



FOR THE HIGHEST GOOD OF ALL

This Trademark Licensing Agreement (the "Agreement") is made and entered into effective as of _____ (the "Effective Date") by and between One Community, Inc. ("OC"), and _____ (the "Licensee").

OC has adopted, has registered with the United States Patent and Trademark Office, and is using the trademark Highest Good Education® [Registration #4,992,920] ("Trademark") throughout the United States in connection with online educational publications in the field of non-traditional education.

Licensee desires to use the Trademark in [Describe form: e.g. block letter and stylized form]

in connection with Licensee's [Describe desired use of trademark]

("Trademark Use") and;

OC, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademark in connection with the Trademark Use for the mutual benefit of OC and Licensee.

In consideration of the above promises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License

Scope of License. Subject to the terms and conditions set forth in this Agreement, OC grants to Licensee a non-exclusive, non-transferable, royalty-free license to use the Trademark in connection with the Trademark Use throughout the [Territory] _____. Licensee shall make no other use of the Trademark.

Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of OC's rights in the Trademark.

2. OC's Control. In order to protect and preserve OC's rights in the Trademark, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee's use of the Trademark in connection with the Trademark Use, Licensee shall obtain OC's approval of all aspects of such use; and (ii) once Licensee's use of the Trademark in connection with the Trademark Use is initially approved by OC, any subsequent alteration, modification, or change in such use must be reviewed and approved by OC prior to implementation of such alteration, modification, or change.

3. Use of Trademark.

Trademark Format. OC retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademark, and Licensee shall only use or display the Trademark in a format approved by OC.

Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate in an appropriate manner an "R" or a "TM" enclosed by a circle.

Impairment of OC's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of OC's rights in the Trademark or any registrations derived from such rights.

OC's Rights and Remedies. Licensee acknowledges and agrees that OC has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to OC, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark by Licensee which is not expressly permitted by this Agreement.

4. Term and Termination.

Term. The term of this Agreement shall be for 2 years from the Effective Date; provided, however, that either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective within 24 hours after the date such notice is given.

Termination for Cause. Notwithstanding the provisions of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark, shall automatically terminate without notice from OC if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining OC's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain OC's approval of Licensee's use of the Trademark in accordance with Section 2 of this Agreement; (iii) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; or (iv) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark.

5. Miscellaneous.

Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without OC's prior written consent. Licensee shall indemnify and hold harmless OC against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of California.

Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing, scanned, and delivered via email to onecommunityglobal@gmail.com and to such persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given upon acknowledgement of receipt by OC.

Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above:

ONE COMMUNITY

Jae Sabol

Executive Director

8954 Camino Real
San Gabriel, CA 91775

(Signature) _____

(Date) _____

LICENSEE

(Name) _____

Its _____

(Address) _____

(Signature) _____

(Date) _____