

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ric Flair, LLC		05/01/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Ric Flair Drip, Inc.		
Street Address:	433 W. Van Buren St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4658715	RIC FLAIR	
Serial Number:	90791189	RIC FLAIR DRIP	
Serial Number:	97264116	WOOOOO!	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-367-7856		
Email:	trademarks-mi@btlaw.com		
Correspondent Name:	Bradley J Walz		
Address Line 1:	225 South Sixth Street		
Address Line 2:	2800 Capella Tower		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	91652.1		
NAME OF SUBMITTER:	Bradley J. Walz		
SIGNATURE:	/Bradley J. Walz/		
DATE SIGNED:	06/15/2022		
Total Attachments: 12			
source=Revised_Richard Morgan Fliehr and Ric Flair LLC to Ric Flair Drip Inc. License Agreement			

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LICENSE AGREEMENT

This License Agreement (hereinafter the “**Agreement**”) is effective as of May 1, 2022 (the “**Effective Date**”) by and between Richard Morgan Fliehr with an address at [REDACTED] and Ric Flair, LLC with an address of 1599 Ridge Point Drive Lawrenceville, GA 30043 (collectively the “**Licensor**”), and Ric Flair Drip, Inc. with an address at 433 W. Van Buren St. Chicago, IL 60607 (“**Licensee**”). Licensor and Licensee are sometimes hereinafter referred to each as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Licensee intends to sublicense intellectual property rights to one or more sub-licensees, each of whom intends to, whether directly or indirectly, engage in all aspects of the development, manufacture, production, sale, distribution, marketing, advertising, promotion and packaging of CBD, hemp, and cannabis and cannabis-related products, and the licensing or sublicensing of certain intellectual property, including the License, Licensed Property, and Licensed Products defined herein (collectively, “**Business Operations**”).

WHEREAS, Licensor has the rights to grant the License described herein in and to the Licensed Property (defined herein); and

WHEREAS, Licensee desires to obtain the License from Licensor and Licensor desires to provide the License as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. TERM

(a) This Agreement shall commence as of the Effective Date and shall continue for an initial period of five years (the “**Initial Term**”), and thereafter, automatically renewing for successive five-year periods (each a “**Renewal Term**”, and, together with the Initial Term, the “**Term**”), unless either Party gives written notice to the other Party 90 days prior to the end of the then-current period of the Term of its intent not to renew the Agreement, in which case the Agreement would terminate at the end of the applicable Term.

(b) Licensor acknowledges that Licensee may enter into agreements with third parties granting sublicenses in the Licensed Property that may extend beyond the Term set forth above. In such event, the Parties agree that the Term of this Agreement will be deemed extended, as to those particular third-party agreements, for the period of time remaining until the termination or expiration of such third party agreements.

2. LICENSED PROPERTY

The property to be licensed hereunder is, collectively, the intellectual property rights and personal rights of Licensor set forth in Schedule A, which may be expanded by Parties by mutual agreement in writing, and which shall expressly include, without limitation, any and all “**Additional Intellectual Property**” (as hereinafter defined) (collectively, the “**Licensed Property**”).

TRADEMARK

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3. GRANT OF RIGHTS

(a) Limited License. Licensor hereby grants to Licensee, during the Term, throughout the world including virtual digital depictions of the world on decentralized digital ledger or Web3.0 platforms (the “**Territory**”), the non-transferable and assignable (except as provided in Section 12(f) below), and sub-licensable right and license (as permitted in this Agreement) to use the Licensed Property, in connection with Licensee’s or Licensee’s third-party licensee’s Business Operations, including the creation of certain products (collectively, the “**Licensed Products**”), including as, or as part of, a business name of Licensee, and subject to the Exclusivity provisions set forth in Section 3(b) below (all such rights sometimes collectively referred to herein as the “**License**”). For purposes of clarity, the Parties intend the grant of the License to be broadly construed to permit and enable Licensee to widely and fully use and otherwise exploit, and to enable certain third parties with whom Licensee enters into agreements to widely and fully use and exploit the Licensed Property on and in connection with the development, manufacture, production, sale, distribution, marketing, advertising, promotion and packaging of CBD, hemp, and cannabis products and/or any related products.

