

TRADEMARK LICENSE AGREEMENT

This Agreement is made _____, 20__, between _____ located at _____ ("Company"), and NIBCO INC., located at 1516 Middlebury Street, Elkhart, Indiana 46516, U.S.A. ("NIBCO").

RECITALS

1. NIBCO is the owner of various trademarks (the "Trademarks") used in identifying and marketing NIBCO products. The Trademarks are listed on Exhibit A.
2. Both NIBCO and Company want Company to have the right to use the Trademarks for the marketing of various NIBCO products.

Therefore, it is agreed between NIBCO and Company:

AGREEMENT PROVISIONS

1. Grant. NIBCO hereby grants Company the non-exclusive right to use the Trademarks, but only for the limited purpose of marketing NIBCO products.
2. Use. Company agrees to use the Trademarks only in accordance with this Agreement. Use of the Trademarks will be limited to NIBCO products and in no event will Company use the Trademarks to market other products, nor will it directly or indirectly license or attempt to license, whether orally or in writing, any other person or entity to use the Trademarks. Company will refrain from any act that could prejudice the validity of NIBCO's title in Trademarks.
3. Title and Validity. Company acknowledges the Trademarks are the sole and exclusive property of NIBCO and Company has not acquired by this Agreement any interest in the Trademarks adverse to the rights of NIBCO, other than the licensed rights stated in this Agreement.
4. Term. The term of this Agreement will be __ () years ("Initial Term") from the date first written above. Thereafter, this Agreement will be automatically renewed for successive one (1) year terms. However, NIBCO can terminate the Agreement at any time upon thirty days' notice to Company. Also, if Company breaches any provision of the Agreement, NIBCO can terminate the Agreement immediately.
5. Assignment. Company cannot assign this Agreement or any of its rights and duties under this Agreement without the prior written consent of NIBCO.

6. Integration. This Agreement states the entire agreement and understanding of the parties regarding the Trademarks and supersedes any and all prior contracts, agreements and understandings of the parties regarding the Trademarks.

7. Amendment/Waiver. This Agreement may be amended only by a written instrument signed by the parties. The waiver by NIBCO of a breach of any provision of this Agreement does not constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself.

9. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision contained in this Agreement.

10. Governing Law. This Agreement is governed by the laws of Indiana and any claim or suit arising out of this Agreement must be brought in the state or federal courts located in the Northern District of Indiana.

_____ - "Company"

Signature: _____

Name: _____

Title: _____

NIBCO INC. - "NIBCO"

Signature: _____

Name: _____

Title: _____

Exhibit A
[Images and/or Descriptions of Trademarks]