

## EXHIBIT A

### TRADEMARK LICENSE

This Trademark License (the “**Agreement**”) is made and entered into between International Brangus Breeders Association, Inc., an Oklahoma non-profit corporation, located at 8870 Highway 87 East, San Antonio, Texas 78263 (“**IBBA**”), and each member of IBBA (“**Licensee**”) effective as of the date the Licensee becomes (or became) an IBBA member (the “**Effective Date**”). IBBA and Licensee are referenced herein individually as a “**Party**” or collectively as the “**Parties**.”

### **RECITALS**

A. WHEREAS, IBBA acquired ownership of a federal registration, U.S. Registration No. 4,839,141, for the mark BRANGUS (the “**Mark**”) for “cattle” (the “**Goods**”),

B. WHEREAS, the present Agreement reduces to writing and reaffirms the terms of Licensee’s past use of the Mark and constitutes a license governing its future use, which is governed by the terms set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and obligations contained in this Agreement, and other good and valuable consideration as identified herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. IBBA hereby grants to Licensee a world-wide, royalty-free, nonexclusive, license to use the Mark on or in connection with the Goods, subject to the terms and conditions of this Agreement. This Agreement is transferable or assignable only upon the sale, assignment, or bequest to a direct descendant of Licensee or its principal owner, of a controlling interest in Licensee or substantially all its assets, so long as such transferee or assignee (i) is, or is controlled by, a person of good business reputation, (ii) is an IBBA member or has a pending application for IBBA membership, and (iii) agrees to adhere to all terms and conditions of this Agreement.

2. Licensee shall use the Mark on or in connection with only Goods that have been registered with IBBA in accordance with the standards, specifications, and/or instructions in the Handbook. IBBA and Licensee acknowledge and agree that, within the channels of trade relating to the Goods, the current version of the Handbook, which has been furnished to Licensee via IBBA’s website, provides sufficient and commercially reasonable standards for the IBBA to exercise quality control over the nature of the Goods.

3. Licensee further agrees that use of the Mark is subject to the following limitations:

3.1 Licensee may use the Mark on or in connection with Goods, and natural products thereof, only when at least one additional word accompanies the Mark as a source-identifier. Examples of permissible uses include: (i) “ABC Ranches’ BRANGUS cattle” or (ii) “BRANGUS cattle of ABC Ranches.” Use of only “BRANGUS cattle” is not permitted.

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3.2 Unless Licensee can trace the bloodlines of its cattle to cattle herds that historically used BRINKS as an identifier, including cattle bred by the Brinkman family of Camp Cooley Ranch, Licensee may not use the word BRINKS as a source-identifier. It is solely Licensee's duty and responsibility to determine whether it may use BRINKS; IBBA has no obligation to and will not verify or confirm Licensee's ability to use BRINKS. If Licensee is entitled to use the word BRINKS as an accompanying source-identifier as described in the preceding section, Licensee shall:

(a) Until December 31, 2019, include at least one additional prefix word as a secondary source-identifier. An example of permissible use is "ABC Ranches' BRINKS BRANGUS cattle."

(b) After December 31, 2019, include at least one additional word (either as a prefix or suffix) as an additional source-identifier. Examples of permissible uses include: (i) "ABC Ranches' BRINKS BRANGUS cattle" or (ii) "BRINKS BRANGUS cattle of ABC Ranches."

Use of only "BRINKS BRANGUS" or "BRINKS BRANGUS cattle" is not permitted.

3.3 Use of the Mark should be followed by the ® symbol in any country where the Mark is registered. For example: ABC Ranches' BRANGUS® cattle.

3.4 Licensee shall not use the Mark on or in connection with goods or services other than the Goods.

3.5 Licensee shall not apply to register any mark containing or comprising the Mark.

3.6 Licensee may use the Mark on or in connection with Goods only during such time(s) that Licensee maintains IBBA membership.

4. Unless terminated for breach or non-compliance as provided herein, this Agreement shall continue in effect while Licensee maintains IBBA membership. This Agreement shall automatically terminate if Licensee fails to maintain IBBA membership. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Mark in any way; provided, that this Agreement does not act as a waiver of defenses, if any, that may be asserted by Licensee against IBBA under 15 U.S.C. § 1115(b)(4) or judicially-recognized fair use doctrines. Licensee shall at no time adopt or use, without IBBA's prior written consent, any word or mark which is likely to be similar to or confusing with the Mark.

