



SPINNING® FACILITY LICENSE AGREEMENT

between

MAD DOGG ATHLETICS, INC.

and

LICENSEE

FAX, scan or e-mail a copy of this agreement with signature and initials. Please also send original to MDA headquarters.

FAX: 310.823.7408

Scan: AVasquez@maddogg.com

cc: AShivarjoo@maddogg.com

Mad Dogg Athletics, Inc.

2111 Narcissus Court

Venice, California 90291

Please retain a copy for your files.

SPINNING® FACILITY LICENSE AGREEMENT

This Agreement is entered into as of _____, 20_____, by and between Mad Dogg Athletics, Inc., (“MDA”) a California corporation headquartered at 2111 Narcissus Court, Venice, California 90291, and _____ (“Licensee”), a company or individual, whose address is _____.

A. MDA owns all rights, title, and interest in the trademarks SPIN®, SPINNER®, SPINNING®, SPIN FITNESS®, SPINPower®, and the SPINNING LOGO  (collectively, the “Marks”) attached hereto as Exhibit A and incorporated herein by reference. MDA is the creator of the exercise program known as “The Spinning® Program (“Program”) which is used with the Spinner® stationary exercise bike. All rights to the Spinning® Trademarks other than those specifically granted herein are reserved to MDA for its own use and benefit. Licensee shall not use any of the Marks in any other business, corporation or trade name, including, but not limited to, licensee’s own business, facility, corporation or trade name, or internet URL page names or website page names.

B. Licensee operates a facility from which it seeks to offer the Program to its customers/members. The name and address of the Facility is:

C. Subject to the terms and conditions of this Agreement, Licensee desires to use and offer the Program as its exclusive group indoor cycling program at the Facility and seeks a non-exclusive license to use MDA’s Marks in connection with the Program and in the promotional materials in support thereof (collectively “Intellectual Property”).

ARTICLE 1. GRANT OF LICENSE

1.1 ***Grant*** MDA grants to Licensee a non-exclusive license to use and offer the program as its exclusive group indoor cycling program at the Facility, and to include the Marks in all marketing materials used to promote the Program. Licensee is not granted any right to use the Marks on any other products (i.e., t-shirts, towels, etc.) or for any services or for any other commercial exploitation other than the promotion of the Program without MDA’s prior written consent in each instance. Licensee shall not assign, sublicense, or otherwise transfer this Agreement or the right to use the Intellectual Property to any other person or entity without prior express written consent of MDA.

_____ Initials

Rev. 1/2016

1.2 **Term** This Agreement shall commence on the date is it signed by Licensee and shall continue unless it is terminated pursuant to Article 3 of Agreement.

1.3 **Quality Control**

(a) Licensee agrees to offer the Program under the supervision of a certified Spinning® Instructor trained by MDA and in accordance with the training guidelines set forth in the instruction manual provided by MDA solely to Spinning® instructors. Licensee agrees not to disclose the contents, reproduce, or distribute copies of the instruction manual to anyone except in the ordinary and intended use of such materials by Licensee's trained Program instructors.

1.4 **Licensee Operating From More Than One Location** If Licensee conducts business from a location other than the Facility associated with agreement and desires to offer the Program and use the Intellectual Property at another Facility, Licensee shall first obtain MDA's prior written consent and shall enter into a separate license agreement for the additional Facility.

1.5 **Use of Spinning® Marks and Spinner® Bikes** Licensee agrees to use the Marks precisely as shown in the **Exhibit A**, "Spinning Trademark Usage" attached hereto and incorporated herein by reference. Licensee will observe any reasonable directions given by MDA as to the use of the Marks. The Marks shall, where is it reasonable to do so, (a) be accompanied by the words "exercise program" or "exercise class", or (b) accompanied with the registered trademark symbol at the end of the Mark in the first instance of mention on a page or may be accompanied with the registered trademark symbol at all times i.e. Spinning® and (c) be written entirely in capital letters or otherwise distinguished from the accompanying text to make it clear that the words are trademarks. At MDA's request, Licensee agrees to provide samples of promotional materials for the Program to MDA for its approval.

(a) Licensee agrees to solely use, as the only indoor cycling bike in connection with the Program, Spinner® bikes.

(b) Licensee shall provide MDA with a list of Licensee's current schedule of SPINNING classes and the names of the instructors of said classes to ensure that Licensee is utilizing only certified SPINNING instructors for said classes by completing the Club Information Sheet attached hereto as **Exhibit B** and incorporated herein by reference.

