



TRADEMARK AND INTELLECTUAL PROPERTY AGREEMENT

GENERAL INFORMATION Please fill in all fields below. The content will fill in the fields within the contract on the following pages.

Month Day Year

Company / Personal Name

Company Type

Address

City State Postal Code

Phone

Email

Printed Name

Title



TRADEMARK AND INTELLECTUAL PROPERTY AGREEMENT

This AGREEMENT dated _____ between Phazzer IP, LLC, a Nebraska limited liability company with an address of 5709 F. Street, Omaha, NE 68117 (“Trademark Licensor”) and

_____, a _____
located at: _____

(“Trademark Licensee”).

WHEREAS, Trademark Licensor is the Exclusive Licensee of the PhaZZer® Intellectual Property in the United States of America and its territories, including, but not limited to, Patents and U.S. trademark registrations of “PhaZZer” and desires to license the Trademark (licenses of additional Phazzer IP, LLC intellectual property are made separate, and concurrently, from this agreement); and WHEREAS, Trademark Licensee desires to use the Trademark in the United States for CEW Weapons, Ammunition, DVR Eyewear, and related civilian, police and military equipment under the PhaZZer® Brand; and NOW, in consideration of the foregoing, the covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF TRADEMARK LICENSE

Trademark Licensor hereby grants to Trademark Licensee on a non-exclusive license and right to use the PhaZZer® trademark identified in the Schedule attached hereto (“Licensed Trademark”), (i) on the respective products set forth in the Schedule attached hereto (“Products”); (ii) solely in the Territory defined as United States of America and its territories; (iii) subject to the terms and conditions of this Agreement

2. QUALITY CONTROL

Trademark Licensee shall apply the Licensed Trademark only to Products which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion set forth in the control specifications which are annexed to this Agreement as Exhibit A (“Control Specifications”).

Trademark Licensor shall have the right at any time to conduct during regular business hours an examination of Products manufactured or supplied by Trademark Licensee (including those assembled or tested) at Trademark Licensee’s facilities to determine compliance of such Products with the applicable Control Specifications. If at any time such Products shall, in the sole opinion of Trademark Licensor, fail to conform with the standards of quality in materials, design, workmanship, use, advertising, and promotion set forth in such Control Specifications, Trademark Licensor or its authorized representative shall so notify Trademark Licensee. Upon such notification Trademark Licensee shall promptly cease to use the Licensed Trademark on such Products and not sell such nonconforming Products until the standards of quality contained in

the applicable Control Specifications have been met to the satisfaction of Trademark Licensor.

3. NEGATION OF WARRANTIES

As Trademark Licensor is not the owner of the trademarks or other intellectual property, Trademark Licensor makes no warranties regarding ownership of any rights in or the validity of said Licensed Trademark or other intellectual property.

4. ANCILLARY USE OF LICENSED TRADEMARK BY TRADEMARK LICENSEE

Trademark Licensee is further authorized to use in the Territory, Licensed Trademark in Product related marketing material including the use of the Licensed Trademark in publicity, Websites, URL Domain names, advertising, signs, product brochures, cartons and other forms of advertising subject to the terms and conditions of this Agreement and the applicable Control Specifications.

5. CONDITIONS APPLICABLE TO APPEARANCE OF LICENSED TRADEMARK

Trademark Licensee shall comply with conditions set forth in writing from time-to-time by Trademark Licensor with respect to the style, appearance and manner of use of the Licensed Trademark. Any use of the Licensed Trademark not specifically provided for by such conditions shall be adopted by Trademark Licensee only upon prior approval in writing by Trademark Licensor. In addition, Trademark Licensor may request that a notice or notices acceptable to Trademark Licensor be used on the Products and/or marketing material bearing Licensed Trademark to identify the licensed use under the Agreement and the proprietary rights of Trademark Licensor. In particular, any use of the PhaZZer® trademark shall be accompanied by the following qualifications: 1. "Phaser is a registered trademark of CBS Studios Inc. This website, marketing material, and/or our merchandise is not endorsed, sponsored by or affiliated with CBS Studios or the STAR TREK franchise." Additionally, in order to clear up any confusion in the market related to PhaZZer Electronics, Inc., a former licensee of PhaZZer IP, LLC, Trademark Licensee will include the following qualifying statement as a disclaimer, USA Independent Licensee: www.buycew.com