5. Licensee consents to and acknowledges IBBA's ownership of and right to use, register, and maintain registrations of the Mark for the Goods, as well as all other trademark applications and registrations that incorporate the Mark. Licensee shall not object to, contest, challenge the use of, oppose, or petition to cancel the Mark, or otherwise contest the rights of IBBA to use, register and maintain registrations of the Mark or renewals thereof, on any basis. Licensee acknowledges that use of the Mark shall not create in Licensee's favor any right, title, or interest in or to the Mark.

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6. Licensee agrees to notify IBBA of any unauthorized use of the Mark by others promptly as it comes to Licensee's attention. In addition, Licensee may send IBBA a written request to initiate an action or otherwise take measures to abate infringement or unfair competition. IBBA shall have the first right, but not an obligation, to bring infringement or unfair competition proceedings asserting the Mark (or take other appropriate legal action, including settlement). If IBBA brings such proceedings, Licensee shall provide reasonable assistance upon request. If within sixty (60) days after receiving a written request to take action, IBBA has not initiated proceedings (or otherwise taken measures to abate such infringement or unfair competition), Licensee may send to IBBA a written request for permission to, at its own expense, bring suit or take other appropriate legal action. If Licensee can establish that it is being injured by such infringement or unfair competition, IBBA will not unreasonably deny permission to Licensee to take the requested enforcement action. Licensee shall notify IBBA in writing at least fifteen (15) days prior to filing such action and IBBA shall have the right to be represented separately in such action by counsel of its own choice, at its own expense. Any recovery realized as a result of a Licensee-filed suit, claim or action will be shared equally between IBBA and Licensee.

7. If either Party believes that the other Party is in breach or non-compliance of any term of this Agreement, that Party shall notify the other of its alleged breach or non-compliance and make written demand for compliance with the terms of this Agreement. For notices of breach or noncompliance to Licensee, Licensee shall notify IBBA of actions taken to comply with the written demand under this paragraph within five (5) business days after receipt of such notice and shall provide IBBA written documentation evidencing of compliance within ten (10) business days of the written demand. For notices of breach or noncompliance to IBBA, IBBA shall take commercially reasonable efforts to cure such breach or noncompliance within sixty (60) business days of the written demand. Should either Party fail to cure a breach or non-compliance in the time period following notice, the other Party may thereafter immediately terminate this Agreement.

8. The Parties further acknowledge that irreparable harm may result in the event of a breach of or failure to comply with any provision hereof. Should either Party fail to cure a breach or non-compliance in the time period following notice, in addition to any other legal or equitable relief, damages, and remedies that may be available, the other Party shall be entitled to seek and obtain an injunction to restrain any violation causing such irreparable harm.

9. Any notice or other communications required under this Agreement shall be sent to the Parties as follows:

If to IBBA:	International Brangus Breeders Association 8870 Highway 87 East San Antonio, Texas 78263
With a copy to:	John M. Henderson 9100 IH 10 West, Suite 200 San Antonio, Texas 78230
If to Licensee:	Licensee's last-known address

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10. This Agreement comprises the entire understanding of the Parties with respect to the subject matter hereof, all prior oral and written communications or understandings being merged herein; and shall be binding upon and inure to the benefit of the Parties, as well as any parent company, subsidiaries, related companies, and their respective successors and assigns.

11. This Agreement may be amended or modified from time to time by IBBA. Any of the following shall constitute acceptance by Licensee of this Agreement, as may be amended or modified: (i) becoming an IBBA member, (ii) continuing membership with IBBA, including after receiving notice of a copy of this Agreement, (iii) using any IBBA member services, (iv) registering any Goods with IBBA, (v) paying IBBA membership fees, or (vi) participating in IBBA member events.

12. This Agreement shall be interpreted and enforced under the laws of the State of Texas without regard to its choice of law provisions. Any legal actions arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts of Bexar County, Texas, to the exclusion of all other venues and jurisdictions. The Parties hereby waive any objection they may have to venue or jurisdiction in Bexar County, Texas.

13. IBBA assumes no liability to Licensee or to third parties with respect to the Goods provided by Licensee under the Mark. Licensee hereby indemnifies and holds IBBA harmless against all claims, causes of action, losses, damages and expenses, including attorney's fees, arising out of or in connection with Licensee's use of the Mark; provided, that no indemnification obligation exists as to third party claims or causes of action against Licensee challenging the authenticity or validity of IBBA's rights in and to the Mark or alleging that Licensee's use of the Mark infringes the rights of another.

14. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision. Notwithstanding this, should it be impossible to replace a void or unenforceable provision herein with another that will allow the Parties to achieve the central purposes of this Agreement, then in that event only, this Agreement will be void and cease to be of effect.

15. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. Any construction of this Agreement, any ambiguity or inconsistency contained herein shall not be construed against any Party.