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TRADEMARK LICENSE AGREEMENT

COALITION AND LAW ENFORCEMENT

This Trademark License Agreement ("Agreement") is made on Oct 1, 2010 by and between Substance Abuse Coalition of Collier County, Inc., d/b/a Drug Free Collier ("Licensor"), a Florida not-for-profit corporation, and Dept of Environmental State agency ("Licensee"), a protection (each a "Party" and, collectively, the "Parties").

WHEREAS, Licensor is the owner of certain trademarks including, without limitation, the trade dress, trade names, logos, designs, variations or translations thereof, identified on Schedule A (collectively, the "Marks") and the exclusive right to use and license the use thereof in connection with the services of collection and destruction of prescription medications and controlled substances (the "Services");

WHEREAS, Licensor is the owner of pending federal trademark application Serial No. 77741585 filed with the United States Patent and Trademark Office for registration of the mark OPERATION MEDICINE CABINET;

WHEREAS, Licensor has expended significant time and funds to establish its programs and standards for providing the Services, including partnering with various law enforcement agencies and obtaining approval from the United States Department of Justice Drug Enforcement Administration ("DEA") of the DFC Protocols (as defined in Section 4.02 below) for performing its services;

WHEREAS, Licensee desires to use the Marks on the terms and conditions set forth in this Agreement in connection with the performance of the Services;

WHEREAS, Licensee recognizes that the valuable reputation and goodwill attached to the Marks are dependent for its preservation on the high quality standards prescribed and established by Licensor through the Protocols (as defined in Section 4.02 below), and accordingly, Licensee is willing to comply with the Protocols in order to obtain such quality and to cooperate with Licensor in preserving the reputation and goodwill attaching to the Marks;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and Agreements contain herein, the Parties hereto agree as follows:

**ARTICLE 1
GRANT OF LICENSE**

1.01 Grant of License. Licensor hereby grants to Licensee a non-exclusive, royalty-free license to use the Marks in connection with the Services during the Initial Term and any Renewal Term (as defined in Section 2.01) subject to the express terms and conditions in this Agreement.

ARTICLE 2

TERM OF CONTRACT/LICENSE FEE

2.01 Term. This Agreement and the right and license granted hereunder will become effective on the date of execution of this Agreement for a period of one (1) year (the "Initial Term") and automatically renew for successive one (1) year terms (each a "Renewal Term") unless terminated in accordance with the provisions of Section 8 this Agreement. The Licensee will not be charged a license fee.

ARTICLE 3

TRADEMARKS

3.01 Licensor Rights. Licensee hereby acknowledges Licensor's right, title and interest in and to the Marks and Licensor's exclusive right to use and license the use of the Marks and agrees not to claim any title to the Marks except as permitted by this Agreement. Licensee shall include all notices and legends with respect to Licensor's trademarks and trade names as are or may be required by applicable federal, state and local trademark laws or which may be reasonably requested by Licensor including, but not limited, to the legend "Operation Medicine Cabinet™ is a registered federal trademark of The Substance Abuse Coalition of Collier County, Inc."

3.02 Variations of Marks. Licensee shall at no time adopt or use, without Licensor's prior written consent, any variation of the Marks, including translations, or any mark likely to be similar to or confusing with the Marks.

3.03 No Opposition. Licensee shall not contest or deny the validity or enforceability of the Marks or oppose or seek to cancel any registration thereof by Licensor, or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.

3.04 Reputation of Licensor. Licensee agrees that it shall conduct all development, merchandising, advertising, promotion and performance of the Services in a dignified manner, consistent with enhancing the general reputation of the Marks and Licensor, and in accordance with good trademark practice.

3.05 Goodwill. Any and all goodwill arising from Licensee's use of the Marks shall inure solely to the benefit of Licensor and Licensee shall not, neither during or after the termination of this Agreement and the license granted hereunder, assert any claim to the Marks or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Marks or with Licensor.

3.06 Future Action. Licensee shall, during the term of this Agreement and after termination hereof, execute such documents as Licensor may request from time to time to ensure that all right, title and interest in and to the Marks reside with Licensor.

3.07 Survival. The Parties' obligations under the provisions of Article 3 shall survive any termination of this Agreement.

