

TRADEMARK SUBLICENSE AGREEMENT

THIS TRADEMARK SUBLICENSE AGREEMENT (this “Agreement”) dated as of [•] (the “Effective Date”) is by and between [•], a [•] (“Licensee”), and JS Chick’n LLC, a Delaware limited liability company (“Licensor” and together with Licensee, each from time to time in this Agreement referred to as a “Party” and collectively as the “Parties”).

SECTION 1

DEFINITIONS

1.1 “Authorized Distributor” shall mean any distributor of previously known to Licensor (as determined by Licensor) or any distributor determined by Licensee which has been disclosed to, and agreed to in writing by, Licensor.

1.2 “Licensed Channel” shall mean Licensee’s Retail Locations in the Territory serving ready-to-eat food for ultimate sale to and consumption by consumers.

1.3 “Licensed Marks” shall mean the trademarks set forth on **Exhibit A** hereto.

1.4 “Licensed Products” shall mean prepared, ready-to-eat food products made at least in part from Plant Based Proteins and offered under the Licensed Marks.

1.5 “Plant Based Proteins” shall mean plant-based meat (including, but not limited to, poultry and fish) analogs or substitutes, formed and textured pea-based and vegetable protein used as meat substitutes, formed and textured plant-based protein used as meat substitutes, soy-based protein seasoned and textured for use as meat substitutes, and other plant-based proteins purchased from an Authorized Distributor.

1.6 “Retail Location” shall mean the food-service locations offering prepared, ready-to-eat food in the Licensed Channel identified on **Exhibit B** hereto (as may be updated from time to time upon the written agreement of the Parties), regardless of whether such food-service location has a publicly visible physical presence.

1.7 The “Term” of this Agreement is defined in Section 6.1.

1.8 The “Territory” shall be the United States of America.

SECTION 2

GRANT OF LICENSE

2.1 License. Licensor hereby grants to Licensee, upon the terms and subject to the conditions set forth herein, the revocable, nonexclusive, personal, nontransferrable, non-sub-licensable right and license to use the Licensed Marks solely on and in connection with the offering, preparation, marketing, distribution, and sale of Licensed Products in the Licensed Channel within the Territory during the Term. For the avoidance of doubt, Licensee’s license

under the Licensed Marks to prepare Licensed Products does not permit the manufacture of Plant Based Proteins.

2.2 Use of Licensed Marks. Licensee agrees that all Licensed Products shall not at any time be “misbranded” or “adulterated” within the meaning of Food Safety Laws, or otherwise unlawfully used by Licensee, and Licensee shall use the Licensed Marks in accordance with sound trademark and trade name usage principles and shall not use the Licensed Marks in a manner which would tarnish, dilute, disparage, or reflect adversely on Licensor, the Licensed Marks, or the goodwill associated therewith.

2.3 Packaging. The design of all Product packaging bearing any of the Licensed Marks shall be subject to Licensor’s prior written approval, including, but not limited to, with respect to the style, appearance, and manner of use of the Licensed Marks. Licensee shall not need Licensor’s approval in the event that Licensee makes immaterial modifications to packaging for Licensed Products that have already been approved by Licensor.

2.4 Maintenance of Goodwill. Licensee shall not take any action or do anything to disparage the Licensed Marks or any Licensed Products either directly or through any affiliates, agents, servants, officers, directors, or employees. As between the Parties, Licensee’s use of the Licensed Marks and any goodwill generated from the use of the Licensed Marks by Licensee shall inure to the benefit of Licensor. Apart from this Agreement, Licensee shall hereafter neither acquire nor claim any right, title, or interest of any kind or nature whatsoever in or to the Licensed Marks or the goodwill associated therewith.

2.5 Licensor’s Exercise of Approval Rights; Intellectual Property Rights. Licensee may advertise the Licensed Products using the Licensed Marks; provided, however, in the event that Licensor objects to any such advertising on the basis that it is in any way objectionable to Licensor in Licensor’s reasonable discretion, then Licensee shall immediately discontinue any such advertisements and, for a period of three (3) months thereafter, all additional advertising by Licensee shall require Licensor’s prior approval.

