



BAUMVISION

DEALERSHIP AGREEMENT

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This is a non-exclusive dealership agreement between BAUMVISION ("BV") and the undersigned dealer ("Dealer").

I. RECITALS

1. BV is the exclusive distributor of certain eyeglass frames commonly known under the following product names or registered trademarks: Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh ("the Trademarks").
2. BV manufactures or imports frames in limited quantities, and therefore, the number of dealers, and the sales made to those dealers, must be limited.
3. BV and Dealer desire to enter into a non-exclusive dealership agreement which sets forth their respective rights and obligations.

II. AGREEMENT

BV and Dealer, therefore, agree to the following terms, provisions, covenants and conditions:

1. Term. The initial term of this agreement shall be one (1) year, commencing on the date Dealer and BV execute this agreement. In the event this agreement is not signed by Dealer and returned to BV within thirty (30) days after the date Dealer receives this agreement, it shall be conclusively presumed that Dealer does not elect to be a dealer for the sale of Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh, nor does Dealer elect to place future orders for Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh.

Either party hereto shall have the right to notify the other party that it does not wish to extend the term of this agreement for an additional year by so notifying the other party no less than thirty (30) days prior to the end of the then applicable term. If neither party notifies the other, this agreement shall be automatically renewed for an additional year.

In addition to the provisions set forth in Paragraph 7 below, this Agreement is terminable at will by either BV or Dealer, for any reason, and termination shall be effective on the 30th day following receipt of written notice of termination from the terminating party.

2. Use of the Trademarks. Dealer warrants and represents that it shall not use the Trademarks, product names or logos for any purpose without the prior written consent of BV. Any such written consent by BV shall be solely for the purpose of advertising of BV frames directly purchased from BV. Under no circumstances shall Dealer be permitted to use the Trademarks, product names or logos for any other promotional purpose. In the event that BV's consent is obtained, Dealer shall only use Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh approved advertising materials when utilizing the Trademarks, product names or logos. Dealer agrees to comply with all guidelines that BV may set related to Dealer's use of the Trademarks and all other intellectual property related to the Trademarks (the "Intellectual Property"). BV has the right to review and approve, at its sole discretion, any use of the Trademarks and Intellectual Property and/or display of Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames. BV has the right to prohibit the use of the Trademarks and the Intellectual Property in any manner. Dealer agrees to discontinue use of the Trademarks and the Intellectual Property immediately upon termination of this agreement, upon breach of any term of this agreement or upon initiation of litigation related to this agreement. Except for the rights granted to Dealer in this agreement, BV and/or its licensors shall retain all right, title and interest in the Trademarks, Intellectual Property and Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames.



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3. Goodwill. Dealer acknowledges that a great deal of time and effort have gone into developing the goodwill surrounding Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames and the Trademarks, and Dealer agrees that it will not do anything which would jeopardize such goodwill. Dealer acknowledges that the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames are high quality, premium branded products which principally are sold to consumers who purchase the frames expecting that BV and its licensors will continue to maintain the high quality standards and image associated with the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames. Dealer agrees to use its best efforts to promote, market, and sell the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames and to enhance the reputation of, and goodwill associated with, the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames. Further, Dealer agrees to conduct its business and affairs with integrity and in an ethical, fair and honest manner which reflects favorably on the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames and the high quality image associated therewith and consistent with the provisions of this agreement and all applicable laws which may in any way relate to the marketing and sale of the Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames.

4. Locations. Dealer agrees it will sell BV's products from only the following location(s):

Store Name: _____

Address: _____

Phone Number: _____

Merchandise purchased from BV may not be transshipped to any unauthorized dealer or branch location that is not approved by BV. Dealer agrees that it will sell Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames only to end-user consumers and will not sell to other retailers or distributors unless approved in writing by BV. Dealer further agrees that it will sell Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames only from its retail store location listed above, and Dealer will not sell Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames from any other locations, including, without limitation, other retail locations, online websites or online auction locations such as eBay.

