

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7799414

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	IMRAN AKHUND	09/29/2022
RECEIVING PARTY DATA		
Name:	HEMP PERFORMANCE TECHNOLOGIES, INC.	
Street Address:	1219 N. ROSEBURG COURT	
City:	VISALIA	
State/Country:	CALIFORNIA	
Postal Code:	93291	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10202313
CORRESPONDENCE DATA		
Fax Number:	(559)705-1870	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	559-825-3800	
Email:	justin@properdefense.com	
Correspondent Name:	JUSTIN VECCHIARELLI	
Address Line 1:	677 W. PALMDON DRIVE, SUITE 201	
Address Line 4:	FRESNO, CALIFORNIA 93704	
NAME OF SUBMITTER:	JUSTIN VECCHIARELLI	
SIGNATURE:	/Justin Vecchiarelli/	
DATE SIGNED:	02/15/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 19		
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PATENT LICENSE AGREEMENT

This Patent License Agreement ("**Agreement**"), dated as of September 29, 2022 (the "**Effective Date**"), is by and between Imran Akhund, an individual, located at 4901 W. Rialto Court, Visalia, California 93277 ("**Licensor**") and Hemp Performance Technologies, Inc., a California corporation, located at 1219 N. Roseburg Court, Visalia, California 93291, or any of its Affiliates, Subsidiaries, and Successors ("**Licensee**"), so long as the name of Licensee or any of its Affiliates, Subsidiaries and Successors does not contain the word "Love" in it (collectively, the "**Parties**," or each, individually, a "**Party**").

WHEREAS, Licensor and his biological mother, Exetta Akhund ("**Exetta**") are plaintiffs in a lawsuit filed in the Superior Court of the County of Tulare, California that was assigned Case No. VCU287311, against Licensee and other defendants (the "**Lawsuit**") that all of the parties to the Lawsuit settled on September 29, 2022 and was memorialized in that certain Confidential Settlement Agreement and Mutual Release dated September 29, 2022 (the "**Settlement Agreement**");

WHEREAS, under the terms of the Settlement Agreement, Licensor has agreed to grant to Licensee a patent licensing agreement for the Licensed Patents, as defined below;

WHEREAS, Licensor owns the entire right, title, and interest in and has the right to license to Licensee the Licensed Patents; and

WHEREAS, Licensee wishes to practice the Licensed Patents in the Territory in connection with the Licensed Products and Licensor is willing to grant to Licensee a license to and under the Licensed Patents on the terms and conditions set out in this Agreement.

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. For purposes of this Agreement, the following terms have the following meanings:

"**Action**" has the meaning set forth in Section 16.1.

"**Affiliate**" of a Person means any other Person that, at any time during the Term, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "controlled by" and "under common control with" have correlative meanings.

"**Agreement**" has the meaning set forth in the preamble.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which commercial banks in Los Angeles, California are authorized or required by Law to be closed for business.

"Change of Control" means with respect to a Person: (a) an acquisition, reorganization, merger, or consolidation of such Person by or with any other Person in which the holders of the voting securities of such Person outstanding immediately before such transaction cease to beneficially own at least twenty percent (20%) of the combined voting power of the surviving entity, directly or indirectly, immediately after such transaction; (b) a transaction or series of related transactions in which any other Person, together with its Affiliates (if applicable), becomes the beneficial owner of eighty percent (80%) or more of the combined voting power of the outstanding securities of such Person; or (c) the sale or other transfer to any other Person of all or substantially all of such Person's assets.

"Confidential Information" means all non-public, confidential, or proprietary information of Licensor or its Affiliates, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and includes the terms and existence of this Agreement and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically: (a) Licensor's other unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; and (b) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for Licensee or its Affiliates that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.

Confidential Information does not include information that Licensee can demonstrate by documentation: (w) was already known to Licensee or its Affiliates without restriction on use or disclosure prior to the receipt of such information directly or indirectly from or on behalf of Licensor/Effective Date; (x) was or is independently developed by Licensee or its Affiliates without reference to or use of any Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Licensee or its Affiliates; or (z) was received by Licensee or its Affiliates from a third party who was not, at the time, under any obligation to Licensor or any other Person to maintain the confidentiality of such information.

"Effective Date" has the meaning set forth in the preamble.

