



TRADE MARK LICENCE AGREEMENT

(last revised 26 February, 2009)

THIS LICENCE AGREEMENT is made on _____
BETWEEN:

(1) DAVID A. GORMAN (the "**Licensor**"); and

(2) _____ (the "**Licensee**").

WHEREAS:

- (A) The Licensor is the owner of the trade marks listed in Schedule 1 (hereinafter "the Trade Marks").
- (B) The Licensee being certificated as eligible to become a LearningMethods teacher desires to teach and market the LearningMethods and Patterns of Being work (hereinafter "the Work") under the Trade Marks and the Licensor has agreed to permit the Licensee to do so on the terms set out in this agreement.

IN CONSIDERATION of the respective rights, duties and obligations hereby conferred and accepted and intending to be legally bound the parties agree as follows:

- 1. The Licensor hereby grants authority to the Licensee to the non-exclusive use of the Trade Marks anywhere in the world (hereinafter "the Territory") upon or in relation to the Work provided by the Licensee.
- 2. The Licensee undertakes:
 - 2.1 to use the Trade Marks in relation only to the Work including any use of the Trade Marks in the name of any Internet web domain or address owned by Licensee;
 - 2.2 to use the Trade Marks in relation to the Work in strict accordance with the reasonable standards of quality, specifications, directions and information given by the Licensor from time to time;
 - 2.3 to not change the proportions of any of the graphic logos nor the colour scheme of the colour version of the LearningMethods graphic logo though the colour or tint of the monotone graphic logos may changed;
 - 2.5 to permit the Licensor or its authorised representative at all reasonable times to witness the Licensee's teaching of the Work either in an in-person format or by audio and/or video recording with the format for witnessing the teaching being decided by Licensor;
 - 2.6 when called upon by the Licensor to do so to submit samples of any Internet web site or promotional or marketing material about the Work for the inspection of the Licensor.
- 3. If the Work does not in the opinion of the Licensor conform in any respect with the requirements of the Licensor given under Clause 2 the Licensor shall so inform the Licensee and the Licensee shall not thereafter use the Trade Marks in relation to the Work so failing to conform.
- 4. In any use of the Trade Marks in relation to the Work including on packaging or Internet web addresses or Internet web sites and in any advertising or other promotional material the Licensee shall acknowledge the Trade Marks as being trade marks of the Licensor.
- 5. It is hereby acknowledged that all goodwill in the business of the Work pertaining to the Trade Marks and which shall have accrued only by reason of the use of the Trade Marks by the Licensee shall be deemed to be the absolute property of the Licensor and the Licensee shall at the request and expense of the Licensor do all such acts and things (including the execution of any documents) necessary to perfect the title of the Licensor to such goodwill.

6. It is hereby acknowledged that the Licensor or its authorised representative has the sole authority to train and grant certification to teachers of the Work and Licensee shall neither attempt to train any individuals as teachers of the Work nor claim in any way to be a trainer of teachers of the Work.
7. This Agreement shall continue in force from the date of this Agreement until the next February 1st and then for a further period of two years and shall be renewable for further two year periods until or unless terminated by the Licensor by giving 30 days notice in writing to that effect to the Licensee and upon such termination the Licensee will not thereafter make any use of the Trade Marks and shall consent to cancellation of any recordal of this Licence and shall execute any documents necessary for that purpose.
8. In consideration for the rights granted under clause 1 the Licensee shall pay to the Proprietor Licensor an annual fee (hereinafter “the Licence Fee”) the amount of which shall be set each year by the Licensor and be payable as follows:
 - 8.1 the first payment is due on the date of this Agreement as that fraction of the Licence Fee calculated to the nearest day proportional to how much of the year is remaining before the next February 1st,
 - 8.2 followed by two subsequent payments due at yearly intervals on February 1st to cover the remaining years of the present term of the Licence. At the discretion of the Licensor there may be an additional penalty fee for late payment.
9. The Licence shall also be terminated on the January 31st following the last payment of the annual Licence Fee if the Licensee:
 - 9.1 has given written notice to the Licensor at any point prior to this date of his or her intention to not renew the Licence or;
 - 9.2 has not paid the annual Licence Fee within 30 days after the February 1st due date andupon such termination the Licensee will not thereafter make any use of the Trade Marks and shall consent to cancellation of any recordal of this Licence and shall execute any documents necessary for that purpose.
10. If this Agreement lapses for any reason and the Licensee wishes to reinstate it a new Licence may be issued at the discretion of the Licensor. As a precondition to reinstating the Licence the Licensor or its authorised representative may demand to witness the Licensee's teaching of the Work as set out under Clause 2.3 of this Agreement. Any such new Licence shall begin with a two year term commencing the previous February 1st with the first year fee of the reinstated Licence being equal to the current annual Licence Fee in force at that time.
11. Licensor may change the terms of this Agreement and any changes will take effect on the next February 1st and be binding on all current Licensees. A copy of the current Agreement in force will be sent to all Licensees one month before the renewal date with their reminder to renew. A copy can also be viewed and printed at any time at: www.learningmethods.com/Licences.htm.
12. This Agreement shall be governed by and construed in accordance with the Laws of England and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written

1. _____
for and on behalf of the Licensor in the presence of

Witness Signature

Witness name printed

2. _____
for and on behalf of the Licensee in the presence of

Witness Signature

Witness name printed

SCHEDULE 1 — The Trade Marks (page 1 of 2)

(The marks, filing numbers, classes and descriptions of goods/services are subject to additions and/or change)

CLASSES **009, 041**

**GOODS /
SERVICES**

Class 009: Downloadable electronic publications in the nature of e-books, audio and video recordings in the field of human anatomy/physiology, and how to solve chronic problems (tension, pain, stress, anxiety, conflict, etc.); Electronic publications, namely, e-books, audio and video recordings featuring human anatomy/physiology, and how to solve chronic problems (tension, pain, stress, anxiety, conflict, etc.) recorded on computer media.

Class 041: Education services, namely, providing classes, seminars, workshops in the fields of human anatomy/physiology, and how to solve chronic problems (tension, pain, stress, anxiety, conflict, etc.); Providing on-line publications in the nature of Internet web pages and streaming audio & video media in the field of human anatomy/physiology, and how to solve chronic problems (tension, pain, stress, anxiety, conflict, etc.); Publication of texts, books, magazines and other printed matter.

FILING Nos.

USA: No. 77084246

UK: No. 2204058

MARK

Word mark: (in any typeface):

LearningMethods

OTHER MARKS (same classes as above)

**Logos for
LearningMethods:**



(in colour)
(you must use these colours
or as close to them as possible)



(in greyscale or black & white)
(monotone colour or tint
may be changed)

Word mark: (in any typeface):

Patterns of Being

**Logos for
LearningMethods:**



(in colour)
(you must use these colours
or as close to them as possible)

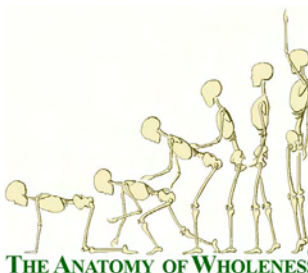


(in greyscale or black & white)
(monotone colour or tint
may be changed)

Word mark: (in any typeface):
(this is a trademark co-licenced
with Babette Lightner)

Anatomy of Wholeness

**Logos for
Patterns of Being
combined with the
Anatomy of
Wholeness name:**



(in colour)
(you must use these colours
or as close to them as possible)



(in greyscale or black & white)
(monotone colour or tint
may be changed)