5. Agreement Personal to Dealer. This agreement is a personal contract with Dealer and the rights and obligations hereunder cannot be sold, transferred, assigned and/or licensed to any third party, person or association. Any attempted sale, transfer, assignment, or license of the rights and obligations under this agreement shall automatically be deemed null and void and a breach hereof. If Dealer is a corporation, the change in ownership of the majority of the corporation's outstanding shares shall be deemed an unauthorized transfer and a breach hereof.

6. Dealer Compliance with Invoice Terms. Dealer agrees to and shall timely comply with all of the terms and provisions of BV's invoices relating to Dealer's purchase of frames.

7. Default. In the event Dealer breaches or is in default of any provisions of this agreement, such breach and/or default shall conclusively be deemed a material breach and BV shall have the right to terminate this agreement by giving written notice of such termination to Dealer. Any outstanding invoice at that time of termination shall be paid by Dealer within five (5) business days after termination.

8. Limitation of Liability. BV's liability on any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of, or connected with this agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any Leisure Society, Kilsgaard, Paul Frank, Rebecca Minkoff, and Mothersbaugh frames covered by or furnished under this Agreement, shall in no case exceed the price allocable to the product which gives rise to the claim. All claims must be made within 30 calendar days following receipt of goods. BV SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.



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9. Prior Agreements. This agreement contains the full and complete understanding of the parties hereto, and supersedes and prior understanding, representations, discussions, and/or agreements, whether verbal, written or both. Modifications must be in writing and signed by BV and Dealer.

10. Relationship of Parties. Nothing herein contained shall constitute a partnership between, nor joint venture by, the parties hereto or constitute either party the agent of the other. Dealer has no obligation to purchase frames from BV, nor does BV have a duty or obligation to sell frames to Dealer.

11. Notices. All notices or other communication given hereunder shall be in writing and shall be deemed given on the date of personal service of such notice, or by when transmitted by facsimile (provided that copies of faxed notices are mailed by certified mail), or 72 hours after mailing by certified mail, returned receipt requested, to the respective parties' address.

12. Applicable Law. The validity, construction, and interpretation of this agreement shall be governed by the laws of the State of California applicable to agreements executed within and to be wholly performed within the State of California. By execution of this agreement, the parties hereto agree that the sole proper venue and jurisdiction for any judicial proceeding brought hereunder shall, at the option of BV be the courts located in Orange County, California. Dealer expressly waives the right to a jury in any action, proceeding or counterclaim brought by either of the parties against the other arising out of this agreement. In the event of ambiguity in this agreement, although the printed provisions of this agreement were drawn by BV, this agreement shall not be construed either for or against BV or Dealer, but shall be interpreted in accordance with the general tenor of the language in an effort to accomplish the intent of the parties.

13. Partial Invalidity. In the event any provision of this agreement is determined by a court of law to be invalid or unenforceable, the remaining provisions of this agreement shall continue to remain fully valid and effective.

14. Proprietary Rights of BV. Dealer shall not, during the term of this agreement or thereafter, question or challenge any proprietary rights of the validity of this agreement.

15. Waiver or Consent Limitation. A waiver by BV of any breach or default by Dealer hereunder shall not be a waiver of any other breach or default. BV's consent to, or approval of, any act by Dealer requiring BV's consent or approval shall not be deemed to waive or render unnecessary BV's consent to or approval of any subsequent similar act by dealer.

16. Attorney's Fees and Costs. Should either party hereto institute any action to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the other party.



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BAUMVISION ("BV")

("Dealer")

By _____

Shane Baum

Its *PRESIDENT*

By _____

Its _____

Address for Notices

3100 Pullman Street, Unit C

Costa Mesa, CA 92626

Address for Notices

Date _____

Facsimile *949.548.0454*

Date _____

Facsimile _____