LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is entered into effective July 25, 2023 (the "**Effective Date**"), by SherryWear, LLC, a Florida limited liability company located at 1786 Cypress Lane, Vero Beach, Florida 32963 ("**Licensor**"), and Senita Athletics, LLC, a Delaware limited liability company with its principal place of business located at 3055 East Rose Garden Lane Suite 130, Phoenix, Arizona 85050 ("**Licensee**"). SherryWear and Senita Athletics are collectively referred to as the "**Parties**," or each, individually, a "**Party**."

RECITALS

WHEREAS, Licensor owns the right, title, and interest in and has the right to license to Licensee the Licensed Patents (defined below);

WHEREAS, Licensee wishes to obtain a license under the Licensed Patents for the Licensed Products (defined below);

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**.

"**Lump Sum License Fee**" has the meaning set forth in paragraph 3.1.

"**Licensed Patents**" means those patents listed in Schedule A attached hereto and any parent, continuation, continuation-in-part, divisional, reissue, reexamination, and foreign counterpart thereof.

"**Licensed Products**" means those products identified in Schedule A attached hereto including any derivations.

"**Related Persons**" means each Party's predecessors, successors, affiliates, and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, and representatives, and any and all persons acting or purporting to act on their behalf.

"**Valid Claim**" means a claim of an unexpired issued or granted Licensed Patent as long as the claim has not been admitted by Licensor or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

"Term" has the meaning set forth in paragraph 4.6.

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2. **Release and Covenant Not to Sue**.

2.1. Release of Claims. This Agreement resolves and releases any and all claims for any relief that could have been alleged for any reason, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, infringement of the Licensed Patents, or any other damages or losses, and including any and all claims relating to patents, trade secrets, and know-how on or before the Effective Date.

2.2. Covenant Not to Sue. Unless otherwise required or requested (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority), each Party hereby covenants that it will not directly or indirectly—alone or by, with, or through others—cause, induce, or authorize, or voluntarily assist, participate in, or cooperate in, the commencement, maintenance, or prosecution of any action or proceeding or demand of any kind or nature whatsoever against the other seeking or having the tendency to establish any liability on the part of or to exact any penalty, sanction, or other relief from or against the other Party arising from, or related to, the Licensed Products', alleged infringement of the Licensed Patents, or the Licensed Patents' validity.

2.3. Related Persons. The Parties' obligations and releases under this Agreement extend to each Party's Related Persons.

3. **License**.

3.1. License Grant. Licensor hereby grants to Licensee, subject to terms and conditions of this Agreement and expressly conditioned on Licensee's payment of the License Fee, a non-exclusive, non-sublicensable, non-transferrable license under the Licensed Patents, subject to Section 4.1, to make, use, offer to sell, sell, and import the Licensed Products into and from the United States.

3.2. Lump Sum License Fee. In exchange for the license grant in Section 3.1., Licensee agrees to pay to Licensor a $5,000 one-time lump sum license fee ("**Lump Sum License Fee**"). Payment shall be made within fourteen (14) days of the execution date of this Agreement. Entering into this Agreement, including payment of the License Fee, shall not be construed as an admission of infringement by Licensee of any of the Licensed Patents. The wire payment shall be sent to the address provided in Schedule B.

3.3. Reservation of Rights. All rights not expressly granted to Licensee hereunder are expressly reserved to Licensor.

3.5. Notice and Enforcement. Licensor has the sole right and discretion to bring an infringement action or defend an invalidity contention concerning the Licensed Patents and

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reserves the right to attempt to resolve any claims relating to the Licensed Patents and control the conduct of those efforts; Licensor shall bear its own fees, costs, and expenses in any such action except as otherwise stated in this Agreement. To the extent Licensee is involved with any of Licensor's activities related to the Licensed Patents, Licensee will use its best efforts to cooperate at Licensor's expense for all related fees, costs, and expenses.

3.6. Compliance With Laws. Licensor shall instruct Licensee on how Licensee shall mark each of the Licensed Products listed in Schedule A with the word "patent" or the abbreviation "pat." and either the numbers of the Licensed Patent or a web address of, and maintained by, the Licensor that is freely accessible to the public and that associates the Licensed Products with the relevant Licensed Patent. Licensee shall not, directly or indirectly, export or re-export the Licensed Products in violation of any applicable laws. Licensee shall otherwise comply with all applicable laws related to this Agreement, including any provisions necessary for Licensor or Licensee to fully enjoy the rights, privileges, and benefits of this Agreement.

3.7. Maintenance. Licensor (or its successor or assign) will be solely responsible for maintaining the Licensed Patents.

3.8. Infringement of Other Patents. Licensor will bear no responsibility for any Licensed Products' infringement of any patent that is not one of the Licensed Patents. In such circumstances, Licensee will be responsible for the Licensed Products' infringement, including any related defense, judgments, or other obligations.

3.9. Indemnification. Licensor will fully indemnify Licensee and its Related Persons from any third-party claim for improper or false patent marking.

