



SPINNING® LICENSE AGREEMENT

between

MAD DOGG ATHLETICS, INC

and

LICENSEE

Fax or mail a copy with signed original signature to:

**Mad Dogg Athletics
2111 Narcisus Ct.
Venice, CA 90291 USA
Fax: (310) 823-7408**

Keep one copy for your files.

SPINNING® LICENSE AGREEMENT

This Agreement is entered into as of _____, 2009, by and between Mad Dogg Athletics, Inc., a California corporation ("MDA"), 2111 Narcisus Court, Venice, California 90291, and _____, a _____

corporation/partnership ("Licensee"), whose address is _____

A. MDA owns all right, title, and interest in the trademarks SPINNING, SPIN, SPINNER, and the Spinning logo (collectively, the "Marks") attached hereto as Exhibit A and incorporated herein by reference. MDA is the creator of the exercise program known as "The Spinning® Program ("Program") which is used with the Spinner® stationary exercise bicycle or and branded Star Trac® Bike. All rights in the Spinning® Trademarks other than those specifically granted herein are reserved to MDA for its own use and benefit. Licensee shall not use any of the Marks in any other business, corporation or trade name, including, but not limited to, licensee's own business, facility, corporation or trade name.

B. Licensee operates a facility from which it seeks to offer the Program to its customers/members. The name and address of the Facility is _____

C. Subject to the terms and conditions of this Agreement Licensee desire to use and offer the Program as its exclusive group indoor cycling program at the Facility and seeks a non-exclusive license to use MDA's Marks in connection with the Program and in the promotional materials in support thereof (collectively "Intellectual Property").

ARTICLE 1. GRANT OF LICENSE

1.1 Grant

MDA grants to Licensee a non-exclusive license to use and offer the Program as its exclusive group indoor cycling program at the Facility, and to include the Marks in all marketing materials used to promote the Program. Licensee is not granted any right to use the Marks on any other products (i.e., t-shirts, towels, etc.) or for any services or for any other commercial exploitation other than the promotion of the Program without MDA's prior written consent in each instance. Licensee shall not assign, sublicense, or otherwise transfer this Agreement or the right to use the Intellectual Property to any other person or entity without the prior express written consent of MDA.

1.2 Term

This Agreement shall commence on the date it is signed by Licensee and shall continue unless it is terminated pursuant to Article 3 below.

1.3 Quality Control

(a) Licensee agrees to offer the Program under the supervision of a certified Spinning instructor trained by MDA and in accordance with the training guidelines set forth in the

instruction manual provided by MDA solely to Spinning instructors. Licensee agrees not to disclose the contents, reproduce, or distribute copies of the instruction manual to anyone except in the ordinary and intended use of such materials by Licensee's trained Program instructors. Licensee also agrees to use the following trademark on all material distributed or published containing the Intellectual Property.

(i) The SPIN®, SPINNING® and SPINNER® trademarks are owned by, and used under license from, Mad Dogg Athletics, Inc.

1.4 Licensee Operating From More Than One Location

If Licensee conducts business from a location other than the Facility and desires to offer the Program and use the Intellectual Property at another facility, Licensee shall first obtain MDA's prior written consent and shall then enter into a separate license agreement for the other facility.

1.5 Use of Spinning Marks and Spinning Bikes

Licensee agrees to use the Marks precisely as shown in the Exhibit B Guide to Proper Trademark Use attached hereto and incorporated herein by reference. Licensee will observe any reasonable directions given by MDA as to the use of the Marks. The Marks shall, where it is reasonable to do so, (a) be accompanied by the words "exercise program", or (b) be written entirely in capital letters or otherwise distinguished from the accompanying text to make it clear that the words are trademarks. At MDA's request, Licensee agrees to provide samples of promotional materials for the Program to MDA for its approval.

(a) Licensee shall provide MDA with a list of Licensee's current schedule of SPINNING classes and the names of the instructors of said classes to ensure that Licensee is utilizing only certified SPINNING instructors for said classes by completing the Club Information Sheet attached hereto as Exhibit C and incorporated herein by reference.

