

BIKRAM, INC.

Trademark and Intellectual Property License Agreement

THIS TRADEMARK AND INTELLECTUAL PROPERTY LICENSE AGREEMENT ("Agreement") is made and entered into effective as of _____, 2011 (the "Effective Date") by and between Bikram, Inc. , California corporation, with a principal business address of 11500 W. Olympic Blvd., Ste# 150 Los Angeles, CA 90064 ("Licensor"), and _____, located at _____ ("Licensee").

WHEREAS, Bikram Choudhury, an individual, (" IP Owner") has adopted, has registered with the United States Patent and Trademark Office and the trademark offices of various foreign countries, and is using the trademarks "Bikram's Yoga College of India," "Bikram Yoga," "Bikram's Beginning Yoga Class," and the logo attached on Schedule A, and hereby incorporated by reference, ("Trademarks") throughout the world in connection with computer graphics, printed material, clothing, pre-recorded audio tapes, software, course materials, educational services and related services; and

WHEREAS, IP Owner has created and registered with the United States Copyright Office copyright registrations for the following works: "Bikram's Beginning Yoga Class" (1979 ed) (U.S. Copyright Office Registration No. 179-160), "Bikram's Beginning Yoga Class (2000 ed) (U.S. Copyright Office Registration No. TX 5-259-325), "Bikram's Yoga College of India Beginning Yoga Dialogue (U.S. Copyright Office Registration No. TXu 1-022-657) "Bikram's Yoga College of India Teacher Training Course-Curriculum Outline" (U.S. Copyright Office Registration No. TXu 934-417) "Bikram's Beginning Yoga Class (audio cassette) (U.S. Copyright Office Registration No. TX 5-499-662); "Rajashree's Pregnancy Yoga (audio-visual cassette) U.S. Copyright Office Registration No. Pa 1-053-335) and the compilation of exercises titled "Bikram's Beginning Yoga Class (compilation) (U.S. Copyright Office Registration No. TX 5-624-003). The foregoing works are hereinafter referred to individually and collectively as the "Copyright Works". The Copyright Works and the Trademarks are hereinafter referred to collectively as the "Bikram IP."

WHEREAS, IP Owner has licensed exclusively to Licensor the worldwide rights, authority and power to use, exploit, sublicense, publish, promote, copy, distribute and market the Bikram IP, and each of them; and

WHEREAS, Licensee desires to use the Trademarks, in both block letter and stylized form, in connection with Licensee's yoga studio, yoga classes and the goods and services offered for sale to the public by Licensee, including without limitation in and in connection with Licensees online internet advertising and marketing and Licensee's print advertising and marketing materials, (the "Yoga Offerings") to promote the fact that certain of Licensee's classes, postures, choreography of postures, instructional dialogue and instructional technique and application are copies of or derived from Licensor's original intellectual property, instructional technique, choreography of postures and application; and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Bikram IP in connection with Licensee's Yoga Offering at and within

Licensee's location first detailed above (the "Premises") and in connection with Licensee's advertising of Licensee's Yoga Offering in any and all media throughout the world.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1- LICENSE

1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Bikram IP solely in and in connection with and for Licensee's Yoga Offering at and within the Premises. Licensor grants to Licensee the right to use the Bikram IP in and in connection with and for Licensee's advertising, marketing and promotion of Licensee's Yoga Offering exclusively at the Premises in any and all media throughout the world; provided that Licensee shall not make any alteration, modification or change to any of the Bikram IP in Licensee's Yoga Offering or in or in connection with any advertising, marketing or promotion thereof. Licensee shall make no use of the Bikram IP which is not expressly provided for herein.