(b) Exclusivity. The License granted herein with respect to the Licensed Property is exclusive to Licensee during the Term in connection with the Licensee’s Business Operations. During the Term, Licensor shall not, whether directly or indirectly: (i) permit the use of the Licensed Property to any other persons or entities in Territory in connection with their operations which are within Licensee’s or Licensee’s third-party licensee’s Business Operations (“**Competing Activities**”) in connection with the development, manufacture, production, sale, distribution, marketing, advertising, promotion and packaging of CBD, hemp, and/or cannabis products, and/or any related products, including the endorsement of any products or services which are included within such Competing Activities, or (ii) engage in any conduct or activity which may compete with, frustrate, impede, impair or adversely impact Licensee’s Business Operations Licensee’s third-party licensee’s Business Operations, as determined by Licensee in its sole discretion.

(c) Licensed Products Outside of Limited License. If Licensee and/or any of Licensee’s third-party licensees desire to pursue the creation, production or manufacture, whether directly or indirectly, of Licensed Products featuring the Licensed Property and which are not related to Licensee’s Business Operations or any Licensee’s sub-licensee’s Business Operations, then Licensee agrees to inform Licensor in writing of the same and seek Licensor’s approval to ensure the absence of any conflict with Licensor’s previous existing contractual agreements. Licensor shall provide a response in writing within (14) days to Licensee and/or third-party licensee’s and the absence of a response shall be deemed as approval to pursue the creation, production or manufacture, whether directly or indirectly, of Licensed Products featuring the Licensed Property and which are not related to Licensee’s Business Operations or any Licensee’s sub-licensee’s Business Operations.

(d) Exception to Exclusivity. Pursuant to section 3(c) of this Agreement, when Licensee and/or third-party licensees desire to pursue the creation, production or

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manufacture, whether directly or indirectly, of Licensed Products featuring the Licensed Property and which are not related to Licensee's Business Operations or any Licensee's sub-licensee's Business Operations, Licensor may be restricted to only grant non-exclusive rights to Licensee and/or third-party licensees due to existing contractual agreements.

4. COMPENSATION

(a) License Fee. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. APPROVALS AND QUALITY CONTROL

(a) Quality Control. Licensee acknowledges that the nature and quality of all Licensed Products embodying the Licensed Property shall be of such a standard of such quality as to reasonably protect the goodwill of the Licensed Property (hereinafter, "**Quality Standards**"). Licensee shall, within a reasonable period of time following a reasonable request, deliver to Licensor representative samples of Licensed Products and advertisements containing the Licensed Property to enable Licensor to ensure that such Licensed Property is used in a manner that complies with the Quality Standards.

6. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS

(a) Licensor's Intellectual Properties. As between Licensee and Licensor, Licensor shall at all times be and remain the owner of the Licensed Property, and all goodwill connected thereto, including any trademarks or other Intellectual Properties embodying the Licensed Property, throughout the world in perpetuity within the meaning of applicable intellectual property laws throughout the world, free of any claim whatsoever by Licensee or by any persons

deriving any rights or interests therefrom. Licensee shall never (a) seek to register anywhere in the world any of the Licensed Property in its own name, or (b) oppose Licensor's existing registrations of the Licensed Property in any jurisdiction.

