

INGREDIENT BRANDING AND TRADEMARK LICENSE AGREEMENT

THIS INGREDIENT BRANDING AND TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into as of the ____ day of _____ 2010 (the "Effective Date"), by and between **CREE, INC.**, a North Carolina corporation with a principal place of business located at 4600 Silicon Drive, Durham, North Carolina 27703 USA ("CREE"), and **LICENSEE NAME**, a company with a principal place of business located at _____ ("LICENSEE").

1. LICENSEE agrees to identify its products incorporating Cree TrueWhite® Technology, including without limitation products incorporating the CREE products listed in Exhibit A attached hereto (the "Licensee Products"). This identification shall take the form of incorporation of the Cree TrueWhite Technology logo and/or Cree TrueWhite word mark or other such logo and/or mark as set forth in Exhibit B attached hereto (the "Licensed Marks") into all product sales and marketing materials and product packaging for Licensee Products. Sales and Marketing Materials shall include, but are not limited to: product literature (brochures, specification sheets, data sheets, data books, and sales sheets), product web presence, product descriptions in printed and on-line catalogs, and product promotion (advertising, direct mail, trade and other shows, and point-of-sale displays).

2. Subject to the terms and conditions of this Agreement, CREE grants LICENSEE a limited, non-exclusive, non-transferable, royalty-free license (the "License") to use the trademarks set forth in Exhibit B as an Ingredient Brand on or in connection with the promotion, advertising, labeling, and sale of Licensee Products. An Ingredient Brand shall be defined as the Licensed Marks as used on the Licensee Products themselves, and/or as used on any related materials, including but not necessarily limited to product packaging, product literature (brochures, specification sheets, data sheets, data books, and sales sheets), product web presence, product descriptions in printed and on-line catalogs, and product promotion (advertising, direct mail, trade and other shows, and point-of-sale displays) produced by or on behalf of LICENSEE (the "Materials"). The terms of this License shall be worldwide in scope, and shall govern the conduct of the parties regarding the subject matter hereof worldwide.

3. Current trademark registration information and logo images, where applicable, for the Licensed Marks can be obtained from the following web page: <http://www.cree.com/about/licensing.asp> (the "Web Page"). If CREE modifies the trademarks and/or logo images listed under the heading "LED Lighting Modules Customers" on the Web Page, Exhibit B will be deemed amended effective immediately to reflect such modifications, provided that LICENSEE will have up to thirty (30) days to take appropriate actions to comply with Exhibit B as so modified. LICENSEE shall be responsible for referring to the Web Page from time to time to ensure usage of the proper registration symbol(s) and/or logo images. Further, CREE will electronically notify LICENSEE concerning changes to the Licensed Marks and/or the registration status thereof that CREE considers important or significant enough to bring to LICENSEE's immediate attention.

4. Use of the Licensed Marks as an Ingredient Brand by the LICENSEE shall be in compliance with the terms and conditions of the Cree Ingredient Brand Usage Guidelines (the "Guidelines"), as such Guidelines may be amended by CREE from time to time in its sole discretion. A copy of the current version of the Guidelines will be made available to LICENSEE upon execution and delivery of this Agreement. Thereafter, LICENSEE will be responsible for referring to the Web Page from time to time to access the current version of the Guidelines. To ensure compliance with the Guidelines, CREE will provide LICENSEE computer graphic files on the Web Page for any logos included in the list of Licensed Marks. As with any updates to trademark registration information and/or logo images for the Licensed Marks, CREE will electronically notify LICENSEE concerning changes to the Guidelines that CREE considers important or significant enough to bring to LICENSEE's immediate attention.

5. Use of an Ingredient Brand is limited to Licensee Products and related Materials in which all lighting components contained therein are CREE products designated by CREE as products utilizing Cree TrueWhite® Technology and is subject to prior written approval by CREE. The quality of any Licensee Products and Materials bearing an Ingredient Brand shall meet or exceed the quality of similar products and/or materials in LICENSEE's industry, and in no event shall be less than a reasonable

standard of quality. LICENSEE agrees that any Licensee Products and Materials will be manufactured, sold, and/or distributed in accordance with all applicable laws. CREE shall have the right to inspect any Licensee Products to assess the level of quality of said products prior to granting LICENSEE authorization to use the Licensed Marks for purposes of ingredient branding. Once authorization has been granted, CREE shall have a continuing right to inspect any Licensee Products and Materials bearing an Ingredient Brand to assess the level of consistency and quality of such use as well as the level of consistency and quality of the Licensee Products and Materials themselves. LICENSEE shall promptly provide specimens for inspection upon CREE's request at no cost to CREE. If, at any time, CREE reasonably determines that the Licensee Products or Materials bearing an Ingredient Brand (i) do not meet the quality standards in existence in the industry; or (ii) do not comply with the Guidelines, CREE shall so notify LICENSEE in writing and LICENSEE shall correct the non-conformance and provide a correct specimen to CREE for review within fifteen (15) days from the date of notification. Failure to correct a non-conformance or to provide a correct specimen to CREE will be considered a material breach of this Agreement under Section 13 of this Agreement.

