

TRADEMARK LICENSING AGREEMENT

- WHEREAS, Licensor owns certain trademarks and trade secrets (collectively, "Licensed Intellectual Property") which it desires to license to Licensee;
- WHEREAS, Licensee desires to obtain a license to use the Licensed Intellectual Property in connection with the marketing and distribution of certain products;
- WHEREAS, Licensing. Desires to use the trademark and both block letter and styled form. In connection with recovering all infringing articles they created; and
- WHEREAS, licensor are subject to the terms and conditions set forth in, this agreement is willing to permit licensee to use the trademark in connection with the **CRIMINAL CASE # _____**, for recovery of files and infringing articles and the mutual benefit of licensor and licensee.
- WHEREAS, Licensor has adopted, registered, and used the trademark Intergraph ("Trademark") throughout the world in connection with computer graphics hardware, software, and related services; and
- WHEREAS, Licensee desires to use the Trademark, in both block letter and stylized form, in connection with **[PURPOSE OF LICENSE]**; and
- WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademark in connection with _____ for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

Section 1 LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Company grants to an irrevocable, perpetual, paid-up,

- (a) Exclusive (**even as to Company**) license to use the Licensed Marks in the Licensee Territory in connection with
 - (i) **The Licensed Services and**
 - (ii) **The marketing and advertising of the Licensed services through the use of signage, stationery, business cards, billboards, pamphlets and reasonably similar methods,**
- (b) Nonexclusive license to use the Licensed Marks in connection with the marketing and advertising of the Licensed Services through the use of radio, television and internet commercials worldwide.

- (c) Non-exclusive license to use the Licensed Marks in connection with the sale of Merchandise worldwide.

Except as provided in the license, Licensee shall not make any use of the Licensed Marks or any term, phrase or design that is confusingly similar to, or a colorable imitation of translation of, the Licensed Marks.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark.

1.3 No Challenge. At no time during the term of this agreement will Licensee, directly or indirectly, challenge or assist others to challenge the validity of the Licensed Marks, of company's ownership thereof.

1.4 Additional Licensed Marks. If Licensee is interested in using additional trademarks of Company, Licensee shall provide a written request to Company and Company may, in its sole discretion, amend the list of Licensed Marks to include such additional trademarks.

1.5 Do not Disregard Cease and desist Notice.

1.6 Additional Licensed Marks. If Licensee is interested in using additional trademarks of Company, Licensee shall provide a written request to Company and Company may, in its sole discretion, amend the list of Licensed Marks to include such additional Trademarks.

1.7 Right to Modify Licensed Marks. Subject to the terms and conditions of this Agreement, Licensee shall have the right to combine the Licensed Marks with other names, words and logos with the written approval of Company (which may be withheld at its sole discretion). Upon approval, such modified Licensed Marks shall be deemed Licensed Marks hereunder,

1.8 Other Trademarks. Subject to Section 7 above, each Party shall have the right (but not the obligation) to develop, adopt, and acquire trademarks, designs or other indicia of origin other than the Licensed Marks and to pursue and obtain trademark protection therefor, to the extent that each Party deems desirable.

Section 2

LICENSOR'S CONTROL

2.1 Protection. To protect and preserve Licensor's rights in the Trademark, Licensee understands, acknowledges, and agrees that

- (i) before Licensee uses the Trademark, Licensor must approve of all aspects of Licensee's intended use; and
- (ii) once Licensee has attained Licensor's approval, Licensor must review and approve any further alterations, modifications, or changes to Licensee's intended use.
- (iii) The Respondents shall promptly notify **BPTM** of any and all infringements, imitations, simulations of other illegal use of misuse of the LICENSED TRADEMARK(s) which come to the Licensee's attention.

- (iv) As the sole owner of the LICENSED TRADEMARK(S), **ALL CAPS NAME**TM shall determine whether to take any action to prevent the infringement, imitation, simulation of other illegal use or misuse of the LICENSED TRADEMARK(S)

2.2 The Respondents shall render **ALL CAPS NAME**TM all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Trademark(s).

2.3 Reservation and Acknowledgement of Ownership. Licensee acknowledges that the Licensed Marks, including the goodwill attached thereto, are the exclusive property of company.

Any use of the Licensed Marks under this Article, Licensee shall inure to the benefit of Company. Licensee agrees not to register the Licensed Marks or any marks confusingly similar thereto in any jurisdiction and not to oppose any action taken by Company to do so.

Section 3

USE OF THE TRADEMARK

3.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademark, and Licensee shall only use or display the Trademark in a format approved by Licensor.

3.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate in an appropriate manner an "R" enclosed by a circle or the phrase "Reg. U.S. Pat. & Tm Off.".

3.3 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademark or any registrations derived from such rights.

3.4 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise--during the term of this Agreement and thereafter--all rights and remedies available to Licensor, whether derived from this Agreement, from law, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark by Licensee which is not expressly permitted by this Agreement.

Section 4

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for [TWO (2) YEARS] from signature; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective [SIXTY (60)] days after the date such notice is given.

4.2 Compensation.

A. In consideration for the licenses granted hereunder, LICENSEE agree to pay to LICENSOR a royalty of 100% (the Royalty”) based on LICENSEE’s Net Sales of Licensed Products, accruing upon the sale of the Licensed Products (i.e., when the Licensed Product is billed, invoiced, shipped, or paid for, whichever is first regardless of the time of collection by LICENSEE), calculated on a quarterly calendar basis (the “Royalty Period”) and shall be payable no later than thirty (30) days after the termination of the preceding full calendar quarter, i.e., commencing on the first (1st) day of January, April, July, and

October, with late payments incurring interest at the rate of ONE PERCENT (1%) per month from the date such payments were originally due.

