



Holy Yoga Trademark Agreement

HOLY YOGA TRADEMARK LICENSE AGREEMENT

The fee of \$47.97 is required annually to maintain the use of the Holy Yoga Trademark. Payments for this fee are collected upon graduating from the Holy Yoga Instructor Training Program.

This Trademark License Agreement ("Agreement") is entered into and effective as of August 13, 2010, (the "Effective Date") by and between Holy Yoga Living, INC a designated 501c3 non-profit organization, having a principal place of business at 14052 South 24th Way Phoenix, AZ 85048, AZ 85048 ("Licensor"), and _____ ("Licensee") Licensor and Licensee are hereinafter referred to collectively as the "parties" or individually as a "Party".

WHEREAS, Licensor is the owner of certain trademark rights in the mark HOLY YOGATM used in connection with various goods and services, including educational services, instruction of classes, teacher training, conferences, DVDs and other audio visual media, books, magazines and other printed materials, and clothing, apparel and any other merchandising items, for supporting and reinforcing a Christian-centered lifestyle incorporating yoga exercises, such use including that associated with the marks and logos set forth in Schedule A, and common law trademark rights associated therewith (the "Marks");

WHEREAS, Licensee is a company in the business of Holy Yoga, ministry of yoga classes and instruction;

WHEREAS, Licensee desires to use the Marks in the operation of its business, and Licensor desires to license the Marks and its rights associated therewith to Licensee and have the benefit of Licensee's use of the Marks inure to Licensor pursuant to 15 U.S.C. §1055 in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License Grant and Consideration.

1.1 Licensor hereby grants Licensee a non-exclusive, non-sub-licensable, nontransferable license in the territory of _____ (otherwise known as _____, if applicable) (the "Territory") to use the Marks in connection with the goods and services listed on Schedule B (the "Field of Use"), subject to the terms and conditions of this Agreement.

1.2 The Parties agree that Licensee's use of the Marks hereunder, including the goodwill arising from such use, shall inure to the benefit of Licensor, and Licensee shall have no right whatsoever to the Marks (except the limited license rights as specifically set forth herein). Licensee agrees to not use the Marks except as specifically set forth herein.



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1.3 Licensee shall not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of Licensor's right, title, and interest respecting the Marks. Licensee shall not in any manner represent that it has any ownership in the Marks, and Licensee acknowledges that its use of the Marks shall not create in Licensee's favor any right, title or interest in or to the Marks.

1.4 Licensee shall not pledge its rights to the Marks as security for any of Licensee's debts or any other purpose, or allow any third party to have rights in the Marks or rights related to this Agreement without the prior written consent of Licensor. Notwithstanding the foregoing, Licensee shall be able to allow third parties to use the Marks so long as that use is governed by a trademark usage policy that has quality control provisions at least as restrictive as those set forth herein and that Licensee can terminate such third party use at its or Licensor's sole discretion. Should any of Licensee's rights in the Marks become vested in a third party other than Licensee, Licensor shall have the right to terminate this Agreement for cause as set forth in Section 3.

1.5 The license grant in Section 1.1 shall be royalty-free; however, Licensee shall provide to Licensor a one-time payment of \$500.00 to cover Licensor's administrative expenses. (Fee is waived in this particular licensure per Brooke Boon)

2. Quality Control.

2.1 Licensee shall, during the term of this Agreement, use the Marks only on or in connection with goods and services within the Field of Use in the Territory, only upon employing quality standards which meet or exceed the following: and services; or

2.1.1 The standards that Licensor directs Licensee to use for the goods

2.1.2 The highest standards recognized by the industry as acceptable for the rendering of such goods and services.

2.2 Licensee further acknowledges that it will use the Marks properly as determined by modern U.S. trademark law. Specifically, Licensee agrees to always denote the Marks with a "™" symbol, a "TM", symbol, or a "®" symbol if the Marks become registered at the United States Patent and Trademark Office. Licensee further agrees to use the Marks consistently and to reproduce the Marks in the exact manner directed by Licensor. Licensee further agrees to use the Marks as adjectives rather than nouns and to place a disclaimer in a prominent location near the use of the Marks to the effect that "HOLY YOGA™ is a trademark(s) of Holy Yoga Living, L.L.C." or another entity that Licensor may designate from time to time. Licensee agrees to correct any misuse of the Marks as determined by Licensor within ten (10) days of receiving notice from Licensor of any such misuse.

2.3 Licensee shall not acquire or use any internet address (such as a domain name) containing the Marks, or a portion thereof, or anything likely to be confused with the Marks. Information displayed over the internet, to the extent that the Marks are displayed, shall also provide notice that the Marks are owned by Licensor.



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2.4 Licensee agrees that Licensor has the right to control the quality of goods and services offered by Licensee under the Marks. Licensee agrees to comply with the quality control standards referenced herein.

2.5 Licensor and its duly authorized representative(s) shall have the right, upon reasonable advance notice, to monitor any services or inspect the goods produced by Licensee in connection with the Marks.

