

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), when executed by both parties, is effective as of March 20, 2018 (the "Effective Date") by and between Body Glove IP Holdings LP ("**Licensor**") and DGL Group, an entity having its principal office at 195 Raritan Center Parkway, Edison, NJ 08837 ("**Licensee**").

(A) WHEREAS, Licensor has rights in and to the "Trademarks" (as hereinafter defined) and has the right to grant licenses to third parties in connection with the manufacture, distribution, sale, advertising and promotion of products bearing the Trademark;

(B) WHEREAS, Licensee acknowledges that the Trademarks have acquired notoriety and goodwill with the general public and desires to obtain the right to use the Trademarks in connection with the manufacture, distribution, sale, advertising and promotion of the "Licensed Products" (as hereinafter defined) within the "Territory" (as hereinafter defined).

(C) WHEREAS, Licensor is willing to grant to Licensee a license under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and premises contained herein, and other good and valuable consideration, the receipt of which the parties hereby acknowledge, it is hereby agreed to as follows:

ARTICLE I – DEFINITIONS AND BASIC TERMS

1.

(a) Trademarks	"BODY GLOVE"
(b) Licensee Contact info	Victor Sardar
(c) Licensed Products	As listed in <u>Exhibit A</u>
(d) Territory	United States of America, Canada, Mexico
(e) Initial Term	The Initial Term is from the Effective Date through December 31, 2020 as follows: Contract Year 1: Effective Date through December 31, 2018 Contract Year 2: January 1, 2019 through December 31, 2019 Contract Year 3: January 1, 2020 through December 31, 2020 Contract Year 4: January 1, 2021 through December 31, 2021 Contract Year 5: January 1, 2022 through December 31, 2022
(f) Authorized Retailers/Authorized Distribution Channels	For: Those "Retailers" or retailers within an Authorized Distribution Channel set forth in Attached Exhibit B-1.
(g) Off Price Retailers	Those Retailers set forth in Exhibit B-2