6. As between CREE and LICENSEE, CREE is the sole and exclusive owner of the Licensed Marks and all intellectual property rights therein worldwide. Except for the License granted herein, CREE grants LICENSEE no express or implied licenses to the Licensed Marks. LICENSEE shall take no action that may interfere with, challenge or diminish CREE's rights in the Licensed Marks. LICENSEE shall not use the Licensed Marks in any manner that disparages or reflects adversely on CREE or negatively affects CREE's reputation or goodwill. LICENSEE's use of the Licensed Marks shall inure to the benefit of, and be on behalf of, CREE. LICENSEE acknowledges that its utilization of the Licensed Marks shall not establish in LICENSEE any right, title or interest in the Licensed Marks, and to the extent such right, title or interest is implied by law, LICENSEE agrees to promptly assign such right, title or interest to CREE at no additional cost to CREE other than the cost of preparing and recording such assignment.

7. LICENSEE shall not apply for trademark or internet domain registration of the Licensed Marks, or any mark confusingly similar thereto, anywhere in the world. LICENSEE shall fully cooperate with CREE in obtaining and maintaining registration(s) for the Licensed Marks, and shall, upon CREE's request, provide to CREE any declarations, evidence, documents, specimen, and testimony concerning the Licensed Marks that CREE may request for use in obtaining or maintaining rights in the Licensed Marks.

8. THE LICENSED MARKS ARE BEING LICENSED TO LICENSEE "AS IS" AND WITHOUT WARRANTY OF ANY TYPE OR KIND. CREE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED.

9. LICENSEE shall use the Licensed Marks in a manner that creates a separate and distinct impression from any other trademark that may be used by LICENSEE. LICENSEE shall not adopt any trade name, trademark, service mark, certification mark, or designation that incorporates the Licensed Marks, or that is confusingly similar to the Licensed Marks.

10. LICENSEE shall not use the Licensed Marks in a manner that may be construed as creating an agency, partnership, franchise, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

11. LICENSEE shall indemnify, defend and hold CREE and its officers, agents, and employees, harmless from and against any and all claims, causes of action, damages, obligations, liabilities, expenses (including reasonable attorney's fees) and costs made against CREE by third parties, arising out of or in connection with: (a) any actual or alleged breach of the provisions of this Agreement by LICENSEE; (b) any actual or alleged act or omission of LICENSEE or its agents on or in connection with the production and/or distribution of any Licensee Products or Materials bearing an Ingredient Brand; (c) any actual or alleged defect (whether obvious or hidden) in any Licensee Products bearing an Ingredient Brand; (d) any actual or alleged personal injury to any party in connection with the production of any Licensee Products bearing an Ingredient Brand; (e) any actual or alleged infringement of any third party's rights, including without limitation intellectual property rights, in connection with the production of any of

the Licensee Products bearing an Ingredient Brand; (f) any actual or alleged failure by LICENSEE to comply with applicable laws with respect to the manufacture, sale and/or distribution of Licensee Products or Materials bearing an Ingredient Brand; (g) any allegation that any data, materials or information supplied by LICENSEE to CREE infringe or violate any intellectual property rights of a third party; or (h) any claim relating to the failure of any Licensee Product to comply with any representations or warranties that LICENSEE shall have made in its product literature and product warranty; *provided that* (i) LICENSEE is promptly notified of any such claim, (ii) CREE renders reasonable assistance as required (at LICENSEE's expense), and (iii) LICENSEE is permitted to direct the defense and/or any settlement negotiations.

12. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. This Agreement and the licenses granted herein shall commence on the Effective Date and shall continue thereafter unless terminated in accordance with the terms and conditions set forth in this Section of this Agreement. This Agreement may be terminated by LICENSEE at any time upon written notice to CREE. CREE shall also have the right to terminate this Agreement at any time without cause, provided that CREE provides at least sixty (60) days' prior written notice to LICENSEE. Additionally, CREE may terminate this Agreement and the licenses granted herein upon thirty (30) days' prior written notice to LICENSEE, without need of judicial notice or court action, in the event of a material breach of this Agreement, unless the breach is corrected to CREE's reasonable satisfaction within the thirty (30) day notice period. Upon termination of this Agreement for any reason other than material breach of this Agreement by LICENSEE, the license rights granted herein will survive for a period of six (6) months with respect to the promotion, advertising, sale, or distribution of Licensee Products that were manufactured during the term of this Agreement. At the end of this six-month period, LICENSEE shall immediately cease and desist from any and all use of the Licensed Marks. Upon termination of this Agreement by reason of a material breach of this Agreement by LICENSEE, the license rights granted herein will terminate immediately and LICENSEE shall immediately cease and desist from any and all use of the Licensed Marks. Absolutely no promotional or advertising material or packaging that contains the Licensed Marks shall be created after the termination of this Agreement.