B. In the event that LICENSEE grants any previously approved sub-licenses for the use of the Trademarks in countries outside of the United States, LICENSEE shall pay LICENSOR FIFTY PERCENT (50%) of the gross income received by LICENSEE from such sub-licensees.

C. LICENSEE shall provide LICENSOR with a written royalty statement in a form acceptable to LICENSOR each Royalty Period whether or no any Licensed Products were sold during that Period and the receipt or acceptance by LICENSOR of any royalty statement of payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment.

D. "Net Sales" shall mean LICENSEE's gross sales (the gross invoice amount billed customers) of Licensed Products, less discounts and allowances actually shown on the invoice and less any bona fide returns. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products of any uncollectible accounts or allowances shall be deducted.

4.3 Audit.

A. LICENSOR shall have the right, upon at least five (5) days written notice to inspect LICENSEE's, Books and records and all other documents and materials in the possession of or under the control of LICENSEE with respect to the subject matter of this agreement, at a location in the United States. LICENSOR shall have free and full access thereto for such purpose, and shall be permitted to make copies thereof, and extracts therefrom.

B. In the event that such inspection reveals a discrepancy in the amount of Royalty owed LICENSOR from what was actually paid. LICENSEE shall pay such discrepancy, plus interest, calculated at the rate of ONE AND ONE-HALF PERCENT (1 ½%) PER MONTH. In event that such discrepancy is in excess of ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00), LICENSEE shall also reimburse LICENSOR for the cost of such inspection including any attorney's fees incurred in connection therewith.

C. All books and records relative to LICENSEE's obligations hereunder shall be maintained and kept accessible and available to LICENSOR for inspection in the United States for at least three (3) years after termination of this agreement.

D. In the event that an investigation of LICENSEE's books and records is made, certain confidential and proprietary business information of LICENSEE may necessarily be made available to the person or persons conducting such investigation. It is agreed that such confidential and proprietary business information shall be retained in confidence by LICENSOR and shall not be used by LICENSOR or disclosed to any third party for a period of two (2) years from the date of disclosure, or without the prior express written permission of LICENSEE unless required by Law. It is understood and agreed, however that such information may be used in any legal action.

4.4 Warranties And Obligations.

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR, further represents and warrants that to the best of its knowledge the Trademarks do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote, market, sell, and distribute the Licensed Products.

D. LICENSEE shall be solely responsible for the manufacture, production, sale and distribution of the Licensed Products and will bear all related costs associated therewith.

E. It is the intention of the parties that LICENSEE shall introduce the Licensed Products in all countries in the Territory on or before **[INSERT DATE]**. Failure to meet this deadline shall constitute grounds for immediate termination of this Agreement by LICENSOR.

4.5 Notices, Quality Control And Samples.

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking provisions of the patent, trademark and copyright laws. In the event that LICENSEE grants any previously approved sub-licenses for the use of the Trademarks in countries outside of the United States, LICENSEE from such sub-licensees.

B. LICENSEE Shall provide LICENSOR with a written royalty statement in a form acceptable to licensor each Royalty Period whether or not any Licensed Products were sold during that Period and the receipt or acceptance by LICENSOR of any royalty statement or payment shall not prevent LICENSOR from subsequently challenging the validity or accuracy of such statement or payment.

C. "Net Sales" shall mean LICENSEE's gross sales (the gross invoice amount billed customers) of Licensed Products, less discounts and allowances actually shown on the invoice and less any bona fide returns. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products or any uncollectible accounts or allowances shall be deducted.

D. The Licensed Products, as well as all promotional, packaging, and advertising materials relative thereto, shall include all appropriate legal notices as required by LICENSOR, [INSERT REQUIRED NOTICE].

E. The Licensed Products, shall be of a high quality which is at least equal to comparable products previously manufactured and marketed by LICENSEE under the trademarks and in conformity with a standard sample approved by LICENSOR.

F. If the quality of a class of the Licensed Products falls below such a production-run quality, as previously approved by LICENSOR, LICENSEE shall use its best efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within thirty (30) days after notification by LICENSOR, LICENSOR, shall have the right to terminate this Agreement and require that the LICENSEE cease using the Trademarks.

G. Prior to the commencement of manufacture and sale of the Licensed Products, LICENSEE shall submit to LICENSOR, at no cost to LICENSOR and for approval as to quality, six (6) sets of samples of all Licensed Products which LICENSEE intends to manufacture and sell and one (1) complete set of all promotional and advertising material associated therewith. Failure of LICENSOR to approve such samples within thirty (30) working days after receipt thereof will be deemed approval. Once such samples have been approved by LICENSOR, LICENSEE shall not be unreasonably withheld.

H. At least once during each calendar year, LICENSEE shall submit to LICENSOR, for approval, an additional six (6) sets of samples.

I. The LICENSEE agrees to permit LICENSOR, or its representative to inspect the facilities where the Licensed Products are being manufactured and packaged.

4.6 Notice And Payment.

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for notice or other communications required under this agreement or by law.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

4.7 Patents, Trademarks And Copyrights.

A. LICENSOR SHALL seek, obtain and during the term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademarks, and LICENSOR shall retain all right, title and interest in the Trademark as well as any modifications made to the benefit of LICENSOR and that the LICENSEE shall not acquire and rights in the Trademarks,

B. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

C. LICENSEE acknowledge LICENSOR's exclusive rights in the Trademarks and, further, acknowledge that the trademarks are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE, shall not, at any time during or after the effective Term of the agreement dispute or contest, directly or indirectly, LICENSOR, however, makes no representation or warranty with respect to the validity of any patent, trademark or copyright which may issue or be granted therefrom, United States and other countries in the Territory.

