10. LICENSEE expressly understands and agrees that by acquiring hereunder the non-exclusive right to use any of said trademarks, it does not acquire any right, title or interest in, to or under any of said trademarks or the good will established thereby, other than the limited, non-exclusive right to apply the same to said line of products and graphic materials used in connection therewith under the provisions and conditions set forth herein. LICENSEE hereby acknowledges and agrees that LICENSOR is the sole and exclusive owner of each of said trademarks as well as any related form or colorable imitation thereof and, as well, the good will established by the use of any of said trademarks. Upon termination of this agreement, LICENSEE shall immediately discontinue any and all use of said trademarks or any imitation or version thereof, provided, however, that LICENSEE shall have the right to sell through any channel of trade any of such products bearing any of such trademarks which are manufactured and/or acquired and labeled prior to the effective date of termination, and which LICENSOR or any of the NAPA Distribution Centers refuses to purchase from LICENSEE at the then current prices.

11. This agreement and the rights granted hereunder are personal to LICENSEE and shall not be assignable by operation of law.

12. In the event LICENSEE shall file a petition in bankruptcy or be adjudged bankrupt or make an assignment for the benefit of creditors, or be placed in the hands of a trustee or receiver, or otherwise become insolvent, then on the happening of any such contingency, LICENSOR shall have the right forthwith to terminate this agreement by giving LICENSEE, its receivers, assignees, or trustees, as the case may be, fifteen (15) days written notice of its election to do so. The equivalent of any of the proceedings or acts referred to in this paragraph, though known and/or designated by some other term or name, shall likewise constitute a ground for termination of this agreement by LICENSOR under the provisions of this paragraph.

13. LICENSEE agrees to maintain and support adequate and reasonable facilities to permit handling of contacts from customers and dealers of NAPA Distribution Centers and of the members of NAPA as might arise as a result of the identification of LICENSEE in the labeling of said line of products.