3.10 Royalty Stacking. Licensee may deduct or be reimbursed for up to fifty percent of the Lump Sum License Fee otherwise due to third party(ies) for royalties or other amounts paid by Licensee to third party(ies) to make, use, offer to sell, or sell the Licensed Product.

3.11. Termination. Licensor may terminate this Agreement immediately by written notice to Licensee if: (i) Licensee fails to effectuate the Payment under this Agreement on the due date and remains in default more than 30 days after Licensor's written notice to make the Payment; (ii) Licensee is dissolved or liquidated or takes any corporate action for that purpose or otherwise becomes insolvent; (iii) the financial disclosures made to Licensor are knowingly false; or (iv) Licensee materially breaches this Agreement, including but not limited to failing to comply with Section 3.6 of this Agreement, and, if the breach is curable, fails to cure that breach within 30 days of receiving written notice of the breach from Licensor.

3.12. Independent Contractors. The relationship between Licensor and Licensee is that of independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties.

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3.13. Notices. All notices, requests, consents, demands, claims, waivers, and other communications must be in writing and sent to the respective Party at the address indicated below:

If to Licensor:	Jameson Joseph Pasek, Esq. Caldwell Law, LLC 200 Clarendon, 59thFloor Boston, Massachusetts 02116 jameson@caldwelllaw.com
If to Licensee:	Jason W. Croft, Esq. Buchalter, APC 60 E. South Temple, Suite 1200 Salt Lake City, Utah 84111 jcroft@buchalter.com

4. **Miscellaneous**.

4.1. Legally Binding, Representations, and Remedies.
(a) The Parties intend this Agreement to be legally binding upon and that it shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.

(b) Licensor enters into this Agreement in reliance on Licensee's disclosure of information to Licensor, including financial information about Licensee ("**Disclosures**"). By entering this Agreement, Licensee acknowledges that: (i) Licensor's entry into this Agreement on the terms provided herein is conditioned on and made in reliance on the truth and material completeness of Licensee's Disclosures; and (ii) any material failure of those Disclosures—whether by falsity or omission—is a material breach of this Agreement.

(c) By signing below, each Party warrants and represents that the person signing on each Party's behalf has authority to bind that Party and its execution of this Agreement is not in violation of any by-law, covenants, or other restrictions placed upon the Party.

(d) Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching party irreparable harm, for which a damages award would not be adequate compensation, and in the event of such breach each Party shall be entitled to seek equitable relief, including in the form of a temporary, preliminary, or permanent injunction, specific performance, and other relief that may be available. Such remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law and equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(e) In the event that any action, suit, or other legal or administrative or arbitration proceeding (collectively, "action") is instituted or commenced by either Party hereto against another Party arising out of or related to this Agreement, the prevailing party shall

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be entitled to recover its actual attorneys' fees, costs, and expenses incurred as a result of the acts giving rise to such action from the non-prevailing party.

4.2. Entire Agreement, No Oral Modification. The recitals set forth above are incorporated and made part of this Agreement. This Agreement is the entire agreement and understanding of the Parties and supersedes all prior negotiations and agreements or proposals, whether written or oral, concerning the subject matter of this Agreement. No modification of this Agreement shall be binding unless it is made in writing and signed by each of the Parties hereto.

4.3. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Florida without regard for any jurisdiction's choice of law provisions that would require application of different law. Any dispute arising out of or related to this Agreement shall be resolved under the Commercial Rules of the American Arbitration Association. Any arbitration proceedings shall take place in Vero Beach, Florida before a single arbitrator approved by the American Arbitration Association.

4.4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.5. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.6. Term. This Agreement is effective as of the Effective Date and, unless terminated, will continue in full force and effect for the Licensed Products until the expiration of the last to expire Valid Claim of the Licensed Patents.

[*SIGNATURES ON NEXT PAGE*]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SherryWear, LLC

By: Sharon Goff
Name: Sharon Goff
Title: President

Senita Athletics, LLC

DocuSigned by:
By: Andrew Pogue
0A1C7B6B6B1DC466
Name: Andrew Pogue
Title: Owner

[*SCHEDULE A ON NEXT PAGE*]

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SCHEDULE A

Licensed Patents

U.S. Patent No. 10,869,510

U.S. Patent No. 10,244,800

U.S. Patent No. 10,219,550

U.S. Patent No. 9,808,036

Licensed Products

1. "Sarah Sports Bra"
2. "Perfect Pocket Sports Bra"
3. "Hustle Sports Bra"
4. "Flight Bra"
5. "Sculpt Support Bra"

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SCHEDULE B

To:	First Republic Bank 111 Pine Street, San Francisco, CA 94111
FOR CREDIT OF:	Caldwell Intellectual Property Law
Routing #:	321081669
Address:	200 Clarendon Street, 59th Floor, Boston, MA 02116
Credit Account #:	80010086629
By Order of:	[Name of Sender]

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