2.6 Licensor and its duly authorized representative(s) shall have the right, during normal business hours and upon reasonable advance notice, to inspect any facility or be given unrestricted access to any Website used by Licensee in connection with Licensee's goods and services in order for Licensor to monitor the quality of these goods and services, as well as Licensee's compliance with all other terms of this Agreement.

2.7 Licensor may request Licensee to confirm compliance with quality control standards by providing, at Licensor's request, a written affidavit from time to time, but not more frequently than monthly, stating the following: Licensee has complied with the quality control standards set forth in Paragraph 2.1 of the Trademark License Agreement, entered into between Holy Yoga INC, as Licensor, and _____ as Licensee, and there has been no decline in the quality standards of such goods and or services maintained by Licensee since entering into the aforesaid Agreement.

2.8 Notwithstanding the foregoing, Licensee shall be responsible for assuring that goods and services associated with the Marks are free from defects in material and workmanship, are of merchantable quality and are fit for the purposes intended by Licensee's customers.

3. Term and Termination.

3.1 The term of this Agreement shall be from the Effective Date until the license is terminated as set forth herein.

3.2 Licensor may terminate this Agreement upon thirty (30) days written notice if Licensee breaches Section 2 (Quality Control) of this Agreement, is involved in any litigation that affects the substantial value of Licensor or Licensee, litigation that involves Licensee's use of the Marks, if Licensee is the subject of a criminal investigation, files for bankruptcy protection or is otherwise insolvent and unable to pay its debts as they become due, disparages Licensor, Licensee's breach of Section 1.4 relating to rights of third parties, or materially breaches this Agreement (Termination for Cause). Termination for Cause shall be without prejudice to any other remedy Licensor may have against Licensee for breaching any provision of this Agreement.

3.3 Licensor may terminate this Agreement upon ten (10) days written notice should there be a change of control of Licensee. A "change of control" of licensee occurs if any one of the events occurs listed herein or any other event that results in Licensee being controlled by a different person or entity that is in place or anticipated as of the Effective Date: (1), if any one shareholder obtains more shares of Licensee than are owned by _____, (2), if any one shareholder other than _____, obtains more than twenty-five percent (25%) of



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any outstanding shares of Licensee, or (3) if _____, involuntarily is terminated from their position as an officer with controlling authority of Licensee.

3.4 Upon termination of this Agreement pursuant to Sections 3.2.-3.3.:

- (1) Licensee's license to use the Marks shall immediately terminate and all rights of Licensee to the Marks shall cease.
- (2) Licensee shall cease using the Marks on the day that termination is effective. This day shall be sixty (60) days after the written
- (3) Licensee shall return all materials (and any products) bearing the Marks to Licensor within 30 (thirty) days of the date this license is terminated. If certain materials functioning as or bearing Marks are too big or physically cannot be returned to Licensor, Licensee shall conceal these materials from public view as of the date this Agreement is terminated.
- (4) Licensee shall not adopt or use any name, other trademark, services mark, or trade dress, or domain name that is confusingly similar to or dilutive to the Marks.
- (5) Licensee shall change its name to remove the term "HOLY YOGA" there from and replace it with another term not likely to be confused with HOLY YOGA and file amendments within ten (10) days with the applicable Secretary of States' Offices (and any other similar agency) to reflect a change in the d.b.a. and cease using any materials the bear the name HOLY YOGA or any other name confusingly similar to the Marks.

4. Unauthorized Use. If Licensor or Licensee discovers the unauthorized use of the Marks by any third party, the discovering Party shall promptly notify the other Party. If Licensor, in its sole discretion, elects to pursue such third party, Licensee shall provide all reasonable assistance to Licensor in connection with such action. If Licensor, in its sole discretion, elects not to pursue such third party infringer, Licensee may pursue such third party infringer at Licensee's expense only upon Licensor's prior written consent.

5. Ownership.

5.1 Licensee acknowledges and agrees that Licensor is the exclusive owner of all right, title and interest, in the Marks, all goodwill associated therewith, and the right to use the Marks subject to the limitations set forth herein. Licensee also acknowledges and agrees that Licensor shall retain the full ownership interest in and to the Marks and the associated goodwill and all registrations granted thereon, and that all use of the Marks by Licensee shall inure to the benefit of and be available to Licensor. Except for the rights specifically granted or licensed herein, Licensee shall have no rights to the Marks.

5.2 Except as expressly provided in this Agreement or as otherwise approved in advance in writing by Licensor, Licensee shall not register, or attempt to register, or aid or assist third parties in registering, the Marks or any other mark that is confusingly similar to the Marks irrespective of the goods or services that would be provided under those marks, including, without limitation, any registration as part of a corporate name, trade name, trademark or service mark in the United States Patent and Trademark Office, the United States Copyright Office, or any Secretary of State's office.



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5.3 Both during the period of this Agreement and thereafter, Licensee shall not contest the right, title or interest of Licensor in, or lawful licensee of, the Marks or registrations thereof or challenge the validity of this Agreement, and Licensee shall not take any action or fail to take any action the result of which could reasonably foreseeably adversely prejudice Licensor's interest in the Marks.