"Governmental Authority" means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory authority), commission, board, or bureau thereof, or any court, tribunal, or arbitrator.

"Improvement" means any modification of or improvement or enhancement to any Licensed Product.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any

federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Licensed Patent(s)" means the patents listed in Schedule A.

"Licensed Patent Challenge" has the meaning set forth in Section 9.

"Licensed Product(s)" means any product sold that utilizes the formula that makes up the Licensed Patents.

"Licensee" has the meaning set forth in the preamble.

"Licensor" has the meaning set forth in the preamble.

"Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

"Party" has the meaning set forth in the preamble.

"Person(s)" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means a Party's and its Affiliates' employees, officers, directors, consultants, and legal advisors.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, or other business entity that is controlled by such Person, and "control" has the meaning given to it in the definition of "Affiliate."

"Term" has the meaning set forth in Section 17.1.

"Territory" means those countries identified in Schedule B.

"Upfront Payment" has the meaning set forth in Section 6.1.

"Valid Claim" means, on a country-by-country basis, 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.

2. Grant.

2.1 Patent License. Subject to the terms and conditions of this Agreement and expressly conditioned on Licensee's timely payment of the Upfront Payment, Licensor hereby grants to Licensee during the Term a nontransferable, nonsublicensable, non-

exclusive right and license under the Licensed Patents to make, use, offer to sell, and sell Licensed Products in the Territory; provided, however, that the right and license granted in this Section 2.1 is expressly limited to Licensed Products.

2.2 No Laundering. The right and license granted to Licensee hereunder are intended to cover only bona fide products or services of Licensee and do not cover any activity of or arrangement with any third party for the primary purpose of extending rights under the Licensed Patents to such third party or to cover such third party's products. Without limiting the foregoing, Licensee shall not "have made" any Licensed Products from designs owned by any unlicensed third party solely for resale to or on behalf of such third party.

2.3 Licensor Reservation of Rights. Licensor reserves the right to make, use, offer to sell, sell, and import Licensed Products anywhere in the world Notwithstanding the exclusive character of certain licenses granted in this Agreement, Licensee takes such licenses subject to any rights granted to third parties established by agreements entered into by Licensor before the Effective Date and all renewals and extensions thereof.

2.4 Limited Grant. Except for the rights and licenses granted by Licensor under this Section 2, this Agreement does not grant to Licensee or any other Person any right, title, or interest by implication, estoppel, or otherwise. Without limiting the foregoing, nothing in this Agreement grants by implication, estoppel, or otherwise, any right, title, or interest in, to, or under any patents owned or controlled by Licensor other than Licensed Patents. All rights, titles, and interests not specifically and expressly granted by Licensor hereunder are hereby reserved.

3. Section Intentionally Omitted.

4. Section Intentionally Omitted.

5. Section Intentionally Omitted.

6. Royalties.

6.1 Upfront Payment. In consideration of its license to the Licensed Patents under this Agreement, Licensee shall pay to Licensor, concurrently with the execution of this Agreement, an initial payment of One Dollar and Zero Cents (\$1.00) (the "**Upfront Payment**") by wire transfer to a bank account to be designated in writing by Licensor. The Upfront Payment is not refundable.

7. Section Intentionally Omitted.

8. Patent Prosecution and Maintenance. For each patent and patent application included within the Licensed Patents, Licensor will be solely responsible for, and make all decisions concerning, the preparation, filing, prosecution, and maintenance thereof.

9. Challenges to Licensed Patents. If, during the Term, Licensee institutes or actively participates as an adverse party in, or otherwise provides material support to, any action, suit, or

other proceeding in the Territory to invalidate or limit the scope of any Licensed Patent claim or obtain a ruling that any Licensed Patent claim is unenforceable or not patentable or that any Licensed Products would not, but for the licenses granted hereunder, infringe one or more claims of any Licensed Patent ("**Licensed Patent Challenge**"), Licenser may immediately terminate this Agreement with notice to Licensee and with no opportunity for Licensee to cure.

10. Enforcement; Third-Party Infringement Claims.

10.1 Notice of Infringement or Third-Party Claims. If (a) either Party believes that any Licensed Patent is being infringed or misappropriated by a third party in the Territory, or (b) if a third party alleges that any Licensed Patent is invalid or unenforceable, or claims that a Licensed Product, or its use, development, manufacture, or sale infringes such third party's intellectual property rights in the Territory, the Party possessing such belief or awareness of such claims shall promptly provide written notice to the other Party and provide it with all details of such infringement or claim, as applicable, that are known by such Party.

