

38

LICENSE AGREEMENT-CC INT/CELEBRITY CENTRE  
(Marks)

THIS AGREEMENT is made this 18<sup>th</sup> day of April,  
1987 by and between:

Church of Scientology Celebrity Centre International, a  
California non-profit religious corporation (hereinafter referred  
to as "CC INT"); and

Church of Scientology Celebrity Centre Dallas  
(Name)

8501 Manderville Ln.

Dallas, Texas 75231

(Address)

(hereinafter referred to as "CELEBRITY CENTRE").

RECITALS

A. Religious Technology Center, a California non-profit  
religious corporation (hereinafter referred to as "RTC"), was  
formed to be the protector of the religion of Scientology and  
to maintain the purity and ethical use of the philosophy and  
technology of the religion, including the services and the

products associated with the religion, and to own the service marks and trademarks associated with those services and products, with all of the rights and responsibilities that are incident to and required by ownership in order to maintain their validity, to protect the exclusivity of their use by faithful organization of the religion of Scientology, and to insure that the nature and quality of all services and products that are associated with the service marks and trademarks are in accordance with the writings and recorded spoken words of L. Ron Hubbard, the Founder of the religion (hereinafter "LRH", whose writings and recorded spoken words with respect to Scientology and the organizations formed for the purposes thereof hereinafter are referred to as "the Scientology Scriptures").

B. Church of Scientology International, a California non-profit religious corporation (hereinafter referred to as "CSI") is the Mother Church and the highest ecclesiastical authority of the religion of Scientology, and has been and is committed and dedicated to the advancement and dissemination of the religion of Scientology in accordance with the Scientology Scriptures, through the organizations of the religion of Scientology, including the Missions that are under its ecclesiastical control and supervision.

C. RTC is the owner by assignment from LRH of certain service marks and trademarks formerly owned by LRH and pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations related thereto, including the name, initials and parts of the name of LRH, and the marks identified in the list attached hereto and identified as Exhibit A (hereinafter referred to as "the Marks"), and of the goodwill associated with the Marks.

D. RTC is the owner by assignment from LRH of registrations of certain of the Marks in many countries of this planet, and of pending applications for registrations, and of the goodwill associated with the Marks shown in those registrations and applications for registrations.

E. RTC has filed applications for registration, and has obtained registrations, of other marks pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations relating thereto, which registrations, applications and all registrations that issue on those applications are included in the Marks.

F. RTC and CSI have entered into a formal agreement granting CSI and the Celebrity Centre Churches of the religion of Scientology

(hereinafter "the Celebrity Centre Churches") under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services and limited products.

G. CC INT is the Mother Church and managing organization for the Celebrity Centre Churches, under the auspices and authority of CSI, and CELEBRITY CENTRE wishes to use the Marks, as a related organization of CC INT under CC INT's supervision and control.

NOW, THEREFORE, in consideration of the following grant and mutual promises, and other good and valuable consideration, the parties agree as follows:

1. Grant

a. CC INT, with the approval of RTC and CSI, grants to CELEBRITY CENTRE the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by CELEBRITY CENTRE, and in connection with products of the limited nature defined in subparagraph d.

b. This grant extends to all activities of CELEBRITY CENTRE with respect to the religion of Scientology that are under the ecclesiastical supervision and control of CSI and the managing authority of CC INT, so long as CELEBRITY CENTRE expressly agrees and covenants to respect and abide by the terms and conditions of this grant, including recognition and acceptance of RTC as the owner and protector of the Marks, with the rights and responsibilities that accompany ownership.

c. This grant does not include the right to authorize or to license the use of the Marks by other entities of any kind, and the granting of further licenses is expressly prohibited.

d. This grant is limited to use of the Marks in connection with services and in connection with products such as publications that are individually approved by CC INT and directly related to the promotion of the services of CELEBRITY CENTRE licensed hereunder. The right to sell products embodying or bearing the Marks, except products obtained by or through LRH or another source authorized by LRH or RTC, is expressly excluded from this grant.