In addition to the termination rights that may be provided elsewhere in this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that during the thirty (30) day period, the breaching party fails to cure such breach. Upon expiration or termination all Royalty obligations, including any unpaid portions of the Guaranteed Minimum Royalty, shall be accelerated and shall immediately become due and payable, and LICENSEE's obligations for the payment of a Royalty and the Guaranteed Minimum Royalty shall survive expiration or termination of this Agreement and will continue for so long as LICENSEE continues to manufacture, sell or otherwise market the Licensed Products.

D. Upon expiration or termination, LICENSEE shall provide shall provide LICENSOR with a complete schedule of all inventory of Licensed Products then on-hand ("the Inventory").

E. Upon expiration or termination, except for reason of a breach of LICENSEE's duty to comply with the quality control or legal notice marking requirements. LICENSEE duty to comply with the quality control or legal notice marking requirements, LICENSEE shall be entitled, for an additional period of three (3) months and on a nonexclusive basis, to continue to sell such Inventory. Such sales shall be made subject to all of the provisions of this Agreement and to an accounting for and the payment of a Royalty thereon, due and paid within thirty (30) days after the close of the three (3) month period.

F. Upon the expiration or termination of this Agreement, All of the Rights of LICENSEE under this Agreement shall terminate and immediately revert to LICENSOR and LICENSOR, and LICENSEE shall immediately return to LICENSOR all material relating to the Trademarks including at no cost to LICENSOR.

4.8 Covenant not to Sue.

RECIPIENT shall not institute any action or suit at law or in equity against OWNER, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of OWNER.

4.9 Damages And Specific Performance.

RECIPIENT agrees that should RECIPIENT breach any of the promises contained in this Agreement that OWNER would suffer irreparable harm and OWNER, would be without adequate remedy at law and that OWNER may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by OWNER for RECIPIENT'S breach of this Agreement.

4.10 Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not Licensee's right to use the Trademark, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 2 of this Agreement; (iii) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this agreement; or (iv) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

A. In addition to the termination rights that may be provided elsewhere in this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon expiration or termination, all Royalty obligations, including any unpaid portions of the Guaranteed Minimum Royalty, shall be accelerated and shall immediately become due and payable, and LICENSEE's obligations for the payment of a Royalty and the Guaranteed Minimum Royalty shall survive expiration or termination of this agreement and will continue for so long as LICENSEE continues to manufacture, sell off otherwise market the Licensed Products.

4.11 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark.

4.12 Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 2 of this Agreement; (iii) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; or (iv) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

4.13 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark, shall expire upon termination of this Agreement, and upon

Section 5

PROTECTION

5.1 the respondents so promptly notify **ALL CAPS NAME™** and **Georgia trademark #123456**. of any and all infringements imitations, simulations or other illegal use or misuse of the LICENSED TRADEMARK(s) which come to the company's attention. As the sole owner of the LICENSED TRADEMARK(s), **ALL CAPS NAME™** and **Georgia trademark #123456**, shall determine whether to take any action to prevent the infringement imitations, simulations or other illegal use or misuse of the LICENSED TRADEMARK(s). If **ALL CAPS NAME™** elects not to take such action, the company may take such action at the Company's expense if it has received **ALL CAPS NAME™**, Prior written approval to take such action. In this event, **ALL CAPS NAME™** shall at the company's expense, cooperate in such actions with the Company, including without limitation, joining as a party. Any money recovered by any of the damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action, or in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

5.2 the respondents shall render **ALL CAPS NAME™** all reasonable assistance in connection with any manner pertaining to the protection, enforcement or infringement of LICENSED TRADEMARK(s) used by the Respondents, whether in the courts, administrative or quasi-judicial agencies or otherwise.

5.3 GOOD WILL. LICENSEE recognizes the value of the goodwill associated with the trademarks, and acknowledges that the Trademarks and all rights therein, including the good will pertaining thereto, belong exclusively to the LICENSOR.

5.4 INFRINGEMENTS

If any action for infringement or the rights license in this agreement is brought, each party shall execute all papers testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

5.5 Indemnity.

LICENSEE agrees to defend and indemnify LICENSOR, its officers, directors, agents and employees, against all costs, expenses and losses, (including reasonable attorney's fees and costs) incurred through claim of third parties against LICENSOR, based on the manufacturing or the sale of the Licensed Products including but not limited to, actions founded on product liability.

5.6 Insurance.

LICENSEE shall, throughout the Term of the Agreement, obtained and maintained at its own cost and expense from a qualified insurance company licensed to do business in Georgia Standard product liability insurance, naming LICENSOR as an additional named insured. Such policy shall provide protection against any and all claims, demands and causes of action arising out of any defect or failure to perform, alleged or otherwise, of the Licensed products, or any materials used in connection therewith, or any use thereof. The amount of coverage shall be \$10 million combined single limit for each single occurrence for bodily injury and/or property damage. The policy shall provide for ten (10) days notice to LICENSOR from the insurer by Registered or Certified return receipt requested, in the event of any modifications, cancellations, terminations thereof. LICENSEE agrees to furnish LICENSOR a certificate of insurance evidencing same within thirty (30) days after execution of this Agreement and, in

no event shall LICENSEE manufactured, distribute or sell the Licensed Products prior to the receipt by LICENSOR of such evidence of insurance.

