

## Copyright Trade-name/Trademark Contract

Contract No. DOH-DOH08302016-01-CR

All rights reserved re common-law copyright of trade-name/trademark DAMIEN OLIN HEAD© — including any and all derivatives and variations in the spelling, i.e. DAMIEN O. HEAD, DAMIEN HEAD, D. HEAD, Damien O. Head, Damien Head, Head Damien, Head Damien O, D.O.Head, D. O. H. — Common Law Copyright © 2016 by Damien Olin Head. Said common-law trade-name/trademark, DAMIEN OLIN HEAD©, may neither be used nor reproduced, neither in whole nor in part, in any manner whatsoever, without the prior, express, written consent and acknowledgement of Damien Olin Head as signified by the red-ink signature of Damien Olin Head, hereinafter “Secured Party”.

**With the intent of being contractually bound**, any juristic person, as well as the agent thereof, consents and agrees by this Notice that neither said juristic person nor agent thereof shall display, nor otherwise use in any manner, the common-law trade-name/trademark DAMIEN OLIN HEAD©, nor the common-law copyright described herein, nor any derivative of, or any variation in the spelling thereof without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of DAMIEN OLIN HEAD©, and all such unauthorized use is strictly prohibited.

**Self-executing Contract/Security Agreement in Event of Unauthorized Use**: By this Notice, both the juristic person and the agent thereof, hereinafter jointly and severally “User”, consent and agree that any use of DAMIEN OLIN HEAD©, other than authorized use as set forth herein, constitutes unauthorized use and counterfeiting of Secured Party’s common-law copyrighted property, contractually binds User and renders this Notice a Security Agreement wherein User is Debtor and Damien Olin Head is Secured Party, and signifies that User:

(1) grants Secured Party a security interest in all of User’s assets, land and personal property, and all of User’s interest in assets, land and personal property, in the sum certain amount of \$500,000.00 per each occurrence of use of the common-law copyrighted trade-name/trademark DAMIEN OLIN HEAD©, as well as for each and every occurrence of use of any and all derivatives of and variations in the spelling of DAMIEN OLIN HEAD©, plus costs, plus triple damages;

(2) authenticates this Security Agreement wherein User is Debtor and Damien Olin Head is Secured Party, and wherein User pledges all of User’s assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, general intangibles, and all User’s interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, wherever located, as collateral for securing User’s contractual obligation in favor of Secured Party for User’s unauthorized use of Secured Party’s common-law copyrighted property;

(3) consents and agrees with Secured Party’s filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder’s office, wherein User is a Debtor and Damien Olin Head is Secured Party;

(4) consents and agrees that said UCC Financing Statement described in paragraph “(3)” is a continuing financing statement, and further consents and agrees with Secured Party’s filing of any continuation statement necessary for maintaining Secured Party’s perfected security interest in all of User’s property and interest in property pledged as collateral in this Security Agreement and described in paragraph “(2)” until User’s contractual obligation theretofore incurred has been fully satisfied;

(5) consents and agrees with Secured Party’s filing of any UCC Financing Statement, as described in paragraphs “(3)” and “(4)”, as well as the filing of any Security Agreement, as described in paragraph “(2)”, in the UCC filing office, as well as in any county recorder’s office;

(6) consents and agrees that any and all such filings described in paragraphs “(4)” and “(5)” are not, and may not be considered, bogus and that User will not claim that any such filing is bogus;

(7) waives all defenses; and

(8) appoints Secured Party as Authorized Representative for User, effective upon User’s default re User’s contractual obligations in favor of Secured Party as set forth in “Payment Terms” and “Default Terms”, granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited to, authentication of a record on behalf of User as Secured Party, at Secured Party’s sole discretion, and as Secured Party deems appropriate, and User further consents and agrees that this appointment of Secured Party as

Debtor Initials *DH*

Secured Party Initials *DH*

Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest.

**User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:**

**Payment Terms:** In accordance with fees for unauthorized use of DAMIEN OLIN HEAD© as set forth herein, User hereby consents and agrees that User shall pay Secured Party all unauthorized use fees in full within ten (10) days of the date User is sent Secured Party's invoice, hereinafter "Invoice", itemizing said fees.

**Default Terms:** In event of non-payment in full of all unauthorized use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and property pledged as collateral by User as set forth in paragraph "(2)" immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner whatsoever at Secured Party's sole discretion including, but not limited to, sale at auction, at any time following User's default and without further notice any and all of User's property and interest, described in paragraph "(2)" formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, in Secured Party's sole discretion, deems appropriate.

**Terms for Curing Default:** Upon event of default, irrespective of any and all of User's former property and interest in property, described in paragraph "(2)", in the possession of, as well as disposed of by, Secured Party, as authorized by "Default Terms", User may cure User's default only re the remainder of User's said former property and interest, formerly pledged as collateral that is neither in the possession of nor otherwise disposed of by Secured Party within twenty (20) days of date of User's default only by payment in full.

**Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized use fees itemized in Invoice within said twenty (20) day period for curing default as set forth in "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period.

Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner Damien Olin Head, Autograph Common Law Copyright © 2016. Unauthorized use of "Damien Olin Head" incurs same unauthorized-use fees as those associated with DAMIEN OLIN HEAD©, as set forth in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use".

**Debtor DAMIEN OLIN HEAD©**

DAMIEN OLIN HEAD ©  
Debtor's Signature

[Handwritten Signature]  
Creditor's Signature

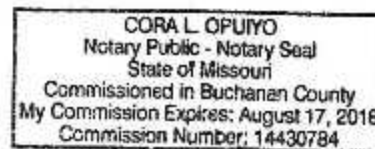
State of Missouri )  
 ) ss.  
Buchanan County )

**ACKNOWLEDGEMENT**

For the purpose of verification only, on the 31<sup>st</sup> day of August, 2016, Damien Olin Head personally appeared before me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed hereto and acknowledged to me that he/she executed the same. Witness my hand and seal this 31<sup>st</sup> day of August, 2016.

[Handwritten Signature]  
Notary Signature

Stamp



Debtor Initials DH

Secured Party Initials DH