2. Consideration And Expense Reimbursement

The only consideration required of CELEBRITY CENTRE for the grant herein made is the acknowledgement, as a condition of this license, of the prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promises to actively use the Marks in advancing and disseminating the religion of Scientology in accordance with the Scientology Scriptures, and to promote and protect the religion of Scientology and the image of LRH, as the Founder, under and in connection with the Marks.

3. Control and Supervision

a. The governing standards for the nature and quality of all services rendered under and in association with the Marks shall be the Scientology Scriptures, as they exist upon the effective date of this Agreement. Additional writings and recorded spoken words of LRH may be added to the Scientology Scriptures, and to the governing standard of this Agreement, as they come into existence and are adopted by CC INT.

b. CC INT shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and CELEBRITY CENTRE shall insure that all of its staff, members, employees, parishioners and congregants shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines presently in use by the Celebrity Centre Churches shall remain in effect until changes are disseminated by CC INT.

c. CELEBRITY CENTRE shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRH, and shall not use any of the Marks on or in connection with any matter that is not part of, or related to, the religion of Scientology, or the approved services of SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

d. CSI, RTC and CC INT shall have the right to monitor all operations of CELEBRITY CENTRE with respect to 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.

e. CSI, RTC or CC INT may, if they ever deem it necessary or advisable, send a corrective mission to CELEBRITY CENTRE to correct any deviation from the standards, specifications or guidelines of this Agreement, and CELEBRITY CENTRE shall reimburse the sender of its costs of the corrective mission, including travel and living costs of personnel and the time of such personnel, at rates not to exceed the then prevailing rates charged by CSI for corrective missions.

#### 4. Minimum Standards

In addition to the standards that have been stated, the minimum requirements for qualification to use the Marks shall include:

a. Establishment of a religious body and entity for the advancement and dissemination of the religion of Scientology, pursuant to the Scientology Scriptures;

b. Maintenance of sufficient trained staff to effectively minister to all parishioners and congregants;

c. Proper and effective display of the Marks and the religious symbols of the religion of Scientology, to enhance



and preserve the image of Scientology as a religion, including display of a charter supplied by SMI;

d. Offering of religious services, hearing of confessionals for executives, staff and parishioners, and publication and distribution of religious literature and other sectarian aids to propagate and disseminate the religion of Scientology;

e. Subject to local laws, satisfaction of all requirements for tax exempt status as a religious charitable organization; and

f. Maintenance of financial responsibility and solvency at all times.

5. Enforcement

RTC, CSI and CC INT are responsible for the enforcement of rights under the Marks against any unauthorized or improper use. CELEBRITY CENTER shall report to CC INT all unauthorized or improper use that comes to its attention, and shall render all assistance that may be required in correcting or terminating such use, but shall not initiate any legal action without the express written permission of CC INT.

6. Indemnity and Disclaimer

a. CELEBRITY CENTRE acknowledges its full responsibility, for the ethical and proper use of the Marks and the philosophy and technology of the religion of Scientology according to the

Scientology Scriptures, and covenants that neither it nor any of its staff, members, employees, parishioners or congregants will make any claim against RTC, CSI, LRH, CC INT, or any person associated with RTC, CSI, LRH or CC INT. CELEBRITY CENTRE shall indemnify and hold harmless RTC, LRH, CSI, CC INT and all of their agents, employees, representatives, heirs, 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 by CELEBRITY CENTRE, or relate to or arise from any of the services or products associated with the Marks by CELEBRITY CENTRE.

b. The Scientology Scriptures contain a record of research and observation of LRH into the nature of the human mind and spirit and a spiritual guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither RTC, CSI, LRH nor CC INT makes any claim that the nature or purpose the Scientology Scriptures exceeds this description or that the Scientology Scriptures will have any particular effect on any particular parishioner.

c. CELEBRITY CENTRE hereby acknowledges and agrees to the disclaimer of the preceding paragraph.

d. CELEBRITY CENTRE, and its staff, members, employees, parishioners and congregants shall require all individuals who receive training or counseling services under the Marks to sign a disclaimer in the form attached as Exhibit B.