10.2 Right to Bring Action or Defend.

(a) Licenser has the sole right and discretion to bring an infringement or misappropriation action concerning any Licensed Patent, defend any declaratory judgment action concerning any Licensed Patent, and take any other lawful action reasonably necessary to protect, enforce, or defend any Licensed Patent, and control the conduct thereof and attempt to resolve any claims relating to any Licensed Patent, including by (a) prosecuting or defending any *inter partes* review, post-grant review, covered business method patent review, opposition, derivation, interference, declaratory judgment, federal district court, US Patent and Trademark Office, US International Trade Commission, or other proceeding of any kind, and (b) taking any other lawful action that Licenser, in its sole discretion, believes is reasonably necessary to protect, enforce, or defend any Licensed Patent. Licenser has the right to prosecute or defend any such proceeding in Licenser's own name or, if required by applicable Law, in the name of Licensee and may join Licensee as a party in such case. Licenser shall bear its own costs and expenses in all such proceedings and have the right to control the conduct thereof and be represented by counsel of its own choice therein.

(b) Licensee shall and hereby does irrevocably and unconditionally waive any objection to Licenser's joinder of Licensee to any proceeding, if required by law, described in Section 10.2(a) on any grounds whatsoever, including on the grounds of personal jurisdiction, venue, or *forum non conveniens*. If Licenser brings or defends any such proceeding, Licensee shall cooperate in all respects with Licenser in the conduct thereof, and assist in all reasonable ways, including having its employees testify when requested, and make available for discovery or trial exhibit relevant records, papers, information, samples, specimens, and the like, at Licensee's own cost.

10.3 Recovery and Settlement. If Licenser undertakes the enforcement or defense of any Licensed Patent:

(a) any recovery, damages, or settlement derived from such suit, action, or other proceeding will be retained in its entirety by Licensor; and

(b) Licensor may settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of Licensee.

10.4 If any suit, action, or other proceeding alleging invalidity or non-infringement of any Licensed Patent is brought against Licensee, Licensor, at its option, will have the right to intervene and take over the sole defense of the suit, action, or other proceeding at its own expense.

11. Compliance with Laws.

11.1 Patent Marking. Licensee shall comply with the patent marking provisions of 35 USC § 287(a) by marking all Licensed Products with the word "patent" or the abbreviation "pat." and either the numbers of the relevant Licensed Patents or a web address that is freely accessible to the public and that associates the Licensed Products with the relevant Licensed Patents. Licensee shall also comply with the patent marking Laws of the relevant countries in the Territory.

11.2 Recordation of License. If recordation of this Agreement or any part of it with a national or supranational Governmental Authority is necessary for Licensee or Licensor to fully enjoy the rights, privileges, and benefits of this Agreement, Licensee shall, at its own expense and within ten (20) Business Days of the full execution of this Agreement, record this Agreement or all such parts of this Agreement and information concerning the license granted hereunder with each such appropriate national or supranational Governmental Authority. Licensee shall (a) provide to Licensor for Licensor's review and approval all documents or information it proposes to record at least ten (10) Business Days prior to the recordation thereof, and (b) promptly notify Licensor with verification of Licensee's recordation or any related Governmental Authority ruling. In making any such disclosures, Licensee shall maintain, to the fullest extent permitted by Law, the confidentiality of this Agreement, the terms and conditions of this Agreement, and any other Licensor Confidential Information.

11.3 Export Compliance. Licensee shall not, directly or indirectly, export or re-export the Licensed Products (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of any applicable Laws.