SECTION 3

QUALITY CONTROL

3.1 Quality Standards. Licensee shall use commercially reasonable efforts to ensure that the Licensed Products prepared, distributed, and sold by Licensee under the Licensed Marks will be of high quality. Licensee shall apply quality and quality assurance standards to the preparation, distribution, and sale of the Licensed Products that are substantially consistent with those standards that Licensee applies to its or its affiliates’ own ready-to-eat food products. To ensure that the Licensed Products offered under the Licensed Marks are consistent with the requirements of this Agreement, Licensee will:

- (a) only prepare, distribute, and sell Licensed Products using Plant Based Proteins purchased from an Authorized Distributor under the Licensed Marks, using commercially reasonable efforts to ensure such Meat Substitute has not passed its “use by” or “sell by” date at the time of delivery to the end-consumer;

(b) permit Licensor or its representatives, upon reasonable notice and no more than two (2) times per calendar year, to visit any Retail Location controlled by or operated on behalf of Licensee where the Licensed Products are being prepared, packaged, stored, or distributed, during regular business hours, for the purpose of inspecting food preparation and distribution practices and of determining Licensee's (or any of its agent's) maintenance of sanitary and healthful conditions and standards of quality in connection with the storage, preparation, and sale of the Licensed Products. During such inspections, Licensor shall have the right to collect reasonable quantities of samples for purposes of inspection or analysis which Licensor may deem appropriate subject to reimbursing Licensee (or Licensee's agents, as applicable) for the costs of such samples;

(c) take commercially reasonable steps consistent with its existing policies to ensure that all Licensed Products sold to the end consumer remain fresh and wholesome and, to achieve this end, use commercially reasonable efforts consistent with its existing policies to refrain from selling and from permitting to remain available for sale, damaged, spoiled, stale, past "sell-by" or "use by" dates, or otherwise inferior Licensed Products;

(d) ensure that all Licensed Products sold to the end-consumer are stored, prepared, and sold in compliance with all applicable laws and regulations now or hereafter in effect, and any reasonable standards now or hereafter implemented by Licensor and communicated to Licensee in writing pursuant to this Agreement; and

(e) keep complete records for a period consistent with Licensee's normal retention practices, regarding the quantity and quality of the Licensed Products and sold and distributed by Licensee and permit Licensor's agents to have access to such records during regular business hours, upon reasonable notice and no more than two (2) times for any single location in a calendar year. Any audit shall be conducted during regular business hours, and in a manner designed to minimize disruption to Licensee's normal business activities.

3.2 Consumer Complaints. Licensee shall use efforts consistent with Licensee's customary policies and practices with respect to Licensee's own products and services to solicit and resolve complaints and inquiries related to the Licensed Products. Licensor shall promptly notify Licensee of any end-customer complaints made to Licensor that involve claims of violation of Food Safety Laws or adverse health effects, contamination, or "adulteration" (within the meaning of Food Safety Laws) of the Licensed Products. With respect to other end-customer complaints relating to the Licensed Products that are made to Licensor, Licensor shall be entitled, in addition to any measures taken by Licensor at its own expense, to cause Licensee to take all necessary and/or appropriate steps, consistent with Licensee's policies for resolving such consumer complaints relating to its food products sold under its own marks. Licensee shall promptly notify Licensor of any serious consumer or product quality complaints or other issues in relation to the Licensed Products coming to Licensee's attention.

3.3 Legends and Notices. Licensee shall use, in connection with the Licensed Marks, such legends, markings, and notices as Licensor may reasonably specify in writing from time to time, to indicate registration or trademark status. Notwithstanding the foregoing, Licensee acknowledges and agrees that all and every use of all iterations of the Licensed Marks used in the

United States of America shall include the symbol “™” or “®”, as set forth on Exhibit A (which may be amended and supplemented from time to time).

