TEAMER TRADEMARK LICENSE AGREEMENT

This Agreement is made and entered into effective as of the last signature date below by and between:

The United States Department of Energy (hereinafter called DOE), an agency of the United States Government (hereinafter called the Government), and

Pacific Ocean Energy Trust (hereinafter called POET),

provides as follows:

WHEREAS, DOE and POET are parties to Award No. DE-EE0008895 (hereinafter called the AWARD) under which POET is responsible for providing marine hydrokinetic (MHK) testing and modeling capabilities and expertise;

WHEREAS, DOE is owner of the marks identified in Appendix A (hereinafter, the MARKS regardless of number). DOE has common law rights in the MARKS not necessarily identified in any federal registration;

WHEREAS, POET wants to use the MARKS in connection with activities related to the AWARD and in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises hereinafter set forth, the parties agree as follows.

I. OWNERSHIP OF THE MARKS

DOE owns the MARKS identified in Appendix A, for at least the goods and services specified therein. DOE also holds trademark rights based on DOE's use of the MARKS in connection with the enumerated uses identified in Appendix B (hereinafter "ADDITIONAL USES"). This Agreement may be modified to include other related MARKS or uses with written notice from DOE updating Appendix A or other enumerated uses with written notice from DOE updating Appendix B.

II. GRANT OF LICENSE

A. DOE grants to POET a revocable, nonexclusive, nontransferable, royalty-free license to use the MARKS under the AWARD, in connection with the goods and services discussed in Section I above and subject to the provisions herein. Thus, POET can use, without DOE approval, the MARKS in connection with the services identified in registration(s) enumerated in Appendix A and also in connection with the ADDITIONAL USES. Pursuant to POET activities under the license, the rights do not include the right to

use the MARKS other than in connection with goods and services originating from the AWARD or as otherwise authorized by DOE Patent Counsel. DOE Patent Counsel will need to approve in writing any other uses of MARKS upon request from POET. POET accepts the license subject to the terms and conditions hereinafter recited.

B. POET has the right to authorize use of and/or grant revocable, nonexclusive, royalty-free sublicenses to use the MARKS for the purpose of publicizing the work or activities under the Award without prior written approval of the DOE; however, any such sublicense may be terminated by DOE upon failure by the sublicensee to comply with the terms and conditions of this Agreement upon 90-days' notice to the sublicensee. Any use of the MARKS by any sublicensee of POET inures to the benefit of DOE, and neither POET nor any of its sublicensees shall obtain any right in the MARKS by their use thereof. POET agrees that any future sublicense to use the MARKS is contingent upon the prospective sublicensee's acceptance of the terms and conditions set forth in this Agreement.

C. POET agrees that any use of the MARKS or derivative thereof prior to the execution of this Agreement shall be subject to the conditions above for their continued use.

III. QUALITY OF STANDARDS AND MAINTENANCE

A. POET agrees that the nature and quality of all services rendered by POET and its sublicensees in connection with the MARKS; all goods sold by POET and its sublicensees under the MARKS; and all related advertising, promotional and other related uses of the MARKS by POET and its sublicensees shall be of a high standard, such as in accordance with established branding guidelines, and of such style, appearance and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the MARKS and the goodwill pertaining thereto; that such articles will be manufactured, sold and distributed in accordance with all applicable Federal, State and local laws; that the policy of sale, distribution and exploitation by POET will be of a high standard.

B. The license granted thereunder does not include the right to knowingly use the MARKS with any injurious or negligently made or performed goods, services or processes.

C. POET agrees to comply with applicable DOE directives, issued through DOE Patent Counsel and incorporated into AWARD, in facilitating DOE's control of nature and quality of goods or services sold or rendered by POET and any of its sublicenses, to permit reasonable inspection of POET's operations, and to provide DOE with reasonable inspection access of all uses of the MARKS upon request. POET shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

D. DOE, through DOE Patent Counsel, has the right to supervise or inspect the manufacture, processing and packaging of the products and the performance of any service or program in connection with any use of the MARKS, for the purpose of protecting and maintaining the high standards of quality described above in this section for goods, services or programs sold or marketed under the MARKS.

