

## **Pentra-Sil™, Pentra™, Pentra-Guard™, Transil™, Floor Care Solutions™ and Floor Care Center™ Trademark Agreement**

CONVERGENT, Pentra-Sil™, Pentra™, Pentra-Guard™, Transil™, Floor Care Solutions™ and Floor Care Center™ are registered trademarks of Convergent Group SA and Convergent Concrete LLC.

Convergent Group SA, a corporation organized and existing under the laws of Dinant (Belgium) with its principal offices at 34 rue de le Mesnil, 5670 Viroinval, Kingdom of Belgium and (hereinafter called "CONVERGENT") and **Silicone Concepts Intl.(P).Ltd.**, With its principal offices at A-77,DDA Sheds Okhla Industrial Area, Phase II, Republic of India. (Hereinafter called "LICENSEE")

WHEREAS, LICENSEE desires to engage in the business of selling and applying as a "potential distributor for North India"

WHEREAS, SUPPLIER carries on the business of manufacturing and selling certain chemical/materials, using certain registered trademarks, including Pentra-Sil, Pentra-Guard, Transil, Pentra, and Nano Lithium, Floor Care Center and Floor Care Solutions, and such other trademarks or trade names as it may from time to time have and use; and apply.

### **I.**

Prior to use of the Marks, Licensee shall obtain CONVERGENT's current Technical Manual, Product Data Sheets and information about proper sale and installation of the Products from CONVERGENT. CONVERGENT shall provide technical service to enable Licensee to meet the Installation. Specifications contained in CONVERGENT's current Technical Manual. CONVERGENT or its Authorized Sales Representative shall have the right at any time or times to conduct during regular business hours an examination of Licensee's business location and installations to determine whether Licensee is complying with its obligations set forth in this Agreement.

**II.** Licensee agrees to use the Marks only in accordance with current Guidelines from CONVERGENT (available from CONVERGENT's Authorized Sales Agent or CONVERGENT's marketing department, and incorporated herein by reference and made a part of this Agreement), and to indicate in any publication, advertising material, etc. that these are trademarks of CONVERGENT. CONVERGENT will supply "Ad Slicks and Advertising Guidelines Manual.)

Licensee agrees to deliver to CONVERGENT, upon request, a sample of each publication, advertisement, etc. on which any of the Marks is used, and to correct at its expense any uses of the Marks therein that do not meet CONVERGENT's current Guidelines, or that, in the opinion of CONVERGENT, might tend to lessen the significance of the Marks as trademarks of CONVERGENT.

**III.** Licensee recognizes that CONVERGENT is the owner of all right, title, and interest in the Marks and their associated goodwill, and that all use of the Marks by Licensee inures to the benefit of CONVERGENT. Licensee agrees that it will never claim any rights in the Marks, and will refrain from any acts which, directly or indirectly, alone or in combination with others, might tend to lessen the significance of the Marks as trademarks of CONVERGENT, or diminish the goodwill in or otherwise damage the Marks.

### **Convergent Group S.A.**



**IV.** Licensee agrees to indemnify, defend and hold harmless CONVERGENT, its directors, officers, employees and Authorized Sales Agents from and against any and all common law, statutory and other liability, loss, cost and expense incurred by them because of any and all injury, sickness, damage or destruction based upon Installer's, Applicator's installation or other use of the Products.

**V.** CONVERGENT shall have the right to modify this Agreement, its Technical Manual, Installation Specifications, Product Data Sheets and Guidelines upon written notice to Licensee from CONVERGENT or its Authorized Sales Agent, and all such modifications shall become effective upon such notice.

**VI.** The license granted herein to Licensee is personal to Licensee and shall not be assigned, transferred, or sublicensed by Licensee to any other party without CONVERGENT's written consent. Subject to the preceding sentence this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

**VII.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice by registered letter. CONVERGENT may also terminate this Agreement immediately upon notice if Licensee breaches any provision of this Agreement. This Agreement shall also terminate automatically upon cancellation of Licensee Authorized or Licensed status by CONVERGENT or our Authorized Sales Agent. Upon termination of this Agreement, Licensee shall immediately cease all use, display. Or advertising of the Marks, and CONVERGENT shall have the right and option to buy back any or all unused Products existing in Installer's inventory as of the date of such termination.

**VIII.** This Agreement supersedes any and all other agreements between the parties relating to use of the Marks. In witness whereof, the parties hereto have executed this Agreement by their duly authorized officers with the day and year as written:

**Convergent Group S.A.**



Licensee,

Company: -----  
(Please Print Company Name)

Address: -----  
-----

By: -----  
(Signature)

Title: President

Date: -----

By: Jean-Claude Biard  
(Signature)

Title: President  
CONVERGENT GROUP SA  
Address: B.P.1  
5670 Viroinval  
Belgium

Date: -----

**Convergent Group S.A.**