1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademarks and/or the Copyright Works. All uses of the Trademarks by Licensee, including the goodwill therein, inure to the benefit of Licensor solely. Licensee acquires no right, title or interest in the Licensor's Trademarks or the goodwill associated with them, other than the right to use the Trademarks according to this Agreement. In accepting this Agreement, Licensee acknowledges that as between Licensee and Licensor, Licensor is the sole and exclusive owner of the Bikram IP. Licensee hereby agrees not to use or apply to register any trademarks or copyrights which include any of the Copyright Works, or any portions or derivations thereof, nor any of the Trademarks or any trademark, service mark, trade name or derivation confusingly similar to any Trademarks, in any country or territory during or after the term of this Agreement. Licensee will not challenge Licensor's registration of the Bikram IP, nor assist any one in challenging any of the Bikram IP. Licensee will not take any action in derogation of any of the rights of Licensor in any Bikram IP. At the request of Licensor, Licensee will execute any papers or documents reasonably necessary to protect the rights of Licensor in the Bikram IP and execute and deliver such other documents as may be reasonably requested by Licensor. If Licensee becomes aware of any infringement on the intellectual property rights of Licensor, Licensee will use reasonable efforts promptly to notify Licensor in writing.

Section 2- LICENSOR'S CONTROL

2.1 Trademark Control. In order to protect and preserve Licensor's rights in the Trademarks, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee's use of the Trademarks in connection with the Yoga Offering, Licensee shall obtain Licensor's approval of all aspects of such use; and (ii) once Licensee's use of the Trademark in connection with the Yoga Offering is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change.

From time to time Licensor shall publish and distribute to Licensee and other licensees of the Trademarks a style guide setting forth Licensor approved guidelines and restrictions on the use(s) of the Trademarks (the "Style Guide"). Upon Licensor's transmission of the Style Guide to Licensee, each and all of the terms and conditions provided in the Style Guide shall be deemed incorporated in this Agreement.

2.2 Use of Copyrighted Works. Licensee recognizes and agrees that in order to protect and preserve Licensor's rights in the Trademarks and the goodwill which inures thereto, it is of the essence of this agreement that Licensee's agents and employees read and become familiar with the Copyright Works, and specifically Licensee shall provide that all instructors or teachers guiding, demonstrating, instructing or teaching within the Yoga Offering adhere to the dialogue, the sequence of postures, and the choreography of exercises, compiled and set forth in Copyright Works. Licensee is hereby granted a license during the Term to publically perform the Copyright Works in connection with the Yoga Offering.

Section 3- USE OF THE BIKRAM IP

3.1 Trademark Format. Without limiting the foregoing, Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademarks, and Licensee shall only use or display the Trademarks in a format approved by Licensor.

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

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

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

3.5 License Fee. In consideration of the licensed rights herein granted with respect to the Bikram IP, Licensee shall pay Licensor the sum of Five Hundred United States Dollars (\$500.00) monthly, which sum is to be remitted to Licensor on or before the 5th day of each calendar month following the sixth month of the Term (the "License Fee"). Notwithstanding anything to the contrary in this agreement, Licensee shall not pay nor accrue any obligation to pay the License Fee during the initial six (6) months of the Term.

Section 4- TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence as of the Effective Date first shown above and shall expire at 11:59 pm on December 31, 2012; provided, however, that the Term shall automatically renew each January 1 and continue until 11:59 pm December 31 of that calendar year unless either party, with or without cause, delivers written notice of termination to the other party, on or before October 1 of the then current calendar year that the term shall expire on the immediately proximate December 31 at 11:59pm.

4.2 Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Bikram IP, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of any of the Trademarks in accordance with Section 2 of this Agreement; (iii) Licensee uses any of the Trademarks in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; (iv) Licensee uses any of the Trademarks in a manner not expressly permitted by this Agreement; (v) Licensee fails to comply with the provisions of paragraph 2.2 above; or (vi) failure to timely remit the License Fee to Licensor as provided herein.

4.3 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use any of the Trademarks and/or the Copyright Works, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of all of the Bikram IP

Section 5- MISCELLANEOUS

5.1 Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

5.2 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of California pertaining to agreements negotiated, entered into and performed within the State of California without regard to its conflict of laws statutes or common law.

5.3 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties with respect to Licensee's use of the Bikram IP, whether oral or written, and constitutes the entire agreement with respect to Licensee's use of the Bikram IP between the parties save and except for the provisions contained in the Affiliation Agreement between the Licensee and Bikram signed on_____.

