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LICENSES AGREEMENT-IGN/DFI

THIS AGREEMENT is made this 3rd day of December, 1991, by and between:

INSPECTOR GENERAL NETWORK, a California non-profit corporation having a place of business at 1710 Ivar Avenue, Los Angeles, California 90028 (hereinafter referred to as "IGN"); and

DIANETICS FOUNDATION INTERNATIONAL, a California non-profit corporation, having a place of business at 6331 Hollywood Blvd., Los Angeles, California, Suite 801, 90028 (hereinafter referred to as "DFI").

Recitals

A. IGN has as its principal purposes the teaching and dissemination of applied philosophy and spiritual technology in accordance with the writings and recorded spoken words of the noted philosopher L. Ron Hubbard (hereinafter "LRH"), and the maintenance of the purity and ethical use of that philosophy and technology (which hereinafter are referred to as "Hubbard Philosophy and Technology").

B. IGN is the owner of the service marks and trademarks associated with the Hubbard Philosophy and Technology, with all of the rights and responsibilities that are incident to and required under applicable laws relating to ownership in order to maintain their validity, to protect the exclusivity or their use by authorized organizations, 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 LRH, whose writings and recorded spoken words with respect to Hubbard Philosophy and Technology and the organizations and local groups formed for the purposes thereof hereinafter are referred to as "the Hubbard Writings".

C. Among the marks owned by IGN are certain service marks and trademarks formerly owned by LRH and pertaining to the Hubbard Philosophy and Technology, including DIANETICS for spiritual technology, SCIENTOLOGY for applied philosophy, and organizations and operations related thereto, including the name, initials and parts of the name of LRH, and the goodwill associated with these marks. The marks owned by IGN and subject to this Agreement are collectively identified as "the Marks", and are identified in the list attached hereto as Exhibit A.

D. IGN is the owner of registrations and pending applications for registrations of the Marks in many countries of this planet. The countries in which IGN owns rights in the Marks are indicated in the list attached hereto as Exhibit B.

E. IGN may acquire other marks pertaining to Hubbard Philosophy and Technology and organizations and operations relating thereto, and may acquire rights in corresponding marks in other countries, which marks and countries will be added to the Marks and countries that are subject to this Agreement.

F. IGN's ownership of the Marks is subject to the right of the successor of LRH, presently the Trustee of Authors Family Trust, conducting his affairs as L. Ron Hubbard Library ("the Trustee") to supply approved products and to license and contract with others to supply approved products relating to Hubbard Philosophy and Technology and organizations and local groups formed for the advancement thereof and bearing or embodying the assigned marks, with the approval of IGN.

G. DFI is organized to operate exclusively for the betterment of mankind through the organizations and local centers that are formed for the advancement and

dissemination of the Hubbard Philosophy and Technology in accordance with the Hubbard Writings.

H. IGN and DFI wish to enter into a formal agreement defining the rights and responsibilities of each of them with respect to the Marks, their use, and the rights and responsibilities with respect to the supervision and control of the Marks as used by DFI and related organizations and local centers that are organized for the purpose of the advancement and dissemination of the Hubbard Philosophy and Technology under the supervision and control of DFI.

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. IGN grants to DFI the right and license to use each and all of the Marks in connection with services pertaining to the Hubbard Philosophy and Technology rendered by DFI in all countries of this planet where IGN has or acquires rights in the Marks. This grant is subject to the retained right of IGN to use the Marks, and the right of the Trustee to use the name of LRH and to supply, and to license others to supply, approved products.

b. This grant extends to all of the organizations

and local centers formed for the purposes of the advancement and dissemination of the Hubbard Philosophy and Technology in accordance with the Hubbard Writings that are under, and submit to, the supervision and control of DFI and who expressly agree and covenant to respect and abide by the terms and conditions of this grant, including recognition and acceptance of IGN as the owner and protector of the Marks, with the rights and responsibilities that accompany ownership.

c. Except as expressly permitted by Paragraph 1b, this grant does not include the right to authorize others to use, or to license the use of, the Marks by other entities of any kind, and the granting of further licenses by related organizations of DFI is expressly prohibited. DFI may, however, with approval of IGN, authorize management organizations among its related organizations and local centers, under the ultimate supervision and control of IGN and DFI, and specifically may authorize Dianetics Centers International, a California corporation, to supervise the use of the Marks by related local centers pursuant to the terms and conditions of this Agreement.

d. This grant to DFI and its related organizations and local centers is limited to use of the Marks in connection with services. The right to sell, and the right to license others to sell, products embodying or bearing the

Marks, including books and other publications, are expressly excluded from this grant, except that DFI and its related organizations and local centers may sell such products obtained by or through licensees of the Trustee or another authorized source.