(b) For purposes of this Agreement, "**Intellectual Properties**" means any and all (i) copyrights (including derivative works) and other rights associated with works of authorship throughout the world (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights and inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, social media handles, and all of the goodwill associated with the foregoing, (v) all other intellectual property and proprietary rights of every kind and nature throughout the world and however designated, whether arising under statute or common law, by operation of law, contract, license, or otherwise, including all moral rights as well as any other rights whatsoever, (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues of any of the foregoing in (i) through (v); (vii) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (viii) all rights to any proceedings of any nature available to or being pursued to the extent related to the foregoing, whether accruing before, on or after the date of this Agreement, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

(c) Licensee Intellectual Property. All rights, title, and interest in and to the other Intellectual Properties owned or developed by Licensee used in or necessary for the conduct of the Business Operations, including those created, generated, manufactured or produced as a result of Section 8(a)(ix) hereunder (collectively, "**Licensee IP**"), belong to Licensee. Licensor shall never (a) seek to register anywhere in the world any of the Licensee IP in Licensor's own name, or (b) oppose Licensee's registrations of the Licensee IP in any jurisdiction. Licensor shall never take any action which shall reflect adversely on the reputation enjoyed by the Licensee IP. Licensor shall comply with all trademark laws in the Territory.

7. PROTECTION OF INTELLECTUAL PROPERTIES AND RIGHTS

(a) The Parties shall assist each other in the protection of their respective rights in the Licensed Property, Licensor's Intellectual Properties, and Licensee's Intellectual Properties.

(b) If either Party decides to apply to register any of its Intellectual Properties as a trademark in any jurisdiction of the world or to register the copyrights in any works thereon in any jurisdiction of the world, the other Party will cooperate to provide information, samples, consents, declarations and documents as reasonably requested by to enable such Party to comply with the application, registration, license, recordation, and other requirements of any applicable jurisdictions.

(c) The Parties agree that they shall only use each other's respective Intellectual Properties in accordance with this Agreement, and they shall not at any time, directly or indirectly, do anything to challenge, contest or otherwise attack each other's rights (or any of their affiliates' rights) in and to such Intellectual Properties.

(d) Licensor shall take all necessary to actions to protect, maintain and defend the Licensed Property in all respects, including without limitation, taking any such actions as requested by Licensee in connection therewith. Licensor shall not, whether directly or indirectly, abandon, withdraw or otherwise fail to maintain any of the Licensed Properties in any form or manner.

(e) From time to time, Licensee may request that Licensor file any application for registration of any Licensed Property in any jurisdiction that is not registered as of the Effective Date including any new Intellectual Properties that Licensor develops, creates, or invents on its own or at Licensee's request ("**Future Additional Intellectual Property**"). Licensor will promptly make such filings in its own name, will own all resulting registrations and related rights, and will solely bear the fees and costs associated with such filings. Upon the application filing date (each applicable date shall be referred to as a "**Future Additional Intellectual Property Date**") of the Future Additional Intellectual Property, Schedule A of the Agreement shall be deemed amended to add and include the Future Additional Intellectual Property. Additionally, Licensee may unilaterally add Intellectual Properties owned by Licensor prior to the Effective Date but not included in Schedule A of the Agreement ("**Additional Existing Intellectual Property**") to Schedule A by providing written notice to Licensor. Schedule A of the Agreement shall be deemed amended to add and include any such Additional Existing Intellectual Property as of the date of Licensee's written notice to Licensor (each applicable date shall be referred to as a "**Additional Existing Intellectual Property Date**"). For the purposes hereof, Future Additional Intellectual Property and Additional Existing Intellectual Property shall be collectively referred to as "**Additional Intellectual Property.**" For the purposes hereof, a Future Additional Intellectual Property Date and a Additional Existing Intellectual Property Date shall be collectively referred as a "**Additional Intellectual Property Date**").

(f) In the event that Licensor fails to take any actions required under this Section 7 or otherwise is in breach under this Section 7, then Licensee shall be expressly permitted and shall have legal standing to take any and all such actions as Licensee deems appropriate in its sole discretion, whether on behalf of Licensor or otherwise, and Licensor shall cooperate with Licensee in all respects.

