

Please sign and send 2 copies of the following agreement to:

Bob Kohler

6622 Tranquil Seas Court

Las Vegas, NV 89139

USA

Upon receipt of the signed agreements we will sign both copies and return a signed copy to you along with your order for "The Blades".

License and Confidentiality/Trade Secret Agreement Regarding “The Blades” Magic Trick.

This Agreement is entered into regarding the licensing of the right to learn and perform Scott Alexander’s (aka Scott Grocki) version of the classic magic trick, known here as “The Blades,” in which the performer appears to swallow sharp razor blades and some thread and then regurgitates the blades threaded together. This Agreement also sets forth the limited permission being granted to use the confidential, trade secret information taught on an instructional dvd.

1. Parties: The parties (“Parties”) to this License and Confidentiality-Trade Secret Agreement (“Agreement”), entered into in Clark County, Nevada are:

A. Kohler.” Bob Kohler Productions, LLC, (also referred to herein as the “Company”), a Nevada limited liability company doing business in Clark County, Nevada.

B. “ _____ ”
_____ (also referred to herein as “you” or Licensee)

2. License of the Materials: In return for a **\$795.00** fee and the covenants set forth herein, the Company grants you (subject to certain exceptions set forth herein) a non-exclusive, royalty free license to perform The Blades. In conjunction with the license, the Company will provide an instructional DVD to better ensure that you learn and retain the subject techniques and copyrighted presentation that you will be receiving the right to use (subject to the applicable limitations and conditions). As further discussed below, your license excludes the right to display, rent, duplicate, lend, or sell the DVD, and it further excludes the right to disclose to magicians or expose to anyone else any information taught in the DVD. The license regarding the DVD gives you permission only to view the DVD in the privacy of your home or office; it does not give you permission to transfer, publish, distribute, disclose, re-broadcast or copy the DVD (or the information therein) in any way.

Your license excludes the right to perform The Blades on television, film, video. It excludes the right to perform The Blades in any public theater or showroom or other public venue in Clark County, Nevada (which includes the city of Las Vegas). Your license also excludes the right to perform or disclose or discuss The Blades at all magic conventions, workshops, seminars, or

other meetings for magicians (including meetings of organizations such as local chapters of the International Brotherhood of Magicians and the Society of American Magicians). Scott Alexander retains all such rights.

This limited license to use the foregoing copyrighted and trade secret material and DVD, as set forth in this Agreement, lasts for the rest of your natural life, subject to your compliance with this Agreement. You may not transfer the license to a third party under any circumstances, and it expires upon your death or loss of capacity (at which point your executor or conservator or other agent acting on your behalf must destroy the DVD or return it to the Company). This agreement is binding on you and your heirs, administrators, representatives, executors, trustees, successors and assigns, and will inure to the benefit of the Company and its successors, assigns, representatives, administrators, and heirs.

3. Ownership of Information and Property: You agree that the DVD and the information taught therein are the exclusive property of the Company and/or Scott Alexander (aka Scott Grocki), and that the Company and/or Mr. Alexander retain all copyright interests in this property notwithstanding this limited non-exclusive license. You (including any assistant, employee, agent, officer, or representative of yours) will not use or let others use or copy, duplicate or replicate or disseminate the DVD or any related information unless expressly permitted by this Agreement.

The other props and materials provided to you, however, will be your property, with the Company retaining no title or ownership rights in them.

4. Trade Secrets, Confidential Information, and Injunctive Relief: You recognize that the value of The Blades lies in not only the presentation for the effect but also the secret of the sleight of hand techniques and choreographies used to accomplish it. You agree that these techniques and choreographies are trade secrets not known generally (if at all) to magicians and non-magicians. These secrets are important to preserving not only their inherent value (e.g., so that they can be used to entertain and deceive the general public or other magicians) but also to maintain the

Company's competitive advantage and to ensure that its products are not misappropriated by third parties.