2. Consideration And Expense Reimbursement.

a. The only consideration required of DFI and this related organizations and local centers for the grant herein made by IGN 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 promise to actively use the Marks in advancing and disseminating the Hubbard Philosophy and Technology in accordance with the Hubbard Writings, and to promote and protect the Hubbard Philosophy and Technology and the image of LRH, as the Founder, under and in connection with the Marks.

b. DFI shall be responsible for all costs and expenses relating to the policing, administration, protection (including registration), maintenance and enforcement of the Marks. DFI shall pay these costs and expenses directly, where appropriate, and when IGN itself pays any of these costs or expenses, DFI shall reimburse IGN for all payments it makes for these purposes, including a fair share of reasonable overhead costs and expenses of IGN

based upon the proportion of IGN's activities attributable to 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 Hubbard Writings, as they exist upon the effective date of this Agreement.

b. IGN shall have the right to prescribe standards, specifications and guidelines for the proper use and display of the Marks, and DFI shall insure that all of its employees and related organizations and local centers shall follow and abide by all such standards, specifications and guidelines. IGN has reviewed, and found acceptable, all of those standards, specifications and guidelines presently in use by DFI and its related organizations and local centers, and these shall remain in effect until changed by DFI with the approval of IGN.

c. DFI and its related organizations and local centers using the Marks shall not engage in any activity that is in conflict with or hostile to the Hubbard Writings, or hostile to or derogatory to the image of 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 Hubbard Philosophy and Technology, or the approved services or SCIENTOLOGY applied philosophy and DIANETICS spiritual technology.

d. IGN shall have the right to monitor all operations of DFI and its related organizations and local centers, 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. In the event of any deviation by DFI or any related organization or local center, DFI shall take corrective action immediately after receipt of notification from IGN, and shall insure that the deviation is promptly corrected.

e. IGN may, if it ever deems it necessary or advisable, send a corrective mission to any organization or local center authorized to use the Marks to correct any deviation from the standards, specifications or guidelines of this Agreement, and DFI shall reimburse IGN for all 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 IGN for corrective mission.

4. Authorization of DFI Organizations and Centers

It is the intent of the parties that DFI will act as the principal contact and supervising authority with all

of its related organizations and local centers of the Hubbard Philosophy and Technology on this planet where IGN owns the Marks, with respect to the use of the Marks under this Agreement. In addition to the standards that have been stated, the minimum requirements of any organization to be qualified to use the Marks as a related organization or local center of DFI shall include:

- a. Establishment of an organization for the advancement and dissemination of the Hubbard Philosophy and Technology, pursuant to the Hubbard Writings;
- b. Maintenance of sufficient trained staff to effectively serve all of its members;
- c. Proper and effective display of the Marks and symbols of the Hubbard Philosophy and Technology, to enhance and preserve the image of Hubbard Philosophy and Technology as a philosophy, including display of a charter of certificate supplied by DFI and approved by IGN;
- d. Rendering of services in accordance with the Hubbard Philosophy and Technology to executives, staff and members, and publication and distribution of literature and other aids to propagate and disseminate the Hubbard Philosophy and Technology;
- d. Subject to local laws, satisfaction of all requirements for tax exempt status as a non-profit

charitable organization, where appropriate; and

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

5. Enforcement.

a. IGN and DFI shall cooperate in the enforcement of rights under the Marks against any unauthorized or improper use, and shall join as co-plaintiffs in any legal action that may be taken. DFI shall require its related organizations and local centers to report all unauthorized or improper use that comes to their attention, and to render all assistance that may be required in correcting or terminating such use.

b. As owner, IGN shall be the final authority with respect to decisions regarding protection of the Marks, and the costs and expenses of IGN in this respect shall be reimbursable by DFI under Paragraph 2b of this Agreement. As the highest authority in the hierarchy of the Hubbard Philosophy and Technology, IGN shall have the primary responsibility for actions taken against unauthorized or improper use, with the cooperation and assistance of DFI and its related organizations and local centers as may be needed.