12. Confidentiality.

12.1 Confidentiality Obligations. Licensee (the "**Receiving Party**") acknowledges that in connection with this Agreement it will gain access to Confidential Information of Licensor (the "**Disclosing Party**"). As a condition to being provided with Confidential Information, the Receiving Party shall, during the Term and for ten (10) years thereafter:

(a) not use the Disclosing Party's Confidential Information other than as strictly necessary to perform its obligations under this Agreement; and

(b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 12.2, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

(i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights concerning the Confidential Information, under this Agreement;

(ii) have been apprised of this restriction; and

(iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section 12.1, provided further that the Receiving Party will be responsible for ensuring its Representatives' compliance with, and will be liable for any breach by its Representatives of, this Section 12.1.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

12.2 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under Section 12; and

(b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance under Section 12, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

13. Representations and Warranties.

13.1 Mutual Representations and Warranties. Each Party represents and warrants to the other party that as of the Effective Date:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

13.2 Licensee Representation and Warranties. Licensee represents and warrants that it has not received any notice or threat of any claim, suit, action, or proceeding, and has no knowledge or reason to know of any information, that could: (a) invalidate or render unenforceable any claim of any Licensed Patent; (b) prove that the Licensed Products are not covered by any claim of any Licensed Patent; or (c) cause any claim of any Licensed Patent to fail to issue or be materially limited or restricted as compared with its currently pending scope. For purposes of this Section 13.2, "Licensee's knowledge" means the good faith understanding of the facts and information in the possession of Licensee's officers as of the Effective Date, but without any duty to conduct any investigation with respect to such facts and information.

14. Licensor Representations and Warranties. Licensor represents and warrants that, to Licensor's knowledge: (a) Licensor is the owner of the entire right, title, and interest in and to the Licensed Patents; (b) Licensor has not granted to any third party any licenses or other rights under the Licensed Patents that are in conflict with the terms and conditions of this Agreement; and (c) the patents and patent applications identified on Schedule A are all the patents and patent applications owned by Licensor as of the Effective Date that are necessary for the manufacture, use, sale, offer for sale, or importation of any Licensed Products in the Territory. For purposes of this Section 13.3, "Licensor's knowledge" means the good faith understanding of the facts and information in the possession of Licensor's officers as of the Effective Date, but without any duty to conduct any investigation with respect to such facts and information. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE LICENSED PATENTS, THE ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY PURPOSE, OR LIKELIHOOD OF SUCCESS (COMMERCIAL, REGULATORY OR OTHER) OF THE LICENSED PRODUCTS, AND ANY OTHER TECHNICAL INFORMATION, TECHNIQUES, MATERIALS, METHODS, PRODUCTS, PROCESSES, OR PRACTICES AT ANY TIME MADE AVAILABLE BY LICENSOR, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR WILL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE

ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT, OR THE PRACTICE OF THE LICENSED PATENTS; (B) THE USE OF OR ANY ERRORS OF OMISSIONS IN ANY KNOW-HOW, TECHNICAL INFORMATION, TECHNIQUES, OR PRACTICES DISCLOSED BY LICENSOR; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

15. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16. Indemnification.

16.1 Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party and its Affiliates, and each of its Affiliates' respective officers, directors, employees, agents, successors, and assigns against all Losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) a Party's breach of any representation, warranty, covenant, or obligation under this Agreement, or (b) use of the Licensed Patents, or (c) any use, sale, transfer, or other disposition by of Licensed Products or any other products made by use of Licensed Patents (each an "**Action**").

16.2 Indemnification Procedure. Each Party shall notify the other Party in writing of any Action and cooperate with the other Party at its sole cost and expense. Subject to Section 10, Licensee shall not settle any Action in a manner that adversely affects the rights of Licensor or its Affiliates without Licensor's or its Affiliates' prior written consent. Licensor's or its Affiliates' failure to perform any obligations under this Section 16.2 will not relieve Licensee of its obligation under Section 16 except to the extent Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensor and its Affiliates may participate in and observe the proceedings at their own cost and expense with counsel of their own choosing.

17. Term and Termination.

17.1 Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 17.2, will continue in full force and effect for each Licensed Product and country in the Territory on a Licensed Product-by-Licensed Product and country-by-country basis until the expiration of the last to expire Valid Claim of a Licensed Patent in such country (the "**Term**").

17.2 Termination for Cause. Licensor may terminate this Agreement immediately by giving written notice to Licensee if:

(a) Licensee breaches this Agreement (other than through a failure to pay any amounts due under this Agreement) and, if such breach is curable, fails to cure such breach within ten (10) Business Days of Licensor's written notice of such breach;

(b) Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(c) Licensee undergoes a Change of Control.

