

## LICENSE AGREEMENT

This LICENSE AGREEMENT, effective as of January 1, 2017, by and between PawParks LLC, a New York limited liability company (the “Licensee”), dated as of July 11, 2016 pursuant to the laws of the State of New York, with its principal place of business located at 394 Raymond Street, New York, New York, and New Slobbr, LLC, a Delaware limited liability company (the “Licensor”), with its principal place of business located at 14 Mitchell Pond Road, Windham, New Hampshire.

**WHEREAS**, the Licensee is a limited liability company established under the laws of the State of New York for the purpose of developing a software application and operating the business associated therewith;

**WHEREAS**, the Licensee wishes to license certain assets identified on Schedule A (the “Assets”) and pursuant to the terms set forth herein, from the Licensor for use in its business operations; and

**WHEREAS**, the Licensor wishes to license the Assets from the Licensee.

**NOW THEREFORE**, the Licensor agrees to license the Assets to the Licensee pursuant to the following terms:

### 1. Grant of Rights

Licensor hereby grants to Licensee the exclusive license to use the Assets as the discretion of the Licensee for the Term of this License Agreement.

### 2. Term

This License is effective when executed by both parties and will last for a term of Five (5) years.

### 3. License Fee

Licensee agrees to pay Licensor \$10,000 per year for the Term of the License Agreement with an option to purchase the Assets upon expiration of the Term of the amount of the paid License Fee. Failure to pay the License Fee shall not constitute a breach of the License Agreement.

### 4. Termination

Except as set forth herein, the Licensor shall have the right to immediately terminate this License if Licensee fails to perform any obligation required of Licensee under this License or if Licensee becomes bankrupt or insolvent.

### 5. Return of the Assets Upon Termination

Upon termination of this License, Licensee shall return the Assets to the Licensor. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

## **6. Title to Assets**

Licensor retains title to and ownership of the Software and all enhancements, modifications and updates.

## **7. Warranty**

THE ASSETS ARE PROVIDED "AS IS." LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, ATTORNEY FEES AND COURT COSTS ARISING FROM OR IN CONNECTION WITH THE USE OF THE SOFTWARE LICENSED UNDER THIS AGREEMENT.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **8. Confidentiality**

Licensee will treat the Assets as trade secrets and proprietary know-how belonging to Licensor that is being made available to Licensee in confidence. Licensee agrees to treat the Assets with at least the same care as it treats its own confidential or proprietary information.

## **9. Arbitration**

The parties agree to submit any dispute under this License to binding arbitration in the State of New York under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

## **10. Attorney Fees**

If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

## **11. General Provisions**

(a) Complete Agreement: This License together with all schedules or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter.

(b) Modifications to License: Modifications and amendments to this License, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

(c) Applicable law: This License will be governed by the laws of the State of New Hampshire.

(d) Notices: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License, with a copy to PawParks LLC, c/o Jonathan Lagasse, 394 Raymond Street, New York, New York;
- Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
- When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail, or the recipient delivers a written confirmation of receipt.

Any party may change its address appearing in the introductory paragraph to this License by giving notice of the change in accordance with this paragraph.

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(f) Assignment: The rights conferred by this License shall not be assignable by the Licensee without Licensor's prior written consent. Licensor may impose a reasonable license fee on any such assignment.

**[Signature page to follow]**

**Agreed to and Acknowledged by:**

PawParks, LLC, as Licensor,

New Slobbr, LLC, as Licensee,

\_\_\_\_\_  
By: Jonathan Lagasse,  
as Manager

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By: Michelle Fournier,  
as Manager

## **Schedule A**

PawParks, LLC shall license the following assets to the New Slobbr, LLC pursuant to the terms of the License Agreement:

- PawParks logo and brand;
- PawParks social media following;
- PawParks relationship with BOGO Bowl;
- PawParks relationship with New York and Long Island animal shelters and rescue relationships;
- PawParks relationship with tech personnel Cameron and Futiq;
- PawParks technology, including its website and App technology as of May 15, 2016; and
- PawParks mock-up concepts shared with Slobbr LLC on April 17, 2016.