



BECKER ASSOCIATES LICENSING AGENT AGREEMENT

Dear _____:

This Agreement between _____ and Becker Associates acknowledges that you are the owner of a concept under the name of:

_____ (hereinafter referred to as Item).

You represent and warrant that you are the sole and exclusive owner of the Item and that no one other than you has an interest therein. If, however, there are others who have rights to this Item, then you warrant that you have the authority to act on their behalf.

You further state that to your knowledge this Item in no way infringes upon any idea, work, or invention and to your knowledge there is no controversy, claim or patent infringement suit involving the Item pending. You represent that you have not received a U.S. Patent for the item. You agree that all patents, trademarks and copyrights already received or those eventually obtained for the Item will be assigned to Becker Associates at such time that a manufacturer notifies Becker Associates of its desire to license the Item.

You grant Becker Associates the sole and exclusive right to manufacture, sell, license and promote the Item for a period of three years from the date of this Agreement as first above written. You may extend the period Becker Associates has as exclusive representative of the Item at your discretion. In any event, you agree to give Becker Associates at least six months prior written notice of your intent to terminate this Agreement before termination becomes effective. However, if Becker Associates enters into a licensing Agreement for the manufacture or sale of the Item, all substantial rights to the Item shall immediately and automatically transfer to Becker Associates, and the rights granted herein shall continue.

You agree that all licensing agreements for the Item shall be between the licensee and Becker Associates as the licensor and that the conditions, provisions, and warranties of all licensing agreements shall be at Becker Associates' discretion. You agree that Becker Associates may change the name, form, material composition or design of the Item.

You agree that all advances against royalties received and future royalties earned on the Item shall be divided on the basis of 50% for Becker Associates and 50% for you. Within THIRTY (30) days of a licensee's signing of a licensing agreement for the Item, Becker Associates will provide you with a copy of that agreement. Within THIRTY (30) days after Becker Associates' receipt of a royalty payment and report from its licensee, Becker Associates will provide you with a copy of the report and a check in payment for your share of the proceeds.

If you have provided a model or sample of the Item to Becker Associates, you agree that if Becker Associates enters into a licensing agreement for the Item that model or sample shall become the permanent property of licensee. You agree that you will not disclose any information relating to this Item nor disclose a similar idea, work, or invention to any company, corporation or individual.

This Agreement shall inure to the benefit of the heirs, successors and assigns of Becker Associates and you. If any portion of this Agreement shall be declared invalid or inoperative the remainder of this Agreement shall not be affected thereby provided the basic intent of the parties has not been thus rendered incapable of achievement.

This Agreement shall be interpreted in accordance with the laws of the State of Connecticut.

BECKER ASSOCIATES

Patti Becker

Date

Agreed to by:

Print Your Name

Date

Signature

Date