17.3 Effect of Termination.

(a) Within ten (10) Business Days after termination or expiration of this Agreement, Licensee shall: (i) immediately cease all activities concerning, including all practice and use of, the Licensed Patents; and (ii) within ten (10) Business Days after termination or expiration: (A) return to Licensor all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information; (B) permanently erase such Confidential Information from its computer systems; and (C) certify, if asked to do so at the time, in writing to Licensor that it has complied with the requirements of this Section 17.3(a).

(b) Work-in-Progress. Upon any such termination as provided in Paragraph 16.2, Licensee shall be entitled to finish any work-in-progress and to sell any completed inventory of a Licensed Product covered by such license which remain on hand as of the date of the termination,

17.4 Survival. The rights and obligations of the Parties set forth in this Section 17.4 and Section 1 (Definitions), Section 6 (Royalties), Section 9 (Challenges to Licensed Patents), Section 12 (Confidentiality), Section 13 (Representations and Warranties), Section 16 (Indemnification), Section 17.3 (Effect of Termination), and Section 18 (Miscellaneous), and any right, obligation, or required performance of the Parties in this Agreement which, by

its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

17.5 Binding Upon Successors and Assigns. Subject to the limitations on assignment herein, this Agreement shall be binding upon and inure to the benefit of any successors in interest and assigns of Licensor and Licensee. Any such successor or assignee of Licensor shall expressly assume in writing the performance of all the terms and conditions of this Agreement to be performed by Licensor.

18. Miscellaneous.

18.1 Force Majeure. The Parties will not be in default by reason of any failure or delay in the performance of their obligations hereunder where such failure or delay is due to any circumstance or cause beyond their reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning.

18.2 Further Assurances. Each Party shall, upon the request, and at the sole cost and expense, of the other party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

18.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party has authority to contract for or bind the other party in any manner whatsoever.

18.4 No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which may not be unreasonably withheld or delayed.

18.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Licensor:

4901 W. Rialto Court

Visalia, California 93277

Email: imran@protreesnutrients.com

Attention: Imran Akhund

With a Copy to:

Proper Defense Law Corporation
677 W. Palmdon Drive, Suite 201
Fresno, California 93704
Email: justin@properdefenselaw.com
Attention: Justin Vecchiarelli, Esq.

If to Licensee:

1219 N. Roseburg Court
Visalia, California 93291
Email: Farhan@hpnutrients.com
Attention: Farhan Lilani

With a Copy to:

Mazina Law
100 Pine Street, Suite 1250
San Francisco, California 94111
Email: aman@pharmhealthlaw.com
Attention: Aman Kaur, Esq.

Notices sent in accordance with this Section ~~18.5~~ will be deemed effective: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

18.6 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

18.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

18.8 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, including, but not limited to, the Settlement Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, including the Settlement Agreement, the following order of precedence will govern: (a) first, the Settlement Agreement; (b) second, this Agreement, excluding its Schedules; and (c) third, the Schedules to this Agreement as of the Effective Date.

18.9 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensors prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 18.9 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Use of the Licensed Patent by Licensee's Affiliates, Subsidiaries, and Successors is not deemed an assignment or transfer under this paragraph.

18.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

18.11 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not

affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect 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.

18.13 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

(b) Any action, suit, or other proceeding arising out of or related to this Agreement, the licenses granted hereunder, the validity or enforceability or scope of any Licensed Patent claim, whether a Licensed Product infringes a Valid Claim, or including any Licensed Patent Challenge, must be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of Tulare and County of Tulare. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any action, suit, or other proceeding brought in any such court.

18.14 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

18.15 Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

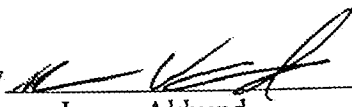
18.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party will be entitled to recover its actual attorneys' fees and court costs from the non-prevailing Party.

18.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will 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 (to which assigned PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

"LICENSOR"

By 
Name: Imran Akhund

"LICENSEE"

HEMP PERFORMANCE TECHNOLOGIES,
INC.

By _____
Name: Bahadur Ali Lilani
Title: Owner

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

"LICENSOR"

By _____
Name: Imran Akhund

"LICENSEE"

HEMP PERFORMANCE TECHNOLOGIES,
INC.

By _____
Name: Bahadur Ali Lilani
Title: Owner

SCHEDULE A

LICENSED PATENTS

United States Patent No. US-10202313-B2 that was granted on February 12, 2019

SCHEDULE B

TERRITORY

Anywhere in the world.