

LICENSE AGREEMENT

AGREEMENT made as of September 28, 2017 (the "**Effective Date**"), by and between Hardy Way LLC, a Delaware limited liability company ("**Licensor**"), and A [REDACTED] Brands LLC, a Delaware limited liability company ("**Licensee**").

WITNESSETH:

WHEREAS, Licensor has the rights to the mark "ED HARDY" in the United States (as defined below) (the "**Licensed Mark**") as set forth on Schedule 1 attached hereto and has common law rights, to the extent they exist, in Canada; and

WHEREAS, Licensee desires to be granted the right to use the Licensed Mark in the United States (including its territories and possessions) and Canada (collectively, the "**Territory**") in connection with the manufacture, advertising, promotion, marketing, distribution, offering for sale and sale of the products bearing the Licensed Mark set forth on Schedule A ("**Licensed Products**").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Licensor and Licensee do hereby respectively grant, covenant and agree as follows:

1. **Grant of License**

1.1 (a) Subject to the terms, conditions and limitations of this Agreement, Licensor hereby grants to Licensee during the Term (as defined herein) the following: (i) an exclusive license (except as otherwise provided herein) solely throughout the Territory in the Permitted Distribution Channels (as defined herein) to use the Licensed Mark in connection with the advertising, promotion, marketing, distribution, offering for sale and sale solely of Licensed Products approved by Licensor for use by Licensee pursuant to this Agreement and (ii) a non-exclusive license to manufacture the Licensed Products.

(b) Nothing herein shall be deemed to prevent Licensor or its affiliates or third party licensees from manufacturing or having manufactured Licensed Products bearing the Licensed Mark in the Territory, provided that such Licensed Products are not sold to the Permitted Distribution Channels located in the Territory except as otherwise permitted hereunder.

1.2 (a) Licensor reserves all rights to the Licensed Mark except those that are specifically granted to Licensee under this Agreement and Licensor may exercise its rights at any time.

(b) Licensee shall not use or sell the Licensed Products as premiums unless mutually agreed to by the parties. Use or sale of the Licensed Products as "premiums" for purposes of the foregoing provision, shall mean use or sale of Licensed Products in connection with the following types of promotional activities: self-liquidator programs, joint merchandising programs, giveaways, door openers, sales incentive programs and any other types of promotional programs designed to promote the sale of the Licensed Products or other goods of Licensee. Ordinary discounts, sales and other promotions involving a reduction in the sales price shall not be deemed to be using the Licensed Products as "premium items".