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LICENSE AGREEMENT

(APPLIED SCHOLASTICS/LICENSEE--Marks)

THIS AGREEMENT is made this _____ day of _____,
1988, by and between:

APPLIED SCHOLASTICS, a California non-profit corporation
having a place of business at 3540 Wilshire Boulevard, Los
Angeles, California 90010 (hereinafter referred to as "APPLIED
SCHOLASTICS"); and

(hereinafter referred to as "LICENSEE").

Recitals

A. Lafayette Ronald Hubbard (hereinafter referred to as
"LRH") is the discoverer and the developer of a certain philos-
ophy and techniques for bettering the condition of mankind and
establishing a civilization without war, crime or insanity, and
has described that philosophy and those techniques (hereinafter
referred to as "Hubbard Philosophy and Technology") in numerous
written and recorded spoken works (hereinafter referred to as
"the Hubbard Writings").

B. Association For Better Living And Education (hereinafter referred to as ABLE) was formed for the purpose of supervising and coordinating the promotion and dissemination of the Hubbard Philosophy and Technology in secular fields by organizations formed to use the Hubbard Philosophy and Technology in those fields, and specifically for the purposes of (1) improving and revitalizing society, especially in the fields of education, drug rehabilitation and the rehabilitation of criminals, by the use and application of methods and information applicable to such purposes, (2) making training available to organizations with like purposes, (3) coordinating the activities of such organizations toward effective actions in such fields, and (4) ensuring that information and materials which are useful to the improvement of society in such fields are broadly disseminated.

C. ABLE is the owner of certain trademarks and service marks, including the mark "Applied Scholastics" (hereinafter "the Marks") for which one or more registrations have been obtained in some countries of the planet or for which applications for registrations have been, or will be, made in other countries of the planet.

D. APPLIED SCHOLASTICS is an organization which uses the Hubbard Philosophy and Technology in secular fields, with emphasis on the field of education, and has the responsibility of supervising and coordinating the use, promotion and dissemination of the Hubbard Philosophy and Technology by organizations in this field. APPLIED SCHOLASTICS has been licensed by ABLE to use the Marks and to sublicense the use of the Marks to other organizations in the field of education.

E. APPLIED SCHOLASTICS and LICENSEE wish to enter into a formal agreement defining the rights and responsibilities of each of them with respect to use of the Marks by LICENSEE and its staff and employees.

Agreement

1. Recitals

The recitals are hereby made part of this Agreement and are acknowledged to be true.

2. Grant

a. APPLIED SCHOLASTICS hereby grants to LICENSEE the nonexclusive right and license to use the Marks in connection with services in the field of education, and on and in connection with approved products that are related to these services. LICENSEE shall use the Marks exclusively for charitable and educational purposes that are described in Section 501(c)(3) of

the Internal Revenue Code of 1986 (hereinafter referred to as "Section 501(c)(3)").

b. This grant does not include the right of LICENSEE to grant sublicenses of any kind.

c. This grant does not include any right to use the name of LRH, or any part thereof, in or as a trademark or service mark, and LICENSEE expressly agrees not to do so. LICENSEE may, however, use the name of LRH, and parts thereof, in accurate factual reference to him and to his works.

3. Consideration

a. As consideration for the grant herein made, and as a way to provide financial support for the educational and charitable purposes of APPLIED SCHOLASTICS, LICENSEE shall pay to APPLIED SCHOLASTICS a weekly fee equal to Five Percent (5%) of its gross income derived from services rendered under the Marks.

b. As additional consideration for the grant herein, LICENSEE acknowledges, as a condition of this license, LICENSEE's prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promise to actively use the Marks in advancing and disseminating the Hubbard Philosophy and Technology in accordance with the Hubbard Writings in LICENSEE's field, and to promote and protect

the Hubbard Philosophy and Technology under and in connection with the Marks and the name of LRH.

4. Control and Supervision

a. APPLIED SCHOLASTICS shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and for the proper non-trademark use of the name of LRH, and LICENSEE and all of its staff and employees shall follow and abide by all such standards, specifications and guidelines.

b. LICENSEE shall not use or associate any of, or permit the use of association of any of, the Marks with any goods or services, or with any other activity, that is in conflict with or hostile to the Hubbard Philosophy and Technology, or the Hubbard Writings, and shall not use any of the Marks on or in connection with any matter that is not part of, or related to, the Hubbard Philosophy and Technology.

c. APPLIED SCHOLASTICS and ABLE shall have the right to monitor all operations of LICENSEE with respect to use of the Marks, inspect all books, records and facilities pertaining to use of the Marks, and receive sample specimens and summaries of literature, publications and products using the Marks, in reasonable numbers and with reasonable frequency to insure compliance with all standards, specifications and guidelines.

d. APPLIED SCHOLASTICS may, if APPLIED SCHOLASTICS ever deems it necessary or advisable, take action to correct any deviation from the standards, specifications or guidelines of APPLIED SCHOLASTICS, and LICENSEE shall compensate APPLIED SCHOLASTICS for all of its reasonable costs and expenses of the corrective action, including reasonable travel and living costs of personnel and reasonable charges for the time of such personnel at APPLIED SCHOLASTIC's standard rates for such corrective action, approved in advance by LICENSEE.