SECTION 4

WARRANTIES

4.1 Mutual. Each Party warrants to the other Party that (a) it has all requisite company power to consummate the transactions contemplated hereby; (b) this Agreement constitutes the valid and binding agreement, enforceable against such Party in accordance with its terms; and (c) the execution, delivery, and performance of this Agreement does not and will not conflict with or constitute a breach of any agreement or instrument to which it is a party or is otherwise bound. The Parties further acknowledge and agree, notwithstanding use of the terms “Licensor” and “Licensee” herein, that Licensor is sublicensing the Licensed Marks to Licensee, and that Licensee is receiving a sublicense of the Licensed Marks from Licensor. Each Party makes no other representations or warranties except as expressly set forth herein.

4.2 By Licensor. Licensor represents and warrants that it (a) has the right to use and to sublicense the Licensed Marks as herein provided to Licensee, (b) has all requisite authority to enter into and perform its obligations under this Agreement, and (c) knows of no allegations that its use or sublicensing of the Licensed Marks to Licensee would infringe or violate the rights of any third party.

SECTION 5

INDEMNIFICATION.

5.1 By Licensee. Other than an Excluded Licensee Action (defined below), Licensee will defend or settle, in its discretion, any claim, suit, Action, or other proceeding brought by a third-party against Licensor Indemnity based upon (a) Licensee’s breach of any representation, warranty, covenant, or obligation under this Agreement; or (b) any product liability claims and/or any other Actions involving Licensed Products; or (c) any claim against Licensor brought by any person injured or affected by the activities of Licensee (or any agent or franchisee or other person acting under contract with Licensee pertaining to such agent or franchisee or other person’s activities) pursuant to this Agreement (each of Section 5.1(a), (b) and (c), an “Action Against Licensor”), and will indemnify and defend Licensor, The Skinny Butcher, LLC, The Skinny Butcher Restaurant Group, LLC, and Wow Bao LLC and each of their directors, officers, agents, employees, members, sub-licensors, contractors, subsidiaries, and successors in interest (“Licensor Indemnitees”) from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees (“Losses”) awarded against a Licensor Indemnatee as a result of the Action Against Licensor. Licensor shall promptly notify Licensee in writing of any Action Against Licensor and cooperate with Licensee in defending such Action at Licensee’s sole cost and expense. As used in this Section 5.1, an “Excluded Licensee Action” means any Action Against Licensor alleging that the Licensed Marks as used by Licensee (or any entity acting on Licensee’s behalf) in accordance with this Agreement infringe a third party’s proprietary rights. Licensee shall immediately take control of the defense and investigation of the claim (but not any Excluded Licensee Action) and shall employ appropriately experienced counsel to handle and

defend the claim, at Licensee's sole cost and expense. Licensee shall not settle any claim in a manner that adversely affects the rights of any Licensor Indemnitee without the prior written consent of such Licensor Indemnitee. Licensor's failure to perform any obligations under this Section 5.1 shall not relieve Licensee of its obligations hereunder except to the extent that Licensee can demonstrate that it has been materially prejudiced as a result of the failure. The Licensor Indemnitees may participate in and observe the proceedings at their own cost and expense with counsel of its own choosing. For avoidance of doubt, nothing in this Section 5.1 shall limit the available rights and remedies of any Licensor Indemnitee against Licensee for Losses incurred by any Licensor Indemnitees on account of any breach of or default under this Agreement by Licensee.