Disclaimer: This website and our merchandise is not endorsed, sponsored by or affiliated in any way with PhaZZer Electronics Inc. BuyCEW is a sublicensee of the PhaZZer® brand intellectual property. PhaZZer IP, LLC, is the exclusive licensee of the PhaZZer® brand intellectual property in the United States. Phaser® is a registered trademark of CBS Studios Inc. This website and our merchandise is not endorsed, sponsored by or affiliated with CBS Studios or the STAR TREK franchise. TASER® is a registered trademark of Axon Enterprise, Inc. Any information mentioned on this website is for reference purposes only and not sponsored by or affiliated with the TASER® brand. All videos used on this website are believed to be public domain and are for informational purposes only. The products demonstrated in these videos may differ from the products offered herein. By using this website and/or ordering on it you agree to our terms of use and privacy policy.

Marketing material which uses a Licensed Trademark, or which refers to Trademark Licensor shall conform to the Trademark Use Control Specifications as amended from time-to-time.

6. PROTECTION OF LICENSED TRADEMARKS

Trademark Licensee admits the validity of and agrees not to challenge the Licensed Trademark. Trademark Licensee also agrees that any and all rights that may be acquired by the use of the Licensed Trademark by Trademark Licensee shall inure to the sole benefit of Trademark Licensor, or its designate, and assign any URL Domain name that includes "Phazzer" or that has become associated with the "Phazzer" brand. r. Trademark Licensee agrees to execute all papers reasonably requested by Trademark Licensor to effect further registration of, maintenance and renewal of the Licensed Trademark and, where applicable, to record Trademark Licensee as a registered user of the Licensed Trademark.

Trademark Licensee further agrees not to register in any country any name or mark resembling or confusingly similar to the Licensed Trademark without the express written approval of Trademark Licensor. If any application for registration is or has been filed in any country of said Territory by Trademark Licensee which relates to any name or mark which, in the sole opinion of Trademark Licensor, is confusingly similar, deceptive or misleading with respect to the Licensed Trademark, Trademark Licensee shall immediately abandon any such application or registration or, at Trademark Licensor's sole discretion, assign it to Trademark Licensor. Trademark Licensee shall reimburse Trademark Licensor for all the costs and expenses of any opposition, cancellation or related legal proceedings, including attorney's fees, instigated by Trademark Licensor or its authorized representative, in connection with any such registration or application.

In the event that Trademark Licensee learns of any infringement or threatened infringement of the Licensed Trademark or any passing-off or that any third party alleges or claims that the Licensed Trademark is liable to cause deception or confusion to the public, or is liable to dilute or infringe any right, Trademark Licensee shall forthwith notify Trademark Licensor or its authorized representative giving particulars thereof and Trademark Licensee shall provide necessary information and assistance to Trademark Licensor or its authorized representatives in the event that Trademark Licensor decides that proceedings should be commenced or defended. Any such proceedings shall be at the expense of Trademark Licensor and Trademark Licensee equally; and any recoveries shall be equally divided between Trademark Licensor and Trademark Licensee. Nothing herein, however, shall be deemed to require Trademark Licensor to enforce the Licensed Trademark against others.

In the performance of this Agreement, Trademark Licensee shall comply with all applicable laws and regulations, and those laws and regulations particularly pertaining to the proper use and designation of trademarks in the countries of said Territory. Should Trademark Licensee be or become aware of any applicable laws or regulations which are inconsistent with the provisions of this Agreement, Trademark Licensee shall promptly notify Trademark Licensor of such incon-

sistency. Trademark Licensor may, at its option, either waive the performance of such inconsistent provisions or terminate the license and rights granted hereunder.

7. AGREEMENT PERSONAL

The benefit of this Agreement shall be personal to Trademark Licensee who shall not without the prior consent in writing of Trademark Licensor assign the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to the Licensed Trademark nor allow the license to be subject to any substantial change in ownership whether by merger, acquisition, consolidation or otherwise. Trademark Licensor may, in Trademark Licensor's sole discretion, assign its rights under this Agreement at any time by providing written notice to Trademark Licensee.