14. LICENSEE agrees to promptly notify CREE in writing if LICENSEE becomes aware of (i) any infringement, imitation, or counterfeiting of the Licensed Marks, (ii) any third party use, applications or registrations for the Licensed Marks or other marks similar to the Licensed Marks, or (iii) any suit or proceeding or action of unfair competition involving the Licensed Marks. CREE shall have the sole right, but no obligation, to initiate and control any litigation or proceeding related to the Licensed Marks, including, without limitation, any settlement. CREE agrees to notify LICENSEE if CREE becomes aware of potential or actual infringement of third-party rights due to the use of the Licensed Marks. LICENSEE shall reasonably cooperate with CREE, at CREE's request, in any third-party dispute, litigation or proceeding related to the Licensed Marks.

15. The license granted in this Agreement is personal to LICENSEE, and may not be assigned or sub-licensed by any act of LICENSEE except as provided herein. Neither this Agreement nor any of LICENSEE's rights shall be sold, transferred or assigned by LICENSEE without CREE's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party, provided, however, that LICENSEE may assign such Agreement to an affiliate of LICENSEE who assumes substantially all of the obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of LICENSEE and shall inure to the benefit of CREE, its successors and assigns. CREE may assign any of its rights and/or obligations under this Agreement in its sole discretion.

16. The terms of this Agreement shall be kept confidential by the parties and shall not be disclosed to anyone other than the parties and to their employees, agents and attorneys, except (i) with the specific written consent of the other party; (ii) as required by any court or other governmental body, or as otherwise required by law; (iii) in connection with the enforcement hereof; or (iv) to the extent a party

reasonably deems disclosure necessary to establish that it has been diligent in enforcing its trademark rights in other litigation, pursuant to an appropriate protective order.

17. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions unless CREE determines in its sole discretion that the court's determination causes the Agreement to fail in any of its essential purposes.

18. This Agreement shall be governed and construed solely in accordance with the laws of the State of North Carolina, USA and the United States of America, without regard to choice of law provisions. The parties hereby consent to the exclusive personal jurisdiction of the state and federal courts sitting in North Carolina, and hereby agree that the venue for any dispute arising under this Agreement shall be the United States District Court for the Middle District of North Carolina or any state court sitting within the territory comprising the United States District Court for the Middle District of North Carolina.

19. In the event of any breach of this Agreement by LICENSEE, LICENSEE acknowledges and agrees that any unauthorized use of the Licensed Marks or other marks confusingly similar to the Licensed Marks will result in irreparable harm to CREE, and CREE shall be entitled to seek and obtain immediate injunctive relief, without the posting of any bond.

20. This Agreement represents the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any prior agreement or understanding, whether verbal or written, regarding the same. No provision of this Agreement may be waived except in a writing signed by the party whose rights are to be waived. No provision of this Agreement may be modified except in a writing signed by both parties. All Exhibits attached hereto are incorporated by reference herein.

21. This Agreement shall be binding on and inure to the benefit of the parties, their respective officers, shareholders, agents, employees, successors, and assigns.

22. This Agreement may be executed in one or more counterparts and signatures hereon may be exchanged and transmitted by facsimile or e-mail transmission, which counterparts and signatures shall, as between the parties, be deemed to be originals constituting a single agreement and shall be deemed valid and binding.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date set forth above.

CREE, INC.

LICENSEE

By: _____
Print Name: Gregory Merritt
Title: Vice President, Marketing
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A TO INGREDIENT BRANDING AND TRADEMARK LICENSE AGREEMENT


CREE products utilizing Cree TrueWhite® Technology:

- LMR4

This Exhibit A may be amended from time to time by Cree in its sole discretion.

EXHIBIT B TO INGREDIENT BRANDING AND TRADEMARK LICENSE AGREEMENT

LICENSED MARKS

<u>Trademark</u>	<u>Representative Image</u>	<u>Registered in US (Priority Country)</u>
CREE	N/A	Yes
CREE TRUEWHITE	N/A	No
CREE TRUEWHITE TECHNOLOGY LOGO		No
TRUEWHITE	N/A	Yes

This Exhibit B may be amended from time to time by Cree in its sole discretion. For information regarding current registration status and jurisdictions for the Licensed Marks, please refer to <http://www.cree.com/about/licensing.asp>.