



10-26-1998



To the **10-09-1998**
U.S. Patent & TMO/TM Mail Rcpt Dt. #54

100860594

al documents or copy thereof. **D**

1. Name of conveying party(ies)

African American Quality Products, Inc. (Georgia)
African American, Inc
Supersnacks, Inc.
David Lee
African American Quality Products, Inc. (Virginia)
William W. Kennedy
Shiree Whitten
Leroy Boyd
Thomas Kern

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)

Name: Innovative Corporate Concepts, Inc.

Street Address: 146 Forest Pkwy
Suite B
Forest Park, Georgia 30050

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached

YES NO

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Licensing Agreement

Execution Date: May 7, 1997

4. Application number(s) or registration number(s):

A. Trademark application No.(s)

B. Trademark Registration No.(s)

Ser. No. 75-239,372
Filed Feb. 10, 1997

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Daniel R. McClure, Esq.
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1500
Atlanta, Georgia 30339

6. Total number of applications/registrations involved: [1]

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

20-0778
(Attach duplicate copy of this page if paying by Deposit Account)

10/22/1998 SBURNS 00000117 75239372

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40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel R. McClure

Oct 6, 1998

Daniel R. McClure (Reg. No. 38,962)
Docket No.: 252001-3010

Date

Total number of pages including cover sheet, attachments, and document: [17]

LICENSING AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of May, 1997 by and among INNOVATIVE CORPORATE CONCEPTS, INC., a Georgia corporation ("Innovative" or "Licensee"), a wholly-owned subsidiary of MARCRE SALES CORPORATION, INC., a Georgia corporation ("Marcre"); AFRICAN AMERICAN QUALITY PRODUCTS, INC., a Georgia corporation ("AAQP of Georgia" or "Licensor"); WILLIAM W. KENNEDY, an individual residing in Virginia, and SHIREE WHITTEN, an individual residing in Georgia (together, "Kennedy"); AFRICAN AMERICAN, INC., a Virginia corporation ("AA of Virginia"); AFRICAN AMERICAN QUALITY PRODUCTS, INC., a Virginia corporation ("AAQP of Virginia"); SUPERSNACKS, INC., a Virginia corporation ("Supersnacks"); DAVID LEE, an individual residing in Virginia ("Lee"); LEROY BOYD, an individual residing in Alabama ("Boyd"); and THOMAS KERN, an individual residing in Pennsylvania ("Kern").

WITNESSETH:

WHEREAS, Marcre, Kennedy, Lee, Supersnacks and AA of Virginia entered into an agreement dated February 27, 1997 (the "Prior Agreement"); and

WHEREAS, Kennedy developed a marketing concept and related materials known as "African American" for the sale and marketing of food, clothing and related products (the "AA Concept") and obtained a Massachusetts state trademark for a portion of the AA Concept (the "State Trademark"); and

WHEREAS, Kennedy assigned certain rights to the AA Concept to Supersnacks in an agreement dated September 28, 1994; and

WHEREAS, Lee, AA of Virginia and Supersnacks (together, the "Lee Group") desire to transfer all rights, claims and interests they have (including any rights to trademarks or copyrights), together or individually, if any, in the AA Concept or any materials developed from the AA Concept back to Kennedy and renounce any and all future claims to the AA Concept, except for those rights created by this Agreement; and

WHEREAS, the Lee Group desires to withdraw from consideration any state, federal or international trademark or copyright applications they may have pending with regard to the AA Concept or, in the alternative, to assign and transfer all rights under such applications to AAQP of Georgia; and

WHEREAS, Kennedy assigned certain rights to the AA Concept to Boyd and Boyd desires to transfer all rights, claims and interests which he may have (including any rights to trademarks or copyrights), if any, in the AA Concept, or any materials derived from the AA Concept, back to Kennedy and renounces any and all future claims to the AA Concept, except for those rights created by this Agreement; and