Section 6

Confidential

6.1 Definition of confidential affirmation. Confidential information means information and physical material, not generally known or available outside of disclosure and information and physical material entrusted to disclosure and confidence by third parties. Confidential information includes without limitations, technical data, trade secrets, know how research product or services, ideas or plans, software codes and designs, algorithms, developments, and to vent and inventions. Patent Application laboratory notebooks, processes, formulas, techniques, mask works. Engineering design and drawings, hardware configuration information.

6.2 In the event that the discloser is unable to obtain a protective order or other appropriate remedy, or if it is so directed, the recipient, the recipient shall furnish only that portion of the confidential information that the recipient is of advised by written. Opinion of its counsel is legally required to be furnished by it and shall exercise its reasonable best efforts to obtain reasonable assurances that the confidential treatment shall be accorded such confidential information.

6.3 Recipient understands that discloser's. Confidential information as well as the existence of the discussions concerning the relationship and the terms of the relationship being contemplated by the parties, may be deemed material nonpublic information and must not be disclosed.

6.4 Common Interest Agreement. To the extent that any confidential information provided or made available here under may include material subject to the attorney client privilege, work, product, doctrine, or any other applicable privilege concerning the pending or threatened legal proceedings or governmental investigations. Recipient and disclosure understand and agree that they have a commonality of interests with respect to such matters, and it is their desire, intent and mutual understanding that the sharing of such material is not intended to. And shall not be waived or diminished in any way. The confidentiality of such materials or its continued protections under the attorney client privilege, work, product doctrine, or other applicable privileges. All confidential information provided or made available by disclosure that is entitled to protection under the attorney client privilege, work, product doctrine, or other applicable privilege shall remain entitled to such protections under these privileges, this agreement. Under the Joint defense doctrine. Nothing in this agreement obligates disclosure to reveal material subject to the attorney client privilege, work, product doctrine, or any other applicable privilege.

6.5 Waivers.

A. The waiver by either party of a breach or other violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provisions of this agreement also.

B. Waiver of sovereign immunity. All parties to this agreement hereinafter waive all claims to either sovereign immunity, persecution or immunity, qualified immunity, or any other doctrine of immunity.

6.6 Non-Disclosure Clause

The following provisions shall apply to each of the trusts established under the Trust Agreement.

Trust Confidential Information. All Parties acknowledge and agrees that the terms and conditions of this Agreement, any information obtained by any Party concerning any and all information that is contained in this Trust formats and structures contained or included therein), including the personal information of anyone in this Trust and any business of the Trust (the “Trust Confidential Information”) is confidential and proprietary to Trust. All Parties and any Party hereby agrees to use the Trust Confidential Information only as permitted by this Agreement, to maintain the confidentiality of the Trust Confidential Information and not to disclose the Trust Confidential Information, or any part thereof, to any other person, firm or corporation, provided, to disclose any Trust Confidential Information, Any Party seeking any information pertaining to this Trust will, except as may be prohibited by law or legal process, provide Trust with prompt written notice of such request or order. The Parties acknowledges that disclosure of the Trust Confidential Information may give rise to an irreparable injury to Trust inadequately compensable in damages. Accordingly, the Trust may seek (without the posting of any bond or other security) injunctive relief against the breach of the foregoing undertaking of confidentiality and nondisclosure, in addition to any other legal remedies which may be available. All Parties consents to the obtaining of such injunctive relief and in any proceeding upon a motion for such injunctive relief, The Party’s ability to answer in damages shall not be interposed as a defense to the granting of such injunctive relief.

(a). Confidentiality of Trust Agreement. Except as otherwise provided in this Trust Agreement, the Trustees shall not disclose the contents of this Trust Agreement, or the fact of its existence unless required to do so by law or applicable regulation, regulatory authorities, or legal process, without our prior written consent. The Trustees may, however, disclose the terms of this Trust Agreement where necessary to carry out their powers, to enforce the rights and remedies belonging to the trust. The Trustees may also disclose the contents of this Trust Agreement to persons employed by them to advise or assist them in the administration of the trusts, including attorneys and accountants, provided these professionals agree to keep the disclosed information confidential on the same terms as provided in this section.

(b). **The Disclosure of any pertinent information, before, during and after this agreement as it pertains to this Trust would be a violation of this Trust.** There is a \$2,500,000.00 fee for Disclosure of any information at any time to anyone outside of this agreement concerning this Trust, any Sub Trust and any of its Properties.

6.7 Governing Law

This Living Trust will be governed in accordance with the laws of the Universe as its highest and the laws of equity at its lowest.

6.8 Severability

If any provisions of this agreement are deemed unenforceable, the remaining provisions will remain in full force and effect.

6.9 Situs

The Situs for this Trust is governed under the **Laws of the Tribe or republic form of Government (state).** Without the United States under the Georgia Republic.

6.10 Notice.

Any notice required or permitted here under shall be deemed sufficient if given in writing and delivered personally by facsimile transmission, by reputable overnight Courier service or US mail, postage paid

prepaid to the address shown below, or to such other addresses as are specifically specified by similar notice and it shall be deemed received upon personal delivery upon confirmed facsimile received. 10 days following deposit with such carrier service or 10 days from deposit in the US mail. In each case here in provided;

If to [COMPANY NAME]:
[COMPANY NAME]
Address
State
Attention: Name
Phone number
With a copy to:

If to [DEVELOPER NAME]:
[COMPANY NAME]
Address
State
Attention: Name
Phone number
With a copy to:

Section 7

DISPUTE RESOLUTION ARBITRATION

7.1 Arbitration Provision.

A full explanation of the Commercial Arbitration Rules can be found at www.adr.org.

Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be settled by mandatory binding arbitration administered by the American Arbitration Association, (hereinafter AAA) in accordance with its Commercial Arbitration Rules and judgment on their award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The breaching party also agrees to a waiver of defense; The debt/Infringer waives any defense of its right under this agreement other than payment in full of the obligation due to TRUST.

Claims shall be heard by a panel of three arbitrators within ten (10) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator Within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or failed to agree upon the third arbitrator, the third arbitrator shall be selected by AAA. The arbitrators shall have expertise in the subject matter being considered.

Notwithstanding any language to the contrary in the contract documents, the parties hereby agree: That the underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitrators Rules Also known as ("Appellate Rules"): that the Underlying Award rendered by the arbitrator(s) shall at a minimum be a reasonable award; and that the Underlying award shall not be considered final until after the time for filing the notice of appeal has expired, pursuant to the Appellate. Rules. Appeals must be initiated within thirty (30) days of receipt of a Underlying Award, as defined in Rule A-3 of the Appellant Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process, the decision rendered by the Appeal Tribunal. may be entered into any court having jurisdiction thereof.

Arbitration is an administrative remedy that has not been exhausted as yet, a remedy that remains available to the TRUST with reference to TRUST property under the Federal Arbitration Act, enacted February 12th, 1925 and codified at Title 9 U.S.C. Chapter 1 and FOREIGN STATE as defined in 28 USC section § 1602, et. Seq., the FOREIGN SOVEREIGN IMMUNITY ACT of 1976. Pub. L. 94-583 (hereafter FSIA).

Federal law supports our position that confusingly similar trademarks may cause undesirable confusion and damaging outcomes in the public. In this instance, this may cause material and irreparable harm by eroding the distinct association among our trademark our product services. Intellectual property and reputation. Your actions constitute trademark infringement under both state and federal law, including Lanham Act, (15 U.S.C. §§ 1051-1127. Remedies for such infringement can include payment of actual and trouble monetary damages sustained by the use of the mark, recovery of profits, attorney's fees, seizure of property and injunctions.

7.2 Preliminary Injunctive Relief.

If the infringing parties continue Trademark Infringement of **ALL CAPS NAME**TM and breach any of the material terms of this Arbitration Agreement, all Parties agree that the non-infringing party, **ALL CAPS NAME**TM TRUST would suffer irreparable harm. And would activate remedies that include payment of actual and trouble monetary damages sustained by the use of the mark, recovery of profits, attorney fees and seizure of the offender's property. As a result of breach, TRUST shall be entitled to Preliminary Injunctive Relief within fifteen (15) days of the breach to prevent the continuance of breach and will be entitled to equity in the form of Emergency Measures of Protection, punitive damages, and other monetary relief as provided by statute.

The breaching party also agrees to a waiver of defense; The Debtor INFRINGING PARTY waives any defense of its rights under this agreement other than payment in full of the Obligations due to Secured Party and **ALL CAPS NAME**TM TRUST shall be entitled to all costs, including attorney's fees related to any and all claims or actions brought to enforce this agreement, and shall be free to prosecute all rights. Trust has, as the date of this agreement.

7.3 Arbitration Process

1. The undersigned party agrees to mandatory binding arbitration and acknowledges the jurisdiction of AAA to enforce the terms of this arbitration agreement. Our arbitration agreement follows and adheres to the American Arbitration Association, hereinafter AA in accordance with. Its commercial arbitration rules and the judgment on the award rendered by the arbitrator's may be entered into any court having jurisdiction thereof.
2. The arbitrators will conduct under the AAA Code of procedure for resolving intellectual property Disputes.
3. The locale shall be AAA **City, Georgia**.
4. This agreement to arbitrate shall be specifically enforceable. A party may apply to any court or jurisdiction for interim or Conservatory relief, including without limitations, and proceeding to compel arbitration.
5. Any award by the arbitrators may be entered as a judgment in any court having jurisdiction.
6. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 60 days. From the date the arbitrators are appointed. The arbitrators may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.
7. Assured that the spirit and intent of the parties to this agreement with respect to its objective of affectedly, disposing and resolving disputes, the arbitration process and proceedings will transpire

within thirty (30) days of filing and awards rendered. Within 60 days total to be reckoned from the date, the complaint or individual position papers of the parties are duly submitted.

8. The arbitration will be based on the submission of documents, and there shall be no end person or hearings.
9. The arbitration shall be conducted by a tribunal panel of three (3) arbitrators.
10. The three Arbitrators will be selected by the following method; TRUST will select one arbitrator and INFRINGING PARTY shall select, one Arbitrator and those two Arbitrators will select the third Arbitrator who will act as Chair.
11. The chair will have a minimum of three years Demonstrably knowledgeable experience in Intellectual Property/Trademark Infringement.
12. The chair of the arbitration will be selected by agreement of the Arbitrators, however if the Arbitrators cannot agree. The selection will be made by AAA.
13. The arbitrator(s) shall have authority to award special damages.
14. The arbitrators shall be entitled to issue injunctive and other equitable relief period
15. The arbitrator(s) shall award interest from the time of the breach to the time of the award at the specific rate of prejudgment interest.