5. General Obligations of LICENSEE

LICENSEE agrees that:

a. LICENSEE shall conduct its activities in accordance with the technical and ethical standards prescribed by the Hubbard Writings and in accordance with all standards, specifications and guidelines of APPLIED SCHOLASTICS pursuant to this Agreement.

b. LICENSEE shall devote its best efforts and due diligence to the promotion and dissemination of the Hubbard Philosophy and Technology in the field of education under the Marks.

6. Enforcement

a. APPLIED SCHOLASTICS and ABLE are responsible for protection of the Marks and the name of LRH against any

unauthorized or improper use, and shall have the final authority for such enforcement. LICENSEE shall report to APPLIED SCHOLASTICS all unauthorized or improper use that comes to its attention, and shall render all assistance to APPLIED SCHOLASTICS and ABLE that may be required in correcting or terminating such use.

b. LICENSEE shall have direct responsibility for monitoring the use of the Marks and the name of LRH in LICENSEE's area, and for determining whether any unauthorized or improper use is occurring in such area, but shall not initiate any enforcement action regarding the Marks or the name of LRH without the express written approval of APPLIED SCHOLASTICS or ABLE.

7. Indemnity

LICENSEE acknowledges its full responsibility for the ethical and proper use of the Marks and the Hubbard Philosophy and Technology according to the Hubbard Writings, and covenants that neither it nor any of its staff or employees will make any claim against APPLIED SCHOLASTICS, ABLE, the successors of LRH, or any person associated with APPLIED SCHOLASTICS or ABLE. LICENSEE shall indemnify and hold harmless APPLIED SCHOLASTICS, ABLE, the successors of LRH, and all of APPLIED SCHOLASTICS's and ABLE's agents, employees, representatives, successors and assigns, from and against all liabilities, claims and actions of any kind, and costs, including attorneys' fees, which arise from

or relate to the use of the Marks, or relate to or arise from any of the services or products associated with the Marks.

8. Names And Ownership

LICENSEE acknowledges and agrees that:

a. This Agreement replaces and supersedes all previous agreements with LICENSEE with respect to the Marks, and that LICENSEE has no rights of any kind with respect to any of those marks except the rights that are granted by this Agreement;

b. The Marks shall not become part of the assets of LICENSEE, and all use by LICENSEE of any of the Marks, in its name and otherwise, is and shall be pursuant to this Agreement alone, and shall support the ownership of the Marks by ABLE with the same effect as if ABLE had itself made that use; and

c. If this Agreement ever is terminated for any reason, LICENSEE shall immediately cease all use of each of the Marks, in its name and otherwise, and shall forever refrain from further use of any of the Marks, unless and until formally reinstated hereunder.

9. Term and Termination

a. The first term of this Agreement shall extend from the date in the introductory paragraph hereof until December 31, 1992, and this Agreement shall be renewed automatically at the

expiration of the first term and each additional term for successive additional five (5) year terms unless and until one of the parties gives notice of non-renewal within the ninety (90) days next preceding the expiration of any term, or unless sooner terminated in a manner provided herein.

b. In the event of failure by LICENSEE to perform any of its obligations under this Agreement, APPLIED SCHOLASTICS may, in addition to any other remedy it may have, terminate this Agreement by giving LICENSEE thirty (30) days written notice specifying the nature of the failure to perform, the identity of the party to be terminated, and the intended effective date of termination, at least thirty (30) days later. The termination notice will be effective on the stated effective date unless, prior to that date, the failure to perform has been corrected.

c. At its discretion, APPLIED SCHOLASTICS may immediately suspend the right of LICENSEE to use any of the Marks if LICENSEE (1) has ceased using the Marks or (2) is misusing any of the Marks in a manner that places the validity or enforceability of any of the Marks in danger under applicable laws.

d. This Agreement shall terminate immediately if LICENSEE becomes bankrupt or insolvent or is liquidated or dissolved, or becomes controlled, directly or indirectly, by any

individual or entity, which in the judgment of APPLIED SCHOLASTICS or ABLE, is likely to compromise the charitable and equitable purposes of ABLE or the technical and ethical standards established by ABLE for use of the Marks.

10. Lack of Agency

Neither party shall be deemed to be the agent, joint venturer, or partner of the other, and neither shall have the authority to act in behalf of the other in any matter, including, acceptance of service of process.

11. Governing Law

This Agreement shall be interpreted according to the laws of the State of California, United States of America.

12. Assignability and Binding Effect

a. This Agreement is personal to LICENSEE, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by LICENSEE, in whole or in part, without the prior written approval of APPLIED SCHOLASTICS. In the event of any attempted assignment or transfer by LICENSEE of its rights under this Agreement, whether voluntary or involuntary, all rights of LICENSEE with respect to the Marks shall immediately terminate.

b. This Agreement shall be binding upon and for the benefit of the successors, assigns and legal representatives of APPLIED SCHOLASTICS.

c. Each reference to LRH shall be deemed to include all successors in interest of LRH.

Signed in duplicate at Los Angeles, California on the date first above written.

APPLIED SCHOLASTICS

(Officer)

Title: _____

"LICENSEE"

(Officer)

Title: _____