8. REPRESENTATIONS, WARRANTIES, CERTAIN COVENANTS AND INDEMNIFICATION

(a) Licensor's Warranties, Representations and Certain Covenants. Licensor warrants, represents and covenants as of the Effective Date and as of any applicable Additional Intellectual Property Date, the following:

(i) Licensor solely owns, controls and can grant to Licensee all rights in and to the Licensed Property necessary for the exploitation of Licensed Products by Licensee

hereunder without any conflict with, or infringement of, the rights of others, and Licensor has not received any communications alleging that Licensor its affiliates has violated or will violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other person, firm or entity;

(ii) The Licensed Property is owned free and clear by Licensor and is not subject to liens, encumbrances, claims or pledges, whether direct or indirect;

(iii) This Agreement doesn't violate, conflict with or grant any rights under, any other Agreement to which Licensor (or any of Licensor's affiliates) is a party and/or to which Licensor (or any of Licensor's affiliates) or the assets of Licensor (or any of Licensor's affiliates) are bound;

(iv) the exercise by Licensee of the rights set forth herein will not infringe upon any rights of any person, firm or corporation, whether contractual, statutory or arising under common law;

(v) Licensor will not commit any act which brings Licensee or its officers, directors, affiliates, clients, customers, partners, investors, lenders, sub-licensees, agents, contractors or attorneys (collectively, the "**Licensee Parties**") into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which Licensee Parties' advertising materials are directed, or which materially harms any of the Licensee Parties or any of their products or services including, without limitation, disparaging any of the Licensee Parties or their products or services, or their competitors;

(vi) Licensor has the full right, power, and authority to enter into this Agreement;

(vii) There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or threatened against or involving Licensor or any of his affiliates;

(viii) Licensor does not need the consent, approval or non-objection from any third party in connection with or as part of consummating the transactions contemplated hereby; and

(ix) Licensor shall be actively promote, endorse and support (i) Licensee's use of the Licensed Property, and (ii) Licensee's Business Operations, all in the form, manner and frequency as are reasonably requested by Licensee, including without limitation, actively participating in appearances, interviews, and the creation, production and distribution of content; provided, that, any and all product, content and/or resulting deliverables created in connection with the conduct or activity contemplated by this Section 8(a)(ix) shall be deemed to be a "work made for hire" and shall be the sole property of Licensee.

(b) Each Party hereby agrees to indemnify, defend, and hold harmless the other Party, and their respective subsidiaries and affiliates, and respective directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "**Losses**") insofar as such Losses (or actions in respect thereof) arise out of or are based on any breach by such Party of any covenant, obligation, agreement, representation or warranty made by it herein.

9. BREACH AND TERMINATION. EVENTS OF DEFAULT

(a) Termination for Cause by Either Party. Either Party, in addition to any and all other remedies under this Agreement, shall have the right to terminate this Agreement in the event that (i) the other Party is or becomes insolvent, files or becomes subject to a petition in bankruptcy or assignment for the benefit of creditors; (ii) the other Party commits a breach of this Agreement which is uncured pursuant to the provisions below. Except as otherwise set forth herein, if either Party breaches any covenant or fails to perform any of its obligations under the terms of this Agreement, the non-breaching Party shall notify the breaching Party in writing of such breach, and the breaching Party must cure the breach within thirty (30) days after the receipt of such notice. If the breaching Party fails to cure the breach within such 30-day period, then the non-breaching Party may immediately terminate this Agreement by written notice to the breaching Party. The prevailing Party in any action brought by one Party against the other Party arising from or related to the material breach this Agreement shall be entitled to receive, in addition to such other relief as the tribunal may award, its reasonable costs and expenses, including without limitation all attorneys' fees, expert witness fees, litigation-related expenses and costs incurred in such proceeding or otherwise in connection with bringing such action.

