

## Trademark License Agreement

This Trademark License Agreement (“Agreement”) is entered into as of \_\_\_\_\_ by and between Truly Sane Human, LLC, a California limited liability company, with offices at 170 Professional Center Drive, Rohnert Park, California (Licensor), and \_\_\_\_\_, whose address is \_\_\_\_\_ (Licensee).

### Recitals

A. Licensor is the sole and exclusive owner of the federally registered trademarks INTEGRATED AWARENESS, Registration No. 2061161, BODY’S MAP OF CONSCIOUSNESS, Registration No. 2332809, and HIGHER DIMENSIONAL HEALING, Registration No. 2332808 (jointly, the Trademarks); and

B. Licensor has the power and authority to grant to Licensee the right, privilege, and license to use the Trademarks in association with certain education services, namely workshops, courses and individual and group sessions to develop human transformational touch and enhanced perception, communication, movement and expanded consciousness (the Licensed Services); and

C. Licensee desires to obtain from Licensor a non-exclusive license to use some or all of the Trademarks in association with marketing, selling and providing the Licensed Services; and

D. Both Licensee and Licensor are in agreement with respect to the terms and conditions on which Licensee shall use the Trademarks.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

### Agreement

**1. LICENSE.** Licensor hereby grants to Licensee for the Term of this Agreement the non-exclusive right and license to use the Trademarks selected in the attached **Exhibit A** in association with marketing, selling and providing Licensed Services. It is understood and agreed that this license shall pertain only to the selected Trademarks and the Licensed Services and does not extend to any other mark, product, or service. This License does not include the right to grant sub-licenses.

**2. TERM OF THE AGREEMENT.** This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties and shall extend for two (2) years from March 15, 2013 until March 14, 2015 (the “Term”). If the Agreement is executed after March 15 of any then current calendar year, the fees due, and the obligations owed, shall be in effect the same as through the licensing had been timely until the next March 15, at which time the 2<sup>nd</sup> year will commence. Licensee shall, thereafter, have the option of renewing the Agreement for an unlimited number of additional two-year Extended Terms, each commencing on March 15 and ending on March 14 two years thereafter, provided that: (1) Licensee shall provide Licensor with written notification of his or her intention to renew the Agreement at least 30 days prior to the expiration of the then in-effect Term; and (2) Licensee shall pay Licensor the sum recited in Paragraph 3 below. The stated term is for a fixed period with an unlimited number of options to renew on the condition that timely notice is provided by the Licensee and, most importantly, that the Licensee continues to abide by the terms and conditions of this Agreement.

**3. COMPENSATION.** In consideration for the license granted hereunder, Licensee agrees to pay to Licensor the fees set forth in the attached **Exhibit A** that pertain to the option selected, and to comply with the associated terms and conditions. In the event that Licensee exercises the option to renew the Agreement for an

Extended Term, Licensee agrees to pay Licensor the fees shown on **Exhibit A** that pertain to the option selected at the time of renewal for each Extended Term, and to comply with the associated terms and conditions.

#### **4. NOTICES AND QUALITY CONTROL.**

A. The License granted hereunder is conditioned upon Licensee's full and complete compliance with the marking provisions of the trademark laws of the United States.

B. All promotional and advertising material relative to providing Licensed Services shall include all appropriate legal notices as required by Licensor.

C. Licensee shall comply with, and post in places of service, including related websites, the Integrated Awareness ® Code of Ethics ("Code of Ethics") in the form attached hereto as **Exhibit B**, the terms of which are incorporated herein by this reference.

D. Licensee shall comply with the ongoing skill building requirements specified in **Exhibit A**.

**5. INTELLECTUAL PROPERTY RIGHTS.** Licensee acknowledges Licensor's exclusive rights in the Trademarks and, further, acknowledges that the Trademarks are unique and original to Licensor and that Licensor is the owner thereof. Licensee shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Licensor's exclusive title to the Trademarks or the validity thereof. Licensee acknowledges that the Trademarks have acquired secondary meaning. Licensee agrees that its use of the Trademarks inures to the benefit of Licensor and that the Licensee shall not acquire any ownership rights in the Trademarks as a result of this license.

**6. TERMINATION.** The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. *Immediate Right of Termination.* Licensor shall have the right to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues or dissolves its business or if a receiver is appointed for Licensee or for Licensee's business and such receiver is not discharged within 30 days.

B. *Right to Terminate Upon Notice.* Either party may terminate this Agreement on 30 days' written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the 30-day period, the breaching party fails to cure such breach.

C. *Licensee Right to Terminate.* Licensee shall have the right to terminate this Agreement at any time on 30 days' written notice to Licensor, such termination to become effective at the conclusion of such 30-day period.

**7. POSTTERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee shall discontinue all use of the Trademarks.

**8. INDEMNITY.** Licensee agrees to defend and indemnify Licensor, and its members, agents, and employees, against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensor based on the offering, provision or sale of Licensed Services by Licensee under the Trademark. Licensor hereby disclaims any and all responsibility for any marketing plan or system adopted by Licensee to offer, sell or provide Licensed Services. The parties hereto acknowledge that this Agreement is not intended to, nor does it, constitute such a marketing plan or system.