7. Names And Ownership

CELEBRITY CENTRE may make appropriate use of the Marks in its name, but acknowledges and agrees that:

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

b. The Marks shall not become part of the assets of CELEBRITY CENTRE, and all use by CELEBRITY CENTRE 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 RTC with the same effect as if RTC had itself made that use; and

c. If this Agreement ever is terminated for any reason, CELEBRITY CENTRE 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.

8. Enforcement of Obligations of Performance

a. This Agreement shall be perpetual in term, and shall be terminable by RTC, CSI and CC INT only for cause, and only after arbitration as provided herein has determined that no other effective alternative is available. At its discretion, RTC may, however, immediately suspend the right of CELEBRITY CENTRE to use any of the Marks pending arbitration, if CELEBRITY CENTRE is not using the Marks or is misusing any of the Marks in a manner that places the validity or enforceability of any of the Marks in serious danger under applicable laws.

b. Any dispute which arises out of or relates to this Agreement, shall be determined by arbitration at Los Angeles, California, or such other location upon which the parties to the dispute may agree. In the event of arbitration, the parties to the dispute shall attempt to agree upon a single arbitrator to hear the dispute. If they are unable to do so, each party shall select a separate arbitrator, and the two arbitrators so selected shall choose a third arbitrator. Each arbitrator shall be a member in good standing of a Church or Mission of the religion of Scientology, and shall be familiar with the Scientology Scriptures, and in particular, those Scientology Scriptures pertaining to the Scientology ethics and justice system of the Churches of Scientology. All such arbitration shall be conducted in accordance with the Scientology ethics and justice system, and the decision of the arbitrator or arbitrators shall be final.

c. RTC, CSI and CC INT, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from CELEBRITY CENTRE, in amounts that are commensurate with the circumstances. RTC also shall have the right, as a last resort after all other measures have proved unsuccessful, to terminate the right of CELEBRITY CENTRE to use the Marks.

d. If CELEBRITY CENTRE ever falls into hostile hands or engages in or condones propaganda against the Marks, the religion or organizations of Scientology, LRH, or CC INT, or fails to hear confessionals of its executives, staff and parishioners, or if it conducts itself in such a way as to endanger the name or repute of RTC, CSI, LRH, or CC INT, or involves RTC, CSI, LRH or CC INT, or any of their agents in public litigation, this license is subject to cancellation.

9. Registrations and Recordings

Upon the request of RTC, CELEBRITY CENTRE shall execute and deliver to RTC any license agreements, registered user agreements, and other documents that RTC deems necessary or desirable for the purpose of registering or recording this Agreement or the rights of either party under this Agreement, in any country on this planet. CELEBRITY CENTRE shall assign to RTC or cancel (at RTC's option), any registrations or agreements of CELEBRITY CENTRE that are in conflict with RTC's ownership of any of the Marks or registrations.

10. Lack of Agency

Neither party shall be deemed to be the agent, joint venturer, or partner of the other, or of LRH or RTC, and neither shall have the authority to act in behalf of the other or for RTC or LRH 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.

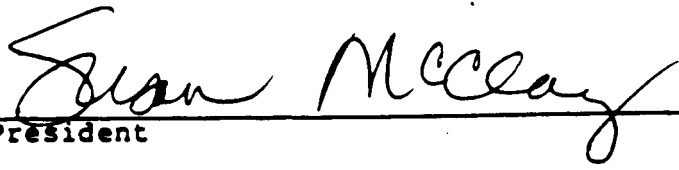
12. Assignability and Binding Effect

a. This Agreement is personal to CELEBRITY CENTRE, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by CELEBRITY CENTRE, in whole or in part, without the prior written approval of CC INT. In the event of any attempted assignment or transfer by CELEBRITY CENTRE of its rights under this Agreement, whether voluntary or involuntary, all rights of CELEBRITY CENTRE 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 CC INT.