6. Indemnity and Disclaimer

a. DFI acknowledges its full responsibility, and

the full responsibility of its related organizations and local centers who use the Marks, 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 related organizations for local centers will make any claim against IGN, the Trustee, or any person or organization associated with IGN or the Trustee. DFI shall indemnify and hold harmless, IGN, the Trustee, 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, or relate to or arise from any of the services or products associated with the Marks. All such claims shall be defended at the expense of DFI through legal counsel acceptable to IGN.

b. The Hubbard Writings 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 practical medical arts or sciences. Neither IGN nor the Trustee makes any claim that the nature or purposes of the Hubbard Writings exceeds this description or that the Hubbard Writings will have any

particular effect on any particular individual.

c. DFI hereby acknowledges and agrees to the disclaimer of the preceding paragraph, and shall require from all of its related organizations and local centers that are authorized to use the Marks an acknowledgement of this disclaimer and a waiver of any claim inconsistent with this disclaimer.

d. DFI and its related organizations and local centers shall require all individuals who receive training or counselling services under the Marks to sign a disclaimer in a form to be prescribed by IGN.

7. Names And Ownership

DFI and its related organizations and local centers may make appropriate use of the Marks in their names, but acknowledge and agree that:

a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and they have no rights of any kind with respect to any of the Marks except in accordance with this Agreement;

b. The Marks shall not become part of the assets of DFI or any of its related organizations or local centers, and all of their use of any of the Marks, in their names and otherwise, is and shall be pursuant to this Agreement alone,

and shall support the ownership of the Marks by IGN with the same effect as if IGN had itself made that use; and

c. If this Agreement ever is terminated for any reason, as to any organization or local center that uses any of the Marks pursuant to this Agreement, that organizations or local center 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 that organization or local center is reinstated hereunder, and shall take a voluntary action to change and de-register any name containing any of the Marks if requested by IGN to do so.

8. Term, Arbitration and Termination.

a. This Agreement shall be perpetual in term, and shall be terminable by IGN only for cause as to any organization or local center that is authorized hereunder to use the Marks, and only after arbitration as provided herein has determined that no other effective alternative is available, except as provided in subparagraph 8d. At its own discretion, however, IGN may immediately suspend the right of any organization to use any of the Marks pending arbitration, if that organization 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. As a condition of this license, DFI agrees that

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 under the Hubbard Philosophy and Technology, a member of the Sea Org, and well versed in the materials, in particular those Hubbard Writings pertaining to ethics and justice. The decision of the arbitrator or arbitrators shall be final. Arbitration shall not be required with respect to any matter in connection with which injunctive relief or specific performance is sought by all or any of the parties hereto.

c. IGN and DFI, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from the organizations and local centers that are authorized to use the Marks under this Agreement, in amounts that are commensurate with the circumstances.

d. If any organization or local center that is authorized to use the Marks pursuant to this Agreement falls into hostile hands or engages in or condones propaganda against the Marks, the Hubbard Philosophy and Technology, or

the image of LRH, or conducts itself in such a way as to endanger the name or repute of IGN, DFI or the image of LRH, or involves IGN, DFI or the Trustee, or any of their agents, in public litigation, or refuse to abide by a decision in arbitration pursuant to subparagraph 8b, this license is subject to cancellation.

9. Registrations and Recordings.

Upon the request of IGN, DFI shall execute and deliver to IGN any license agreements, registered user agreements, and other documents that IGN deems necessary or desirable for the purpose of registering or recording this Agreement, in any country on this planet. DFI shall assign to IGN or cancel (at IGN's option) any registrations or agreements of DFI or any of its related organizations or local centers that are in conflict with IGN'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, 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 DFI and its related organizations and local centers, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by DFI or its related organizations or local centers, in whole or in part, without the prior written approval of IGN. In the event of any attempted assignment or transfer by DFI of its rights under this Agreement, whether voluntary or involuntary, all rights of DFI with respect to the Marks shall immediately terminate, and IGN shall stand in the place of DFI with respect to use of the Marks by DFI's related organizations and local centers.

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

13. Notice.

Any notice required to be sent or given hereunder shall be sent by first-class mail, postage prepaid, return receipt requested, to IGN or DFI at the addresses given in the Preamble of this Agreement, which addresses may be changed by either of them by written notice to the other. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee four (4)

days after deposit in the mail, if all of the foregoing conditions of notice have been satisfied.