(c) Licensee agrees to place the following statement at the bottom of their home page, class description page or class schedule page indicating that MDA are the owners of the Spinning® trademarks and that Licensee is using them under license from MDA: **Spin®, Spinner®, Spinning®, Spin Fitness® SPINPower® and the Spinning logo  are registered trademarks owned by Mad Dogg Athletics, Inc. and used under license.**

(d) Licensee further agrees to use the following trademark statement on all material distributed or published related to the Spinning indoor cycling program: **Spin[®], Spinner[®], Spinning[®], Spin Fitness[®], SPINPower[®] and the Spinning logo [®] are registered trademarks owned by Mad Dogg Athletics, Inc. and used under license.**

1.6 **Ownership Of Intellectual Property** Licensee hereby acknowledges and agrees that MDA is the sole and exclusive owner of the Intellectual Property and all the goodwill associated therewith. Licensee further agrees that it will never challenge the validity or ownership of the Intellectual Property or assist or induce a third party to do so. Licensee shall not apply to register any of the Marks, or claim any rights in any of the Intellectual Property, in any country of the world.

ARTICLE 2. TRAINING, INDEMNIFICATION AND INSURANCE

2.1 **Training** MDA shall provide a training session to Licensee's employees in the use of the Program pursuant to the training guidelines set forth in the instruction manual provided by MDA, unless Licensee's employees are already Certified Spinning Instructors. Licensee's instructors for the Program shall also complete the training program set forth in the instruction manual. Licensee shall pay, or cause the payment of, a non-refundable training fee for such training.

2.2 **Limitation Of Liability** MDA shall not be responsible for damages resulting from loss of use of the Program, lost profits from offering the Program, or for any other special or consequential damages resulting from a breach of any of MDA's obligations provided in this Agreement. This limitation of liability is not intended to apply to general damages resulting from MDA's negligent or grossly negligent acts or omissions hereunder.

2.3 **Licensee's Indemnification** Licensee hereby indemnifies MDA against liabilities and costs, including reasonable attorney's fees, based on and arising from Licensee's use or marketing of the Intellectual Property and in the offering and use of the Program, except insofar as any such claim may be found to arise from any failure on the part of MDA.

2.4 **Insurance** For the Term, Licensee shall maintain liability insurance of such scope and with such coverage's as are customary in the industry, naming MDA as an additional insured. Such policy shall cover any and all claims, demands, and causes of action arising out of Licensee's use and promotion of the Program.

ARTICLE 3. TERMINATION

3.1 Termination of Agreement :

(a) Either party may terminate this Agreement at any time giving written notice to the other Party at least thirty (30) days prior to the effective date if such termination.

(b) If Licensee commits any breach of any provision of this Agreement, regardless of whether such breach is minor or material, MDA may terminate the Agreement upon written notice, unless Licensee cures the breach within ten (10) days of receiving such notice.

(c) If Licensee becomes insolvent, exercises an assignment for the benefit of creditors, goes into liquidation, or a receiver or trustee is appointed for the benefit of creditors, whether any of these events be the outcome of a voluntary act of Licensee or otherwise, MDA may terminate this Agreement.

(d) If MDA commits a material breach of this agreement that is not cured within thirty (30) days from the date of written notification of such breach by Licensee to MDA, Licensee may terminate this Agreement by sending written notice of such termination to MDA.

3.2 Licensee's Obligations Upon Termination If this Agreement is terminated for any reason and by any party:

(a) Licensee shall immediately stop all use of the Program and the Intellectual Property; and

(b) Licensee shall not thereafter distribute or publish any marketing materials relating to the Program.

ARTICLE 4. GENERAL PROVISIONS

4.1 **Entire Agreement And Binding Effect** This Agreement constitutes the entire Agreement between Licensee and MDA with respect to the use of the Program and the Intellectual Property, and no change, modification or alteration of the Agreement shall be effective unless in writing and signed by both parties. This Agreement shall be binding upon and be to the benefit of the parties and their respective transferees, successors, and assigns.

4.2 **Severability and Waiver** If all or any part of this Agreement is found invalid or unenforceable by court of law, the rest of this Agreement shall remain valid and enforceable according to its terms. A waiver of any provision of this Agreement, or of the rights and obligations of the parties, must be in writing and signed by both parties.

4.3 **Notices** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given on the date of personal delivery, or on the third day after mailing by United States mail, registered or certified, postage pre-paid, to the addresses set forth on page 1.

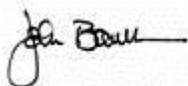
4.4 **Governing Law, Jurisdiction and Forum** This Agreement shall be governed by and construed in accordance with the State of California. The parties agree that if there is any dispute regarding this Agreement, it shall be resolved in a court of competent jurisdiction in the State of California. The parties agree to the personal jurisdiction of California courts.