5.2 By Licensor. Licensor (or another Licensor Indemnity, as applicable) will defend or settle, in its discretion, any claim, suit, action, or other proceeding brought by a third party (other than a Licensor Indemnitee) against Licensee to the extent such alleges that the Licensed Marks as used by Licensee (or any entity acting on Licensee's behalf) in accordance with this Agreement infringe a third party's proprietary rights (an "Action Against Licensee" and collectively with any Action Against Licensor, an "Action"), and will indemnify Licensee along with its directors, officers, agents, affiliates, employees, members, subsidiaries, and successors in interest ("Licensee Indemnitees") from and against any Losses awarded against a Licensee Indemnitee as a result of the Action Against Licensee. Licensee shall promptly notify Licensor in writing of any Action Against Licensee and cooperate with Licensor at Licensor's sole cost and expense. Licensor (or another Licensor Indemnitee) shall immediately take control of the defense and investigation of the claim and shall employ appropriately experienced counsel to handle and defend the claim, at Licensor's sole cost and expense. Licensor shall not settle any claim in a manner that adversely affects the rights of Licensee without Licensee's prior written consent. Licensee's failure to perform any obligations under this Section 5.2 shall not relieve Licensor of its obligations hereunder except to the extent that Licensor can demonstrate that it has been materially prejudiced as a result of the failure. Licensee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

5.3 Consequential Damages. Except with respect to the indemnity obligations set forth in this Section 5, neither Party will be liable to the other Party under this Agreement, whether based on an Action or claim in contract, equity, negligence, tort or otherwise, for any damages that are indirect, incidental, special, expectation, consequential, exemplary or punitive damages (including any loss of goodwill, loss of business, loss of revenue, loss of profits, diminution in value, or lost opportunity costs) arising out of or relating to a breach of this Agreement.

SECTION 6

TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Effective Date and continue in perpetuity unless terminated pursuant to the terms of this Agreement (the "Term").

6.2 Termination without Cause.

(a) Mutual Agreement. This Agreement may be terminated at any time upon the Parties' mutual written consent to such termination.

(b) Termination for Convenience. Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

6.3 Termination for Cause.

(a) Breach. In the event that either Party has committed a breach of this Agreement, which it has not cured within ten (10) days after receiving written notice identifying the breach, the other Party shall have the right to terminate this Agreement for cause.

(b) Termination for Bankruptcy. Either Party may terminate this Agreement on written notice to the other Party on the commencement by or against a Party of any proceeding in bankruptcy, or similar law, seeking reorganization, liquidation, dissolution, arrangement, readjustment, discharge of debt, or seeking the appointment of a receiver, trustee, or custodian of all or any substantial part of such Party's property, or such Party's making of an assignment for the benefit of creditors, or such Party's acknowledgment of its insolvency or inability to pay debts, or the commencement of involuntary bankruptcy proceedings against such Party, except where any of the foregoing are commenced by third parties and are dismissed within ninety (90) days thereafter.

6.4 Effect of Termination. Upon termination of this Agreement for any reason, Licensee shall immediately cease selling Licensed Products and stop all use of the Licensed Marks, and all rights granted to Licensee hereunder shall terminate. Licensee's indemnification obligations shall survive termination. For the avoidance of doubt, upon termination of this Agreement for any reason, Licensee shall be solely responsible for the effect of such termination asserted by any Authorized Distributor including, but not limited to, with respect to unused inventory, any negative impact from lost business, or any other repercussions to such termination. and Licensee hereby indemnifies Licensor in connection therewith (including with respect to claims made by such Authorized Distributors).

SECTION 7

MISCELLANEOUS

7.1 Force Majeure. Neither Party shall be liable for any delay or default in the performance of this Agreement to the extent that such delay or default results from a Force Majeure Event. If any such delay or default shall continue beyond a reasonable time under the circumstances of such event so that the purposes of this Agreement are frustrated or rendered moot, either Party may terminate this Agreement upon written notice to the other Party. "Force Majeure Event" shall mean any fire, earthquake, flood, or other casualty or accident; strikes or labor disputes not intentionally caused by the acts or omissions of the Party claiming the occurrence of a Force Majeure Event; war, acts of terrorism, civil strife, riot, or other violence; any law, order, proclamation, regulation, ordinance, action, demand, or requirement of any government agency or utility, or condemnation; any pandemic, epidemic, or quarantine, and governmental laws, orders, or other directives having the force of law issued on account of any such events; any cyberattack; and/or any other act or condition beyond the reasonable control of the Party or Parties affected thereby.

