

07-18-2007



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To the Director of the U. S. Pate.

ed documents on the new address(es) below.

7.16.07

1. Name of conveying party(ies):

I Will Not Lose, LLC

- Individual(s)
- General Partnership
- Corporation- State: Georgia - Limited
- Other Liability Corporation
- Citizenship (see guidelines) Georgia, USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: Felix Mevora Clothing, Inc.

Internal Address: N/A
Street Address: 7 Wm. Holmes Borders
City: Atlanta
State: Georgia
Country: USA Zip: 30312

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship only USA
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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7-2-07

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

serial # 78787345

3201223

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark: I will not lose, LLC

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

Name: MR. Paul Johnson, Felix Mevora

Internal Address: N/A

Street Address: 7 Wm. Holmes Borders

City: Atlanta

State: Georgia Zip: 30312

Phone Number: 404.808.6545

Fax Number: 404.

Email Address: paul-sjohnson@yahoo.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 100.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Paul Johnson
Signature
Paul Johnson, Owner
Name of Person Signing

07-11-07
Date

Total number of pages including cover sheet, attachments, and document: _____

Refund Ref: 07/17/2007 DB/RNE 0000136257

CHECK Refund Initial: \$60.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/17/2007 DBYRNE 00000009 3201223

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(40.00 DP)

TRADEMARK

REEL: 003585 FRAME: 0242

LICENSING AGREEMENT

1. AGREEMENT

The following shall constitute an agreement (hereafter, "Agreement") between I Will Not Lose, LLC (hereafter, "Licensor") and Felix Meun Clothing (hereafter, "Licensee").

Whereas, Licensor is the 100% owner of the Trademark I Will Not Lose™ (hereafter, "Trademark").

Whereas, Licensee desires to acquire from Licensor the right and license to use the Trademark for commercial use.

It is therefore agreed:

2. GRANT OF LICENSE

- a. Licensor grants to Licensee for the term specified in Paragraph Five of this agreement, forty-nine percent (49%) ownership of the licensed Trademark and Licensor will retain majority ownership in the licensed Trademark of fifty-one percent (51%).

3. USE OF LICENSE

- a. Licensor's percentage of the license consists of using the licensed Trademark in the following manner:
 1. on fitted hats,
 2. on T-Shirts combined with any sports logo, including, but not limited to any team, league, organization, or association,
 3. on jogging suits or any type of athletic suit,
 4. on athletic gloves,
 5. on silicone wrist bands,
 6. on any athletic wear not previously mentioned, and
 7. for any advertising and/or marketing any of the above products, including, but not limited to television, radio, print media, commercials, paper advertising, audio recordings, etc.
 8. for any distribution of the products, and
 9. for any sale of the above products.
- a. Licensee's percentage of the license consists of using the licensed Trademark in the following manner:
 1. for any non-profit product,
 2. for any urban wear apparel product,

3. for any multi-media product including, but not limited to CD, DVD, Video, and Audio Recordings, and
4. for any advertising and/or marketing any of the above products and Licensee, including, but not limited to television, radio, print media, commercials, paper advertising, audio recordings, etc.

4. PROHIBITION OF LICENSE

- a. Licensor is prohibited from using the licensed Trademark in any manner consistent with and/or in competition with the uses granted to Licensee under Paragraph Three (b).
- b. Licensor may not sell, transfer, assign, or in any manner convey any portion of its fifty-one percent (51%) ownership of the licensed Trademark during the License Period.
- c. Licensee is prohibited from using the licensed Trademark in any manner consistent with and/or in competition with the uses granted to Licensee under Paragraph Three (a).
- d. Licensee may not sell, transfer, assign, or in any manner convey an portion of its forty-nine percent (49%) ownership of the licensed Trademark during the License Period.
- e. At no time shall either party manufacture, produce, distribute or sell a product that is in direct competition to the other party's product.

5. LICENSE PERIOD

The license granted under this agreement shall take effect on the date of execution of this agreement and expire exactly three years from the date of the execution of this agreement.

6. COMPENSATION FOR LICENSE

Licensee agrees to pay to Licensor the amount of \$6,000.00 in exchange for forty-nine (49%) percent ownership of the licensed Trademark for the three year period. Payment in full shall be made on the date of execution of this agreement.

7. TERRITORY

Licensor and Licensee may use the licensed Trademark in the global market.

8. DISTRIBUTION

The Licensee shall be allowed to sell products bearing the licensed Trademark to jobbers

wholesalers, distributors, and/or retailers for sale or resale and distribution to retail stores and merchants for their resale and distribution or directly to the public.

9. BOOKS AND RECORDS

Licensee and Licensor shall keep, maintain and preserve at its place of business for at least two (2) years following termination or expiration of the license period or any renewal, invoices and correspondence and any other records and accounts pertaining to the manufacturing, distribution, and sales of the products using the licensed Trademark under this agreement. Records shall be available for inspection upon request by either party with reasonable notice and during reasonable business hours.