CHURCH OF SCIENTOLOGY CELEBRITY CENTRE INTERNATIONAL

By

  
\_\_\_\_\_  
Its President

By *Guy Duro*  
Its Secretary

Church of Scientology Celebrity Centre Dallas  
Name of CELEBRITY CENTRE

By *M. Blawan*  
Its President

By *Miranda Thelict*  
Its Secretary

APPROVAL  
CHURCH OF SCIENTOLOGY INTERNATIONAL  
By *Nicholas F. McNaughton*  
Its Secretary

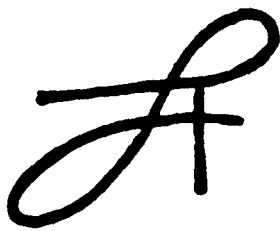
## TRADEMARKS

(word marks)

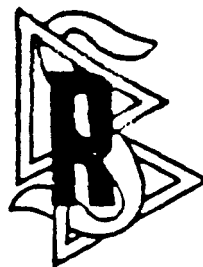
L. RON HUBBARD  
STANDARD DIANETICS  
SCIENTOLOGY  
DIANETICS  
HASI  
COMMUNICATION MAGAZINE  
HUBBARD  
SUNSHINE RUNDOWN  
ARC STRAIGHTWIRE  
HAPPINESS RUNDOWN  
NED  
DIANETIK  
LRH  
APPLIED PHILOSOPHY  
HCO  
HRD  
E-METER  
CELEBIRTY CENTRE  
SCIENTOLOGI  
LA SCIENTOLOGIE  
LA DIANETIQUE  
DIANETICS (IN GREEK)  
SCIENTOLOGY (IN GREEK)  
DIANETICA  
OYOTETSUGAKU (APPLIED PHILOSOPHY)  
DIANETIKA  
DIANETIKK  
SCIENTOLOGIE  
DIANETIQUE  
CIENCILOGIA  
ABILITY  
DIA-NETICS  
LRH SCIENTOLOGY  
MSH SCIENTOLOGY  
CIENTOLOGIA  
SCIENTOLOGY (IN HEBREW)  
DIANETICS (IN HEBREW)  
CENTRO DE CELEBRIDADES  
SCIENTOLOGY (IN URDU)  
UNDERSTANDING  
DIANETICS (PUNJABI)  
SCIENTOLOGY (PUNJABI)  
SCIENTOLOGIA  
THE BRIDGE  
DIANETICS (IN URDU)  
METHOD ONE  
DIANETICS (IN HINDI)  
SCIENTOLOGY (IN HINDI)  
HCO SCIENTOLOGY  
SCIENTOLOGY E-METER  
STUDENT HAT



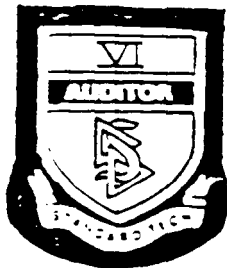
OEC  
SOURCE  
ADVANCE!  
CENTRE  
CELEBRITY  
THE AUDITOR  
REALITY  
HQS  
CAUSE  
SCIENTOLOGY (IN CHINESE)  
DIANETICS (IN CHINESE)  
SCIENTOLOGY (IN KOREAN)  
DIANETICS (IN KOREAN)  
SCIENTOLOGY (IN ARABIC)  
DIANETICS (IN ARABIC)  
OT  
FALSE PURPOSE RUNDOWN  
ARC STRAIGHTWIRE (IN KATAKANA)  
THE BRIDGE (IN KATAKANA)  
SUNSHINE RUNDOWN (IN KATAKANA)  
NED (IN KATAKANA)  
HUBBARD (IN KATAKANA)  
HAPPINESS RUNDOWN (IN KATAKANA)  
SCIENTOLOGY (IN KATAKANA)  
DIANETICS (IN KATAKANA)  
SCIENTOLOGI  
BOOK ONE  
BOOK 1  
LIFE REPAIR  
GRADE 0  
GRADE I  
GRADE II  
GRADE III  
GRADE IV  
SOLO AUDITOR  
ACADEMY LEVELS  
SCIENTOLOGIST