16. The prevailing parties are entitled to recover the costs of the Arbitration, including AAA administrative costs, arbitrator compensation and expenses, and the attorney's fees and whatever percentage of the original claim each party is determined by the Arbitrator(s) to have Prevailed.
17. The Arbitration shall be conducted and the Award decided based on the submission of the documents with no in-person or no oral hearings and no oral testimony given.
18. Discovery will be limited to a timely exchange within ten (10) days of requests of no more than 500 pages total.
19. The Award shall contain recitations of the full findings of fact and conclusions of law.
20. The Arbitration will be conducted in English.
21. The Arbitrator(s) are limited to awarding an amount submitted prior to the commencement of the hearings contained in a sealed envelope by each of the Parties.
22. A Party may file an appeal and arbitration of any final arbitration award before a single arbitrator within 30 days of the date the award is issued. The Party filing such an appeal and arbitration is responsible for paying all filing an arbitration fees associated with the appellate arbitration proceedings.
23. The parties agreed to keep confidential the proceedings, participants comment documents and evidence and award of the arbitration except as necessary to conduct the arbitration or in connection with any court application related to. The arbitration or as otherwise required by law.

7.4 Selection of Arbitrators

Arbitrator(s) shall agree to the limits prior to accept an appointment.

The arbitration shall be conducted by a tribunal panel of three (3) Arbitrators.

Within ten (10) days after the commencement of arbitration, each party shall select one person to act as arbitrator and two select that shall select the third arbitrator within ten days of their appointment. The arbitrators shall have a minimum of 3-years experience in dealing with Intellectual Property that will impartially resolve the submitted cases. If the arbitrators selected by the parties are unable or failed to agree upon the third arbitrator, the third arbitrator shall be selected by AAA. The arbitrators shall be subject matter.

For the selection of arbitrators is to be valid and binding between the parties, the following requisites and conditions must be complied with; The undersigned parties will engage arbitrators who have

conducted proceedings in many jurisdictions and under the major international arbitration rules, and are accustomed to addressing choice of law, choices of jurisdiction, comparative law, and cross-cultural issues, in a neutral forum. Arbitrators must be competent in trademark infringement, Intellectual property disputes, trust law, contract disputes and have high standards in society as well as have an established reputation or proficiency in arbitration procedure. Furthermore, the undersigned parties reserved their rights to add more conditions to the foregoing enumerations as they may deem just and equitable for the benefit, protection, and preservation of their interests and fast resolution of disputes.

7.5 Applicable Law/ Choice of Law.

To govern the execution, enforcement and implementation of this agreement, the undersigned parties adhere to the laws of the Federal Arbitration Act, 9 U.S.C. §§ 1-16, not state law, shall govern the arbitrability of the disputes under this Agreement. It will be deemed as the governing law of the Agreement, without prejudice to conflict of law provisions that will also have a supplementary application. This choice of law clauses is binding between the parties and the selected Arbitrators. The exclusive jurisdiction and venue of any action to prevent the actual or threatened infringement, misappropriation or violation of a party's trademarks, trade secrets, patents or other intellectual property rights will be American Arbitration Association if this contract is breached between the parties but state and federal courts may be employed as a remedy for non-signatories who may not be bound by this agreement.

7.6 OPT-OUT. YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE OF RECEIPT (the “Opt. Out Deadline”). You must opt out by the Opt. Out Deadline for any Use of service.

You may opt out of these arbitration proceedings within Seventy-two (72) hours in writing to the Absolute Trustee and speaking to us directly or online. At [http:// www.ABD.com/contact/](http://www.ABD.com/contact/) .

Your Opting out does not relieve you of your liability for infringing on our Trademark.

Any attempts to opt out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court. This includes any claims against other parties relating to service or devices provided or built to you, (such as our suppliers. Dealers authorized retailers or third-party vendors) whenever you also assert claims against us in the same proceeding.

You and we each also agree that the agreement effects Interstate commerce, so that the Federal Arbitration Act and the federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision, (despite the general choice of law provisions set forth below).

THERE IS NO JUDGE OR JURY IN ARBITRATION AND COURT REVIEW OF ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

7.7 Waivers.

A. The waiver by either party of a breach or other violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provisions of this agreement also.

B. Waiver of sovereign immunity. All parties to this agreement hereinafter waive all claims to eat the sovereign immunity. Prosecution no immunity, qualified immunity, or any other doctrine of immunity.

7.8 Notice.

Any notice required or permitted here under shall be deemed sufficient if given in writing and delivered personally by facsimile transmission, by reputable overnight carrier service or US mail postage prepaid to the addressees shown below or to such other addresses as are specified by similar notice and shall be deemed received upon personal delivery upon confirmed facsimile receipt, [number] days following deposit with such carrier service, or [number] days from deposit and the US mail in each case as herein provided:

If to [COMPANY NAME]:
[COMPANY NAME]
Address
State
Attention: Name
Phone number
With a copy to:

If to [DEVELOPER NAME]:
[COMPANY NAME]
Address
State
Attention: Name
Phone number
With a copy to:

A party may change its address in the name of its designated recipient of copies of notices for the purpose of this agreement by giving the other party written notice of the new name and the address phone number, facsimile number of his designated recipient.

7.9 Agreement Binding On Successors.

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their Heirs administrators, successors and assigns.

7.10 Governmental Approval.

As promptly as possible after execution of this agreement, LICENSEE agrees to submit copies of this Agreement to any governmental agency in any country in the Territory where approval of the license agreement is necessary and agrees to promptly prosecute any such application diligently. This Agreement shall only become effective in such country or countries upon receipt of appropriate approval from the applicable government agency.