WHEREAS, Kennedy and AAQP of Virginia (together, the "Kennedy Group") desire to transfer all their interests in the AA Concept, including any trademark rights and copyright interests, to AAQP of Georgia; and

WHEREAS, AAQP of Georgia desires to grant an exclusive license to the AA Concept to Innovative according to the terms and conditions contained herein; and

WHEREAS, Innovative desires to market, develop, manufacture and distribute certain products under the AA Concept license and develop the African American brand on a regional, national and worldwide basis;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations herein, all parties do hereby agree as follows:

1. Termination of Prior License Granted to the Lee Group; Transfer Back to Kennedy.

(a) The Lee Group, individually and jointly, hereby transfers back to Kennedy any and all rights, interests or claims to the AA Concept or any derivation, subset, extension or model based upon the AA Concept it has developed or caused to be developed, including all related trademarks and copyrights, if any. The Lee Group, individually and jointly, further renounces, releases and disclaims any and all future or past compensation, fees or reimbursements due it from Kennedy or AAQP of Georgia as a result of its use of the AA Concept. In exchange for the above transfers and releases by the Lee Group, Kennedy, AAQP of Virginia and AAQP of Georgia hereby renounce, release and disclaim any and all future or past claims for compensation, fees or reimbursements due them from past use of the AA Concept (in any form) by any member of the Lee Group.

(b) The Lee Group covenants and agrees to permanently withdraw from consideration all pending federal, state or international trademark or copyright registration materials (the "Pending Lee Trademarks"), if any, relating to the AA Concept within ten (10) days of the date of this Agreement, or, in the alternative, the Lee Group shall transfer and assign all rights in the Pending Lee Trademarks to AAQP of Georgia. The Lee Group agrees that should it fail to comply with this covenant, such covenant may be enforced by any party to this Agreement by injunction or other legal means, and that the Lee Group will pay for all reasonable costs incurred by such enforcement action, including legal fees and court costs.

2. **Termination of Prior License Granted to Boyd; Transfer Back to Kennedy.**

Boyd hereby transfers back to Kennedy any and all rights, interests or claims to the AA Concept or any derivation, subset, extension or model based upon the AA Concept he has developed or caused to be developed, including all related trademarks and copyrights, if any. Boyd further renounces, releases and disclaims any and all future or past compensation, fees or reimbursements due him from Kennedy, AAQP of Virginia or AAQP of Georgia as a result of his use of the AA Concept. In exchange for the above transfers and releases by Boyd, Kennedy, AAQP of Virginia and AAQP of Georgia hereby release and renounce any claim for compensation, fees or reimbursements due them from the use of the AA Concept (in any form) by Boyd.

3. **Transfer of AA Concept to AAQP of Georgia.** Immediately subsequent to the above stated transfer of the Lee Group's interest in the AA Concept to Kennedy and Boyd's transfer of his interest in the AA Concept to Kennedy, such interests, together with all other present or future interests, rights or claims that the Kennedy Group may have in the AA Concept, shall be automatically transferred to AAQP of Georgia without further action by any party.

4. **License; Extent of Grant.**

(a) Upon the terms and conditions set forth herein, Licensor hereby grants to Licensee the exclusive worldwide right and license to the AA Concept for the purposes of producing, marketing and selling any and all food products (including, without limitation, poultry and other meats, drinks and snack food products) and calendars (the "License"). All remaining rights to the AA Concept shall be reserved to AAQP of Georgia.

(b) Licensor covenants and agrees that within twenty (20) days of the date of this Agreement or within 20 days from the effective date of the withdrawal from registration or assignment to AAQP of Georgia of the Pending Lee Trademarks, whichever is later, Licensor covenants and agrees to submit for registration all portions of the AA Concept which are reasonably likely to qualify for federal trademark protection (the "Trademarks").

(c) Upon application for registration of the Trademarks, Licensor hereby grants to Licensee the exclusive worldwide right and license to such portions of the Trademarks that relate to the License (whether such Trademarks are pending or fully approved and registered).