(b) Termination by Licensee. Licensee shall have the right to terminate this Agreement immediately upon (i) the occurrence of an Event of Default, or (ii) the death or disability of Licensor. Upon termination under this subsection, Licensee shall be obligated to repay any and all payments, reimbursements or distributions made by any of the Licensee Parties to Licensor or its affiliates, whether such payment, reimbursement or distribution was made pursuant to, or arose under, this Agreement, any other written agreement or otherwise.

(c) Events of Default. The following occurrences shall each constitute an “**Event of Default**” by Licensor with time “being of the essence” as to all such matters:

(i) Licensor making or furnishing a materially false statement in connection with or as part of any information request or report rendered pursuant to this Agreement;

(ii) any act or omission by Licensor (whether occurring before, during or after the Term) which degrades any of the Licensee Parties or the Licensed Products;

(iii) any act of “Material Misconduct” (as defined below) by Licensor whether during, before or after the Term;

(iv) any breach of Section 3 or Section 6 hereof by Licensor; and

(v) Any material, uncured breach by Licensor (or any of Licensor's affiliates) under any other written agreement between (1) Licensee (and/or any Licensee's affiliates), and (2) Licensor (and/or any of Licensor's affiliates).

As used herein, “**Material Misconduct**” means engaging in, whether directly or indirectly: (i) unlawful or other wrongful misconduct, including without limitation, fraud, embezzlement, misappropriation of funds or property and/or breach of any duty owed any of the Licensee Parties; (ii) a material breach of this Agreement; or (iii) commission of a felony or crime involving moral turpitude or otherwise engages in conduct which brings Licensor or the Licensee Parties (or their respective affiliates) into public disrepute, contempt, scandal or ridicule, or any conduct which justifiably shocks, insults or offends a portion of the community, or if Licensor is subject to publicity for any such conduct or involvement in such conduct.

10. EFFECT OF TERMINATION OR EXPIRATION

All the terms and conditions set forth in this Agreement shall survive the expiration or termination of this Agreement, without limiting the rights and remedies of the Parties with respect to any breach of the Agreement pre-dating expiration or termination.

11. NOTICES

All notices hereunder shall be in writing and shall be delivered personally, mailed by overnight delivery, registered, or certified mail, postage prepaid, or mailed by express mail service to the following addresses of the respective Parties:

If to Licensor:

Richard Morgan Fliehr



Ric Flair, LLC
1599 Ridge Point Drive
Lawrenceville, GA 30043

With a copy to:

Bay State IP, LLC
10 Post Office Square
Suite 800 South Tower
Boston, MA 02109

If to Licensee:

Ric Flair Drip, Inc.
433 W. Van Buren St.
Chicago, IL 60607

With a copy to (which shall not constitute service): Barnes & Thornburg LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attention: Ryan J. Barncastle, Esq.

Notices shall be effective upon receipt if personally delivered or delivered by courier, on the third business day following the date of mailing if sent by certified or registered mail, and on the second business day following the date of delivery to the express mail service if sent by express mail. Either Party may change its address listed above by notice to the other Party.

12. MISCELLANEOUS

(a) Relationship of Parties. Licensee and Licensor agree that their legal relationship under this Agreement is as independent contractors. Nothing in this Agreement shall be deemed to create a joint venture, agency, partnership, or other relationship between Licensee or Licensor, and neither shall have any power by virtue of this Agreement to enter into any contract or commitment on behalf of the other or to bind the other in any respect whatsoever.

(b) Entire Agreement. This Agreement (including all Exhibits hereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to its subject matter.

(c) Modification; Waiver. This Agreement may be amended, modified, or supplemented only by a written agreement of Licensee and Licensor. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

(d) Severability. In the event one or more of the provisions of this Agreement or the application thereof to any circumstance are found to be invalid or unenforceable to any extent, the remaining provisions shall continue in full force and effect. If any provision of this Agreement is found to be so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

(e) Law Governing. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF ILLINOIS, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER ILLINOIS LAW). JURISDICTION FOR ANY DISPUTES ARISING OUT OF THIS AGREEMENT SHALL EXCLUSIVELY RESIDE IN ILLINOIS.