7.11 Integration.

This agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, including any optional agreements which may have been entered into between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended, except in writing signed by the parties hereto and specifically referring to this Agreement. This agreement shall take precedence over any other documents which may be in conflict with said Agreement.

7.12 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

7.13 Articles and Other Headings.

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

7.14. No Joint Venture.

Nothing contained herein shall constitute this agreement to be an employment, a joint venture or partnership.

7.15 Assignability.

The license granted here under is personal to LICENSEE and shall not be assigned by any act of LICENSEE or with the consent. of the LICENSOR.

7.16 Assignment Other.

Licensee shall not assign, sublicense, transfer by operation of law, unless Trademarked Assets are being moved in connection with a transfer/recovery/return of all infringing articles. LICENSEE otherwise must convey licensee's rights or obligations under this agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs and expenses, including but not limited to a reasonable attorney's fees arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of licensee's, rights and obligations.

7.17 BENEFITS TO PARTIES.

The provisions set forth in this Agreement are for the sole benefit of the parties hereto, and their successors and assigns, and they shall not be construed as conferring any rights on any other persons.

Bankruptcy.

In the case of bankruptcy of either party to an agreement, the debtor has the right to assume or reject an executory contract. 11 U.S.C. § 365(a); see also 11 U.S.C. § 365(f) (assumed executory contract may be assigned if proposed assignee provides adequate assurances of future performance); 11 U.S.C. § 365(g) (rejection of executory contract constitutes a breach of such contract). The Bankruptcy Code does not define the term executory contract. But the term is widely accepted to mean a contract that has yet been fully performed or fully executed -- In other words, there are material performance obligations remaining on both sides.

How these provisions apply in the context of trademark licenses is discussed below.

Licensors, as debtors in bankruptcy, The U.S. Supreme Court, has clarified that a debtor's rejection of a trademark license breaches the contract, but does not rescind it and as such, all the rights that would ordinarily survive a contract breach, (such as the licensee's right to use the trademark) remains in place post-rejection. *Mission. Prod. Holdings, Inc. v. Tempnology, LLC*. 2019. US Lexis. 3544. At * 5 (May 20, 2019). Prior Case Law and background.

Section 8

THE CONFESSION OF JUDGMENT CLAUSE IS AS FOLLOWS:

Confession of Judgment. In the event that either of the parties' defaults on any obligation under this agreement, the non-defaulting party shall have the right to confess judgment against the defaulting party. This confession of judgment shall be enforceable in accordance with the laws of the State in which the non-defaulting party elects and/or chooses which acknowledges and/or recognizes confession of judgment. Such may be had in any court of the United States by any officer of the court including a clerk of the court, and the defaulting party shall be liable for all costs and expenses associated with the obtaining on the enforcement of such judgment.

8.1 The Supreme Court has firmly held in *Archer* (2019), that the Courts are prohibited from engrafting

“Exceptions,” note:

‘When a contract delegates arbitrability questions to an arbitrator, some federal courts (have in an on-going conspiracy), none the less with short-circuit the process and decided the arbitrability questions themselves ...’

8.2 The Supreme Court stated, “the Act does not contain a Declaratory, Injunctive, or whole groundless exception, as such it is consistent with the Federal Arbitration Act’, they concluded that ‘the Act does not contain such “exceptions” and that they were not at liberty to rewrite the statute passed by Congress and signed by the President.’ 586 U.S. _____, (2019)

The Court further held “when the Parties contract delegate the arbitrability questions to an arbitrator, the Court’s (all of them), must respect the parties’ decision as embodied in the contract. We vacate the contrary Judgment of the Court of Appeals. *Id.*

As stated by the United Court, matters of Arbitration are, if previously agreed and embodied in the contract, must be left to the Arbitrator to decide.

8.3 The Plaintiff/Complaining Opposition Party, and each of the Respondents “agreed to the performance agreement [they] was given . . . as noted above, the Plaintiff failed to fulfill his [their] responsibilities under the performance agreement, [as] the contract is a performance contract in which the plaintiff [Respondents] acknowledges and agrees . . . the Court [Arbitrator] assumes that contract law would apply to this document.” *See, Charles et al.*, 215 U.S. Dist. Lexis 1 (*Charles, et al. v. Board, et al.*).

8.4 The Plaintiff/Complaining Opposition Party acknowledges and willingly admits to receiving the several notices, thus eliminating the concealment element of fraud. *See*, F.R.C.P 9(b) The Plaintiff/Complaining Opposition Party acknowledges prior relationships (*See*, Page 12, paragraph 25; Page 17, paragraph 38), noted the general principles:

“The pre-existing Duty Rule” – is triggered when the promises undertakes to do something in addition to what he [they/she] is [are] already obligated to do under his [their/her] pre-existing Duty. *Great Plains Equip., et al. v. NW Pipeline, et al.*, 132 Idaho 754, 769-70, 979 P.2d 627 (1999).

8.5 It is said that UCC §§ 2-207 thru 2-210, governs provision added by a party unilaterally as well as provisions that alter pre-existing contracts based on mutual assent. So the contracts’ validity is protected the same as “the Rights Against the United States and other Parties arising out of a contract are protected by the 5th Amendment of the United States Constitution”. *US et al.*, 118 US 235, 238, 258 US 51, 65.

8.6 Jerome Powell in a 60 Minute video interview, as Chairman of the Federal Reserve, admitted to a national audience that the Federal Reserve and their member banks “print and create money digitally” out of thin air. This practice is unconstitutional which lead to the acceptance of these new terms per the new demand for payment for one of these digital currencies backed loans in violation of the “Equal Power for every dollar” principle. *Butter v. Thomson*, 1877, at least this is as every statement herein is based upon our belief and provided by historical records.