LRE DEVICE



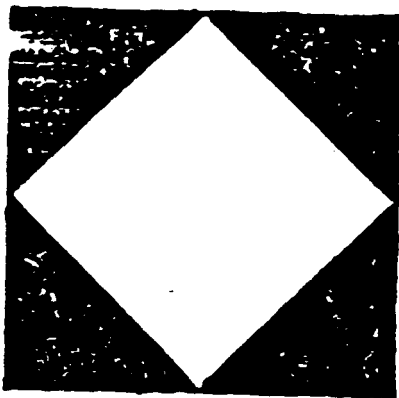
RELEASE PIN



CLASS VI BADGE



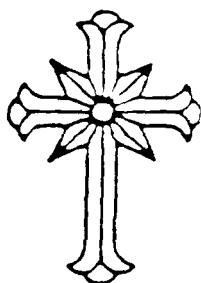
ECO/HASI BADGE



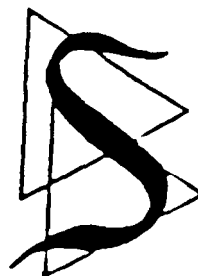
BASIC STUDY MANUAL SYMBOL



ECO BADGE



SCIENTOLOGY CROSS (POINTED)



SCIENTOLOGY SYMBOL



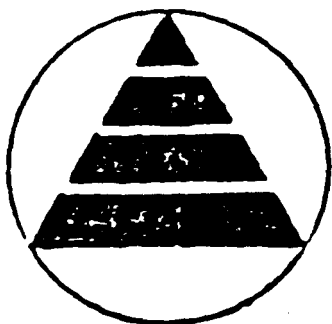
SEA ORGANIZATION

SEA ORG SYMBOL  
WITH SEA ORGANIZATION



DIANETICS

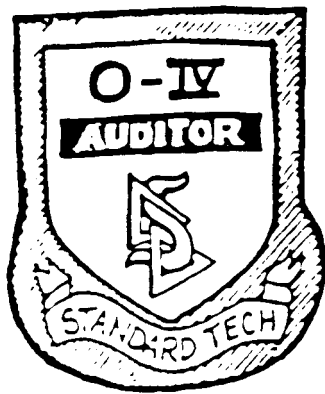
DIANETICS SYMBOL  
WITH DIANETICS



DIANETICS SYMBOL  
IN A CIRCLE DEVICE



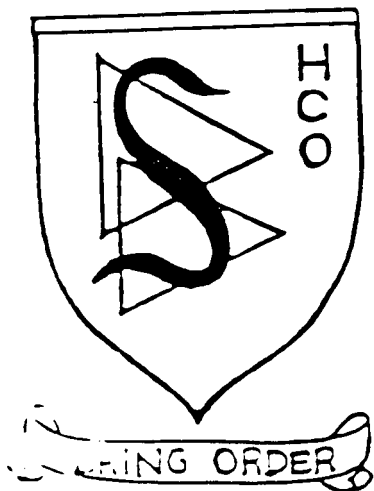
MARK VI SYMBOL



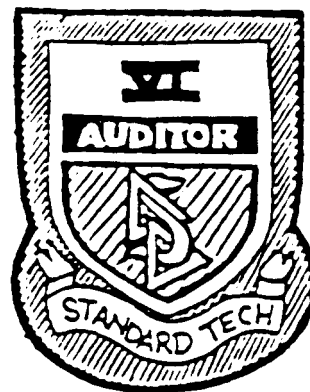
CLASS IV BADGE



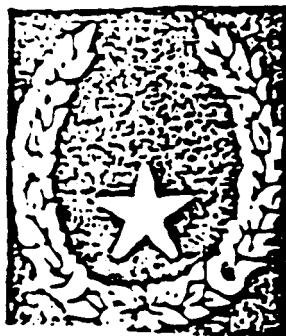
SCIENTOLOGY SYMBOL



HCO BADGE



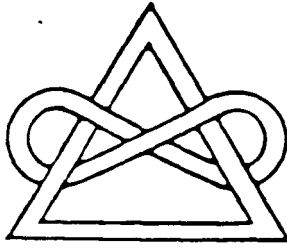
CLASS VI BADGE



STAR AND WREATH SYMBOL

A handwritten signature in cursive script, appearing to read "L. Ron Hubbard".