For these reasons, you promise to preserve the confidentiality of the Company's trade secrets that you learn from licensing the performance rights and receiving the instructional DVD for The Blades (and any related products acquired from the Company). You agree to use all such information only to deceive lay audiences subject to the limits set forth in Section 2 above. You will safeguard against disclosure all information touching on the trade secrets or privacy interests of the Company or other licensees of the Company. This duty includes an obligation not to disclose or discuss any specific information about the taught techniques or choreographies or the copyrighted routine for The Blades to other magicians or any other individuals on Internet discussion groups (e.g., the Genii Forum, The Magic Café), at magic club meetings, or to any non-licensee of the workshop. Performers may disclose the techniques to persons with a "need to know" (e.g., assistants or theatrical directors before rehearsing a performance) if they get such person(s) to sign a confidentiality agreement in advance, which the Company will provide upon at least 14 days written notice. You must send the Company a copy of all such confidentiality agreements once they have been signed.

You further agree to withhold permission for any client of yours to videotape or film or otherwise record your performance of The Blades. You understand that this prohibition is material and is designed to reduce the risk of someone else filming your performance and then broadcasting it on the Internet (e.g., via youtube.com).

You agree that the techniques and choreographies that you will be taught to perform are trade secrets within the meaning of the Uniform Trade Secrets Act, as codified in Section NRS 600A.030 of the Nevada Uniform Trade Secrets Act or California Civil Code Section 3426.1(d).

You further agree that the subject confidentiality obligations will survive the termination of this license if that were to occur.

You further agree that breaches of your obligations concerning this license, the subject trade secrets and/or confidential information will create irreparable harm for which monetary damages would be an inadequate remedy, and that the Company may seek and upon proper proof obtain (from a court with proper jurisdiction) an injunction (without the posting of a bond or other security) to prevent any actual or threatened breach of this Agreement, as well as damages for already caused harm in the event of breach of any obligations herein regarding confidentiality. You further agree that it would be difficult to calculate actual damages but that a reasonable estimate of the present discounted value of such damages is \$100,000 given the opportunities that the Company has (a) to license these techniques and choreographies and related performance rights to other magicians, (b) to perform these techniques and tricks for a professional fee at magic conventions around the world, and (c) to perform tricks using these techniques and choreographies on television or in public theaters (including casino showrooms) for the general public in Las Vegas and other venues in Clark County, Nevada.

5. Consequences of Violation of Agreement: If you violate your promises or covenants herein, including but not limited to disclosing or misappropriating any confidential or trade secret information, or exceeding his permitted use of the information or the scope of the subject license (e.g., performing The Blades at a magicians' convention or on a television program), you will be liable for all costs, including reasonable attorneys' fees, incurred by the aggrieved party in prosecuting any claims accrued as a result of the breach of this Agreement. Any judgment or order entered in any such lawsuit should contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purposes of this section, attorney fees include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. Costs (as used in this section) means all expenses reasonably incurred in conjunction with legal proceedings, including but not limited to messenger fees, photocopying, telephone calls, travel for the purpose of taking depositions and/or interviewing witnesses or going to a courthouse, parking, and postage.

In addition, a violation of the confidentiality obligations and duties set forth in this Agreement constitutes a material breach of the license and will cause it to terminate – thereby requiring you immediately to return the DVD to the Company at your expense. Such a material breach also will constitute a forfeiture of your license to perform The Blades – thereby barring you from being able to use *in any way* either the taught presentation or techniques and choreographies that you have learned pursuant to this Agreement. If you fail to return the DVD voluntarily in the event of a breach, the Company may recover possession of the provided materials by filing suit and seeking all available remedies, including but not limited to a pre-judgment writ of possession and/or a pre-judgment writ of attachment. You acknowledge that this is a commercial transaction that relates to a business or profession (magic) and is not a consumer transaction.

6. No Unlawful Use And Indemnification: You agree to use the licensed presentation and techniques and choreographies taught for magic entertainment purposes only. You further agree not to use the techniques and choreographies for any unlawful purpose, whether civil or criminal. You agree to indemnify, defend and hold harmless the Company and Scott Alexander (aka Scott Grocki) and all persons, agents and lawyers who have acted on their behalf (including but not limited to Bob Kohler) in the development, design, or licensing of the subject DVD against any liability, loss, cost or expense, including attorneys' fees, incurred by such party as a result of having to defend against any civil, criminal or administrative claims regarding your use of them.

