

REGISTRATION AND TRADEMARK LICENSE AGREEMENT

This trademark license agreement (“Agreement”) is made and entered into as of [See Licensee Registration and Trademark License Agreement Acceptance Form] (the “Effective Date”), by and between TASEKI HOLDINGS LLC, a Wyoming limited liability company (hereinafter “LICENSOR”) and [See Licensee Registration and Trademark License Agreement Acceptance Form], a [ENTITY OR PERSON] organized and duly existing under the laws of the state of [See Licensee Registration and Trademark License Agreement Acceptance Form] (“LICENSEE”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Registration

1.1. In exchange for LICENSEE’s payment of the Registration Fee of \$60.00 United States Dollars, LICENSOR agrees to publish the name and contact info of LICENSEE on LICENSOR’s “Licensed Dōjō” page, for the duration of the Term.

1.2. The “Licensed Dōjō” page is LICENSOR’s listing of all the active dōjō in good standing during the Term.

1.3. LICENSEE shall provide to LICENSOR the required information to both initiate and maintain the listing.

2. License Grant

2.1. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE a nonexclusive, revocable, personal, worldwide license to use the Licensed Marks listed in Exhibit A hereto only during the Term (and any renewal or extension thereof), and in the form, style, and manner described in the Usage Guidelines attached as Exhibit B.

2.2. The License granted in this Agreement is personal to LICENSEE. LICENSEE may not assign, transfer, or sub-license this Agreement (or any right granted under this Agreement) to any person or entity, agent or assignee, without the prior written consent of LICENSOR. Any unauthorized assignment is void *ab initio*.

2.3. LICENSEE acknowledges and agrees that LICENSOR owns and retains all rights, titles, and interest in and to the Licensed Marks, and that all of its use of the Licensed Marks inures to the benefit of the LICENSOR. LICENSEE agrees not to take any action or make any statement that is inconsistent with LICENSOR’s exclusive ownership of the Licensed Marks. Nothing in this Agreement gives LICENSEE any right, title, or interest in or to the Licensed Marks, other than the right to use the Licensed Marks in accordance with the terms and conditions of this Agreement for the Term of this Agreement. LICENSEE will make no use of the Licensed Marks except as expressly provided in this Agreement.

2.4. **To the extent allowed by law, LICENSOR makes no warranties, either express, implied, statutory, or otherwise, with respect to the licensed marks, including, without limitation, any warranty of non-infringement, and the implied warranties of merchantability or fitness for a particular purpose.**

3. Form of Use

3.1. The use of the Licensed Marks in any material, written or electronic, is at the sole discretion of LICENSOR.

3.2. LICENSEE agrees to use the Licensed Marks only in the form and manner, and with appropriate designations or legends, as prescribed in the Usage Guidelines set forth in Exhibit B annexed hereto.

4. Trademarks and Trademark Protection

4.1. At LICENSOR's request and expense, LICENSEE shall execute any documents, including registered user agreements, reasonably required by LICENSOR to confirm its ownership of or right to license all rights in and to the Licensed Marks and the respective rights of LICENSOR and LICENSEE under this Agreement.

4.2. LICENSEE shall never challenge or encourage anyone to challenge LICENSOR's ownership of, right to license, or the validity of the Licensed Marks or any application for registration thereof, or any trademark, copyright, or other registration thereof or any rights of LICENSOR thereto.

4.3. LICENSEE shall promptly notify LICENSOR in writing within five (5) days if any legal claim is made or legal action is instituted against LICENSEE relating to LICENSEE's use of the Licensed Mark.

5. Term and Termination

5.1. Term. This Agreement shall commence as of the Effective Date [See Licensee Registration and Trademark License Agreement Acceptance Form] and terminate on December 31st 2022 unless sooner terminated pursuant to Section 5.2 below or renewed.

5.2. Termination of Agreement. **LICENSOR MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT WITH OR WITHOUT CAUSE AT ANY TIME.**

5.3. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights of LICENSEE under this Agreement shall terminate immediately and automatically revert to LICENSOR. Upon expiration or termination, LICENSEE shall immediately discontinue all use of the Licensed Mark and shall no longer have any right to use the Licensed Mark or any variation, modification, or simulation thereof in any manner or for any purpose whatsoever.

5.4. Survival. In addition to this Section 5, the following provisions survive any expiration or termination of this Agreement: Sections 2.3, 2.4, 4, and 6.

6. General Provisions

6.1. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

6.2. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of Licensee and Licensor and all rights and powers not expressly granted to the Licensee are expressly reserved by the Licensor.

6.3. Independence of Parties. Nothing contained in this Agreement shall be construed to make the LICENSOR the agent for the LICENSEE for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The

LICENSEE specifically agrees that it shall have no power or authority to represent the LICENSOR in any manner and that the LICENSEE is forbidden from soliciting orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

6.4. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts including the use of the Licensee Registration and Trademark License Agreement Acceptance Form, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6.5. Indemnity. LICENSEE agrees to hold LICENSOR free and harmless from any and all claims, damages, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses of every kind or nature whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, (a) arising from acts of the LICENSEE; (b) as a direct or indirect consequence of termination of any and all future Agreements in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the LICENSEE under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products. LICENSOR is not and never will be an Accommodation Party or Surety for the LICENSEE and vice versa under any circumstances.

6.6. Amendment. This Agreement may not be amended or modified except by a writing executed by a duly authorized representative of both parties.

6.7. Notices.

(a) Acceptance occurs using the online Licensee Registration and Trademark License Agreement Acceptance Form.

(b) Any and all notices, orders, and other communications required or permitted under this Agreement must be in writing, and must be addressed and delivered as follows:

To:

TASEKI HOLDINGS LLC
561 W PARKSIDE DRIVE
PALATINE, IL 60067

To:

LICENSEE
[MAILING ADDRESS as entered on the
Licensee Registration and Trademark License
Agreement Acceptance Form]

6.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the commonwealth of Virginia and the United States of America governing agreements made, entered into, and performed entirely in the commonwealth of Virginia, United States of America, without reference to any choice-of-law provisions.

6.9. Severability. If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

6.10. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a

breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

6.11. Jurisdiction; Forum. The parties submit to jurisdiction in Fairfax County Virginia, United States of America, and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in the county of Fairfax, Virginia, United States, or the United States District Court for the Eastern District of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LICENSOR HOLDINGS, LLC:

By:  _____

Name: Joseph Simms

Title: Member

LICENSEE:

By: Licensee Registration and Trademark License Agreement Acceptance Form

Name: Licensee Registration and Trademark License Agreement Acceptance Form

Title: Licensee Registration and Trademark License Agreement Acceptance Form

Exhibit A

List of Licensed Marks

1. Itto Tenshin-ryu – USPTO Serial Number 87198481
2. Yamate-ryu – USPTO Serial Number 87198518

Exhibit B

Displaying Marks

Ittō Tenshin-ryū®

Yamate-ryū®