



LICENSING AGREEMENT

Company: **Globaltex Fine Linens**

License No: **US00133**

This AGREEMENT, between Cotton Council International (CCI), a corporation organized and existing under the laws of the State of Tennessee, United States of America, and having a principal office at 1521 New Hampshire Avenue, N.W., Washington, DC 20036 (hereinafter referred to as "LICENSOR"), and **Globaltex Fine Linens**, a corporation organized and existing under the laws of **Florida**, and having its principal office located at **7245 NE 4th Avenue, Suite 105, Miami, Florida 33138** (hereinafter referred to as "LICENSEE").

WHEREAS; LICENSOR is the owner of the trademarks "**COTTON USA**", **COTTON USA & DESIGN**, and stylized "**Boll Design**" (collectively the "**COTTON USA™ Mark**") as illustrated in the **COTTON USA™ Labeling Guidelines** attached hereto as Exhibit A; and

WHEREAS, it is desired by both parties that LICENSEE be permitted to use the **COTTON USA™ Mark** in connection with **product description(s)** products comprising United States grown cotton.

NOW THEREFORE, for good and valuable consideration, including the covenants and promises set forth below, LICENSOR hereby grants to LICENSEE a royalty-free, non-exclusive license to use the **COTTON USA™ Mark** only on and in connection with clothing, home textiles, and non-woven products comprised of United States grown cotton as specified in the **COTTON USA™ Licensing Guidelines** attached here to as Exhibit B and **incorporated by reference herein**, (the "LICENSED GOODS"), subject to the following:

LICENSEE shall provide, on an annual basis, a written verification in the **COTTON USA™ Certificate of Use** set forth in Exhibit C attached hereto of the volume of United States grown cotton used in the LICENSED GOODS and identified with the **COTTON USA™ Mark**, which should be written and certified by LICENSEE'S raw cotton suppliers or a third-party verification process.

LICENSEE shall provide on an annual basis a written report detailing the number of LICENSED GOODS manufactured and identified with the **COTTON USA™ Mark**.

LICENSEE shall submit, upon request by LICENSOR, samples of GOODS TO BE LICENSED for approval by the LICENSOR and undertake to maintain quality standards for LICENSED GOODS equivalent to or exceeding those of actual samples provided to and approved by LICENSOR. The quality of LICENSED GOODS shall be at least as high as the quality of similar goods presently sold or distributed by LICENSEE. In addition, upon request by LICENSOR, LICENSEE agrees to submit to LICENSOR, at LICENSEE'S expense, samples of the LICENSED GOODS and/or any materials bearing the **COTTON USA™ Mark**.



LICENSEE agrees that the **COTTON USA™ Mark** shall be displayed only in such form and manner as shall be specifically approved by LICENSOR. LICENSEE may not use in any way any emblem, trademark or collective mark, which is confusingly similar to the **COTTON USA™ Mark**.

It is agreed that LICENSOR'S approval of all artwork, packaging, design, advertising material, etc. bearing the **COTTON USA™ Mark** and pertaining specifically to the **COTTON USA™ Mark**, which LICENSEE intends to employ, is requisite, and LICENSEE shall submit same for LICENSOR'S approval before use. Such consent is not to be unreasonably withheld or delayed.

LICENSEE agrees that it shall use no markings or notices on the LICENSED GOODS other than LICENSEE'S own name, brand or trademark, or other markings and notices provided for herein or required by local laws, without first obtaining LICENSOR'S written approval. Such consent is not to be unreasonably withheld or delayed.

All rights in the **COTTON USA™ Mark** other than those specifically granted herein are reserved to LICENSOR for its own use and benefit, and all use of the **COTTON USA™ Mark** by LICENSEE shall inure to the benefit of LICENSOR. LICENSEE acknowledges that it shall not acquire any rights of whatever nature in the **COTTON USA™ Mark** as a result of LICENSEE'S use. LICENSEE further agrees that it shall not at any time apply for any registration of any copyright, trademark, or other designation which includes the **COTTON USA™ Mark** in whole or in part, and shall not file any document with any governmental authority or take any other action which would affect LICENSOR'S ownership of and/or rights in the **COTTON USA™ Mark**.

The license herein granted is personal to LICENSEE and may not be assigned, transferred, sub-licensed, pledged, mortgaged or otherwise encumbered by LICENSEE in whole or in part without the prior written approval of LICENSOR.

LICENSOR and LICENSEE shall each have the right to cancel this AGREEMENT at will, and at any time, upon sending ninety days written notice of termination to the other party. In addition, LICENSOR reserves the right to terminate this AGREEMENT immediately, without any term of notice, if LICENSEE should breach any of the terms of this AGREEMENT, or in the event of LICENSEE'S bankruptcy. Upon cancellation or termination of the AGREEMENT, all rights to use the **COTTON USA™ Mark** in the manner provided herein shall immediately cease and revert automatically to LICENSOR; and, other than in the case of termination for LICENSEE's breach or bankruptcy, LICENSOR will provide LICENSEE a six (6) month grace period for exhaustion of all inventories properly bearing the **COTTON USA™ Mark** that had been produced prior to such cancellation or termination.

LICENSOR, at its sole discretion, shall have the right to record this AGREEMENT at any appropriate Registry, at LICENSOR'S expense, and LICENSEE hereby agrees to cooperate as requested by LICENSOR in arranging such recordation, or in varying or canceling such recordation in the event of amendments to, or termination of, this AGREEMENT. LICENSEE hereby grants unto LICENSOR'S local legal representative and/or attorneys the requisite Power of Attorney to take all steps necessary in connection with any recordation of this AGREEMENT, or the variation or cancellation of such recordation.



In order to preserve the integrity of this AGREEMENT, both parties shall refrain from discussing in public or with other parties who are not connected with this AGREEMENT, the confidential aspect of this AGREEMENT, specifically, on the technical and related information about the business of LICENSEE and LICENSOR during and upon termination or expiration of the AGREEMENT. Both parties shall endeavor to disclose such information only with the prior agreement of the other party.

This AGREEMENT shall be governed by and interpreted under the laws of the State of Tennessee. If any dissension occurs in relation to this AGREEMENT, the parties concerned shall strive for its settlement by means of sincere consultation. Nevertheless, if no understanding is reached, it is agreed that the matter shall be brought to the American Arbitration Association in Washington, DC for settlement. The parties agree that the arbitrator sitting in such controversy shall be an independent third party, and shall have no power to alter or modify the express provision of this AGREEMENT, but shall determine the resolution of such disagreement or controversy according to the law.

LICENSOR will not be responsible for any claims and legal expenses connected there with arising from liabilities or injuries related to the manufacture, sale or usage of any product under this agreement.

This AGREEMENT shall remain effective for twelve months from the date of commencement unless sooner terminated as provided hereinabove. This AGREEMENT shall be automatically renewed for additional terms of twelve months, provided that Licensee's Certificate of Use is current and in force.

IN WITNESS WHEREOF, this AGREEMENT is entered into as of the day and year first above written.

For and on behalf of "LICENSOR":

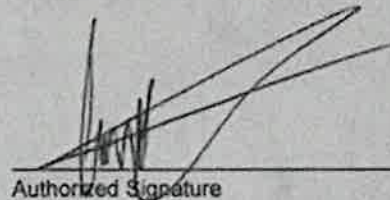
Erlin Ray
Cotton Council International


Authorized Signature

Date: February 11, 2020

For and on behalf of "LICENSEE":

Elizabeth Gutierrez
Globatex Fine Linens


Authorized Signature

Date: 11-22-2018