9. **NOTICES.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service to the address first written above. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

10. **JURISDICTION AND DISPUTES.** This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved by the courts of the State of California, including the U.S. District Court for the northern district of California, and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available.

11. **AGREEMENT BINDING ON SUCCESSORS.** The provisions of the Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

12. **WAIVER.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

13. **SEVERABILITY.** If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

14. **ASSIGNABILITY.** The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law.

15. **INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Licensee	Truly Sane Human, LLC
By: _____	By: _____ Lansing Gresham, Managing Member
Dated: _____	Dated: _____

## Exhibit A

### FEE, TERMS AND CONDITIONS

#### Check One

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##### Apprentice status

- Must have a current Integrated Awareness® Apprentice contract.
- No annual fee for Apprentice status.
- Includes the right to use the INTEGRATED AWARENESS ® trademark to market, offer and provide Licensed Services, providing that “Integrated Awareness® Apprentice” is used on all materials including business cards and any verbal representations.
- Invitation to non-public IA® events (only limited when prerequisites are required, i.e. Graduates only).
- Current daily contract rates including on-table session discounts continue in force for the duration of existing yearly contracts.
- 20% discount from established rates for Licensees’ immediate family members for on-table sessions and public events with Lansing Gresham.
- All individual IA® websites and marketing materials must include the following notice: “Integrated Awareness® is a registered trademark established by IA® Founder, Lansing Barrett Gresham”.
- Must link any individual websites to main IA® website.
- Internationally offered sessions and/or workshops using the Trademark must be cleared by the trademark holder prior to publication.

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##### Active status

- The annual fee for Active status is \$150 per year.
- Includes the right to use the INTEGRATED AWARENESS ® trademark to market, offer and provide Licensed Services.
- Invitation to all non-public IA® events (only limited when prerequisites are required).
- Must attend 6-days per year of ongoing skill building (drops to 3-days per year in third year of Active status. The cost, terms and conditions of skill building days will be established in accordance with the then prevailing rates and practices of the Licensor.
- 30% discount from established rates for on-table sessions with Lansing Gresham and for all public events. 20% discount on the same items for Licensees’ immediate family members.
- \$50 per day fee to assist.
- All individual IA® websites and marketing materials must include the following notices: “Integrated Awareness®, is a registered trademark established by IA® Founder, Lansing Barrett Gresham”.
- There is no separate cost to create the required Teacher Page which will also be included in the new IA® website.
- Must link any individual websites to main IA® website.
- Internationally offered sessions and/or workshops using the Trademark must be cleared by the trademark owner prior to publication.

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##### Leader status

- The annual fee for Leader status is \$300 per year. *Leader status includes all benefits and responsibilities of Active status as well as:*
- Entitles the Licensee to use BODY’S MAP OF CONSCIOUSNESS ® and HIGHER DIMENSIONAL HEALING ® to market, offer and provide Licensed Services.
- No per day charge to assist
- One 30 minute phone consultation twice per year with Lansing Gresham. Must be by appointment and used each half year (cannot be rolled over).
- Permission from trademark holder to take Personal and Individual contracts with adherence to conditions to be specified in the 2013 P&I program.
- Possible Teacher assist with Lansing Gresham, including class design and review. Any tutoring agreements/fees to be determined on a case-by-case basis.

## **Exhibit B**

### **INTEGRATED AWARENESS® CODE OF ETHICS**

As an Integrated Awareness® Teacher, I have a responsibility to the Guests I serve, to the general public, and to myself to maintain the highest standards of ethical conduct. I will not commit acts contrary to these standards nor will I condone the commission of such acts by others. I hereby acknowledge these commitments:

- To speak and behave in a manner intentionally respectful of the “personal reality” of each individual, avoiding assertions of right or wrong.
- To be and remain “present,” both temporally and spatially, whenever in service.
- To create a safe container for a Guest’s self-exploration.
- To speak and touch in a state of curiosity, maintaining a greater degree of transparency and vulnerability than that being asked of my Guests.
- To accept the wishes of my Guests and align with them, without predetermining a single path toward their goal or ignoring other wants and needs that may arise during the session. In the event that I can not align with the desires of a Guest, I will declare the same and refer the Guest elsewhere.
- To respect all relevant societal taboos regarding touch and to be sensitive to individual ones.
- To post, declare and demonstrate that Integrated Awareness® is a process of self-healing through self-discovery and does not constitute, or serve as a substitute for, other modes of licensed therapeutic care.
- To be reasonably available for follow-up questions and answers or other integrative needs that a Guest may have.
- To respect and maintain the privacy of the individual, and to keep confidential information confidential unless legally obligated to do otherwise.
- To refrain from using or appearing to use confidential information acquired in the course of my service for unethical or illegal advantage either personally or through third parties.
- To refrain from engaging in or supporting any disparagement of Integrated Awareness® or the ethical standards described herein.
- To maintain familiarity with, and provide my services in compliance with, relevant local, state and federal laws and regulations pertaining to transformational speech and touch.
- To comply with avocational skill building requirements, including attendance at scheduled gatherings with other Integrated Awareness® teachers.