

LICENSE AGREEMENT
BETWEEN WITH YOU LLC AND DYNASTY GROUP USA, LLC

THIS AGREEMENT ("**Agreement**") is made as of the date executed by all parties ("**Effective Date**") by and between [REDACTED] H [REDACTED] U [REDACTED] LLC, a Limited Liability Company organized and existing under the laws of the State of Delaware, with its principal place of business at 601 W. 26th Street, 9th Floor, New York, NY 10001 ("**WY**" or "**LICENSOR**"), and Dynasty Group USA, LLC, a limited liability company organized and existing under the laws of the State of California with its principal place of business at 14251 Firestone Blvd., #100, La Mirada, CA 90638 ("**LICENSEE**").

RECITALS

A. WY owns and/or controls all of the trademark and merchandising rights relating to the commercial persona and image of Jessica Simpson ("**Ms. Simpson**"), including the trademarks associated with her and identified in Schedule A attached hereto as the "**Licensed Trademarks**" and the rights of publicity in her name, likeness and image (together with the Licensed Trademarks, the "**Licensed Property**").

B. LICENSEE desires to exploit the Licensed Property for the design, manufacture, sale, distribution and promotion of certain products bearing the Licensed Property as more specifically described in Schedule A attached hereto as the "**Licensed Products**."

D. WY desires to grant to LICENSEE a license permitting LICENSEE to design, manufacture, sell, distribute and promote the Licensed Products subject to the terms and conditions contained in this Agreement.

Based upon the foregoing premises and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows.

1. **GRANT**

1.1. Grant of LICENSE. Subject to the terms and conditions contained herein, WY hereby grants to LICENSEE the exclusive right to use the Licensed Property to design, manufacture, sell, distribute and promote the Licensed Products (as defined in Schedule A) only within the territory described in Schedule A hereto (the "**Territory**") and only within the distribution channels described in Schedule A (the "**Authorized Distribution Channels**") for the **Term** of this Agreement (as defined in Section 11 and Schedule A). The LICENSE granted herein shall be non-transferable except as set forth in Section 16.3 hereof.

1.2. Limitations of LICENSE.

(a) Reservation of Rights. All rights other than those expressly granted to LICENSEE herein are reserved to WY or Ms. Simpson. LICENSEE shall not use the Licensed Property for any purpose other than as expressly permitted herein.

(b) No Conflict with Third Party Rights. LICENSEE shall have no right to (i) use the Licensed Property in any manner that conflicts with the rights of any third party; or (ii) LICENSEE or transfer the rights granted hereunder. A violation or attempted violation of these provisions shall