interest in and to Trademark(s) in any jurisdiction where Trademark(s) are registered. No other warranties, expressed or implied, are made under this Agreement.

7. Limitation of Liability.

IN NO EVENT SHALL LIPOFOODS'S OR ITS AFFILIATES LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED \$1,000.00. LICENSEE SHALL IN NO EVENT BE ENTITLED TO, AND LIPOFOODS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

8. Ethics Policy.

When using the Trademark or performing any other activities under this Agreement, Licensee agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations and conduct its affairs in in a manner consistent with high moral and ethical standards. In addition, Licensee acknowledges that it and its employees who will be responsible for using the Trademark(s) have read, reviewed and will comply with Lubrizol's Code of Ethics located on Lubrizol's website at <https://www.lubrizol.com/Our-Company/About-Lubrizol/Ethics> when using the Trademark(s) or performing any other activities under this Agreement.

9. Assignment.

This Agreement is personal to Licensee. This Agreement or any rights hereunder may not be assigned in whole or in part by Licensee without prior written consent of Lipofoods.

10. Independent Contractor

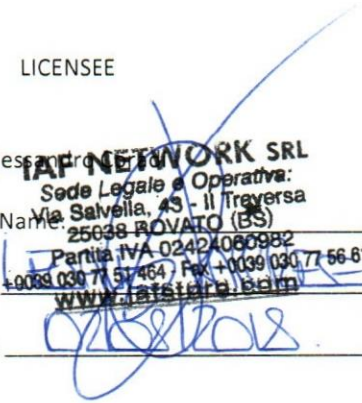
The parties hereto are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties hereto. Licensee shall not use the Trademark(s) in a manner that may be construed as creating an agency, partnership, franchise, or other form of joint enterprise between the parties.

11. Governing Law.

This Agreement shall be governed by and interpreted according to the laws of Ohio, United States of America, without reference to its rules or choice of laws.

LICENSEE

LIPOFOODS S.L. EAF

By: Alessia 
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 Date: 02/08/2018

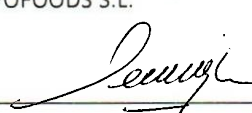
By: 
 Print Name: Jean Claude Deneuille
 Title: General Manager, Skin Essentials
 Date: 02-AUG-2018

EXHIBIT A


Trademark	Goods/Services
Lipofer™	Chemicals for use in the food industries; chemical substances for preserving foodstuffs Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

Territory:	<input checked="" type="checkbox"/> Worldwide <input type="checkbox"/> Individual Countries (Specify): _____ _____
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Licensee's Products	FERRO LIPOSOMIALE, LIPOSOMIAL IRON YAMAMOTO NUTRITION
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Materials:	<input checked="" type="checkbox"/> Packaging for Licensee Products <input checked="" type="checkbox"/> Licensee's Primary Website <input checked="" type="checkbox"/> Product Information Sheets <input type="checkbox"/> Trade Show Materials <input checked="" type="checkbox"/> Print advertising and marketing materials <input type="checkbox"/> Television/Radio Commercials <input type="checkbox"/> Academic/Research article (Specify Article Title, Publication, and Publication Date: _____) <input type="checkbox"/> Other: _____ _____
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Term:	5 years
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Examples of Proper Trademark Use:	LIPOFER™ Microcapsules
	

Required Trademark Legend	LIPOFER™ is a trademark of The Lubrizol Corporation or its affiliates.
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This Exhibit A may be amended from time to time by Lipofoods in its sole discretion.