8. TERM AND TERMINATION

Unless sooner terminated in accordance with this Agreement, the trademark license granted under this Agreement shall commence on the date of this Agreement and shall continue in effect for one year from the date first written above, at which time this Agreement shall automatically renew for one year upon each anniversary unless otherwise terminated as set forth herein.

Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights (including the right to use the Licensed Trademark), privileges and obligations arising from this Agreement (except the obligations or limitations in Sections 2,4,6 and 9 of this Agreement) shall cease to exist.

In the event of a significant breach of this Agreement by either party, the other party may terminate the license and rights granted to the breaching party under this Agreement by giving written notice to such breaching party of termination and the basis for such termination. The license and rights granted under this Agreement shall terminate thirty (30) days after mailing of such written notice unless such breach is cured within such thirty (30) day period. The following matters shall be deemed to be significant breaches;

A. Trademark Licensee's failing to make any payment specified in Section 12; or

B. Trademark Licensee's using any trademarks, service marks, trade or business names contrary to the provisions hereof; or

C. Trademark Licensee's offering for sale Products bearing the Licensed Trademark which Products fail to meet the standards set forth in the Control Specifications; or

D. Trademark Licensee's using the Licensed Trademark on Products or on marketing material or referencing Trademark Licensor without conforming to written instructions provided by Trademark Licensor, or

E. Trademark Licensee's assigning or purporting to assign any of the rights granted herein to others without the prior written approval of Trademark Licensor,

Trademark Licensor may, at its option, immediately terminate the license and rights granted in this Agreement to Trademark Licensee to use the Licensed Trademark, upon the occurrence of any of the following events:

- i. Trademark Licensee undergoing a substantial change of ownership (whether resulting from merger, acquisition, consolidation or otherwise);
- ii. An inconsistency occurring between any applicable laws and regulations and the provisions of this Agreement;
- iii. insolvency of Trademark Licensee, whether actual or constructive;
- iv. bankruptcy of Trademark Licensee which will be deemed effect termination of this Agreement, and any other PhaZZer IP, LLC intellectual property agreements, one day prior to the filing of any petition for bankruptcy by Trademark Licensee;
- v. criminal action or civil litigation filed against Trademark Licensee which would in the opinion of Trademark Licensor tarnish the Licensed Trademark; or
- vi. failure to maintain insurance per section 9 below.

After the expiration or termination of the license and rights granted under this Agreement, Trademark Licensee agrees to cease and discontinue completely further use of the Licensed Trademark except that in the event the license and rights granted under this Agreement expire after their full term without renewal, Trademark Licensee shall have a period of three (3) months from the date of such expiration to use up its supplies of marketing materials and Products on which the Licensed Trademark has been applied prior to the date of expiration, provided that such use of the Licensed Trademark shall otherwise be in accordance with the provisions of this Agreement.

In addition, Trademark Licensee agrees to assign and transfer any URL Domain name to Trademark Licensee that includes "Phazzer" or that has become associated with the "Phazzer" brand within 30 days of expiration or termination of the license and rights granted under this Agreement.

9. INDEMNITY

A. Trademark Licensee shall defend, indemnify and hold Trademark Licensor and its authorized representatives, harmless against all claims, suits, costs, damages and judgments incurred, claimed or sustained by third parties, whether for personal injury or otherwise, because of the manufacture, marketing, use or sale of Products bearing Licensed Trademark and shall indemnify Trademark Licensor for all damages due to any improper or unauthorized use of the Licensed Trademark.

B. Trademark Licensee shall maintain at its own expense in full force and effect at all times

during which Products bearing the Licensed Trademark are being sold, with a responsible insurance carrier acceptable to Trademark Licensor, at least a \$2 Million Dollar aggregate product liability insurance policy with respect to the Products. This insurance shall be for the benefit of Trademark Licensor and Trademark Licensee and shall provide for at least ten days prior written notice to Trademark Licensor and Trademark Licensee of the cancellation or any substantial modification of the policy. This insurance may be obtained for Trademark Licensor by Trademark Licensee in conjunction with a policy which covers products other than the Products.