INSPECTOR GENERAL NETWORK

By Michael R. Futter
Its President

By Wessover
Its Secretary

DIANETICS FOUNDATION INTERNATIONAL

By [Signature]
Its Secretary

By [Signature]
Its Treasurer

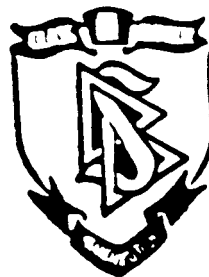
TRADEMARKS

ADVANCE!
ABILITY
ARC STRAIGHTWIRE
AUDITED NOTS
BOOK 1
CLEAR CERTAINTY RUNDOWN
CLEAR SOUND
DIANETICS
E-METER
EXPANDED DIANETICS
FALSE PURPOSE RUNDOWN
FLAG
FLAG LAND BASE
FLAG OT EXECUTIVE RUNDOWN
FREEWINDS
HAPPINESS RUNDOWN
HCO
HUBBARD
KEY TO LIFE
L. RON HUBBARD
LIFE IMPROVEMENT
LIFE ORIENTATION
LRH
MARK SUPER VII
METHOD ONE
NED
NEW ERA DIANETICS
NEW LIFE RUNDOWN
NEW VITALITY RUNDOWN
NOTS
OCA
OT
OXFORD CAPACITY ANALYSIS
POWER
POWER PLUS
PURIFICATION
PURIFICATION RUNDOWN
REALITY
SAINT HILL
SCIENTOLOGIST
SCIENTOLOGY
SCIENTOMETRIC
SOLO NOTS
SOURCE
STUDENT HAT
SUNSHINE RUNDOWN
SUPER POWER
THE AUDITOR
THE BRIDGE
UNDERSTANDING

NOTE: This includes all approved translations and transliterations of the above word marks.



CLASS V ORG CORPORATE LOGO



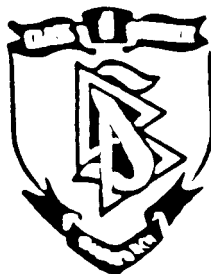
CLASS III AUDITOR SYMBOL



CLASS 0 AUDITOR SYMBOL



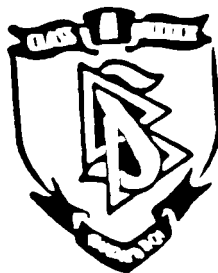
CLASS IV AUDITOR SYMBOL



CLASS I AUDITOR SYMBOL



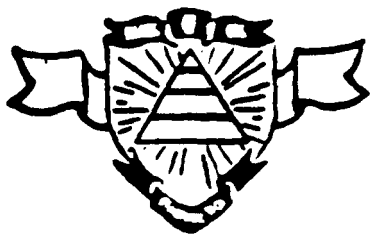
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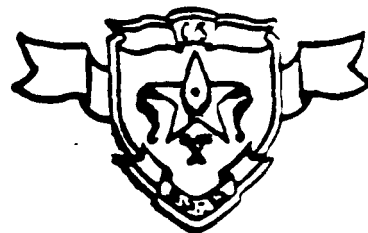
CLASS II AUDITOR SYMBOL



CLASS V GRADUATE AUDITOR SYMBOL



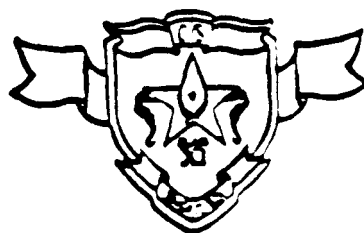
CLASS V C/S SYMBOL



CLASS X C/S SYMBOL



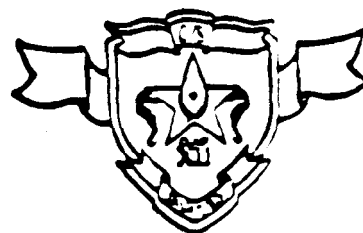
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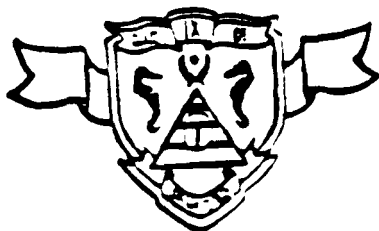
CLASS XI C/S SYMBOL