4.5 **Attorney's Fees** If any litigation is commenced concerning this Agreement, the prevailing party shall be entitled to its costs and attorney's fees, including all appeals.

4.6 **Advice of Counsel** All parties have been given an opportunity to consult with independent counsel of their own choice prior to executing this Agreement.

The persons signing this Agreement represent and warrant that they have full authority to enter into this agreement and to bind the party for which they are signing.

Regards,



LICENSEE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Facility Name: _____

Facility Address: _____

Country: _____

Facility Website: _____

Facility Phone: _____

Email: _____

The Spin®, Spinner®, Spinning®, Spin Fitness®, SPINPower® and the Spinning logo 𐄂® trademarks are important business assets to Mad Dogg Athletics, Inc. and should be treated with the care and respect. We rely on our trademarks to identify our products, services, activities and programs to distinguish them from those of our competitors. As the creator and worldwide leader in indoor cycling classes, equipment, clothing and accessories, we take tremendous pride in our products and programs.

If a company's trademark becomes generic, anyone can use it without fear of a claim of trademark infringement from the trademark owner. Loss of a trademark not only denies consumers the opportunity to identify an original, quality product developed with years of experience for repeat satisfactory purchases, it also destroys the owner's investment in a valuable asset.

We respectfully ask you to support our efforts to enforce the Spin®, Spinner®, Spinning®, Spin Fitness®, SPINPower® and the Spinning logo 𐄂® trademarks (collectively referred to as the "SPIN® Family of Marks") and take the steps necessary to use them properly. If you have any questions concerning the proper use of the Spin®, Spinner®, Spinning®, Spin Fitness® and the Spinning logo 𐄂® trademarks, please contact us at info@spinning.com for North America, South America and Asia Pacific, and at infoeurope@spinning.com for Europe, the Middle East and Africa.

THE SPIN® FAMILY OF MARKS

Spin®, Spinner®, Spinning®, Spin Fitness®, SPINPower® and the Spinning logo 𐄂® are registered trademarks that are owned by Mad Dogg Athletics, Inc., a California corporation.

WHAT IS SPINNING® AND WHAT IS A SPINNER®?

The words Spinning® and Spinner® are terms that were originally coined by the founders of Mad Dogg Athletics to identify our particular brand of indoor cycling instruction and patented model of stationary exercise bikes.

The Spinning® program is a comprehensive indoor cycling program that includes features that take advantage of the patented Spinner® stationary bike, heart rate training, motivational materials and exercise sets directed at various fitness goals. Most importantly, Spinning® is the brand name of our particular indoor cycling program and should not be used to refer to any stationary exercise bicycle activity or program other than Mad Dogg Athletics' program or bicycle.

THE SPIN® FAMILY OF MARKS ARE REGISTERED FOR THE FOLLOWING USES:

In addition to our indoor cycling program and indoor cycling bike, we also use and own trademark rights in the trademark Spinning® for sports instruction, health education, rental of health equipment, nutritional supplements, pre-recorded audio and video materials, digital applications, clothing, exercise equipment and fitness facilities. Additionally, we own the trademarks Spin® and Spin Fitness® for exercise equipment and other indoor cycling products and accessories.

WHAT IS THE PURPOSE OF THE SPIN® FAMILY OF MARKS?

Trademark offices around the world provide our company with additional legal means for protecting consumers, licensees, distributors and our company from imitation or counterfeit products and programs. These rights include the exclusive right to use our trademarks in the countries they are registered as the primary method to identify our goods, services and programs.

Proper use of the trademarks serves to distinguish Spinning® products and services from the products and services of other companies and helps prevent damage to our trademarks. To help prevent the misuse of our trademarks, Mad Dogg Athletics sets forth various guidelines to assist you in the proper use of the SPIN® Family of Marks.

Proper trademark use identifies a particular brand of a product or service and is not the name or description of a general good, product, service or activity. Accordingly, it is important to use the trademarks together with the common name or description of the product or service.

For example, it would be proper to say or use "the Spinning® indoor cycling program" and "the Spinner® indoor cycling bike". Using the trademarks properly clearly informs the public that they are purchasing the authentic goods or services of the Spinning® brand, and not from any other person or business.

WHO MAY USE THE SPIN® FAMILY OF MARKS?

Authorized dealers, Official Spinning® Facilities and any company or person licensed by Mad Dogg Athletics, Inc. have the right to promote and use the SPIN® Family of Marks so long as such activity, program or advertising follows the method of use outlined in this guide.