7.2 Further Assurances. Each Party shall, upon the reasonable request of the other Party, at its sole cost and expense, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

7.3 Assignment. Licensee shall not assign or delegate any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, except with the prior written consent of Licensor. Licensor may assign or delegate its rights under this Agreement upon written notice to Licensee. Any purported assignment of rights or delegation of performance in violation of this Section 7.3 is void. This Agreement shall be binding on each Party's successors and assignees.

7.4 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois. All issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. Any proceeding seeking specific performance of or other equitable relief with respect to any provision of, or based on any right arising out of, this Agreement may be brought against either of the Parties only in the courts of the State of Illinois, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such proceeding, and waives any objection to venue laid therein.

7.5 Dispute Resolution.

(a) Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be determined by arbitration (except for an action for specific performance as provided in Section 7.7 below) in Chicago, Illinois before a single arbitrator. Notwithstanding the foregoing, a suit for specific performance or equitable may be brought in the state or federal courts sitting in Chicago, Illinois and the Parties waive any objection to the jurisdiction of such courts.

(b) Both Parties will use their good-faith reasonable efforts to resolve any dispute between them informally and as soon as reasonably practicable. If any such dispute is not resolved informally within a period of ten (10) days, then an officer of each Party will meet at a mutually agreeable place and time in an attempt to resolve the dispute.

(c) If the officers of the Parties are unable to resolve the dispute as provided above within a period of thirty (30) days, the dispute may be submitted by either Party to binding arbitration in Chicago, Illinois under the auspices of the American Arbitration Association pursuant to its Commercial Arbitration Rules in effect at the time of such dispute. Such dispute shall be settled by a single arbitrator appointed in accordance with said rules. The appointing authority shall be the American Arbitration Association. The Parties shall share the fees and costs of the arbitrator.

(d) The determination of the arbitrator shall be final and binding upon the Parties to the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

7.6 WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7.7 Specific Performance. Each Party recognizes that if it refuses to perform its obligations under the provisions of this Agreement, monetary damages alone may not be adequate to compensate the other Party for its injury. The Parties shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any Action is brought by a Party to specifically enforce this Agreement, the other Party shall waive the defense that there is an adequate remedy at law and the complaining or counter-complaining Party shall not be required to pay or post any bond, and there shall be no need to prove actual damages in connection with any such equitable relief.

7.8 No Agency. The relationship of the Parties established by this Agreement shall for all purposes of this Agreement be that of “independent contractors” as such term is customarily defined in law. Nothing in this Agreement shall constitute or be deemed to constitute an agency, partnership employee, or joint venture relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

7.9 Amendment; No Waiver. Except as specifically set forth in this Agreement, this Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.10 Interpretation and Certain Definitions. For purposes of this Agreement: (a) any reference to a law shall include any amendment, modification, or supplement thereof or any successor thereto and any rules and regulations promulgated thereunder and any reference to an agreement or instrument shall include any amendment, modification, or supplement thereof; (b) “Food Safety Laws” shall mean any applicable law (including common law), license, registration, certification, permit, or contract relating to or imposing liability or standards of conduct with respect to food safety or quality, industrial hygiene, or the production, preparation, packaging, labeling, transportation, distribution, sale, or marketing of food and related products; (c) the term “including” means “including, without limitation”; (d) the use of “or” is not intended to be exclusive; (e) to the extent the term “day” or “days” is used (as opposed to “business day” or “business days”), it means calendar days; (f) no provision of this Agreement will be interpreted in favor of, or against, either of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision

is inconsistent with any prior draft hereof; (g) all monetary figures shall be in United States dollars; and (h) the term “person” shall mean any individual, sole proprietorship, partnership, corporation, limited liability company, joint venture, unincorporated society or association, trust, or other entity or governmental entity.