5.4 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

5.5 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

5.6 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, by telex or telecopy, by facsimile, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

if to Licensee:
Attn: _____

if to Licensor:
Attn: General Counsel
Bikram Yoga
11500 West Olympic Boulevard, Suite 150
Los Angeles, CA 90064

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if telecopied, telexed, or sent by facsimile, shall be deemed given on the first business day immediately following transmittal. A courtesy copy of all notices and correspondence sent to Licensor hereunder shall be simultaneously sent to Silverman Sclar Shin and Byrne, LLP, 3110 Main Street, Suite 205, Santa Monica, CA 90405; Attn: Anthony Abner, Esq.

5.7 Counterparts. This Agreement may be executed in several counterparts, and by facsimile copy each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

5.9 Disclaimer of Agency. The relationship created herein is that of Licensor and Licensee and the parties hereby acknowledge and agree that nothing herein shall be deemed to constitute Licensee as a franchisee of Licensor. For purposes of this agreement, Licensee hereby expressly waives the benefit of any state or federal statutes dealing with the establishment and regulation of franchises.

5.10 Language. This License is in the English language only, which language shall be controlling in all respects, and all versions of this License in any other language shall be for accommodation only and shall not be binding on the parties to this License. All communications and notices made or given pursuant to this License, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

5.11 Severability. If any of the above provisions are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provisions are herewith waived or amended to the extent necessary for the License to be otherwise enforceable in such jurisdiction. However, if in either party's opinion deletion or amendment of any provisions of the Agreement by operation of this paragraph unreasonably compromises the rights or increase the liabilities of that party, such party reserves the right to terminate the License.

5.12 Indemnification. Licensee shall indemnify and hold harmless Licensor and its directors, officers, employees, assigns, licensees and agents (collectively, the "Indemnitees") from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs charged to any of the Indemnitees by their lawyers, and any special or consequential damages that may be incurred by any of the Indemnitees or claimed by any third parties against any of the Indemnitees in connection with any wares, services, premises or business of the Licensee, any negligent or wrongful conduct of the Licensee, and any breach of this Agreement by the Licensee or by any person who is related to or affiliated with the Licensee. The foregoing notwithstanding, Licensor will indemnify, defend and hold Licensee harmless from any claim that the Licensee's use of the Trademarks consistent with the terms of this agreement is an infringement of a third party's trademark in those countries where Licensor has registered the trademark in question.

5.13 THE ABOVE SECTION 5.12 STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE TRADEMARKS. LICENSOR SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS A RESULT OF USE, LICENSE, OR DISTRIBUTION OF PRODUCTS OR TRADEMARKS. LICENSEE SHALL NOT FILE, INITIATE OR COMMENCE ANY ACTION, SUIT OR PROCEEDING WITH A THIRD PARTY IN RESPECT OF ANY BIKRAM IP, AND LICENSEE SHALL IMMEDIATELY NOTIFY LICENSOR OF ANY THIRD PARTY CLAIM RELATING TO OR ARISING FROM LICENSEE'S USE OF THE BIKRAM IP. BIKRAM SHALL HAVE THE RIGHT TO ASSUME THE DEFENSE OF ANY SUCH ACTION, AND LICENSEE MAY PARTICIPATE IN SUCH DEFENSE AT LICENSEE'S SOLE COST AND EXPENSE WITH COUNSEL OF LICENSEE'S CHOICE, PROVIDED THAT AT ALL TIMES LICENSOR SHALL CONTROL THE DEFENSE AND/OR SETTLEMENT OF ANY SUCH ACTION.

5.14 Survival. The parties' rights and obligations, which by their nature would continue beyond the termination of this Agreement, including, but not limited to, obligations with respect to indemnification and actions affecting the validity of the mark, shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

BIKRAM, INC

_____ ("LICENSEE")

By: _____

Its: _____

Its: _____

SCHEDULE A TO BIKRAM TRADEMARK AND INTELLECTUAL PROPERTY
LICENSE AGREEMENT DATED _____, 2011

