

# License Agreement

This License Agreement (the “Agreement”) is entered into between Codes of Life, LLC (hereinafter “Grantor”), a Limited Liability Company (LLC) organized under the laws of the State of New Mexico, having its principle office at 117 Bryn Mawr Drive SE, Albuquerque, NM 87106, and Cal-X Stars Business Accelerator, Inc., d/b/a/ “Leonhardt’s Launchpads”, a company organized under the laws of the State of California (hereinafter “Grantee”), having its principle office at 12655 W. Jefferson Blvd, Los Angeles, CA 90066. Grantor and Grantee may also be referred to separately as “Party” or collectively as “Parties” throughout this Agreement.

Whereas, the Parties wish to enter into a License Agreement wherein Grantee receives exclusive patent rights from Grantor in the field of bladder control using bioelectronics signaling that can benefit efforts by Grantee’s affiliate, BladderCell LTP.

Accordingly, the parties now formally agree to the following terms.

1. Grant of Rights. In consideration of the Conditions to License outlined in paragraph 5, the Grantor grants the Grantee, its successors and assigns, exclusive worldwide rights to the patent listed in Appendix A for the sale and provision of any products, applications, services and inventions thereof the field of use consisting of bladder or urinary regeneration or control using bioelectronic signals.
2. Term. The Term shall be for the life of the patent listed in Appendix A unless Grantee or its assigns no longer exists as a company, fail to exit or complete a public offering within three (3) years of the effective date, or file for bankruptcy.

3. Effective Date. The Effective Date shall be the date that this Agreement is last signed by the Parties.
  
4. Confidentiality. The parties agree to maintain discussions and proprietary information revealed during negotiations of this Patent License Agreement in confidence, to disclose them only to persons within their respective companies having a need to know, and to furnish assurances to the other party that such persons understand this duty of confidentiality. Neither party, without prior written approval of the other, shall use or otherwise disclose to others, or permit the use by others of any confidential information of the other except for:
  - a court order directing the party to turn over the information (in which case, the other party will be first promptly notified), and/or
  - purposes of seeking or maintaining regulatory approval by an appropriate regulatory authority, e.g., by the US Food & Drug Administration, USDA, or a foreign equivalent (e.g., EMA) of a product or process covered by the patent (and only as allowed by this Agreement), or complying with any such regulation.

The confidentiality of any such data submitted to a court or regulatory authority shall be maintained to the extent reasonably possible.

5. Conditions to License. Grantor will present to Grantee for payment, and the Grantee will pay the Maintenance Fees due to the United States Patent and Trademark Office during the License Term for the patent listed in Appendix A. The Grantee shall further pay to the Grantor the following amounts in cash and equity and meet the equity assignment requirements within thirty (30) days after Effective Date:
  - a. Assign Grantor 500,000 vested shares of BladderCell LTP non-dilutable for one (1) year and then dilutable by no more than 37% upon acquisition or public offering; and

- d. Pay Grantor a royalty rate of three percent (3.0%) of the gross revenue earned by licensee from sublicensing royalties and sales of any products or services by Grantee or its affiliates to customers.
6. Assignment. This Option Agreement shall bind and benefit the Parties' successors and assigns. Neither party may assign rights under this Extended Option Agreement without the prior written consent of the other party.
7. Infringement by Third Parties. If either party learns of imitations or infringements of the licensed products or services, that party shall notify the other in writing of the infringements or imitations. Grantor shall have the right to commence lawsuits against third persons arising from infringement of the licensed products or services. If Grantor does not commence a lawsuit against an alleged infringer within sixty days of notification by Grantee, Grantee may commence a lawsuit against the third-party. Before the filing suit, Grantee shall obtain the written consent of Grantor to do so, and such consent shall not be unreasonably withheld. Grantor will cooperate fully and in good faith with Grantee for the purpose of securing and preserving Grantee's rights to the Property. Any recovery (including, but not limited to, a judgment, settlement, or licensing agreement included as resolution of an infringement dispute) shall be divided equally between the parties after deduction and payment of reasonable attorneys' fees to the party bringing the lawsuit.
8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transaction described in this Agreement, and no prior or simultaneous oral or other written representations or promises shall be a part of this Agreement or are otherwise effective. This Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.

9. Indemnity. Grantee shall indemnify, hold harmless, and defend Grantor and its trustees, officers, employees and agents against any and all allegations and actions for death, illness, personal injury, property damage, and improper business practices arising from use of the Rights granted in Paragraph 1.
  
10. Warranty. Rights granted herein pertain to technology that is experimental in nature and are provided WITHOUT WARRANTY OR REPRESENTATIONS OF ANY SORT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OF NON-INFRINGEMENT. Grantor makes no representations and provides no warranty that the use of the Rights granted herein will not infringe any patent or proprietary rights of third parties, nor that use of the Right granted when incorporated into any form of technology will not cause injury to humans.
  
11. Interpretation. The paragraph headings used in this Agreement are provided for convenience of reference only and shall not be used to interpret the provisions of this Agreement. In the event any provision of this Agreement proves to be illegal or unenforceable, the remaining provisions of this Agreement shall be interpreted as if such illegal or unenforceable provision were not a part of this Agreement.
  
12. Applicable Law. This Agreement is executed and delivered in the United States of America (USA) and shall be construed in accordance with the laws of the State of New Mexico and subject to the state and federal legal jurisdiction and venue thereof.

13. Dispute Resolution The Parties agree that every dispute or difference between them, arising under this Agreement, shall be settled first by a meeting of the Parties attempting to confer and resolve the dispute in a good faith manner. If the Parties cannot resolve their dispute after conferring, any Party may require the other Party to submit the matter to mediation, utilizing the services of an impartial professional mediator approved by all Parties. If the Parties cannot come to an agreement following mediation, a party may resort to litigation against the other in a court of competent jurisdiction.

To evidence their agreement to the foregoing terms and conditions, the Grantor and the Grantee have executed this Agreement below.

**Grantee:**  
Cal-X Stars Business Accelerator, Inc.

**Grantor:**  
Codes of Life, LLC.

By: \_\_\_\_\_

Date:

Howard Leonhardt, CEO



By: \_\_\_\_\_

Date: **July 23, 2019**

Luis M. Ortiz, MANAGING MEMBER

**APPENDIX A**  
**Patent for Exclusive Field of Use of Bioelectronic Signal Bladder Control**  
**Codes of Life, LLC**

Docket No.	Title	Filing Date	Serial No.	Patent No.	Issue Date
1000-2438	Method to Record, Store and Broadcast Specific Brain Waveforms to Modulate Body Organ Functioning	02/18/2014	11/437,096	<b>8,509,887</b>	08/13/2013