CLASS VIII C/S SYMBOL



CLASS XII C/S SYMBOL



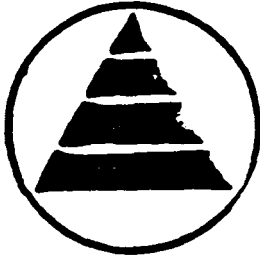
CLASS IX C/S SYMBOL



DIANETICS SYMBOL



ECO BADGE



DIANETICS SYMBOL WITH CIRCLE



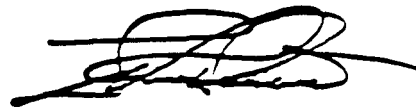
HUBBARD KEY TO LIFE SYMBOL



DIVISION 6 BADGE



**HUBBARD LIFE ORIENTATION SYMBOL
HAT IN LIFE**



L. RON HUBBARD SIGNATURE



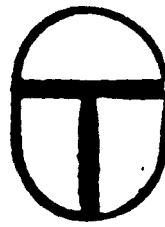
FAST FLOW STUDENT SYMBOL



LEE DEVICE



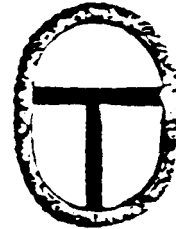
MARK SUPER VII LOGO



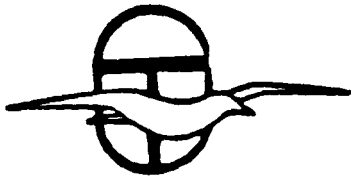
OT SYMBOL



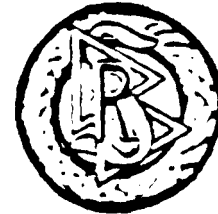
"ROH" SIGNATURE



OT SYMBOL IN WREATH



SOLO NOTS SYMBOL



POWER PIN DESIGN



PROFESSIONAL ER'S SYMBOL

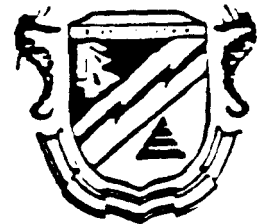
PURIFICATION



PURIFICATION
Rundown

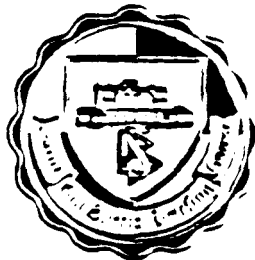
SCIENTOLOGY SYMBOL

STYLIZED PURIFICATION &
PURIFICATION RUNDOWN LOGOS



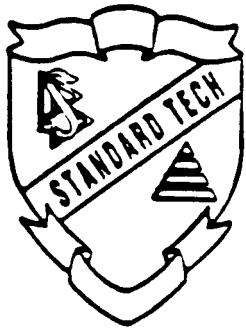
RELEASE PIN DESIGN

STANDARD ADMIN BADGE (S.O.)

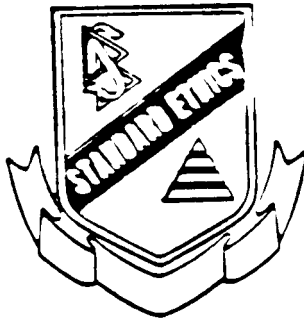


SAINT HILL SPECIAL BRIEFING COURSE
SYMBOL

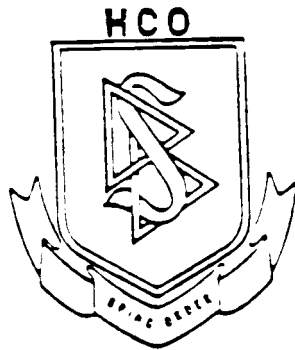
SEA ORG SYMBOL



STANDARD TECH SYMBOL



STANDARD ETHICS SYMBOL



"BRING ORDER" BADGE

LIST OF COUNTRIES

AFGANISTAN
ALBANIA
ALGERIA
BAHRAIN
BULGARIA
CHINA
CUBA
EGYPT
IRAN
IRAQ
JORDAN
KOREA, NORTH
KUWAIT
LIBYA
MEXICO
MONGOLIA
MOROCCO
NICARAGUA
OMAN
PAKISTAN
QATAR
RAS-AL-KHAIMAH
ROMANIA
SAUDI ARABIA
SOMALIA
SUDAN
SYRIA
TUNISIA
UNTIED ARAB EMIRATES
USSR
VIETNAM
YEMAN, NORTH
YEMAN, SOUTH