

Trademark License Agreement

THIS TRADEMARK LICENSE AGREEMENT (the “Agreement”) dated this 10th day of April, 2022 BETWEEN:

Gemini Media Co, LLC, of Cincinnati, Ohio
(the ‘Licensor’)

AND

Raymond Walters, LLC, of Blue Ash, Ohio
(the ‘Licensee’)

RECITALS

- A. Licensor is owner of the trademark GEMINI MEDIA CO in word form and in all style and design variations used to date by Licensor or its authorized licensees (the ‘Mark’); and
- B. Licensee desires the right to use the Mark in the Licensed Territory on or in connection with its business operations for the term provided for in the Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties of this agreement agree as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee a nontransferable, non-assignable, non-divisible, and exclusive license, without the right to grant sublicenses, to use the GEMINI MEDIA CO Marks, solely in the Territory and solely on or in connection with the manufacture, advertising, promotion, sale, offering for sale, and distribution of Licensed Products and related promotional and packaging material during the Contract Term of this Agreement or until this Agreement is sooner terminated as hereinafter set forth.

2. COMPENSATION

Licensee shall pay to GEMINI MEDIA CO on a fiscal quarterly basis a royalty of \$5 per Licensed Product sold based on Net Sales by Licensee within the Territory for Licensed Trademarks, provided that Licensee shall pay GEMINI MEDIA CO a minimum quarterly royalty of \$1,500

3. INDEMNIFICATION BY LICENSEE AND PRODUCT LIABILITY INSURANCE

Licensee agrees that it will obtain as of the Closing, at its own expense, Product Liability Insurance from a recognized insurance company which is qualified to do business in the State of Ohio, providing adequate protection (in the minimum amount of one hundred thousand dollars

(\$100,000) per occurrence) for GEMINI MEDIA CO (as well as Licensee) against any product liability claims related to the Products.

4. QUALITY CONTROL

GEMINI MEDIA CO acknowledges that the Products currently manufactured by RAYMOND WALTERS meets its high standards for quality. Licensee acknowledges that if the Products it manufactures after the Closing were to be of inferior quality in design, material or workmanship, the substantial goodwill that GEMINI MEDIA CO has built up and now possesses in the Trademarks would be impaired.

Licensor shall have the right in its sole and reasonable discretion to approve or disapprove in advance of sale the general design, quality, style, colors, appearance, material and workmanship of all Licensed Products, and to approve or disapprove in advance any brands, endorsements, trademarks, service marks, trade names, designs and logotypes, (whether included in the GEMINI MEDIA CO Marks or not) used in connection with Licensed Products. Licensee shall not show, distribute or sell any Licensed Product which has not been approved in advance by Licensor or which is, at any time, disapproved by Licensor in accordance with the terms of this Agreement. Licensor reserves the right to revoke approval of Licensed Products that were approved in previous seasons, however, Licensor agrees to that it will not do so unless Licensor reasonably concludes in its sole discretion that such Licensed Products no longer reflect the taste, style, or quality associated with the GEMINI MEDIA CO Marks. Such revocation of approval shall not apply to orders, current inventory and work in process which have been accepted by Licensee prior to its receipt of the notice. Licensee must provide to Licensor written verification of such prior orders, current inventory and work-in-process.

5. NO ALTERATION OF LICENSED MARKS.

The Licensed Marks must appear legibly, without alteration and in their complete forms, including with respect to style, positioning of letters, spelling, dimensions and relative size of the various elements of the Licensed Marks.

6. RETENTION OF OWNERSHIP

Licensee acknowledges that Licensor is the owner of all of the Licensed Trademarks, whether registered or unregistered. All trademarks subsequently adopted and used by Licensee under the provisions of this Agreement shall be deemed to be Licensed Trademarks and owned by Licensor (except as otherwise expressly provided in writing by Licensor). Licensee acknowledges that Licensor is entitled to all of the rights in and to the Licensed Trademarks, including the sole and exclusive right to register the Licensed Trademarks in the Licensed Territory and elsewhere throughout the world, and Licensee shall assist Licensor in so doing at Licensor's expense.