C. Trademark Licensee shall, from time to time upon reasonable request by Trademark Licensor, promptly furnish or cause to be furnished to Trademark Licensor evidence in form and substance satisfactory to Trademark Licensor, of the maintenance of the insurance required by Section "b" above, including, but not limited to, originals or copies of policies, certificates of insurance (with applicable riders and endorsements) and proof of premium payments,

10. OWNERSHIP OF INTELLECTUAL PROPERTY

Trademark Licensee agrees acknowledges and agrees that Trademark Licensor is the sole and exclusive licensee of all intellectual property rights in the United States of America and remedies in and to all Licensed Trademarks, to other PhaZZer IP, LLC intellectual property (such as Control Specifications, ideas, patents, copyrights, know how, trade secrets, domain names, websites, etc.) and other confidential and proprietary information concerning the operations of Trademark Licensor, all of Trademark Licensee's use of the Licensed Trademark, and all products or information derived or to be derived from Trademark Licensee's use, regardless of whether such confidential and proprietary information or Trademark Licensee's use is subject to patent, copyright, trade secret, or other protection. Trademark Licensee's creation of any intellectual property by use of the Licensed Trademark under this Agreement and other Trademark Licensor intellectual property shall be considered a "work for hire" under the copyright laws of the United States. Trademark Licensee expressly agrees that Trademark Licensor is the owner of any Trademark Licensee's creation of any intellectual property by use of the Licensed Trademark and other Trademark Licensor intellectual property, under this Agreement, and agrees to assign such Trademark Licensee's creation to Trademark Licensor, or its designate.

Trademark Licensee shall promptly furnish to Trademark Licensor a complete record of any and all technological ideas, inventions and improvements, whether patentable or not, which it, solely or jointly, may conceive, make or first disclose during the period of this Agreement.

Trademark Licensee agrees to and does hereby grant and assign to Trademark Licensor, or its nominee, his/her entire right, title and interest in and to ideas, inventions, trademarks, copyrights, and improvements coming within the scope of above paragraph:

A. which relate in any way to the business or activities of Trademark Licensor, or

B. which are suggested by or result from any task or work of Trademark Licensee relating

to the Licensed Trademark and other Trademark Licensor intellectual property,

together with any and all domestic and foreign patent rights in such ideas, inventions and improvements. Trademark Licensee agrees to execute specific assignments and do anything else properly requested by Trademark Licensor, at any time during or after the Agreement with Trademark Licensor to secure such rights.

Irrebuttable Presumption of Origination. It would be difficult to identify and prove the use of Trademark Licensor's confidential and proprietary information in the development of other related products related to the Licensed Trademarks under this Agreement. Should any dispute arise between Trademark Licensee and Trademark Licensor regarding any such related products related to the Licensed Trademarks under this Agreement that results in an arbitration or proceeding in a court of law, there shall be, for the purpose of any arbitration or trial, an irrebuttable presumption that any such related products related to the Licensed Trademarks under this Agreement were developed using Trademark Licensor's confidential and proprietary information. Should the irrebuttable presumption provided for be held to be contrary to law, then the presumption shall be at the highest level allowed by law, and the burden of proof shall rest with Trademark Licensee.

11. NOTICES

Any notice required or permitted to be given under this Agreement shall be by written communications by way of email or air letter, registered and postage prepaid, or by confirmed facsimile message or personal delivery, and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement:

Trademark Licensor: Phazzer IP, LLC
5709 F. Street
Omaha, NE 68117
Email: Phazzer-ip@phazzer.info

Trademark Licensee: _____

Address: _____

Email: _____

Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addresses shall be effective upon mailing and shall be considered as having been received.

12. ROYALTIES

A. Immediately upon execution of this Agreement, Trademark Licensee shall pay Trademark Licensor a monthly administrative fee of _____
This administrative fee will increase by mutual agreement over time should it be mutually

beneficial to do so.

