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GOLDEN TEMPLE - TRUST INTERIM LICENSE AGREEMENT

This Interim License Agreement (the "Agreement") is made as of October 1, 2011, (the "Effective Date") by and between Golden Temple of Oregon LLC, an Oregon limited liability company and its affiliates, with principal offices located at 121 SW Morrison, Suite 925, Portland OR 97204-3139 ("GTO"), and the Yogi Bhajan Administrative Trust, with principal offices located at 1649 S. Robertson Blvd., P.O. Box 351149, Los Angeles, CA 90035 ("The Trust"), as follows: The parties desire to enter into this Agreement which shall remain in effect until either (a) the execution of a formal, written Purchase, Sale and Co-existence Agreement, or (b) this Agreement is terminated (which may be terminated by either party upon 180-days prior written notice to the other in accordance with Section 11).

1. Licensing.

A. The Trust, its successors and assigns hereby grant to GTO, its affiliates and applicable licensees, the exclusive right and license (with full rights to sublicense through multiple tiers) to make, use, sell, offer for sale and import, copy, distribute, perform, display, and to create derivative works therefrom, to appropriate, and generally to exploit, throughout the world, for any and all food and beverage products, all of The Trust's right, title, and interest (to the extent it has such right, title and interest) in and to three categories of intellectual property:

(i) YOGI, YOGI TEA trade names, trademarks, and all related intellectual properties, (including without limitation those covered or encompassed by the injunctive relief ordered by the arbitration panel, dated Aug. 2, 2011, in the proceeding captioned as *Inderjit Kaur Puri v. Golden Temple of Oregon, LLC, Arbitration Service of Portland Case No 100624*, ("Arbitration Order") and, separately the associated trade dress, copyrights, packaging designs and recipes therefor);

(ii) other trademarks and similarly related intellectual properties (including without limitation the associated trade dress, copyrights, packaging designs and recipes therefor) used in commerce by GTO prior to the Effective Date, to which the Trust may now have, has had or will have an ownership claim or interest, and/or trademarks and similarly related intellectual properties (including without limitation the associated trade dress, copyrights, packaging designs and recipes therefor) which GTO may desire for the purpose of defending third party claims against GTO, its customers, assignees and/or licensees (e.g., Hearthside) with respect to, including without limitation, PEACE, GOLDEN TEMPLE, and HOMEFARM; but excluding the names Yogi Bhajan and Harbhajan Singh Khalsa Yogiji, facsimiles of the signature thereof, and any likeness of Yogi Bhajan or Harbhajan Singh Khalsa Yogiji whether or not used in commerce by GTO under any prior licensing agreement; and,

(iii) any and all items, product or flavor names, trademarks, trade dress, packaging, designs and recipes or formulations therefor listed in Exhibit 1.5 of that

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certain 2004 License Agreement between GTO and the Harbhajan Singh Khalsa Yogiji and Inderjit Kaur Living Trust, dated both July 26, 2004 and October 1, 2004, (the "2004 License Agreement"), and any such intellectual properties which were or may have been the subject of similar prior agreements between GTO and the Trust, including without limitation any recipes that were owned or used by the Trust or any predecessor in interest and provided or licensed to GTO thereunder, excluding the names Yogi Bhajan and Harbhajan Singh Khalsa Yogiji, facsimiles of the signatures thereof, and any likeness of Yogi Bhajan or Harbhajan Singh Khalsa Yogiji whether or not used in commerce by GTO (the "Yogi Bhajan Names, Signature and Likeness") under any prior licensing agreement and any recipes contained in Yogi Bhajan's public teachings which were not used in trade by GTO prior to September 30, 2011,

(collectively, the "Licensed IP"); it being understood, however, that there exists uncertainty with respect to whether The Trust owns all or portions of the Licensed IP that the Licensed IP shall include that which is described in clauses (i), (ii) and (iii) immediately above, to the maximum extent permitted by law, and that no acceptance or exercise of the rights or licenses granted hereunder by The Trust to GTO is an admission by either party that The Trust owns such intellectual property or that GTO does not own such intellectual property.