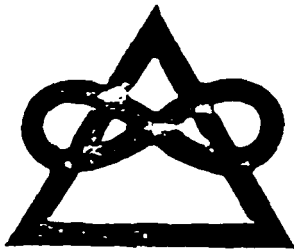
L. RON HUBBARD SIGNATURE



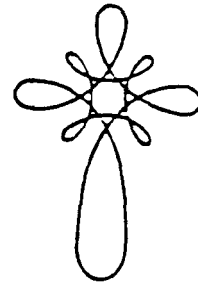
DISTRIBUTION DIVISION SIX BADGE



E-METER SYMBOL



DISTRIBUTION DIVISION SIX BADGE



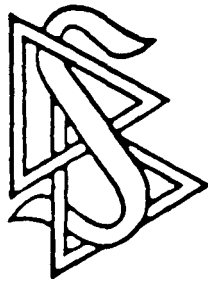
SCIENTOLOGY CROSS (ROUNDED)



CAR BADGE



CLASS 0-IV BADGE



SCIENTOLOGY SYMBOL



HUBBARD KEY TO LIFE SYMBOL



SEA ORG SYMBOL



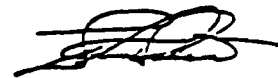
SCIENTOLOGY

SCIENTOLOGY SYMBOL  
WITH SCIENTOLOGY

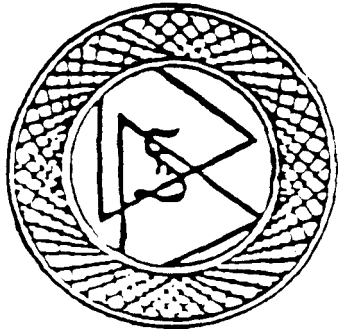
DIANETICS



DIANETICS WITH SEA ORG SYMBOL



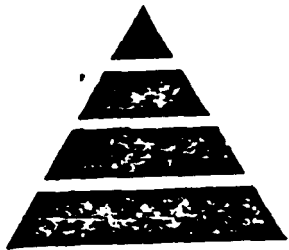
L. RON HUBBARD SIGNATURE



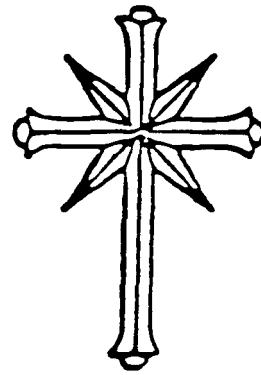
S & R DESIGN



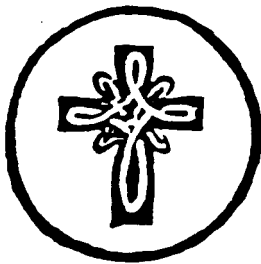
DIANETICS SYMBOL WITH DIANETIK



DIANETICS SYMBOL



SCIENTOLOGY CROSS (POINTED)