5. **Royalties and Commissions.**

(a) In consideration of the terms contained herein, royalty or sales commission payments (the "Payments") shall be made in accordance with and to those parties listed on Schedule "A" attached hereto. Such Payments shall be made by Licensee on a monthly basis within ten (10) days after the close of each month (or such other reasonable basis as is

mutually agreeable). Payments shall not accrue until full payment for any order has been received by Licensee. Licensee shall prepare on a monthly basis a summary report of all orders and invoices which shall be sent with each Payment. Copies of all invoices and payments shall be available for inspection at the offices of Licensee by any party listed on Schedule "A".

(b) All Payments shall be made in perpetuity to AAQP of Georgia, Supersnacks and Innovative, or their respective successors and assigns. All Payments made to Boyd, or his heirs or assigns, shall continue until Boyd's death plus six months. All Payments made to Kern, or his heirs or assigns, shall continue until Kern's death plus six months.

(c) Should Innovative no longer be required to make Payments to any party for whatever reason, such party's Payment shall be allocated on a pro-rata basis to each surviving party (the "Surviving Party"). Such pro-rata allocation shall be payable to each Surviving Party under the same terms such Surviving Party currently receives payments.

(d) Should Licensee fail to make any Payment required to be made under this Agreement within thirty (30) days of its due date, Marcree agrees, upon written notice thereof, to pay any such Payment due on behalf of Licensee.

6. Expenses.

(a) Each party to the Agreement shall be solely responsible for all expenses incurred by such party, for whatever reason.

(b) Notwithstanding subsection 6(a), all legal fees and related expenses (i) incurred by the parties in connection with the negotiation and development of this Agreement and accrued as of the date of this Agreement or (ii) incurred in connection with the filing of the Trademark, the Pending Lee Trademark and/or the transfer of the Pending Lee Trademark, shall be paid out of the Accrual Fund. All subsequent legal fees and expenses incurred in connection with the AA Concept, the Trademark or the License and for the benefit of all parties shall first be paid out of the Accrual Fund until such fund is depleted and then allocated pro-rata among the parties according to their relative Payment Amount. All other legal costs, including all costs associated with litigation or costs incurred not for the benefit of all parties, shall be paid according to subsection 6(a).

7. Accrual and Community Affairs Funds.

(a) An accrual fund ("Accrual Fund") shall be established and administered by Innovative. All profits remaining from the exploitation of the License after proper payment of all Costs and Payments and other expenses properly incurred and paid under this Agreement shall be deposited in the Accrual Fund. The Accrual Fund shall be used to pay

for marketing costs and related expenses of promoting and protecting the Trademark and License.

(b) A community affairs fund ("Community Affairs Fund") shall be established and administered by Innovative and shall be funded according to Schedule "A". Monies in the fund shall be used solely for distributions to African-American schools, charities and nonprofit organizations. William Kennedy shall have primary responsibility for disbursements of the Community Affairs Fund.

8. **Consulting Agreement with William Kennedy.** William Kennedy agrees to act as a consultant for Innovative according to such terms and conditions as shall be determined at a later date. Mr. Kennedy's primary responsibilities shall be to provide creative vision for the Products and marketing programs, in addition to helping set and maintain quality standards.

9. **Duration and Term.**

(a) This Agreement and the License granted herein shall continue in force for a minimum period of one (1) year from the date of execution of this Agreement (the "Initial Term"), unless otherwise amended in writing and signed by all parties.