(f) Assignment. This Agreement and the rights, interests and obligations hereunder shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Licensor may not assign its rights and obligations under this Agreement without the prior written approval of Licensee. Any purported assignment or transfer of Licensor's rights and obligations under this Agreement without Licensee's consent shall be void and unenforceable.

(g) Publicity. Except as otherwise required by applicable law or as permitted herein, Licensor shall not refer to the other Party in advertising, promotional activities, or other public

disclosures or announcements without Licensee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(h) Electronic Delivery; Counterparts; Construction. This Agreement may be executed in two or more counterparts, including by electronic delivery, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. When used herein, the words "include" and "including" and their syntactical variations shall be deemed followed by the words "without limitation", unless specifically limited otherwise herein. The remedies under this Agreement are cumulative. The Parties acknowledge that this Agreement has been the subject of negotiations and shall not be construed against either Party.

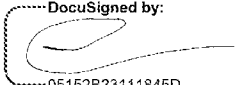
(i) Further Assurances. The Parties hereto each agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement, and the consummation of the transactions contemplated hereby.

(j) Force Majeure. If, as a result of unforeseeable circumstances, acts of nature, war (declared or undeclared), riot, revolution, fires, floods, strikes, labor disputes, sabotage, terrorist attacks, epidemics or other similar causes beyond the reasonable control of the Parties (a "**Force Majeure**"), either Party is unable to perform or is materially delayed in the performance of any of its obligations hereunder, such failure or delay shall not be deemed a breach of this Agreement, but such obligations shall remain in full force and effect and shall be performed or satisfied pursuant to this Agreement, as soon as legally and practically possible after the termination of the Force Majeure; provided that in the event such Force Majeure continues for more than forty-five (45) days or is of such nature that it is obvious it will continue for at least forty-five (45) days, then either Party may terminate this Agreement upon twenty (20) days' written notice. During the pendency of any Force Majeure, each of the Parties shall take all reasonable steps to mitigate the effects of such Force Majeure on this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LICENSEE

Ric Flair Drip Inc.

DocuSigned by:

By: _____
05152B23111845D...
Name: Chad Bronstein
Title: Authorized Signatory

LICENSOR

DocuSigned by:
Richard Fliehr
By: _____
A8E7ED7F7A084C0...
Name: Richard Morgan Fliehr

Ric Flair, LLC
DocuSigned by:
Richard Fliehr
By: _____
A8E7ED7F7A084C0...
Name: Richard Morgan Fliehr
Title: Authorized Signatory

SCHEDULE A

Licensed Property

- Trademarks:

<u>US TRADEMARK</u>	<u>Registration/Application Serial No.:</u>
RIC FLAIR	4,658,715
RIC FLAIR DRIP	90/791,189
WOOOOO!	97/264,116
WOOOOO! CHEWS	New application for non-cannabis related products; supplements in the form of gummies; with future applications for cannabis related products when Federally available
RIC FLAIR DRIP	New application for apparel and merchandise (to accompany for the sale of for non-cannabis and cannabis related products

Personality Rights: All rights that Licensor may have under the federal laws of the United States, and each State relating to the right of publicity, including but not limited to Licensor’s name, image, likeness, voice, logo, trade name, trademark, service mark, copyright, or otherwise, associated with that certain character/personality known as “Ric Flair®” well-known phrases and terms associated with or utilized by “Ric Flair” including, but not limited to the trademarks RIC FLAIR®, RIC FLAIR DRIP®, WOOOOO!™ and WOOOOO! BITES™ any variation thereof, or any other intellectual property or proprietary right or interest of any kind relating in any way thereto (collectively “Flair Intellectual Property”). Licensee agrees to place a trademark designation (“®” or “™”) as appropriate to the upper right of Licensor’s marks.

- Additional Intellectual Property