

Nature's Ninja Promotions Program

Nature's Ninja is a character trademarked exclusively by the National Onion Association, Trademark No. 6,055,097 and registered on May 12, 2020.

Only members of the National Onion Association may use Nature's Ninja artwork for promotions program through labels, product packaging, and through print, digital and social media marketing.

The character, and its associated marketing messaging and materials, is available for use by members of the National Onion Association for an annual fee of \$250 (amount subject to annual review by the NOA). Use of the character on packaging labels will be charged an extra \$2.50 per 1,000 labels, or 1 cent per bag of onions for 10lb, 5lb, 3lb and 2lb, to be collected by suppliers, with funds being distributed directly to the NOA.

This program is available to members who can certify/verify they are in compliance with food safety guidelines, and whose product is grown and packaged in the USA.

All artwork will be provided by the NOA, and it will only be given upon the requesting member sign this agreement for use and payment of annual fee. Artwork may not be altered, and all packaging and labels must be approved for use by the National Onion Association prior to distribution.

The NOA will annually recognize members' use and annual spending on the Nature's Ninja program at its annual meetings to honor their commitment and support of the National Onion Association to its membership.

This agreement is subject to change with annual reviews by the NOA promotions and executive committees.

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TRADEMARK LICENSE AGREEMENT

NATURE'S NINJA



This document is a simple, check the box style trademark license agreement that will grant your business the ability to use the NATURE'S NINJA trademark.

Business or Self Proprietor Name _____

Street Address _____

City, State, Zip _____

Telephone _____

Email _____

Eligibility:

- This mark must be used solely in association with the sale of fresh or cured onions.
- The mark may only be used by members in good standing of the National Onion Association.
- All marketing collateral, such as stickering, labeling, and product packaging that bear the mark must be purchased through the National Onion Association. Please call (970) 353-5895 sign up and purchase materials.

The current document serves as a limited, non-exclusive, non-assignable, revocable "trademark license agreement" between the applicant and the National Onion Association, the national administrator of the NATURE'S NINJA Trademark Program. The National Onion Association is the lawful registered owner of the NATURE'S NINJA Trademark, United States Patent and Trademark Office Registration Number 6055097. Certification under the NATURE'S NINJA Trademark Program will be available for eligible NOA members. The terms of this Agreement commence once the National Onion Association receives a signed copy of this agreement or an electronic acknowledgment stating that the applicant agrees to be bound by these terms.

By signing this document, the applicant agrees to use the NATURE'S NINJA Trademark Program trademark only in conjunction with retail and wholesale packages of fresh or cured onions. Program members are prohibited from using the mark on other goods or services. Applicant agrees not to alter the NATURE'S NINJA trademark that appears in the attached sheet, however special consideration for alteration may be granted by National Onion Association upon request. Applicant agrees that the NATURE'S NINJA Trademark Program mark will not be used in a way that will be detrimental or derogatory to any individual, product, business entity, organization, or agency of government.

The right to use the NATURE'S NINJA Trademark Program mark is personal to each program member and may not be assigned or transferred to any other individual or entity without prior written consent of the National Onion Association. This Agreement shall continue until terminated by written notice from the National Onion Association or when a program member notifies the National Onion Association that they intend to withdraw from the program. Termination of the agreement shall not affect any rights or remedies of the National Onion Association for any breach of the agreement by a program member. Permission to use the NATURE'S NINJA Trademark Program mark may be denied or revoked at any time by the National Onion Association.

The National Onion Association is in no way liable for, nor does the National Onion Association guarantee products using this mark. The NATURE'S NINJA Trademark Program mark serves only as a promotion vehicle for the commercial sale of packaged onions. Applicant agrees to allow visits to production and/or processing facilities to verify compliance with guidelines established by the National Onion Association. As a precondition of use of the Trademark, licensed users may only purchase marketing collateral through the National Onion Association or its designated suppliers.

Cost of marketing materials are subject to change and are posted with regular updates on the National Onion Association website¹. If an applicant provides the National Onion Association with any photographs, videos, or stories about their farm, the applicant hereby authorizes the National Onion Association to use those materials, including the Licensee's image and likeness, to promote the nonprofit activity of the National Onion Association or the NATURE'S NINJA Trademark Program.

By issuance of a signature below, you - the applicant - express your willingness to be bound by the terms of this trademark license agreement. Furthermore, you agree to release and hold harmless the National Onion Association, its successors and assigns, and its directors, officers, employees, and agents from all claims, demands, damages, losses, charges and causes of action arising or resulting from my participation in the NATURE'S NINJA Trademark Program.

Name

Date