(b) Subsequent to the Initial Term, this Agreement and the License granted herein shall be extended automatically on a year-to-year basis without action by any party. Licensee may terminate this Agreement upon written notice given pursuant to Section 19(g) herein prior to the expiration of the Initial Term or any subsequent term to each of the parties to this Agreement at the addresses listed in Section 19(g). No other party may terminate this Agreement or the License granted herein unless Licensee materially breaches this Agreement and fails to cure such material breach within 30 days of receipt of written notice of such breach given pursuant to Section 19(g) of this Agreement by any party to this Agreement. Should Licensee choose to terminate this Agreement for any reason, Licensee and its affiliates shall be prohibited from entering into any subsequent agreement to license or purchase the AA Concept and/or Trademark from any party for not less than one (1) year from the date of termination. For purposes of this Agreement, an affiliate of Licensee shall include Marcre and its shareholders and any other person or business entity controlled by Marcre or any other of its shareholders or in which Marcre or any of its shareholders possess, directly or indirectly, an ownership or other financial interest.

(c) Notwithstanding the provisions of subsection (b) above, if Licensee gives notice of termination for any reason or if Licensee breaches this Agreement and fails to cure within the 30-day cure period, then Geoffrey Marott, acting as agent for Licensee, shall within one hundred twenty (120) days, using all reasonable means, attempt in good faith to obtain a qualified replacement for Licensee (and cure any breach, as applicable). If successful, this Agreement shall continue in full force and effect. Should Geoffrey Marott cease to be employed by Licensee and become unavailable to perform the duties contemplated in this

Section 9(c), the Kennedy Group shall act in his place to find a qualified replacement licensee as contemplated herein. Any such search for a replacement licensee (by whomever performed), shall be conducted in good faith and after consultation with the Kennedy Group and the Lee Group. The Kennedy Group and the Lee Group further agree to cooperate and work together in good faith with regard to obtaining a qualified replacement for Licensee. If a qualified Licensee cannot be found, this agreement shall terminate, unless extended by mutual consent of the Licensor and the Lee Group; but in any event, all rights and responsibilities of Licensee and Geoffrey Marott shall terminate.

10. **Sale of License.** Licensee may, with the prior written approval of Licensor, sell or assign the License granted under this Agreement (but not the underlying AA Concept and Trademark), together with some or all of the benefits, duties and liabilities connected therewith, to any third party not affiliated with or otherwise related to Licensee or Licensee's parent corporation, or its officers or directors (an "unrelated third party"). Within ten days of receiving notice of a bona fide firm offer from an unrelated third party, the Lee Group shall have the option to purchase the License according to the same terms and conditions contained in the bona fide firm offer. All proceeds from any sale of the License shall be distributed to the parties to the contract pro-rata and in the same proportion as Payments are made on Schedule "A", as modified from time to time pursuant to this Agreement.

11. **Infringement.**

(a) In the event any third party infringes the Trademark or AA Concept, subsequent to the date of this agreement, Licensor or Licensee shall consult and cooperate with respect thereto, and either or both may bring suit against such third party; provided that, any recovery shall be divided in proportion to each party's interest in the recovery as determined by the parties, less expenses of the suit, or, if they cannot agree, by the court.

(b) Licensee shall have the right to join Licensor in any defense of the validity of one or more of the claims to the AA Concept and in any claim regarding the infringement of one or more claims to the AA Concept by a third party; and, in such event, Licensee shall pay all expenses incurred by Licensor in such action and shall retain any recovery therefrom (unless Licensor participates in said suit and bears its own expenses, in which event the recovery shall be divided as stated in Section 11(a) above).

12. **Covenants, Representations and Warranties of the Lee Group.** In addition to the other covenants and representations of the Lee Group herein, the Lee Group represents and warrants:

(a) that the Lee Group has full authority, either as individuals or as corporate entities, to enter into this Agreement and perform the terms and conditions therein;

(b) that the Lee Group understands that its assignment to Kennedy under Section 1 is nonrevocable and is separately enforceable by any party to this Agreement; and

to the extent permitted by applicable law, the Lee Group hereby waives any provision of law which renders this provision, or Section 1, or any other provision hereof prohibited or unenforceable in any respect;

(c) that prior to the effective date of this Agreement, the Lee Group has not transferred or encumbered in any way any interest it may have or have had in the AA Concept to any person or entity not a party to this Agreement;