5.4 Licensee shall from time to time do and perform such additional acts and execute and deliver any and all papers and documents necessary to protect, preserve and extend the Marks and registrations thereof that are reasonably requested by Licensor to establish, maintain or protect its rights and remedies under, or to affect the intent and purpose of this Agreement.

5.5 Although Licensor has a good faith belief that it owns the Marks and has exclusive rights to use the Marks, Licensor explicitly disclaims any representations or warranties that it owns or has exclusive rights to the Marks and Licensee acknowledges that the Marks are being licensed to Licensee "as is" with no warranty as to their validity.

6. Indemnification.

6.1 Licensee shall defend, indemnify and hold harmless Licensor and its directors, officers, employees, agents and representatives (collectively, as the "Indemnified Party") with respect to any and all losses, damages, costs and expenses (including, demands, suits, claims, actions, assessments, liabilities, taxes, judgments, expenses of investigation and fees and disbursements of counsel and other professionals) (collectively, "Losses") that it may incur arising out of or related to a third party claim arising out of or related to (i) any use by Licensee of the Marks or (ii) the inaccuracy or breach of any representation or warranty contained in this Agreement.

6.2 Licensor shall notify Licensee promptly in writing after becoming aware of an indemnity claim. Licensee shall have the sole right to control the defense of any such action with counsel of its choice and to enter into a stipulation of discontinuance and settlement thereof; provided, that Licensee shall not enter into any such stipulation or settlement that (i) could reasonably be expected to materially affect Licensor or (ii) admits any liability or fault by Licensor, without Licensor's written consent (which consent will not be unreasonably withheld or delayed); and provided, further, that Licensor shall have the right to employ separate counsel and to participate in the defense of any such action, at the Licensor's own expense.

6.3 Notwithstanding anything contained in this Agreement to the contrary, in no event shall Licensee be obligated under this Section 6.3 to indemnify Licensor otherwise entitled to indemnity hereunder in respect of any Losses to the extent that such Losses result from (a) Licensor's intentional or willful misconduct, (b) Licensor's failure to perform its obligations under this Agreement or (c) Licensor's violation of Law.

7. Notices. Any payment, notice, or other communication required or permitted to be made or given to either Party pursuant to this Agreement shall be sufficiently made or given upon actual receipt if hand-delivered or by telecopy, or three business days after the date of mailing if sent by certified or registered mail, postage prepaid, addressed to such Party at its address set forth below or to any other address as it shall designate by written notice to the other Party as follows:



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TO LICENSOR: Holy Yoga INC.
Attention: Brooke Boon
14052 South 24th Way
Phoenix AZ 85048

TO LICENSEE: _____

8. Default. In the event of a default by a Party, the other Party shall be entitled to any remedy in law or equity. The rights of either Party hereunder shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default by the other Party.

9. Amendment. Except as expressly set forth herein, this Agreement shall not be modified, altered or amended except by agreement in writing signed by duly authorized representatives of the Parties hereto. Notwithstanding the following, Schedule A may be amended by Licensor simply mailing, faxing, or e-mailing a revised Schedule A to Licensee and denoting that Schedule A is amended.

10. Assignment. This Agreement of the obligations and rights herein may be freely as-signed by Licensor. Licensee shall not assign this Agreement, or any rights or obligations thereto, or have a Change of Control and continue this Agreement, without the express written consent of Licensor.

11. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. Entire Agreement. This Agreement, together with the Schedule(s) hereto, constitutes the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior written or oral agreements or understandings in variation of its terms.

13. Applicable Law and Jurisdiction. This Agreement shall be construed, and the legal relations between the Parties determined, in accordance with the laws of the State of Arizona. Further, the Parties agree to litigate any disputes in the U.S. District Court or state court situated in Phoenix, Arizona depending on whether federal or state jurisdiction is appropriate and the Parties hereby agree to the jurisdiction of those courts.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered one and the same agreement, and shall become effective when signed by both Parties.



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SCHEDULE A

MARKS

HOLY YOGA™

HOLY YOGA LIVING™

HOLY YOGA LOGO

HOLY  YOGA™



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I understand that if I participate in any of the following, that Holy Yoga, any of its officers or board members, reserve the right to revoke my ability to use the Holy Yoga name and/or affiliation with it at any time. By signing this, I also affirm I have read and understand the process for revocation as outlined in the Holy Yoga licensing agreement.

1. Inappropriate touch or innuendo
2. Slander
3. Gossip
4. Compromise of Integrity
5. Unwillingness to participate in all of the outlined requirements for certification
6. Unwillingness to abide by the outline of the Holy Yoga licensing agreement (example: usage of the name/brand/ministry for things outside of the Holy Yoga statements of faith).
7. Denial of any part of the Bible as authoritative Truth and it being the complete Word of God.
8. Inability to proclaim the Truth of the Trinity, namely the recognition of the Father, the Son and the Holy Spirit as the One true God.

I understand that electronically checking the Trademark Agreement box, that I agree to all the information outlined in this agreement.