Licensee further agrees never to contest, deny or dispute the validity of any of the Licensed Trademarks or Licensor's title therein; agrees never, either directly or indirectly, or in any other way, to encourage or assist others in doing so; and agrees never to take any action of any kind inconsistent with Licensor's holding of all such trademark rights. Nothing in this Agreement shall confer upon Licensee a proprietary interest of any kind in and to any of the Licensed

Trademarks or any trademarks or trade names confusingly similar thereto. Any and all use of any of the Licensed Trademarks by Licensee shall inure to the benefit of Licensors.

7. TERM AND TERMINATION

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall end one calendar year after the Effective Date unless the Agreement is renewed by both parties.

Upon the expiration or termination of this Agreement, all of the rights of Licensee under this Agreement shall terminate and immediately revert to Licensors and Licensee shall immediately discontinue all use of the Trademarks at no cost whatsoever to Licensors, and Licensee shall immediately return to Licensors all material relating to the Trademarks including at no cost to Licensors.

8. INVENTORY UPON EXPIRATION

Promptly following expiration or termination of this Agreement, Licensee shall notify GEMINI MEDIA CO in writing detailing any inventory of Licensed Products remaining upon such expiration or termination (collectively, the "Remaining Inventory"). Licensee may sell-off ("Sell-Off") to third parties all or any portion of the Remaining Inventory. The period for such sell-off (the "Sell-Off Period") shall be the three (3) month period following the expiration or termination of this Agreement. Licensee's proposed sell-off arrangements will be subject to GEMINI MEDIA CO's prior written approval, and shall be subject to Licensee's payment of royalties at the percentage rate, and compliance with all other restrictions herein on the use of the Licensed Trademarks.

Upon expiration of the Sell-Off Period, such part of any Remaining Inventory that is not otherwise sold, up to a maximum of three months' supply based on the rolling 12 months', must be provided to GEMINI MEDIA CO free of charge or at GEMINI MEDIA CO'S sole option destroyed.

9. DISPUTES

Licensee and Licensors agree that, in the event that there is a disagreement, senior management of the parties will meet and negotiate in good faith in an attempt to resolve the dispute. In the event that the parties are unable to resolve the dispute within thirty (30) days from the date of written notice of disagreement, either party may submit the dispute to binding arbitration, which shall be conducted as follows: (i) the arbitration panel shall be composed of three arbitrators, one appointed by Licensee, one appointed by Licensors and one chosen by the arbitrators appointed by Licensors and Licensee, provided, however, the third arbitrator shall be an independent third party knowledgeable in media and clothing product sales and mutually satisfactory to Licensors and Licensee; (ii) the arbitrators, in conducting such arbitration, shall have access to all relevant documents and records of the parties; (iii) the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") in effect on the date such arbitration is commenced and shall be final and binding on the parties; and (iv) unless, otherwise agreed, all arbitration proceedings shall be

conducted in Cincinnati, Ohio in English. In the event a mutually satisfactory third arbitrator is not appointed within thirty (30) days of submission of a dispute to binding arbitration, appointment of the third arbitrator shall be as provided in the Rules, provided, however, that the third arbitrator so appointed shall be an independent third-party knowledgeable media and clothing product sales. Notwithstanding the foregoing, the arbitration panel shall have no power or authority to order the termination of the license or this Agreement for any reason whatsoever.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 10th day of April, 2022

A handwritten signature in black ink that reads "Bre Franco". The signature is written in a cursive style with a horizontal line underneath.

Bre Franco
Gemini Media Co, LLC

A handwritten signature in black ink that reads "Raymond Walters". The signature is written in a cursive style with a horizontal line underneath.

Raymond Walters
Raymond Walters, LLC