(d) that, other than the copyrights or Trademarks or applications for copyrights or trademarks discussed herein, the Lee Group has no knowledge, actual or constructive, of any pending or completed trademark or copyright registration of the AA Concept;

(e) that the Lee Group shall hold Licensee harmless from and against all costs, liabilities, damages or expenses arising out of or incurred in connection with any breach, threatened breach or misrepresentation of any covenant, representation or warranty made by the Lee Group under this Agreement;

(f) that Licensee may enforce any covenant, representation or warranty of the Lee Group contained in this Agreement by any lawful means, including injunction. The Lee Group further agrees that the Lee Group shall be responsible for payment of all costs of such enforcement incurred by Licensee, including legal fees and court costs, and Licensee may deduct such costs from any past, present or future royalties or other payments due Supersnacks under this Agreement. Specifically, but not in limitation of the foregoing, Licensee may engage in any litigation, or reach any settlement, on behalf and in place of the Lee Group, with any person not a party to this Agreement who claims to have an interest in the AA Concept which has been granted, assigned or otherwise transferred to such person by the Lee Group, with the costs of such action and/or settlement being borne by the Lee Group and payable, at the discretion of Licensee, out of any royalties or other payments due Supersnacks under this Agreement; however, Licensee shall first notify the Lee Group of any such claim and allow the Lee Group the opportunity to defend such claim and provide reasonable indemnification to Licensee; and

(g) that the Lee Group has reached a final settlement of the civil action brought by Barry Michael Powell against AA of Virginia in the Western District of Virginia, Civil Action No. 96-0331-R.

13. **Covenants, Representations and Warranties of Boyd.** In addition to the other covenants and representations of Boyd herein, Boyd represents and warrants:

(a) that Boyd has full authority to enter into this Agreement and perform the terms and conditions therein;

(b) that Boyd understands that his assignment to Kennedy under Section 1 is nonrevocable and is separately enforceable by any party to this Agreement; and to the extent permitted by applicable law, Boyd hereby waives any provision of law which renders this provision or Section 1 or any other provision hereof prohibited or unenforceable in any respect;

(c) that prior to the effective date of this Agreement, Boyd has not transferred or encumbered in any way any interest he may have or have had in the AA Concept to any person or entity not a party to this Agreement;

(d) that Boyd shall hold Licensee harmless from and against all costs, liabilities, damages or expenses arising out of or incurred in connection with any breach, threatened breach or misrepresentation of any covenant, representation or warranty made by Boyd under this Agreement;

(e) that, other than the copyrights or Trademarks or applications for copyrights or trademarks discussed herein, Boyd has no knowledge, actual or constructive, of any pending or completed trademark or copyright registration of the AA Concept; and

(f) that Licensee may enforce any covenant, representation or warranty made by Boyd and contained in this Agreement by any lawful means, including injunction. Boyd further agrees that Boyd shall be responsible for payment of all costs of such enforcement incurred by Licensee, including legal fees and court costs, and Licensee may deduct such fees from any past, present or future royalties or other payments due Boyd under this Agreement. Specifically, but not in limitation of the foregoing, Licensee may engage in any litigation or reach any settlement on behalf and in place of Boyd with any person not a party to this Agreement who claims to have an interest in the AA Concept that has been granted, assigned or otherwise transferred to such person by Boyd, with the costs of such action and/or settlement being borne by Boyd and payable, at the discretion of Licensee, out of any royalties or other payments due Boyd under this Agreement.