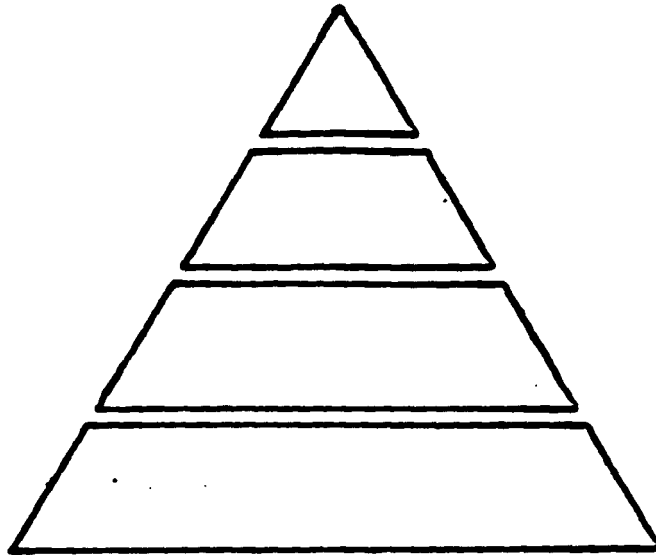
THE MINISTER'S MEDALLION AND PIN



SCIENTOLOGY

SCIENTOLOGY CROSS (POINTED)

WITH SCIENTOLOGY



OPEN DIANETICS TRIANGLE



CL 4 ORG SYMBOL

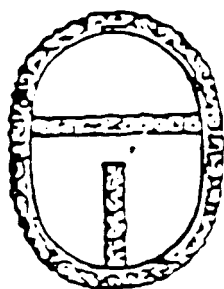




CAR BADGE "S"



SEAGULL SYMBOL



OT SYMBOL IN WREATH



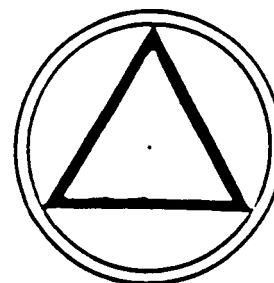
PROFESSIONAL TR'S COURSE SYMBOL



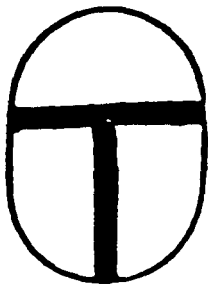
PROFESSIONAL TR'S COURSE SYMBOL



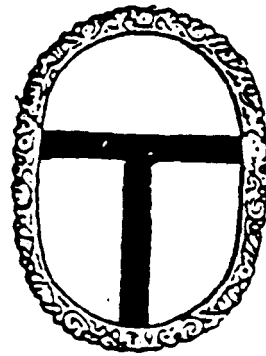
SOLO AUDITOR PIN



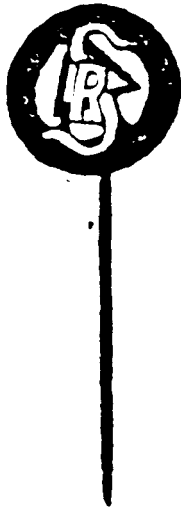
NEW WORLD CORP LOGO



OT SYMBOL



OT SYMBOL IN WREATH



RELEASE PIN



SEA ORG SYMBOL



E-METER SYMBOL



OT SYMBOL

DISCLAIMER  
(With Waiver)

1. The undersigned hereby acknowledges that:

a. The writings of L. RON HUBBARD ("LRH") are a record of observation and research by him into the nature of the human mind and spirit. These writings contain a spiritual and religious guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither LRH nor any of the organizations which espouse, present, propagate or practice the religion of Scientology, or SCIENTOLOGY applied religious philosophy, or DIANETICS spiritual healing technology, makes any claim that the nature or purpose of the religion of Scientology, or of SCIENTOLOGY applied religious philosophy, or of DIANETICS spiritual healing technology, or the writings of LRH, exceed this description or that the application of any of them will have any particular effect on any particular person.

b. The undersigned relies solely on the single organization specifically involved, without the participation of any other person or entity, for the ethical and proper delivery of the religion of Scientology, SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

2. The undersigned hereby waives any claim against LRH, all other organizations, and the agents, employees, representatives, predecessors, successors, assigns, and affiliates of all of them, which is inconsistent with the preceding paragraphs, and will hold them harmless from any related or resulting cost or liability, including attorneys fees.

DATED: \_\_\_\_\_

EXHIBIT B