We ask that our dealers or licensees contact us immediately if they become aware of any unauthorized or improper use of the SPIN® Family of Marks.

THE SPIN® FAMILY OF MARKS SHOULD BE USED IN THE FOLLOWING WAYS:

- » "Spinning" refers to the program, classes, instructors and products.
- » "Spinner" refers to the specific model of Mad Dogg Athletics' indoor bikes.
- » "Spin" refers to Mad Dogg Athletics' indoor bikes, classes, instruction, and membership program.
- » The letter "S" for each mark in the SPIN® Family of Marks is always capitalized (e.g., "Spin", "Spinner" and "Spinning").
- » All of Mad Dogg Athletics' trademarks should be accompanied by a registered trademark symbol "®" in all headers, footers, logos and in the first appearance in the body of text on every new page.

THE SPIN® FAMILY OF MARKS SHOULD NOT BE USED IN ANY OF THE FOLLOWING WAYS:

- » With the letter "S" not capitalized (e.g., "spin", "spinner" or "spinning").
- » Misspelled (e.g., "spyn" or "spinnerz").
- » As a verb or improper noun (e.g., "Come spin with us" or "Get spinning").
- » As part of a trade name (e.g., "The New York Spinning Center").
- » As a generic term (e.g., as a name for an indoor cycling program, bike, activity or other products).
- » To advertise bikes, programs or products that are not affiliated with Mad Dogg Athletics, Inc.

SPINNING® TRADEMARK USAGE

USE OF THE SPINNING LOGO 𐄂®

The Spinning logo 𐄂® and wordmark were designed to designate products and services developed by Mad Dogg Athletics, Inc. and may be used by licensees in its exact form to advertise and promote Mad Dogg Athletics' indoor cycling products and services. Under no circumstances may the Spinning logo 𐄂® be used without Mad Dogg Athletics' express written consent to manufacture and sell products such as exercise equipment, fitness education, clothing, accessories or any other merchandise.

The correct format of the Spinning logo 𐄂® and wordmark is indicated in the area below. The logo and wordmark are not to be used in any form that varies from the samples below and must not be used in combination with any other trade name or logo.

PRIMARY LOGO



Spinning® Logo

Spinning® Wordmark

Spinning® Logo with Wordmark

SECONDARY LOGOS



Stacked



Spinning® Wordmark



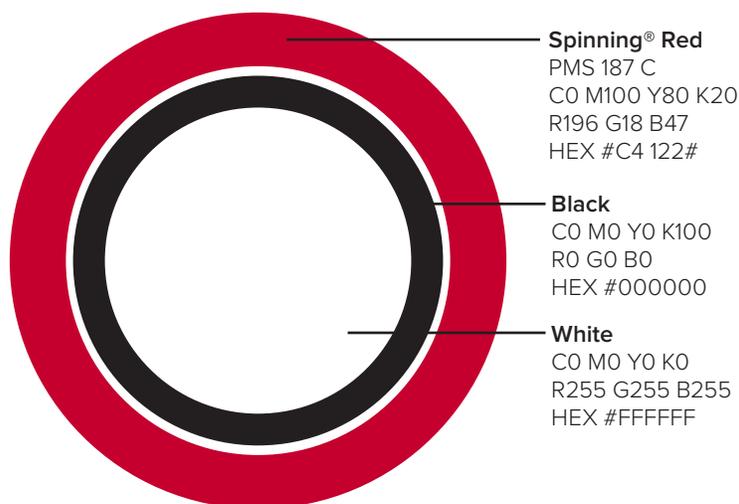
Spinning® Logo



Badge

COLORS

To maintain a strong identity for the Spinning® program, it is necessary to employ a consistent color palette. Use these primary and secondary colors in all materials.



FONTS

- » For body text, the font family Proxima Nova should always be used. As a general guideline, body text should be Proxima Nova Light and headings should be **Proxima Nova Semibold**.
- » The Spinning® wordmark is font **RBN93.1**.
- » For the web, please use **Arial** for all body text and **Arial Bold** for titles.

SIZE

- » For print, the logo must be at least 0.75 in (1.91 cm) wide. The wordmark should be never be below 1.25 in (3.175 cm) in width.
- » For the web, the logo must be at least 60 pixels across, and the wordmark must be at least 80 pixels across.
- » The logo must not be crowded. A clear space must surround the logo and watermark on all four sides.
- » Maintain the proportions and positioning of the Spinning logo 𐄂® and watermark according to the example above.

If you have any questions regarding the use of the Spinning logo 𐄂®, please contact us at info@spinning.com for North America, South America and Asia Pacific, and at infoeurope@spinning.com for Europe, the Middle East and Africa.