14. **Covenants, Representations and Warranties of Kern.** In addition to the other covenants and representations of Kern herein, Kern represents and warrants:

(a) that Kern has full authority to enter into this Agreement and perform the terms and conditions therein;

(b) that Kern has no current or former ownership interest or licensing right in the AA Concept or Trademark;

(c) that Kern shall hold Licensee harmless from and against all costs, liabilities, damages or expenses arising out of or incurred in connection with any breach, threatened

breach or misrepresentation of any covenant, representation or warranty made by Kern under this Agreement;

(d) that, other than the copyrights or Trademarks or applications for copyrights or trademarks discussed herein, Kern has no knowledge, actual or constructive, of any pending or completed trademark or copyright registration of the AA Concept; and

(e) that Licensee may enforce any covenant, representation or warranty made by Kern and contained in this Agreement by any lawful means, including injunction. Kern further agrees that Kern shall be responsible for payment of all costs of such enforcement incurred by Licensee, including legal fees and court costs, and Licensee may deduct such fees from any past, present or future royalties or other payments due Kern under this Agreement. Specifically, but not in limitation of the foregoing, Licensee may engage in any litigation or reach any settlement on behalf and in place of Boyd with any person not a party to this Agreement who claims to have an interest in the AA Concept that has been granted, assigned or otherwise transferred to such person by Kern, with the costs of such action and/or settlement being borne by Kern and payable, at the discretion of Licensee, out of any royalties or other payments due Kern under this Agreement.

15. **Covenants, Representations and Warranties of Licensor.** In addition to the other covenants and representations of Licensor herein, Licensor represents and warrants:

(a) that AAQP of Georgia is a duly organized Georgia corporation in good standing and has full authority, to enter into this Agreement and perform the terms and conditions therein;

(b) that prior to the effective date of this Agreement, AAQP of Georgia has not transferred or encumbered in any way any interest it may have or have had in the AA Concept to any person or entity not a party to this Agreement;

(c) that Licensor shall hold Licensee harmless from and against all costs, liabilities, damages or expenses arising out of or incurred in connection with any breach, threatened breach or misrepresentation of any covenant, representation or warranty made by Licensor under this Agreement;

(d) that, other than the copyrights or Trademarks or applications for copyrights or trademarks discussed herein, AAQP of Georgia has no knowledge, actual or constructive, of any pending or completed trademark or copyright registration of the AA Concept; and

(e) that Licensee may enforce any covenant, representation or warranty made by Licensor and contained in this Agreement by any lawful means, including injunction. AAQP of Georgia further agrees that AAQP of Georgia shall be responsible for payment of all costs of such enforcement incurred by Licensee, including legal fees and court costs, and Licensee

may deduct such fees from any past, present or future royalties or other payments due AAQP of Georgia under this Agreement. Specifically, but not in limitation of the foregoing, Licensee may engage in any litigation or reach any settlement on behalf and in place of AAQP of Georgia with any person not a party to this Agreement who claims to have an interest in the AA Concept that has been granted, assigned or otherwise transferred to such person by AAQP of Georgia, with the costs of such action and/or settlement being borne by AAQP of Georgia and payable, at the discretion of Licensee, out of any royalties or other payments due AAQP of Georgia under this Agreement.

16. **Covenants, Representations and Warranties of the Kennedy Group.** In addition to the other covenants and representations of the Kennedy Group herein, the Kennedy Group represents and warrants:

(a) that the Kennedy Group has full power and authority to enter into this Agreement and effect the transfers and other covenants contained herein;

(b) that the Kennedy Group is the creator and original owner of the AA Concept, and no other party may legally claim ownership rights in the AA Concept other than a party to this Agreement;

(c) that prior to the effective date of this Agreement, the Kennedy Group has not transferred or encumbered in any way any interest it may have in the AA Concept to any person or entity not a party to this Agreement and, specifically, the only transfer of any interest in the AA Concept prior to the date of this Agreement was to Supersnacks in an agreement dated September 28, 1994 and to Boyd in an oral agreement;

(d) that the Kennedy Group shall hold Licensee harmless from and against all costs, liabilities, damages or expenses arising out of or incurred in connection with any breach, threatened breach or misrepresentation of any covenant, representation or warranty made by the Kennedy Group under this Agreement;