7. Integrated Complete Agreement: This Agreement integrates and supersedes all other prior and contemporaneous written and oral agreements and understandings between you and the Company and comprises the entire agreement between you and the Company with regard to issues relating to The Blades and related DVD (other than your method for paying for The Blades). You understand that this Agreement may be amended, terminated or rescinded only by a further express written agreement between you and the Company that has been executed by you and Bob

Kohler; and that this Agreement cannot be altered by informal discussions or written communications from either of us to the other. No waiver of any rights or obligations under this Agreement will be deemed to have occurred unless in writing signed by the party against whom such waiver is asserted and no waiver will be deemed a waiver of any other or subsequent rights or obligations.

8. Venue and Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. The parties agree that any litigation arising from or relating to this Agreement will take place in Clark County, Nevada. You consent to personal jurisdiction in Nevada.

9. Waiver: No waiver of any provision of this Agreement will be valid unless evidenced by a writing signed by the party to be charged therewith. The waiver of, or failure to enforce, any provision of this Agreement will not operate as a waiver of any further breach of such provision or of any other provision hereof. The waiver by any party of the time for performing an act will not constitute a waiver of the time for performing any other act or identical acts required to be performed at a later time. The exercise of any remedy provided in this Agreement will not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy will not exclude any other remedy unless it is expressly excluded.

10. No Warranty and Assumption of Risk: Except as otherwise provided above, the DVD (and related materials/props provided in conjunction with the subject license) are provided "as is", and all other express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose (even if informed of such purpose), or arising from a course of dealing, usage, or trade practice, are hereby excluded to the extent allowed by applicable law. No warranty is made regarding the results of your using the techniques or choreographies taught or your ability to use them properly, or that they will meet your performing requirements. You acknowledge that the techniques and choreographies in question require substantial practice and that there is no guarantee that you

will ever gain the expertise and facility with it necessary to deceive audiences.

In addition, you assume all risks that arise from performing or trying to perform The Blades. You acknowledge that the effect requires putting genuine razor blades in your mouth, that there is a significant risk of danger in doing so, and that the failure to properly perform the taught techniques could cause serious physical harm or even death.

11. Limitation of Liability: In no event will the Company be liable for any lost revenue, lost profits, damage to reputation, business interruption, or any other indirect, incidental, consequential, special, punitive, exemplary or any similar type of damages arising out of or in any way related to this agreement, the use or the inability to use the techniques, or the provision of any services, even if advised of the possibility of such damages.

In no event will the Company's liability, whether in contract, tort, breach of warranty, claims by third parties, or otherwise, exceed one hundred percent of the license fees Licensee is obligated to pay the Company under the terms of this Agreement.

12. Licensee is an adult: You certify that you are at least 18 years old, and that the photo identification you have provided to the Company in conjunction with the execution of this Agreement is a valid government-issued identification card issued to you.

13. General Provisions:

a) The terms and conditions of this Agreement will apply to, be binding upon, inure to the benefit of and be enforceable against the parties hereto and their respective heirs, successors, executors, personal representatives, administrators, and legal representatives whether by will, the laws of descent and distribution, merger, reverse merger, consolidation, sale of stock or assets, operation of law or, without limitation, otherwise.

b) If any provision of this Agreement should be determined by a

court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such provisions or portions will be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable, and, as thus amended, will be enforced to give effect to the intention of the Parties insofar as that is possible.

c) This Agreement will not become effective and binding until fully executed by both the Company and by you.

d) The headings inserted at the beginning of each section of this Agreement are for convenience of reference only and will not limit or otherwise affect or be used in the construction of any of the terms and provisions of this Agreement.

e) You agree that you have had the opportunity to have this Agreement reviewed by a lawyer acting on your behalf. This Agreement will be construed according to its fair meaning and not for or against you or the Company regardless of who is responsible for its preparation in whole or in part. Any uncertainty or ambiguity (if any) existing herein must be interpreted according to the application of rules of interpretation of contracts.

f) This Agreement may be executed in multiple counterparts, all of which together will constitute a single agreement executed by the parties to such agreement.

14. Conditions Of Execution. Each party acknowledges and warrants that his or its execution of the Agreement is free and voluntary.

15. No Representation. You represent and acknowledge that in executing this Agreement you do not rely upon any representation or statement not set forth herein that may have been made by the Company (or the Company's agents, representatives or attorneys) with regard to the subject matter, basis or effect of this Agreement, or otherwise.

By: _____

Bob Kohler, for Bob Kohler Productions, LLC

By: _____ (Signature)

_____ (Print Name)

_____ (Address)

_____ (Address)

_____ (Address)

DATED: _____, 2010

Initials