(b) Licensee agrees to use solely Johnny G. Spinner® bikes and/or V-Bike Spinner® as the only indoor cycling bike in connection with the Program.

1.6 Ownership Of Intellectual Property

Licensee hereby acknowledges and agrees that MDA is the sole and exclusive owner of the Intellectual Property and all the goodwill associated therewith. Licensee further agrees that it will never challenge the validity or ownership of the Intellectual Property or assist or induce a third party to do so. Licensee shall not apply to register any of the Marks, or claim any rights in any of the Intellectual Property, in any country of the world.

ARTICLE 2. TRAINING, INDEMNIFICATION AND INSURANCE

2.1 Training

MDA shall provide a one-day training session to Licensee's employees in the use of the Program pursuant to the training guidelines set forth in the instruction manual provided by MDA. Licensee's instructors for the Program shall also complete the six (6) month training program set forth in the instruction manual. Licensee shall pay, or cause the payment of, a non-refundable training fee for such training.

2.2 Limitation Of Liability

MDA shall not be responsible for damages resulting from loss of use of the Program, lost profits from offering the Program, or for any other special or consequential damages resulting from a breach of any of MDA's obligations provided in this Agreement. This limitation of liability is not intended to apply to general damages resulting from MDA's negligent or grossly negligent acts or omissions hereunder.

2.3 Licensee's Indemnification Licensee hereby indemnifies MDA against liabilities and costs, including reasonable attorney's fees, based on and arising from Licensee's use or marketing of the Intellectual Property and in the offering and use of the Program, except insofar as any such claim may be found to arise from any failure on the part of MDA.

2.4. Insurance

For the Term, Licensee shall maintain liability insurance of such scope and with such coverage's as are customary in the industry, naming MDA as an additional insured. Such policy shall cover any and all claims, demands, and causes of action arising out of Licensee's use and promotion of the Program.

ARTICLE 3. TERMINATION

3.1 Termination By MDA

MDA may terminate this Agreement as follows:

(a) Either party may terminate this Agreement at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination.

(b) If Licensee commits any breach of any provision of this Agreement, regardless of whether such breach is minor or material, MDA may terminate the Agreement upon written notice, unless Licensee cures the breach within ten (10) days of receiving such notice.

(c) If Licensee becomes insolvent, exercises an assignment for the benefit of creditors, goes into liquidation, or a receiver or trustee is appointed for the benefit of creditors, whether any of these events be the outcome of a voluntary act of Licensee or otherwise, MDA may terminate this Agreement.

(d) If MDA commits a material breach of this Agreement that is not cured within thirty (30) days from the date of written notification of such breach by Licensee to MDA, Licensee may terminate this Agreement by sending written notice of such termination to MDA.

3.2 Licensee's Obligations Upon Termination

If this Agreement is terminated for any reason and by any party:

(a) Licensee shall immediately stop all use of the Program and the Intellectual Property; and

(b) Licensee shall not thereafter distribute or publish any marketing materials relating to the Program.

ARTICLE 4. GENERAL PROVISIONS

4.1 Entire Agreement And Binding Effect

This Agreement constitutes the entire Agreement between Licensee and MDA with respect to the use of the Program and the Intellectual Property, and no change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be binding upon and be to the benefit of the parties and their respective transferees, successors, and assigns.

4.2 Severability and Waiver

If all or any part of this Agreement is found invalid or unenforceable by a court of law, the rest of this Agreement shall remain valid and enforceable according to its terms. A waiver of any provision of this Agreement, or of the rights and obligations of the parties, must be in writing and signed by both parties.

4.3 Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given on the date of personal delivery, or on the third day after mailing by United States mail, registered or certified, postage pre-paid, to the addresses set forth on page 1.

4.4 Governing Law, Jurisdiction And Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that if there is any dispute regarding this Agreement, it shall be resolved in a court of competent jurisdiction in the State of California. The parties agree to the personal jurisdiction of California courts.