8.7 A legitimate Arbitration Association is governed by the F.A.A., and the parties via contract §§ 1-16, 201-216, 301-316.

“Validity of Arbitration” Doctrine: “To qualify as a valid Arbitration under the F.A.A., the Arbitration must consider the evidence and arguments from each party – advanced,” 524 F.3d 1235, 1239 (11th Cir. 2008).

8.8 It appears by the facts and record that an Arbitration Association is not prohibited from:

a. Marketing itself

- b. From charging a fee
- c. From providing a *de novo* hearing
- d. Proof of Service
- e. From utilizing U.S. Mail
- f. From organizing independent contractors
- g. Providing awards in amount agreed by parties
- h. From being represented by members of group
- i. From challenging the jurisdiction of the Court
- j. From the “Judicial Immunity Doctrine”; and challenges the contract as a whole and not

specifically the Arbitration clause, which by law it is said to be the sole jurisdiction of the Arbitrator. *See, Rent-A-Center v. Jackson*, 130 S. Ct. 2772, 2779 (2010). The Court held that “the only part of the Agreement that a Court may consider”, is the Arbitration clause. *Buckeye Check Cashing, Inc., v. Cardegna*, 546 US 440-446 (2006). The Plaintiff/Complaining Opposition Party and its alleged co-conspirators appear to be exceeding the limits mapped out for them in law in violation of the Secured Rights of Petitioners to Due Process of law.

8.9 “Finding that the Plaintiff agreed to [arbitrate] mediate by failing to properly notify of their lack of acceptance ... finding that the language indicating **Change in Terms** was offered ... which was accepted by conduct ... compelling Arbitration where Plaintiff received Arbitration Agreement ... and manifest assent by performance.” *Tickanen v. Harris, Ltd.*, 461 F. Supp 2nd 863, 867, 868 (E. Wis. 2006); 713 US 304, 309, 713 US 304, 309, 793 NE 2d 886-892, No. 03-CIV-08823 (CSH), 2006 WP 69 2002

It is believed that it is well settled that “... there is not defense offered to the confirmation of an Arbitration award ... an opposing party cannot challenge an Arbitration award decided after proper hearing and noticed”. *Dean*, 470 US 213, 220 (1985) stating, “Congress intended the Courts to enforce [a]rbitration Agreements into which parties have entered.”

8.10 “Tactic Acquiescence” is with reference to “conduct, action, inaction, forbearance, performance. *See*, Performance Contract for reference. There seems or appears to be an inference ‘that one acquiesces if they do not perform or fail to perform an act’, this is not what it appears the contracts suggest and the Arbitrators relied upon. The Arbitrator would appear and determine ‘if there was a prior relationship’? The Respondents confirmed the Arbitrators conclusion. ‘Was there a duty to respond’? The Arbitrator has determined that based on the claims of debt and the Fair Debt Collection Practices Act (hereinafter “FDCPA”), that there was a duty to respond.

8.11 That there was a contract, that contained an expiration date, opt-out clause, arbitration, and commerce clause, that the contract was doable, valid, enforceable, binding, and irrevocable. The Arbitrator agreed with these qualifiers and it appears relied on these FAA standards, and the law of contracts (Restatement of Contract, Restatement of Contracts (Second/Third) in reaching the ‘Judicial Act’ qualified conclusions.

8.12 The Respondents appear to confuse Arbitration with litigation for they claim that:

“Final awards consists of variations of a standard form that fails to reference any specific details of the case ... (pg.3, ¶ 3). The Respondents then attempts to list the details they claim were deficient (*See*. Pg. 14-15, 32 ¶¶ 32, 44).“Arbitrators need not explain their rational for an award”. 948 F.2d 117, 121 (2nd Cir. 1991).

8.13 It is believed that the Respondents waived their right to complain, by receiving notices and deliberately ignoring said notifications:

“That a party opposing enforcement must show it was not given “Notice” reasonably calculated to inform it of the proceedings and on opportunity to be heard ... The Court found that the claimant with an opportunity [be heard] participate in the Arbitration in a meaningful manner and Respondents simply choose not to participate in the Arbitration proceedings.” *Tiangsu* 399 F.Supp. 2d 165, 1968 (E.D.N.Y. 2008), *Tianjin Port Free* at 4, 5. As it is held and still remains, so we believe, “when a Judge acts where he or she does not have jurisdiction to act, he judge is engaged in an act or acts of treason.” *Cohen*, 19 US (6 Wheat) 264, 404 5 L.Ed 257 (1821).

8.14 As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent(’s) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claim for Proof of Claim and thereby create/cause a “breach” of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claim for Proof of Claim: Respondent(s) may; in “good faith” and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent(’s) duties/obligations set, established, and agreed upon between the parties to this agreement. It shall be noted that no typo, misspelled word, and/or grammatical defect and/or error shall have any effect on the overall context of this contract and/or its validity. That as stated, this instrument shall be and forever shall remain contextually construed and never otherwise, and all parties agree hereinto/onto the same.

8.15 If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted.

8.16 Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Attorney General such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.

8.17 Entire Agreement.

This agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

8.18 Amendments.

This agreement may not be modified, amended, altered or supplemented, except by agreement in writing executed by the parties. Here too.

In witness whereof, the parties here to have caused this agreement to be executed by their duly authorized representatives as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Licensor Name]

By: _____

Name: _____

Title: _____

[Licensee Name]

By: _____

Name: _____

Title: _____