7.11 Notices. All notices, demands, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been received when: (a) delivered to the appropriate address by hand; or (b) delivered by nationally recognized overnight courier service (costs prepaid); or (c) sent by e-mail; or (d) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses (or to such other address or e-mail address as either may designate by notice to the other Party).

Licensor:

JS Chick’n LLC
875 North Michigan Ave., Suite 3214
Chicago, IL 60611
Attention: Jonathan K. Shulkin
E-mail address:
jshulkin@valorep.com

Licensee:

[•]

7.12 Complete Agreement. This Agreement and the Supply Agreement constitute the entire agreement of the Parties and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing.

7.13 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then the Parties hereby instruct such court to modify such provision to the minimum extent necessary to make it valid, legal, and enforceable. In the event such court is unwilling or unable to so modify, such provision shall be severed from this Agreement. In any and all events, the remaining provisions of this Agreement shall remain in full force and effect.

7.14 Section Headings. Section headings used in this Agreement are for convenience of reference only, and shall not enter into the interpretation of this Agreement.

7.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.16 Confidentiality. Each Party that receives or obtains Confidential Information (“Receiving Party”) from another Party or any of its affiliates or subsidiaries (“Disclosing Party”) as a result of the transactions contemplated by this Agreement shall treat such Confidential Information as confidential, shall use such Confidential Information only for the purposes of performing or giving effect to this Agreement, shall not disclose or use any such Confidential Information except to fulfill its obligations under this Agreement, and shall take all necessary steps

to ensure that its directors, officers, employees, agents, and representatives do not disclose or use any such Confidential Information in violation hereof. The foregoing obligations of the prior sentence shall not prohibit the disclosure or use of any Confidential Information if and to the extent (a) the disclosure or use is required by applicable law or for the purpose of any judicial or administrative proceedings (provided that, to the extent practicable and permitted by applicable law, prior to such disclosure or use, the Receiving Party shall (i) promptly notify the Disclosing Party of such requirement and provide the Disclosing Party with a description of the Confidential Information to be disclosed (unless the provision of such notice is not permissible under applicable law) and (ii) reasonably cooperate in obtaining, at the expense of the Disclosing Party, a protective order covering, or confidential treatment for, such Confidential Information); (b) the disclosure is to any governmental authority having jurisdiction over the Receiving Party in connection with supervisory discussions with, and examinations by, such governmental authority; (c) the Confidential Information is or becomes generally available to the public (other than as a result of an unauthorized disclosure, whether direct or indirect, by the Receiving Party); provided that there is written evidence of the public availability of such Confidential Information; (d) the Confidential Information is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party (provided that, such sources are not known by the Receiving Party to be subject to or in breach of another confidentiality obligation; and provided, further, that there is evidence in the Receiving Party's written records of the source of such Confidential Information); or (e) the disclosure or use of such Confidential Information is made with the Disclosing Party's prior written approval. Each Party's Confidential Information shall remain the property of that Party. Each Party shall use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of any other Party it employs to avoid unauthorized disclosure, publication, or dissemination of its own information of a similar nature. Upon termination of this Agreement, the Receiving Party agrees to return all of the other Party's Confidential Information in its possession, custody, and control. In lieu of returning such information, the Receiving Party may, with approval of the Disclosing Party, provide the Disclosing Party with a written certification that any and all such Confidential Information has been destroyed or otherwise rendered permanently inaccessible, unreadable, or unavailable. Notwithstanding the foregoing, the Receiving Party may, following termination of this Agreement, retain copies of such Confidential Information in connection with any bona fide internal record keeping requirement or for any legal or regulatory purpose provided that it does so in accordance with the terms and conditions hereof for the duration of such retention. "Confidential Information" means any and all information of, related to, or concerning the Party or any of its affiliates or subsidiaries disclosing such information to another Party or any other Party's respective affiliates or subsidiaries, whether disclosed on or prior to the Effective Date, and whether disclosed in oral, written, electronic, or optical form, including (A) any information relating to the business, financial, or other affairs (including future plans, financial targets, trade secrets, and know-how) of the Disclosing Party or such Party's affiliates or subsidiaries or (B) any information of the Disclosing Party or such Party's affiliates or subsidiaries provided in a manner which reasonably indicates the confidential or proprietary nature of such information or otherwise is labeled "confidential." Licensee agrees and acknowledges that Licensor may share Licensee's Confidential Information with The Skinny Butcher, LLC, The Skinny Butcher Restaurant Group, LLC, and Wow Bao LLC so long as such entities agree to maintain the confidentiality of such Confidential Information as set forth herein.