ARTICLE 4

QUALITY STANDARDS

4.01 Sublicense. Licensee shall not sublicense use of the Marks to any third party.

4.02 Protocols. Unless the licensee is a federal, state or local law enforcement agency, at all times that the Services are performed by Licensee, a representative of federal, state or local law enforcement agency shall be present and shall oversee the provision of the Services. When performing the Services, Licensee shall adhere to either (1) the protocols established by Licensors, a copy of which are attached to this Agreement as Exhibit B (the "DFC Protocols"); (2) the protocols established by the federal, state or local law enforcement agency involved with the performance of the Services (the "Agency Protocols"); or (3) if Licensee is a federal, state or local law enforcement agency, with the protocols established by such agency (the "Licensee Protocols") (together, the DFC Protocols, the Agency Protocols and the Licensee Protocols referred to hereinafter as the "Protocols"). Licensee will not use the Marks in connection with the Services without adhering to either the DFC Protocols, Agency Protocols or Licensee Protocols and will not use the Marks in connection with any other services. In the event that the Licensors become aware of the violation of the terms of this Agreement through the use of the Marks in a situation in which the proper Protocols are not followed, the Licensors shall immediately advise the Licensee of the violation and Licensee will immediately take steps to bring all use of the Marks into compliance with this Agreement. In the event that compliance is not achieved within ten (10) days of such notice to Licensee, Licensors shall have the option to terminate this Agreement in accordance with the provisions of Article 8. In the event that Licensee repeats such violation of the terms of this Agreement, Licensors shall have the option to immediately terminate this Agreement.

4.03 Best Efforts. Licensee will use its best efforts to promote the Services performed under the Marks and to coordinate the Services so as to maintain and enhance the value of the goodwill residing in the Marks.

4.04 Compliance with Laws. Licensee shall comply at all times at its sole expense with all applicable federal, state and local laws and regulations pertaining to the Services.

4.05 Reporting Requirements. Licensee shall cooperate fully in furnishing information to Licensors as reasonably requested by Licensors concerning Licensee's activities pursuant to this Agreement.

ARTICLE 5

INFRINGEMENT

5.01 Infringement. Licensee shall notify Licensors promptly of any infringement or unauthorized use of the Marks by others of which Licensee becomes aware. Licensors shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use, and Licensee shall cooperate with Licensors, as Licensors may request, in connection with any such action brought by Licensors.

5.02 Defense. Licensors shall have the right, at its expense, to defend and settle for other than money damages any action that may be commenced against Licensor or Licensee alleging that the Marks infringe any rights of third parties. Licensee shall, at the direction of Licensor, promptly discontinue its use of the Marks alleged to infringe rights of such third parties. If Licensor does not give notice to Licensee of its intent to defend or settle such action within ninety (90) calendar days after the notice from Licensee of such alleged infringement, Licensee may defend the same, at its expense, provided that no settlement shall be made without the prior written approval of Licensor, which approval shall not be reasonably withheld, and Licensee shall advise Licensor periodically of the status of the action and promptly of any material developments. Licensor reserves the right to participate at any time in such proceedings, each Party to bear their own legal costs and expenses.

ARTICLE 6 INDEMNIFICATION

6.01 Indemnification by Licensee. Licensee, other than any federal, state or local law enforcement agency, at its expense, shall defend and indemnify and hold Licensor harmless from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable costs, attorneys' fees and expenses, which Licensor becomes liable for, or may incur or be compelled to pay by reason of (1) negligent acts or omissions committed by Licensee, its agents or employees in performing the Services; or (2) breach by Licensee of any representation or agreement by Licensee contained in this Agreement.

6.02 Indemnification by Licensor. Licensor, at its expense, shall defend and indemnify and hold Licensee harmless from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable costs, attorneys' fees and expenses, which Licensee becomes liable for, or may incur or be compelled to pay by reason of breach by Licensor of any representation or agreement of Licensor contained in this Agreement.

6.03 Survival of Indemnification. The provisions of this Article 6 and the Parties' obligation hereunder shall survive the termination of this Agreement.

