



Office of Trademark & Licensing Services

1100 Kinnear Road, Suite 210  
Columbus, OH 43212-1152  
Phone 614-292-1362  
FAX 614-292-2023

Handwritten initials or mark.

December 7, 1998

Dear Applicant:

Congratulations, you have been awarded a license for use of the Ohio State trademarks!  
Please review the following information, which will help us expedite the completion of the licensing process.

- This offer is extended for a period of six months from the date of this letter.
- Return executed agreement and all information to Linda Hall, Licensing Coordinator.
- Return all pages of the **ORIGINAL** agreement (a copy is unacceptable).
- Include a royalty advance in the amount of \$500.00 payable to The Ohio State University.
- Include proper *signatures* on the text section of the agreement.
- Any Alterations must be one-line strike throughs and initialed. Changes are subject to the review and approval of The Ohio State University legal counsel.
- The Insurance section of Schedule A must be completed. The Ohio State University and its Board of Trustees must be named as an Additional Insured. (A Certificate Holder is unacceptable.)
- A fully executed copy of the agreement will be returned to your office along with camera-ready artwork.
- Use of our trademarks prior to your receipt of an executed license agreement between your company and The Ohio State University may result in the withdrawal of the offer of the license agreement.

Should you have questions, please do not hesitate to contact us. We look forward to working with you.

LICENSING AGREEMENT

QUESTION - (1)  
Could Aaron  
CLARK Enter Agre  
with John Ferraro  
based on Resaurus  
Contract

This Licensing Agreement (this "Agreement"), effective as of 4/20/98, 1998, is entered into by and between the RESAURUS COMPANY, INC., an Ohio corporation doing business at 240 Outerbelt St., Suite C, Columbus, Ohio, 43213 (hereinafter referred to as "RESAURUS"), and Aaron Clark, and individual whose address is 7877 Oak Valley, Reynoldsburg, OH 43068 (hereinafter referred to as "CLARK").

The parties hereto intend to enter into this Agreement whereby CLARK is to grant to RESAURUS a license to use "Talking Posters" in connection with the business of RESAURUS.

It is agreed between the parties as follows:

a. Upon execution of this Agreement by both parties hereto, RESAURUS is granted the license to use "Talking Posters" in connection with the manufacture, sale and distribution of certain articles and products developed, created or generated by RESAURUS in the course of RESAURUS' business during the term and in the territory set forth in this Agreement.

b. The term of this Agreement shall commence upon execution of this Agreement by both parties hereto and shall expire two (2) years from such date unless sooner terminated as provided herein. During the term hereof, CLARK shall not grant the same or similar license to any party without RESAURUS' prior written approval.

c. RESAURUS may terminate this Agreement upon 30 days notice to CLARK. CLARK may terminate this Agreement after the first anniversary hereof if the sum of all payments made to him by RESAURUS during the first two (2) years hereof totals less than sixty thousand dollars (\$60,000).

d. The articles and products subject to the license granted by CLARK to RESAURUS may be manufactured, sold and distributed worldwide.

e. For the license granted herein, RESAURUS will pay to CLARK ten percent (10%) of the gross revenues generated by RESAURUS' use of such license. Payments required hereunder will be made within fifteen (15) days from the end of each month. All payments shall be sent to CLARK at the above address.

f. Prior to RESAURUS' distribution and sale of final articles or products subject to this license, RESAURUS shall submit the same to CLARK for approval. CLARK shall reply to RESAURUS in writing within 14 days of receipt of the articles or products, and shall not unreasonably withhold such approval.

CLARK represents and warrants that he owns "Talking Posters" and that the same has been duly patented and trademarked in his name. CLARK agrees to indemnify RESAURUS

against all claims, suits, damages and expenses, including reasonable legal fees, arising out of CLARK'S breach of his representations and warranties herein. RESAURUS does not make any warranties or representations as to the popularity, success or viewership in connection with its use of the license granted herein.

h. CLARK, during the term hereof and with prior written notice to RESAURUS, shall maintain the right to perform individual projects from time to time that, at the time of determination, may not fit into the product lines and/or product scope of RESAURUS.

i. CLARK shall have a first right of refusal on all domestic manufacturing assembly projects provided CLARK'S total all in pricing is at least 5% less than RESAURUS' then current best all in bid price.

IN WITNESS WHEREOF, the undersigned parties are authorized to execute this Agreement as set forth above.

RESAURUS COMPANY, INC.

By:  
Its:

  
PRESIDENT

AARON CLARK, an individual



4/20/98



# NEW LINE CINEMA

May 6, 1999

Dear Licensee,

We would like to display your Austin Powers merchandise in the New Line Cinema booth at the Licensing Show in June.

Therefore, please send 2 samples of your product to my attention by May 28<sup>th</sup>. If your product is not in the production stage by this date, please send a mocked up sample.

Please call me at (212) 649-4853 should you have any questions regarding this letter.

Sincerely,

Allison Hershfeld  
Licensing and Merchandising

Cc: Heidi Liebig

## DEAL MEMO

PROPERTY:	Austin Powers		
DATE:	December 10, 1998		
LICENSEE/CONTACT:	Audio Images Talking Posters	JOHN PERRANO	
	7877 Oak Valley Drive		
	Reynoldsburg, OH 43068		
	U.S.		
ATTN:	Mr. Aaron Clark		
PHONE:	(614) 860-0996	FAX:	(614) 279-9315
PRODUCT:	Talking posters	Min. Wholesale Price:	\$4.50
	1. talking posters (patented) 18" x 26" to be sold cardboard backed and shrink wrapped.		
MARKETING DATE:	March 15, 1999		
SHIP DATE:	April 15, 1999		
GUARANTEE:	\$10,000		
Payable As:	\$2,500 payable upon earlier of shipment of Licensed Products or contract execution, \$2,500 payable on or before 6/30/99, balance due upon contract expiration.		
* ROYALTY RATE:	the greater of 12% of net sales (defined as net of returns) or .15 per poster		
TERM:	signing until 12/31/2000		
GRANT:	Non-exclusive		
TERRITORY:	United States and its territories and possessions		
SPECIAL NOTES:	1. Minimum of 1 design each for Austin Powers and Dr. Evil. 2. Any Austin Powers related product sold at mass market must be different from a design standpoint than any Austin Powers related product being sold into specialty and other retail distribution.		
AGREED TO AND ACCEPTED BY:	Aaron Clark & John Perrano		
ROUTING:	DLB,AA,DY		
DEAL MADE BY:	Randi Goodman		