4.5 Attorneys' Fees

If any litigation is commenced concerning this Agreement, the prevailing party shall be entitled to its costs and attorney's fees, including all appeals.

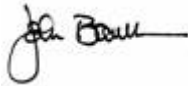
4.6 Advice of Counsel

All parties have been given an opportunity to consult with independent counsel of their own choice prior to executing this Agreement.

The parties have signed this Agreement by persons having authority to bind each party.

MAD DOGG ATHLETICS, INC

LICENSEE



Signature

Print Name

Title: _____

Date: _____

Facility Name

Facility Address

Facility Phone

Facility Email

EXHIBIT "A"

LIST OF TRADEMARKS

Johnny G's

Spinning®

Spinner®

Johnny G. Spinner®

Spin®

Any use of the above Trademarks or the logo below must also include the trademark notice that SPIN®, SPINNING®, SPINNER® and the Spinning logo are registered trademarks of Mad Dogg Athletics, Inc. U.S.A., including the use of the Trademarks in all advertising and promotional material promoting the Program.



GUIDE TO PROPER TRADEMARK USE

The SPIN®, SPINNING® and SPINNER® Trademarks

SPIN, SPINNING and SPINNER are federally registered trademarks of Mad Dogg Athletics, Inc., a California corporation.

What is SPIN®, what is SPINNING® and what is a SPINNER®?

The words "Spin" and "Spinning" were coined by our company, and are arbitrary words we created for our stationary bicycle exercise program. We also coined the name JOHNNY G SPINNER and SPINNER for our stationary exercise bicycle.

The SPINNING indoor cycling program is a specific and extensively detailed program including general exercises, different exercise sets directed at various goals, features that take advantage of the patented SPINNER stationary bicycle, heart rate training, and motivational materials. Most importantly, "SPINNING" and "SPIN" are the brand names of our particular program and should not be used to refer to any stationary bicycle activity or program other than Mad Dogg Athletic, Inc.'s program or bicycle.

The Marks are Registered for the Following Uses:

In addition to our indoor cycling program and bike, we also use and own trademark rights in the trademarks SPIN and SPINNING for sports instruction, health education, rental of health equipment, nutritional supplements, pre-recorded video and audio cassettes, clothing, and exercise equipment. Additionally we own the trademark SPINNER for exercise equipment.

What is the Purpose of the SPIN, SPINNING and SPINNER Trademarks?

Registration of the trademarks SPIN, SPINNING and SPINNER with the U.S. Patent and Trademark Office provides our company with additional legal means for protecting consumers, licensees, distributors, our company, and its products and services from deceptive imitations and practices. These rights include, among other things, the exclusive right to use the trademarks throughout the United States, and a presumption of validity of the registered trademarks.

Improper use of the marks will not serve to distinguish the SPINNING and SPIN products and services from the products and services of others and may damage acquired rights. To prevent this from happening, Mad Dogg Athletics, Inc. sets forth various guidelines to assist you in the proper use of its trademarks. Trademarks must be handled with care because improper use can destroy a trademark.

Proper trademark use would be automatic if we would remember that a trademark identifies a particular brand of a product or service. In other words, it is not the name or description of a product or service. Therefore, to avoid improper use of our trademarks, you need to use the trademarks together with the common name or description of the product or service. The proper use of the marks would be for you to say or use "the SPINNING exercise program" or the "SPINNING indoor cycling program" and "the SPINNER stationary exercise bicycle". This method of using our trademarks will clearly inform the public that they are purchasing goods or services of Mad Dogg Athletic, Inc., and not from any other person or business.

Who may use the SPINNING, SPIN and SPINNER Trademarks and Logo?

Anyone licensed by Mad Dogg Athletics, Inc. has the right to advertise that their facility offers the SPINNING program so long as such advertising follows the method of use outlined in this guide. The facility must not indicate that it is an agent of or is otherwise connected with Mad Dogg Athletics, Inc. other than being a licensee (unless of course they are). If you become aware of any unauthorized or improper use of the SPIN, SPINNING or SPINNER trademarks, please contact our office at (310) 823-7008 or (800) 847-SPIN and we will take the necessary steps to contact and, if necessary, prosecute the infringing party.

