

DISTRIBUTION AGREEMENT

This Distribution Agreement (Agreement) dated as of August 13, 2012, is made by and between [redacted], LLC, a company with offices at [redacted] 8 [redacted] go [redacted] ae, [redacted] on, [redacted] 02 (Company); and [redacted] B [redacted] tors, LLC, a limited liability company with offices at 1213 Grand Street, Brooklyn, NY 11211 (Distributor).

The Company is engaged in the business of producing, advertising, marketing, and selling the brands and products listed in the attached Schedule 1, as it may be amended from time to time (Products). The Company and Distributor desire that the Distributor act as the exclusive seller and distributor of the Products in the Territory described in the attached Schedule 2 (Territory).

The parties agree as follows:

1. APPOINTMENT.

1.1 Territory. The Company warrants and represents that it is the manufacturer or sole United States importer of the Products identified in Schedule 1 in the Territory identified in Schedule 2. The Company hereby appoints the Distributor as its exclusive distributor for the Products in the Territory, having the exclusive right to sell and distribute the Products in the Territory.

1.2 Trademarks. The Company hereby grants to the Distributor the nonexclusive, nonassignable, nontransferable right to use the Company's trademarks, trade names and trade dress described in the attached Schedule 3 (Trademarks) solely in connection with the distribution, marketing, and sale of the Products in the Territory. The Trademarks will remain the Company's sole and exclusive property.

II. EFFECTIVE AND TERMINATION DATES.

2.1 Term. This Agreement will become effective upon signature by the last of the parties, and will remain in effect until terminated as provided herein. Termination other than as specifically set forth herein shall be deemed a breach of this Agreement and the parties shall have all applicable rights and remedies, including without limitation, any applicable equitable remedies.

2.2 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties in writing effective as provided therein.

2.3 Termination upon Default. This Agreement may be terminated by the non-defaulting party upon a default under Section 5.1 hereof.

III. DISTRIBUTOR'S OBLIGATIONS.

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