



LICENSE AGREEMENT NOTIFICATION OF LIMITED USE OF TRADEMARK

Please be advised that purchase of certain curriculum from The Life of a Single Mom (“Licensor”) known as the ministry kit affords the privilege of Purchaser (“Licensee”) to have limited use of The Life of a Single Mom trademark as detailed below.

This License Agreement (the “Agreement”) is entered into effective upon purchase by purchaser and between The Life of Single Mom, with its principal place of business at 12015 Justice Ave., Baton Rouge, LA 70816 (“Licensor”), and the Purchaser (“Licensee”) (collectively, the “Parties,” and individually, a “Party”).

WHEREAS, Licensee wishes to obtain a non-exclusive license from Licensor to use the The Life of a Single Mom trademark solely for use in connection with a single mom’s support group. (“Limited Use”), and Licensor is willing to grant such license, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee, intending to be legally bound, agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive right and license in the United States, with no right to sublicense, to use the Mark and Licensed Materials solely for the Limited Use. This would prevent duplication on goods, e.g. print materials, t-shirts, books, baked goods or other without expressed written consent.

2. Quality Control. Licensor shall have the right to inspect and absolute discretion to approve or refuse any uses of the Mark and Licensed Materials hereunder. Name and logo may only be used on church/organization website or social media and must be used in the following format: **The Life of a Single Mom at ABC Baptist Church**. The licensee shall not use the name except in the preceding format.

3. No Contest. Licensee agrees it shall not during the Term of this Agreement or at any time thereafter, dispute or contest, directly or indirectly, or otherwise attack Licensor’s ownership of the Mark or Licensed Materials, or attack the validity of the Mark, or any registrations or applications for registration thereof, or otherwise challenge rights of ownership and control in the Mark by Licensor, nor do any act which in any way impairs or tends to impair Licensor’s exclusive rights and title therein or the validity thereof, and Licensee shall not assist others in so doing.

4. Disclaimer of Warranties. Licensor make no warranties with respect to the Mark or Licensed Materials, other than that Licensor owns the Mark and Licensed Materials and is authorized to grant the license contained herein and disclaim expressly any all other such warranties.

5. Term and Termination. This Agreement shall expire in the event of dissolution of the single mother’s support group by the original purchaser of the curriculum or at such time as the Licensor deems any group does not represent its values or brand, does not maintain proper training, or does not adhere to any minimum standard established by Licensor at its sole discretion. Upon expiration of this Agreement, Licensee shall immediately cease all uses of the Mark and Licensed Materials. Licensor may, by written notice of default to the other Party, terminate this Agreement, (i) if Licensee materially breaches this Agreement; or (ii) immediately following Licensee’s failure to resolve the suspension of business, insolvency, institution of bankruptcy, liquidation proceedings, by or against Licensee’s appointment of a

trustee or receiver for Licensor's property or business, or any assignment, reorganization or arrangement of Licensor for the benefit of its creditors. Upon termination or expiration of this Agreement, Licensee shall cease using reproducing, advertising, marketing and distributing Licensed Materials or any materials containing the Mark.

6. Indemnification. Licensee shall indemnify and hold harmless Licensor for, from and against all claims, costs, expenses, losses and damages (including without limitation reasonable attorneys' fees and disbursements) which Licensor incurs as of the result of Licensee's use of the Mark and Licensed Materials for any purpose.

7. Confidentiality. The Parties shall hold the terms of this Agreement confidential.

8. Ownership. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Licensor retains all title, interest and ownership of the Mark and Licensed Materials. Licensee agrees that all uses of the Mark and Licensed Materials shall inure to the benefit of Licensor. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Mark and any related trademark application and/or registration, as well as any Licensor rights to the Licensed Materials, and related rights thereto, and will not at any time do or cause to be done any act or thing contesting such right, title, and/or interest, including after the Term of this License Agreement, under any basis, including, but not limited to, by operation of law. Licensee further acknowledges and agrees that any intellectual property rights and related goodwill in the Mark or Licensed Materials that may accrue in connection with this License and/or use shall inure to the benefit of Licensor. Nor shall Licensee use the Mark or Licensed Materials in any manner that are derogatory to and/or critical of Licensor.

9. General Provisions.

9.1 This Agreement, and the rights, duties and obligations hereunder, shall apply throughout the United States.

9.2 This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Louisiana.

9.3 The Parties agree that if any sentence, paragraph, clause, or combination of the Agreement is or becomes in violation of any applicable law or regulation or is unenforceable or void for any reason, such sentence, paragraph, clause or combination thereof shall be inoperative, and the remainder of the Agreement shall remain binding upon the Parties, to the extent consistent with the overall intention of the Parties.

9.4 The Parties shall have no authority to obligate or bind the other in any respect, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. Neither Party shall make any warranties or representations on behalf of the other Party.

9.5 This Agreement is personal to Licensee and shall not be transferred or assigned to any third party or successor without prior written approval of Licensor.

9.6 This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter of the Agreement. This Agreement may be changed only by a writing signed by both Parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

The Licensee accepts all terms incorporated herein by checking designated box at the bottom of the webpage as of the Effective Date.