IV. FORM OF USE

POET agrees to use the MARKS, and require any sublicensee to use the MARKS, only in the form and manner and with appropriate legends as described below in this subsection or further prescribed in writing by DOE and not to use any other trademark or service mark in combination with the MARKS without prior written approval of DOE unless the MARKS are being used in combination with another DOE-owned trademark or service mark. Namely, the MARKS may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance. The MARKS may never be used in a manner that would disparage DOE or any other government body.

V. INFRINGEMENT PROCEEDINGS

POET agrees to notify DOE of any unauthorized use of the MARKS by others within a reasonable time that it comes to POET's attention. Except as may be otherwise agreed to in writing by the parties, the Government has the sole and exclusive rights and discretion to file, maintain or settle any legal proceedings involving the MARKS and has the exclusive right to enforce the MARKS by way of infringement suits, opposition or cancellation proceedings, or otherwise.

VI. TERM

POET's right to use and sublicense the MARKS, being subject to the terms and conditions of the AWARD, expires or terminates simultaneously with the expiration or termination of the AWARD.

VII. EFFECT OF TERMINATION

Upon notice of revocation of this Agreement by DOE, or termination or expiration of the AWARD, POET agrees to immediately discontinue all use of the MARKS and any term likely to be confused with the MARKS, to cooperate with the DOE or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government record and comply with any request by DOE to destroy printed materials bearing the MARKS. All rights in the MARKS and the good will connected therewith remain the property of DOE.

VIII. MISCELLANEOUS

DOE makes no representation and extends no warranties of any kind, either express or implied, that DOE has any right to use the MARKS or any state or unregistered federal trademark or service mark corresponding thereto or that the MARKS are entitled to registration in the United States or elsewhere. Accordingly, DOE makes no warranty or representation that use of the MARKS will not result in unfair competition or infringement, dilution or disparagement of any other trademarks or service marks nor shall DOE assume any liability whatsoever resulting from the use of the MARKS. Nothing in this Agreement is intended to modify or supersede any rights or obligations in the AWARD. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the AWARD, the terms of the AWARD will control.

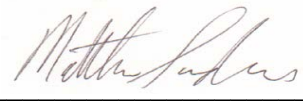
IN WITNESS WHEREOF, the parties have executed this Agreement.

U.S. DEPARTMENT OF ENERGY

By:_____
Brian J. Lally
Assistant General Counsel for
Technology Transfer and Intellectual
Property (GC-62)

Dated: _____

PACIFIC OCEAN ENERGY TRUST

By: 
Matthew Sanders
Program Director
Pacific Ocean Energy Trust

Dated: April 9, 2020

Appendix A: TRADEMARKS

Mark	Use(s)
TEAMER	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
TESTING EXPERTISE AND ACCESS FOR MARINE ENERGY RESEARCH	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
TESTING EXPERTISE & ACCESS FOR MARINE ENERGY RESEARCH	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
TEAMER TESTING EXPERTISE AND ACCESS FOR MARINE ENERGY RESEARCH	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
TEAMER TESTING EXPERTISE & ACCESS FOR MARINE ENERGY RESEARCH	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.

TEAMER Testing & Expertise for Marine Energy	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
TEAMER Testing & Expertise for Marine Energy	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.
	Common law mark used in commerce for broadening industry access and reducing barriers to incubating advanced marine and hydrokinetic technologies; supporting testing and research for marine energy technologies; and facilitating access to test facilities and technical expertise to assist with marine hydrokinetic technologies.

Appendix B: ADDITIONAL USES

1. Printed visuals, including but not limited to:
    a. information graphics,
    b. promotional materials,
    c. clothing, and
    d. business stationery;

2. Digital visuals, including but not limited to:
    a. Websites, regardless of platform,
    b. Mobile applications,
    c. Digital documents, such as presentations and reports;

3. Education services, namely, providing seminars, conferences, workshops, meetings in marine hydrokinetic (MHK) testing and modeling capabilities and expertise; and

4. Demonstration of membership in scientific organizations and participation in scientific meetings and conferences facilitating access to marine hydrokinetic (MHK) testing and modeling capabilities and expertise.