TRADEMARK LICENSE AGREEMENT

This Agreement made as of this Sixth day of January 19 69, by and between MONSANTO COMPANY, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 (hereinafter called "MONSANTO")

and

Ohio Solvents & Chemicals Co., a corporation organized and existing under the laws of the State of Ohio, having its principal place of business at 3470 West 140th Street, Cleveland, Ohio 44111 (hereinafter called "LICENSEE")

W I T N E S S E T H:

WHEREAS, MONSANTO has adopted and used and is the owner of certain trademarks for liquid plasticizer compositions and is the owner of certain United States Patent Office Registrations for said trademark as shown on Exhibit A attached to and made a part of this Agreement;

WHEREAS, LICENSEE desires to obtain a license to use the said trademarks in connection with the sale of liquid plasticizer compositions repackaged from bulk liquid plasticizer compositions sold by MONSANTO.

NOW, THEREFORE, in consideration of the mutual undertakings and obligations herein contained, the parties agree as follows:

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all the terms and conditions herein contained, a non-exclusive, non-transferable, royalty-free license to use the trademarks in Exhibit A for goods generally described as liquid plasticizers and which are of a quality at least equal to that of liquid plasticizer compositions which MONSANTO sells under said trademarks.

2. LICENSEE agrees that it will use the trademarks only on liquid plasticizer compositions which are repackaged by LICENSEE in accordance with specifications and instructions laid down by MONSANTO and which are of a quality at least equal to that of liquid plasticizer compositions which MONSANTO sells under said trademarks.

3. MONSANTO shall have the right at all reasonable times to inspect and examine the methods, processes, containers and materials used by LICENSEE in repackaging the liquid plasticizer compositions for which LICENSEE uses the trademarks and to request samples of such compositions, and LICENSEE agrees to permit such inspections and examinations and to furnish such samples.

4. LICENSEE hereby agrees to indemnify and hold harmless MONSANTO against any and all liabilities, costs and expenses, claims and demands (including any legal fees and expenses incurred in connection therewith) which may arise or be asserted by reason of any alleged act or omission of LICENSEE in connection with LICENSEE's repackaging of the subject liquid plasticizer compositions.

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to the trademarks in advertising and promotional literature and thelike, as well as on labels for the products sold under said mark. LICENSEE Agrees that on each label, advertisement or other piece of material displaying the marks, each of the marks shall be keyed by asterisks to the statement "Trademark Reg. U.S. Pat. Off., Monsanto Company, and used under license". LICENSEE further agrees that all labels, advertising and other materials which have not been supplied to LICENSEE by MONSANTO and in which said marks are used must have the prior approval of MONSANTO, and LICENSEE agrees to submit samples of all such materials to MONSANTO prior to use.

6. LICENSEE acknowledges MONSANTO'S exclusive ownership of all right, title and interest in and to the trademarks and agrees that LICENSEE'S use of the trademarks shall inure to the benefit of MONSANTO. LICENSEE agrees that if it should at any time acquire any rights of ownership in or to any of the trademarks, it will immediately assign any and all such rights to MONSANTO upon request and will execute all documents which MONSANTO deems to be necessary or desirable for that purpose. LICENSEE further agrees that it will in no way dispute, impugn or attack the validity of said trademarks or MONSANTO'S rights thereto.

7. LICENSEE agrees to immediately notify MONSANTO of any apparent infringement of any of the trademarks. MONSANTO will take such action regarding such infringement as it deems, in its sole discretion, to be necessary or desirable, and LICENSEE agrees to cooperate therein.

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8. The term of this Agreement is one year from the date first mentioned above and shall be automatically renewed from year to year thereafter unless terminated in accordance with the terms of paragraph 9 or paragraph 10 hereinbelow.

9. Either party may terminate the license granted herein effective as of any annual anniversary date of this agreement provided the party desiring such termination has given written notice of termination to the other party at least ninety (90) days prior to such anniversary date.

10. If at any time LICENSEE should use any of the trademarks for goods not repackaged in accordance with specifications and instructions laid down by MONSANTO or for goods not meeting the quality standards set forth in paragraph 2 above, or if at any time LICENSEE breaches any other provision of this Agreement or fails to observe any of its obligations hereunder, the license granted herein shall immediately terminate upon receipt of written notice from MONSANTO to that effect. In such event LICENSEE agrees to immediately discontinue all use of the trademarks after disposing of its existing stocks of materials bearing said marks in a manner agreed upon by the parties.

11. It is expressly stipulated that this Agreement does not confer on LICENSEE any right to use the MONSANTO BLOCK M trademark, the trademark MONSANTO, or any other trademark or trade name owned by MONSANTO, other than the trademarks listed in Exhibit A.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first set forth above.

MONSANTO COMPANY

By _____
J. J. Feeks
Regional Sales Manager
Plasticizers & General Chemicals

OHIO SOLVENTS & CHEMICALS CO.

By _____

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To agreement dated January 6, 1969, between

Monsanto Company and Ohio Solvents & Chemicals Co.

SANTICIZER

SANTOLITE

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SANTOMASK

DYTROL

MOD-EPOX

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