

Trademark License Agreement

between

AlzChem AG

Dr.-Albert-Frank-Str. 32
83308 Trostberg
Germany

(- hereinafter referred to as "LICENSOR" -)

and

IAF Network srl

Via Salvella II Traversa, 43
25038 Rovato Brescia
Italy

(- hereinafter referred to as "LICENSEE" -)

Preamble

WHEREAS, LICENSOR is owner and unlimited user of the trademark families Creapure® and Creapure (logo)® which are filed or registered in the countries according to Annex 1.

WHEREAS, LICENSOR is patentee of certain patents that protect methods for the manufacture of Creatine(-monohydrate).

WHEREAS, LICENSEE is manufacturer and distributor of dietary supplements for sports men and other persons that intend to increase their body muscle mass by an intake of Creatine(-monohydrate).

WHEREAS, with regard to TRADEMARK LICENSEE intends to take a license from LICENSOR and LICENSOR is willing to grant such license to LICENSEE.

NOW, THEREFORE, LICENSOR and LICENSEE agree as follows:



§ 1 Definitions

"LICENSED MARKET" covers the use of TRADEMARK in the context of dietary and food supplements, which are used to support an increase of lean body mass or to build muscle mass or to improve athletic performance and endurance in sports. Not comprised is the marketing and sale of such products either as cosmetic or as pharmaceutical product.

"LICENSEE-PRODUCT" means any product of LICENSEE including, consisting of or comprising PRODUCT.

"PRODUCT" means compounds and/or products consisting of or comprising creatine-monohydrate, each of them provided by LICENSOR.

"SUBLICENSE" means any license, that LICENSEE intends to grant or grants to THIRD PARTIES and that authorizes THIRD PARTY to use TRADEMARK within LICENSED MARKET.

"TRADEMARK" means the trademark families Creapure® and Creapure (logo)® according to Annex 1.

"THIRD PARTY" means any legal person that is authorized by LICENSEE to use TRADEMARK under SUBLICENSE.

§ 2 LICENSE

- (1) LICENSOR grants LICENSEE for the term of this Agreement a non-exclusive and non-transferable license to use the TRADEMARK. This use is limited to PRODUCT and LICENSEE-PRODUCT and its promotion, advertisement and sale pursuant to the terms of this Agreement.
- (2) LICENSEE agrees to exclusively obtain PRODUCT from LICENSOR or from authorized Distributor of LICENSOR or from Contract Manufacturer who is supplied with PRODUCT from LICENSOR or authorized Distributor of LICENSOR.
- (3) LICENSEE agrees to use the TRADEMARK only in connection with LICENSEE-PRODUCT which do not include, consist of or comprise any creatine, creatine derivatives or salt thereof out of sources not authorized by LICENSOR.
- (4) LICENSEE agrees to use TRADEMARK only within LICENSED MARKET.
- (5) LICENSEE is obliged to stop any activities concerned with TRADEMARK if/when this Agreement is terminated.