ARTICLE 7 LIABILITY INSURANCE

7.01 Insurance Requirements. Licensee, other than any federal, state or local law enforcement agency, at its expense, possesses and agrees to maintain a policy of liability insurance with Licensor named as an additional insured in the minimum amount of \$500,000 to cover any negligent acts or omissions committed by Licensee or Licensee's employees or agents during the performance of any Services.

ARTICLE 8 TERMINATION OF AGREEMENT

8.01 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) written agreement of the Parties;
- (b) bankruptcy or insolvency of either Party;
- (c) Licensee fails to cure the breach of this Agreement described in Section 4.02 within ten (10) days following the provision of notice of such breach to Licensee by Licensor; or
- (d) either Party is in breach of any of the terms of this Agreement and such breaching Party fails to cure within fifteen (15) days following delivery of notice of such breach by the other Party.

8.02 Effect of Termination. Upon termination of this Agreement, Licensee will immediately cease any and all use of the Marks including, but not limited to, uses of the Marks authorized by this License Agreement.

ARTICLE 9 GENERAL PROVISIONS

9.01 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement and will be deemed given: (1) when delivered personally, (2) when sent by confirmed fax; (3) five days after having been sent registered or certified mail; or (4) one day after deposit with a commercial overnight carrier, with written verification or receipt. All communications will be sent to the addresses listed below, or to such other address as may be designated by the receiving Party by giving notice pursuant to this paragraph.

To Licensor:

Substance Abuse Coalition of Collier County, Inc.
P. O. Box 770759
Naples, FL 34107
Telephone: 239-377-0535
Facsimile: 239-377-0506

With a copy to:

Jeanne L. Seewald, Esq.
Hahn Loeser & Parks, LLP
800 Laurel Oak Drive, Suite 600
Naples, Florida 34108
Telephone: 239-254-2905
Facsimile: 239-254-2942

To Licensee:

FDEP
Attn: Janine Kraemer
3319 Maguire
Orlando FL 32803
Telephone: 407-893-3329
Facsimile: 562-412-0488

9.02 Entire Agreement of the Parties. This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof. This Agreement supersedes any and all prior Agreements, either oral or written, between the Parties and contains all of the representations, covenants and Agreements between the Parties with respect to the License. Each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any Party, which are not contained in this Agreement, and that no other Agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the Parties hereto.

9.03 Partial Invalidity. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

9.04 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

9.05 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that each has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.

9.06 Preservation of Injunctive Relief. Notwithstanding any provision to the contrary, Licensee hereby acknowledges that monetary damages may not provide a remedy in the event of Licensee's breach of provisions of this Agreement. Therefore, in addition to any other rights of Licensor, Licensee grants to Licensor the right to enforce this Agreement by means of injunction, both mandatory (specific performance) and preventative, without the necessity of obtaining any form of bond or undertaking whatsoever, and waives any claim or defense that damages may be adequate or that may otherwise preclude injunctive relief.

9.07 Venue. This Agreement is deemed entered into and shall be performed in Collier County, Florida. In the event of suit concerning the provisions of this Agreement, the Parties hereby consent to the jurisdiction and the venue of the Circuit Court of Collier County, Florida, and the Middle District of the United States Federal Court sitting in Lee County, Florida.

9.08 Waiver. No failure or delay by Licensor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9.09 Assignment. Neither this Agreement nor all or any portion of the rights licensed to Licensee herein may be assigned by Licensee without the prior written consent of the Licensor which consent shall not be unreasonably withheld.

9.10 Relationship of the Parties. Licensee is an independent entity and neither Licensee nor its agents, or employees shall be considered employees or agents of Licensor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Licensor and Licensee. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.

9.11 Authority to Sign. Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the Party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement.

[Signatures appear on next page.]

This Agreement executed on the date first written above.

**SUBSTANCE ABUSE COALITION OF
COLLIER COUNTY, INC.**

By: Scott L. Salley
Name: Scott L. Salley
Title: President

FDEP

By: _____
Name: Quiana A. Hayleni
Title: District Director FDEP

SCHEDULE A

OPERATION MEDICINE CABINET™

OPERATION MEDICINE CABINET AND DESIGN™

EXHIBIT B
DFC PROTOCOLS