10. FINAL INVENTORY STATEMENT

Upon expiration of this agreement, within a reasonable time, Licensee shall deliver to Licensor a statement indicating the number and description of the products using the licensed Trademark. Upon expiration of this agreement, Licensee may continue to distribute and or sell any remaining inventory for a period of thirty (30).

11. RESERVATION OF RIGHTS

Licensor retains all rights not expressly and exclusively conveyed or prohibited in this agreement.

12. ENTIRE AGREEMENT AND AMENDMENTS

This writing sets forth the entire understanding between the parties with respect to the subject matter, and no modification, amendment, waiver termination or discharge of this agreement shall be binding upon the parties unless confirmed by a written instrument and signed by both an authorized officer of the parties. No waiver of any provision or any default under this Agreement shall constitute a waiver by of the party's compliance thereafter with the same or any other provision or its right to enforce the same or any other provision thereafter.

13. NO PARTNERSHIP

This agreement does not in any manner constitute and shall not be construed as constituting a partnership, agency, or joint venture, etc. relationship between the parties. The parties shall have no right to bind the other party in any manner whatsoever and nothing in this agreement shall give or is intended to give any rights of any kind to third parties.

14. WARRANTIES, REPRESENTATIONS, AND OBLIGATIONS

- a. Licensor and Licensee warrant and represent the following:

1. **Sole Ownership:** Licensor represents and warrants that it possession sole and exclusive ownership over the licensed Trademark. Licensor has the sole and unrestricted right to grant Licensee the rights to utilize the licensed Trademark.
2. **Obligations of Licensor:**
 - A. Upon execution of this agreement, Licensor shall provide Licensee with the Registered Trademark Number of the licensed Trademark.
 - B. Upon execution of this agreement, Licensor shall within seven days add Licensee as an authorized user of the licensed Trademark on all records for the Department of Patent and Trademark Office
 - C. Upon execution of this agreement, Licensor shall provide copies of photographic identification to Licensee to verify ownership of Trademark.
3. **Ability to contract:** Licensor and Licenses warrant that it is not now and during the License Period will not be a party to or bound by any contract or agreement, which will interfere in any manner with its performance under this Agreement.
4. **Indemnification:** Each party agrees to and indemnifies, saves and holds Licensee harmless of and from any and all loss and damage (including reasonable attorney's fees) arising out of or connected with any claim by any one or more third parties or any act by the other party which is inconsistent with any of the warranties, representations, and/or agreements made by the parties in this agreement, and agrees to reimburse the other party on demand for any payment made by it at any time with respect to any liability or claim to which the foregoing indemnity applies.
5. **Consultation:** Licensee will provide consultation to Licensor as requested or needed, but is no legally obligated to provide consultations under this agreement.

14. ATTORNEY'S FEES

Parties are liable for all cost, expenses and expenditures including, and without limitation, the complete legal costs, including interest incurred by either party in enforcing this Agreement as a result of any breach of this Agreement by either party.

15. FORCE MAJEURE

The parties shall not be deemed in default if its performance of obligations under this agreement is delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, strike, sickness, accident, civil commotion, epidemic, act of government, its agencies, or its officers, or any other legitimate cause beyond its control.

16. APPLICABLE LAW

This agreement has been entered into in the State of Georgia and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the

State of Georgia applicable to contracts entered into and performed entirely within the State of Georgia, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this agreement.

17. ASSIGNMENT

Neither party shall have the right to assign its duties, obligations, and/or performance under this agreement to a third party.

18. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability does not affect the validity of the remainder of this Agreement.

19. NOTICES

All notices required to be given to Licensor shall be sent to Licensor at its address at:

1507 PINE DR. Building F, Suite 8 College Park, GA 30349

and all required notices to be given to Licensee shall be sent to Licensee at 7 William Holmes Borders Drive, Atlanta, Georgia 30312

All notices shall be in writing and shall be sent by registered mail or certified mail with a return receipt requested. The day of mailing of any such notice shall be deemed the date of the receipt.

20. RIGHT TO LEGAL REPRESENTATION

Licensor represents and warrants that Licensor has read this Agreement and Licensor understands that this is an important legal document. Licensor hereby represents and warrants that Licensor has been advised of its right to seek independent legal counsel in connection with the negotiation and execution of this agreement and that Licensor has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived its right to such legal counsel and desires to enter into this agreement with the benefit of independent legal representation.

21. EXECUTION OF AGREEMENT

This Agreement is executed on July 2, 2007, and is effective as of July 3, 2007.

This Agreement is freely and voluntarily made by all of the parties after full and complete consideration and executed by the respective parties in Fulton County, in the State of GEORGIA.

Signed this the 22 day of July, 2007.

Paul S. Johnson
Felix Meoun Clothing (Print Name)
Representative for Company

owner
Title

Paul S. Johnson
Signature

Leforey Harvest
I Will Not Lose, LLC (Print Name)
Representative for Company

CFO
Title

[Signature]
Signature