7.17 Construction. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.” The remedies under this Agreement are cumulative. The Parties acknowledge that this Agreement has been the subject of negotiations and shall not be construed against either Party.

7.18 Third-Party Beneficiaries. The Skinny Butcher, LLC, The Skinny Butcher Restaurant Group, LLC, and Wow Bao LLC are each intended third-party beneficiaries of this Agreement and entitled to the rights and benefits of Licensor hereunder and may enforce the provisions hereof as if each were a direct party to this Agreement, *nunc pro tunc*.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark Sublicense Agreement

IN WITNESS WHEREOF, the Parties have caused this Trademark Sublicense Agreement to be executed as of the date first written above.

LICENSOR:

JS CHICK'N LLC

By: _____
Name: Geoff Alexander
Title: Chief Executive Officer and President

LICENSEE:




[•]

By: _____
Name: [•]
Title: [•]

EXHIBIT A

LICENSED MARKS

1. Registered Marks.

<u>MARK</u>	<u>U.S. TRADEMARK REG. NO.</u>	<u>INT'L CLASS</u>
	Reg. No. 6,325,215	029
	Reg. No. 6,325,212	029
	Reg. No. 6,225,612	029
EARTH-FRIENDLY, BUTCHER APPROVED!	Reg. No. 6,225,604	029
SKINNY BUTCHER	Reg. No. 6,225,497	029

2. Applied-for Marks.

<u>MARK</u>	<u>U.S. TRADEMARK APP. SER. NO.</u>	<u>INT'L CLASS</u>
CRAZY CRISPY	App. Ser. No. 97/167,592	029, 043
SKINNY BUTCHER	App. Ser. No. 97/167,593	043

EXHIBIT A

LICENSED MARKS





<u>MARK</u>	<u>U.S. TRADEMARK APP. SER. NO.</u>	<u>INT'L CLASS</u>
EARTH-FRIENDLY, BUTCHER APPROVED!	App. Ser. No. 97/167,599	043
WINKING BUTCHER	App. Ser. No. 97/167,603	043
THE WINKING BUTCHER	App. Ser. No. 90/840,551	029
 Trademark image	App. Ser. No. 97/167,605	043
 Trademark image	App. Ser. No. 97/167,621	043
 Trademark image	App. Ser. No. 97/167,607	043
PLANT POWERED	App. Ser. No. 97/167,610	029, 043
 Trademark image	App. Ser. No. 97/168,617	043

EXHIBIT B

RETAIL LOCATIONS

For each location, the operator (or public-facing brand name) and physical address must be listed. This Exhibit may be amended to add additional locations only upon the written agreement of the parties.

<u>OPERATOR</u>	<u>PHYSICAL ADDRESS</u>

IN WITNESS WHEREOF, the Parties have caused this Exhibit B to the Trademark Sublicense Agreement by and between the Parties to be executed as of [•].

LICENSOR:

JS CHICK’N LLC

By: _____
Name: Geoff Alexander
Title: Chief Executive Officer and President

LICENSEE:

[•]

By: _____
Name: [•]
Title: [•]