(e) that, other than the copyrights or Trademark or applications for copyrights or trademarks discussed herein, the Kennedy Group has no knowledge, actual or constructive, of any pending or completed trademark or copyright registrations of the AA Concept; and

(f) Licensee may enforce any covenant, representation or warranty made by the Kennedy Group and contained in this Agreement by any lawful means, including injunction. The Kennedy Group further agrees that the Kennedy Group shall be responsible for payment of all costs of such enforcement incurred by Licensee, including legal fees and court costs, and Licensee may deduct such fees from any past, present or future royalties or other payments due the Kennedy Group under this Agreement. Specifically, but not in limitation of the foregoing, Licensee may engage in any litigation or reach any settlement on behalf and in place of the Kennedy Group with any person not a party to this Agreement who claims to

have an interest in the AA Concept that has been granted, assigned or otherwise transferred to such person by the Kennedy Group, with the costs of such action and/or settlement being borne by the Kennedy Group and payable, at the discretion of Licensee, out of any royalties or other payments due the Kennedy Group under this Agreement.

17. **Covenants, Representations and Warranties of Licensee.** In addition to other covenants and representations of Licensee herein, Licensee represents and warrants:

(a) that it has, or will have, full power and authority to enter into this Agreement and to use the AA Concept based on the terms and conditions of this Agreement;

(b) that it shall use the AA Concept in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations, and Licensee shall hold and save Licensor harmless from any and all costs, losses, liabilities, damages or expenses arising out of or incurred in connection with any violation(s) thereof;

(c) that Licensee shall hold and save Licensor harmless from any and all claims, costs, liabilities, damages or expenses arising out of or incurred in connection with manufacture, distribution, sale or marketing of any product specific to this Agreement; and

(d) that Licensee, its agents or designees shall not list Licensor and/or the Kennedy Group as manufacturer of any product specific to this Agreement, unless such product was in fact manufactured by Licensor and/or the Kennedy Group and that prior written permission is obtained from Licensor and/or the Kennedy Group.

(e) to Licensor that Licensor may enforce any covenant, representation or warranty made by Licensee and contained in this Agreement by any lawful means, including injunction. Licensee further agrees that Licensee shall be responsible for payment of all costs of such enforcement incurred by Licensor, including legal fees and court costs.

18. **Covenants, Representations and Warranties of Marcre.** In addition to the other covenants and representations of Marcre herein, Marcre represents and warrants:

(a) that Marcre has full authority to enter into this Agreement and perform the terms and conditions therein;

(b) that Marcre has transferred any and all interests it may have or have had in the AA Concept as a result of the Prior Agreement to AAQP of Georgia;

(c) that prior to the effective date of this Agreement, Marcre has not transferred or encumbered in any way any interest it may have or have had in the AA Concept to any person or entity not a party to this Agreement; and

(d) that, other than the copyrights or Trademarks or applications for copyrights or trademarks discussed herein, Marcree has no knowledge, actual or constructive, of any pending or completed trademark or copyright registration of the AA Concept.

(e) to Licensor that Licensor may enforce any covenant, representation or warranty made by Marcree and contained in this Agreement by any lawful means, including injunction. Marcree further agrees that Marcree shall be responsible for payment of all costs of such enforcement incurred by Licensor, including legal fees and court costs.

19. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, heirs and assigns.

(b) This Agreement embodies all of the understandings and obligations between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

(d) Upon termination of this Agreement in accordance with its terms, neither party shall be liable to the other for any damages whatsoever sustained or arising out of, or alleged to have arisen out of, such termination, but such termination shall not affect the right of either party to receive or recover (a) damages sustained by reason of the breach of this Agreement by the other party or (b) any payments which may be owing under the terms of this Agreement or any invoice or other instrument.

(e) Licensee shall, at its own expense, take such steps and execute such documents as may be required to satisfy any laws or requirements with respect to registering, declaring, filing, recording and otherwise rendering this Agreement valid, or which may be necessary to protect the rights of all parties under this Agreement, or as may be necessary to remit royalties and other fees or payments due from Licensee to the other parties under this Agreement.

