

TRADEMARK USE POLICY

THIS TRADEMARK USE POLICY (“*Trademark Policy*”) has been enacted by GS Foods Group, Inc., including its subsidiaries and divisions¹ (collectively, the “*Company*”) to establish the acceptable use and display of the Company’s trademarks, service marks, trade names, slogans, logos, company names, designations, domain names, social media profiles/handles, and other branding elements used by Company (collectively, the “*Marks*”) by a licensee or other authorized user of the Marks (“*Licensee*”), as well as by any party that uses or displays the Marks in a manner allowed by applicable law despite the fact that such party has not received the approval of Company to use or display the Marks (“*Lawful User*”). The use or display of the Marks without the prior written consent of the Company may constitute trademark infringement and unfair competition in violation of state and federal law.

1. Acceptable Use.

For any use or display of the Marks to be deemed acceptable, Licensee must first obtain the prior written consent of the Company. The Company reserves the right to refuse to authorize any use or display of the Marks for any reason in the Company’s sole and absolute discretion. In the event the Company grants Licensee the privilege of using or displaying one or more of the Marks, such use and display shall be governed by this Trademark Policy and by any terms contained in the applicable written consent or other contract between the Licensee and the Company (the “*License Agreement*”).

2. Restrictions on Use.

Unless expressly provided otherwise in the License Agreement, the use of the Marks by the Licensee or any Lawful User shall be subject to the following conditions:

- a. If the Mark is registered with the United States Patent and Trademark Office, Licensees and Lawful Users shall use and display the Marks in exactly the manner as registered. If the Mark is not registered, then Licensees and Lawful Users shall use and display the Mark in exactly the manner as used by Company or as directed by Company from time to time. Licensees and Lawful Users shall not use any of the Marks with inaccurate or misleading words either before or after the Marks.
- b. Licensees and Lawful Users shall at all times display the marks without the addition or inclusion of other words, symbols, letters, or numbers displayed in such close proximity to the Mark as to appear to be part of the Mark. Licensees and Lawful Users shall not register any of the Marks. In addition, Licensees and Lawful Users shall not use or register any of the Marks as part of another trademark, service mark, slogan, logo, or other name including a company name, trade name, product name, service name, technology name, domain name, or social media name or handle.

¹ GS Foods Group, Inc.’s divisions and related subsidiaries include GS Foods Group Support Center, Gold Star Foods – Southern California Division, Gold Star Foods – Northern California Division, Gold Star Foods – Idaho Division (Good Source Solutions, Inc. – Northwest Distribution), Gold Star Foods – Virginia Division (Dori Foods, Inc. and Dori Transportation, Inc.), Gold Star Foods – Louisiana Division (PON Food Corporation), Gold Star Foods – Texas Division, Gold Star Foods – Oregon Division, Gold Star Foods – Missouri Division, Gold Star Foods – Pennsylvania Division, Gold Star Foods – South Carolina Division, Graves Foods (Menu Maker Foods, LLC and GMMF Transportation, LLC), Thurston Foods (Thurston Foods, Inc.), C&C Produce (C&C Produce, LLC and Cool Creations, LLC), Classic Delight (Classic Delight, LLC) and Harvest Farms (Harvest Farms, Inc.).

- c. Licensees and Lawful Users shall not display the Marks more prominently than Licensee's or Lawful User's own trademarks, company name, trade name, product name, service name, or other Licensee or Lawful User branding elements (the "***Third Party Branding***"). In all use and display of the Marks, Licensees and Lawful Users shall clearly and visibly distinguish the Third Party Branding from the Marks.
- d. Licensees and Lawful Users shall not use the Marks in any manner that expressly states or implies that the Company has any affiliation, sponsorship, endorsement, certification, or approval of such party or such party's products or services.
- e. Licensees and Lawful Users shall not use the Marks in any false or misleading advertising.
- f. Licensees and Lawful Users shall not use the Marks in connection with any defamatory, scandalous, pornographic, or other objectional material, nor shall Licensees or Lawful Users use the Marks in a disparaging manner.
- g. Licensees and Lawful Users shall not manufacture, advertise, sell, or otherwise distribute any merchandise bearing any of the Marks without the prior written consent of the Company.
- h. Licensees and Lawful Users shall not imitate any element of the Company's trade dress or product packaging nor use or imitate any of the Company's taglines or slogans.

3. **Legal Notice.**

Any rights in the Marks which arise from the use or display of the Marks, whether under the common law or under any applicable law or statute, inures solely to the benefit of the Company. All use and display of the Marks must comply with this Trademark Policy and with the terms of any License Agreement or other contractual agreement with the Company. Third parties, including Licensees and Lawful Users, may never claim ownership rights in the Marks or in any marks or brands that are confusingly similar to the Marks. The Company expressly reserves the right in its sole discretion to terminate, revoke, modify, or otherwise change permission to use the Marks at any time and expressly reserves the right to object to any use or misuse of any of the Marks in any jurisdiction worldwide.