PLEASE OBSERVE THE FOLLOWING RULES

- **Use Special Typography.**

The SPIN, SPINNING and SPINNER trademarks should be either CAPITALIZED completely or with initial capitalized letters. Other alternatives for distinguishing the SPIN, SPINNER and SPINNER trademarks include italics, boldface, or different color type.

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- **Use the Product's or Service's Generic Name.**

The first and most important rule is to use the generic name of the products and services together with the trademarks. As a minimum requirement, use the generic term after the trademark at least once in each written communication and, when appropriate, in broadcast matter - preferably the first time the marks appear.

Examples:

The SPINNING program	SPINNING stationary bicycle
The SPINNING exercise program	SPINNER stationary bicycle
The SPINNING stationary bike program	SPINNER exercise bicycle
The SPINNING indoor cycling program	The SPIN cycling program
The SPIN group cycling program	

- **Use a Trademark Notice.**

Mad Dogg Athletics, Inc. requires the use of the trademark notice one or more times in all printed materials and advertising. Please use the registration symbol ® at the end of each trademark.

Examples:

SPINNING®	SPINNER®
The SPINNING® program	The JOHNNY G SPINNER®
SPIN®	SPINNER® bicycle
The SPIN® cycling program	

- **Avoid Variations.**

Do not change the spelling, or insert hyphens, or make one word into two, or combine two words into one.

- **Avoid Incorrect Grammatical Use.**

Never use the SPIN, SPINNING or SPINNER trademarks as a noun or a verb. For example, never use the word "spin" as a verb to describe an exercise program, class, physical activity, or an exercise bicycle. Remember the trademarks SPIN, SPINNING and SPINNER are not the description of the product or service.

Instead, they indicate that the goods bearing or services offered under such marks originate from one source, i.e., Mad Dogg Athletics, Inc. The proper use is to say or use "the SPINNING exercise program", "the SPINNER stationary exercise bicycle"; and "the SPIN indoor cycling program".

- **Avoid Using the SPIN or SPINNING Trademark as a Trade Name.** It is incorrect to refer to our trademarks as a trade name (i.e., company name). For instance, SPIN, SPINNING and SPINNER are trademarks; Mad Dogg Athletics, Inc. is our trade name.

The SPIN, SPINNING and SPINNER Trademarks should not be used in any of the following ways:

- With the letter “S” not capitalized. For example, spin, spinning or spinner.
- **Misspelled.** For example, spining or spinn.
- **As a verb.** For instance, “Come spin with us”.
- **As a noun.** For example, “Get Spinning.” (unless you are referring to our indoor cycling program)
- **As part of a trade name.** For instance, “The New York Spinning Center” or “Star Trac Spinning.”
- **As a generic term.** For example, as the common name for indoor stationary cycling programs.
- **By advertising** the SPINNING indoor cycling program or products and offering products manufactured by, or indoor cycling programs or other services of, a company or person **other than Mad Dogg Athletics, Inc.**

Use of the SPINNING Logo

The SPINNING logo was designed to designate products and services developed by Mad Dogg Athletics, Inc. and may be used by licensees in its exact form to advertise and promote the SPINNING indoor cycling program. Under no circumstances may the SPINNING logo be used by licensees, without Mad Dogg Athletic, Inc.’s express written consent, to manufacture and sell products such as clothing, water bottles, or any other merchandise.

The correct format of the Spinning logo is indicated below. The logo is not to be used in any form that varies from the sample below and must not be used in combination with any other trade name or logo.



EXHIBIT "C"

CLUB INFORMATION SHEET

Program Coordinator: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

Does the facility have SPINNING instructor training scheduled? (Check one) YES ___ NO ___

If yes, what is the date of training? _____

If you have instructors who have already participated in SPINNING instructor training, please list their names and Spinning Instructor numbers below:

	Instructor Name	Instructor #
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

Please use a separate sheet of paper if additional space is required.