(f) Any waiver on the part of either party hereto of any right or interest shall not imply the waiver of any other right or interest or any subsequent waiver.

(g) All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested, upon receipt:

(i) if to Licensor, to African American Quality Products, Inc., 5294-B Stone Bush Terrace, Stone Mountain, GA 30083; with a copy to Emerson Carey, Jr., Attorney at Law, P.O. Box 4176, Atlanta, GA 30302;

(ii) if to Licensee, to Innovative Corporate Concepts, Inc., 146 Forest Parkway, Suite B, Forest Park, GA 30050; with a copy to Charles J. Hampton, Esq., Thrasher, Whitley, Hampton & Morgan, Five Concourse Parkway, Suite 2150, Atlanta, GA 30328;

(iii) if to the Lee Group, to David Lee, Supersnacks, Inc., 5556 Heather Hill Road, N.W., Roanoke, VA 24019;

(iv) if to Boyd, to _____
_____;

(v) if to Kern, to _____
_____;

or to any other address as may be given by any parties hereto to the other parties.

(h) This Agreement may be executed in counterparts, each of which shall be an original but all of which, when taken together, shall constitute one and the same instrument.

(i) This Agreement shall be deemed to have been executed and entered into in the State of Georgia, United States of America, and this Agreement and its formation, operation and performance shall be governed, construed, performed and enforced in accordance with the substantive laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have set their hands hereto the day and year first above written.

LICENSOR:

AFRICAN AMERICAN QUALITY
PRODUCTS, INC. (Georgia)

By: /s/ William W. Kennedy
President

LICENSEE:

INNOVATIVE CORPORATE CONCEPTS,
INC.

By: *Geoffrey Marott*

President

Geoffrey Marott
Geoffrey Marott, as Agent for Licensee

MARORE:

By: *Geoffrey Marott*

President

THE LEE GROUP:

AFRICAN AMERICAN, INC.

By: *David Lee*

President

SUPERSNACKS, INC.

By: *David Lee*

President

David Lee, Individually

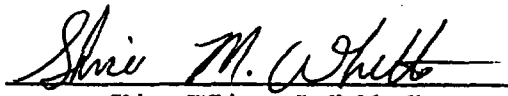
THE KENNEDY GROUP:

AFRICAN AMERICAN QUALITY
PRODUCTS, INC. (Virginia)

By: *William W. Kennedy*

President

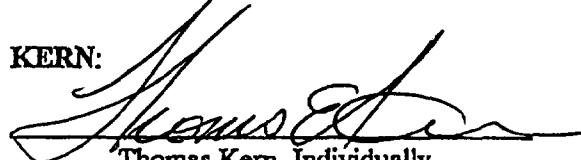
William W. Kennedy
William W. Kennedy, Individually


Shiree Whitten, Individually

BOYD:


Leroy Boyd, Individually

KERN:


Thomas Kern, Individually

SCHEDULE "A"

Licensee shall make the following payments according to the schedule below. For purposes of this Schedule "A", Gross Profit shall mean the selling price of any Product, less Cost, less freight in and freight out, less returns for any reason, and less brokerage fees. "Cost" shall mean, for purposes of this Schedule "A", the amount charged to Licensee by its subcontractors or agents to produce any item for sale under the AA Concept (the "Products"). Should Licensee choose to process or manufacture the Products using its own facilities, cost shall be Licensee's cost to produce such Products, as determined by generally accepted accounting procedures for the industry, consistently applied:

<u>Party</u>	<u>Payment Amount</u>
Innovative	36.36% of Gross Profit
AAQP of Georgia	20.45% of Gross Profit
Supersnacks	20.45% of Gross Profit
Boyd	4.55% of Gross Profit
Kern	4.55% of Gross Profit
Community Affairs Fund	4.55% of Gross Profit
Accrual Account Fund	9.09% of Gross Profit