B. Throughout the term of this Agreement, and for any renewals or extensions of this Agreement, Trademark Licensee agrees to pay Trademark Licensor; a royalty of 10% (Ten percent) of Cost of Goods of all Products bearing the Licensed Trademark Name and purchased by Trademark Licensee; and _____ of all Sales or Training Revenue as it relates to the PhaZZer Sales or the Phazzer Training Program including but not limited to PhaZZer Senior Instructor Certification, PhaZZer Instructor Certification and PhaZZer Operator Certification.

C. "Cost of Goods" (COGS) means gross purchases from any manufacturer or assembly facility or Distributor supplying products to Trademark Licensee that have been authorized to use the PhaZZer IP's intellectual property. Within sixty (30) days after the end of each MONTH, commencing with the initial period during which this Agreement becomes effective, Trademark Licensee shall furnish to Trademark Licensor a statement in form reasonably acceptable to Trademark Licensor, certified by a responsible officer of Trademark Licensee, showing total PhaZZer Product Purchases (COGS) bearing the Licensed Trademark sold during such monthly period, and the amounts of royalty paid to date and payable thereon. If Products bearing the Licensed Trademark have not been sold during the semi-annual period, such fact shall be shown on such statement.

D. Within such thirty (30) days, Trademark Licensee shall, irrespective of its own business and accounting method, pay in United States dollars to Trademark Licensor the royalties payable for such month as shown in the statement required by Section 11C. Such statement, together with the payment for the fee's shown therein, shall be sent to Trademark Licensor by ACH Payment to its' bank at Wells Fargo NEED WELLS ADDRESS, ABA NUMBER or any such payment method provided by written notice to Trademark Licensee. Payments can be set up to be automatically paid by direct deposit, wire transfer, or be calculated into the purchase of the Cost of Goods and paid directly to the authorized Manufacturer or Assembly Facility and passed through to Trademark Licensor as an optional payment method. Proof of such payment must be verified by Purchase Order and must indicate Royalty payment as a separate line item in the Sales or Purchase Order at the time of Order Processing.

E. Overdue payments hereunder shall be subject to a late payment charge calculated at an annual rate of three percent (3%) over the prime rate (as posted in the Wall Street Journal) during delinquency. If the amount of such charge exceeds the maximum permitted by law, such charge shall be reduced to such maximum.

F. Notwithstanding anything in this Section 11 to the contrary, Trademark Licensee shall not owe any royalty until 30 days after the signing of this agreement.

13. SECTION HEADINGS

The headings of the several Sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

14. ENTIRE AGREEMENT

The provisions of this Agreement contain the entire agreement between the parties relating to use by Trademark Licensee of Licensed Trademark on Products, Training material, marketing material, and Websites, manufactured or provided by Trademark Licensee, and supersede and cancel all prior provisions, negotiations, agreements and commitments (whether oral or in writing) with respect to the subject matter hereof. No rights are granted to use the Licensed Trademark on such Trademark Licensee manufactured Products or marketing material except as specifically set forth in this Agreement; and this Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the parties. In the event of any conflict between the provisions of this Agreement and provisions in any other agreement involving Trademark Licensee, the provisions of this Agreement shall prevail.

The construction and performance of this Agreement will be governed by the internal, substantive laws of the State of Nebraska without regard to its choice of law rules. Any action brought under or related to this Agreement shall be brought in a court of competent jurisdiction in Douglas County, Nebraska.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below,

LICENSEE

Signature

_____/_____/_____
Month Day Year

Printed Name

Title

LICENSOR

Phazzer IP, LLC

Signature

_____/_____/_____
Month Day Year

Printed Name

Title

TRADEMARK LICENSE AGREEMENT

Trademark Schedule

Licensed Trademark
Word and Design Marks: PhaZZer



U.S. Registration Nos. 4,002,952
4,181,922 and 4,662,575

Examples of associated products:

PhaZZer Enforcer CEW. PhaZZer New Dart Cartridges, PhaZZer G3, PhaZZer Dragon PhaZZer Ammunition PhaZZer DVR Eyewear PhaZZer DVR Key Chain PhaZZer Stun Gun Holsters PhaZZer Knives PhaZZer Apparel PhaZZer Titan PhaZZer Scorpion PhaZZer NV3, PhaZZer Training Certifications and Training Related Equipment and Material.