B. All rights not expressly granted or licensed by this Agreement are hereby reserved by the Trust. The Trust currently owns and will continue to own an undivided fifty percent interest in the marks YOGI BHAJAN and, separately, the Yogi Bhajan Name, Signature, and Likeness. The Trust agrees not to use the Yogi Bhajan name or YOGI BHAJAN trademark to identify, market, sell, distribute, promote or advertise any food or beverage product, such as "Yogi Bhajan Orange Juice," but retains the full right to use the Yogi Bhajan Name, Signature and Likeness on any food or beverage product except tea and cereal; further provided, however, the Trust agrees not to use or license any confusingly similar variations of the trademarks YOGI and/or YOGI TEA to any competitor of GTO, and further agrees not to license the trademarks YOGI and/or YOGI TEA to any competitor in a manner that facilitates unfair competition whether against GTO, its customers, assignees and/or licensees (e.g., Hearthside).

C. GTO, its successors and assigns may not use the Licensed IP for alcoholic beverages, tobacco products, meat, poultry, fish or eggs. The Trust, its successors and assigns may not use the YOGI and YOGI TEA marks, or the Yogi Bhajan Name, Signature, and Likeness on alcoholic beverages, tobacco products, meat, poultry, fish or eggs.

D. If this Agreement is not terminated pursuant to Paragraph 11 by December 31, 2011, GTO agrees that on the first business day thereafter, it will offer substantially the same material terms and conditions of this agreement to Bibiji Inderjit Kaur Puri ("Bibiji") which will include a ten (10) day period within which to accept or reject the offer.

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E. Nothing in this agreement purports, or is intended, to affect Bibiji's co-ownership in any intellectual property. The Trust shall retain the ability to bring a claim or action for the Licensed IP described in paragraph A.(ii) above, but only to the extent such actions or claims are against third parties and do not arise from or relate to GTO or its affiliates, contractors, agents, representatives, customers, distributors, transferees or licensees (including without limitation Hearthside).

2. Products, Product Formulation and Packaging. The Trust understands that GTO has been selling and will continue to sell and market its current line of tea products, formulations and certain packaging in connection with its tea products in association with the YOGI and YOGI TEA marks, which are part of The Licensed IP.

3. Payments and Royalties.

A. GTO shall pay The Trust \$50,000 advance, credited against any amounts The Trust claims are (but which GTO does not admit are) owed by GTO to The Trust for back-royalties, which payment is intended to reduce royalties (if any) owed from the period January 1, 2009 through the Effective Date as calculated under the method determined by the arbitration panel in Bibiji Inderjit Kaur Puri v. Golden Temple of Oregon, LLC, Arbitration Service of Portland Case No. 100624, pursuant to the Arbitration Order, which shall be due and payable on October 14, 2011 (the "Back Royalties").

B. The remainder of the Back Royalties shall be due and payable ten (10) business days after the earlier of: (i) both parties execute a definitive, written and final Purchase, Sale and Coexistence Agreement, or (ii) if GTO terminates under Section 11 below, such remainder of the Back Royalties shall not be due and payable until ninety (90) days after the effective date of such termination; or, (iii) if The Trust terminates under Section 11 below, The Trust shall have the option of either GTO paying (a) one-half of the remainder of the Back Royalties due and payable ninety (90) days after effective date of such termination by The Trust, or (b) the remainder of the Back Royalties payable at the rate of \$50,000 per month until fully paid.

C. In exchange for the rights and licenses granted in Section 1.A. above, GTO shall, starting on the Effective Date, and continuing during the term of this Agreement (including any pro rata amounts for partial months), pay the Trust a royalty calculated based on the same formula utilized and applied under the Arbitration Order for all sales that trigger a royalty payment by GTO or its affiliates, including for these purposes sales outside the United States by GTO's affiliates. GTO shall pay such royalty to the Trust in arrears, in a manner to be mutually agreed by the parties (whether by check or wire transfer as the parties may mutually agree). Notwithstanding the forgoing, if the Purchase, Sale and Coexistence Agreement contemplated by Section 12 below is executed by both parties on or before October 14, 2011, in lieu of the royalty contemplated in the first two sentences of this Section 3.C, GTO shall pay a fixed amount of \$50,000.

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4. Confidentiality.

To the extent possible; given the ongoing litigation and various proceedings in Oregon and New Mexico, each party shall endeavor to protect the other's disclosed confidential information, it being recognized that the parties may need to disclose this Agreement in connection with certain pending litigation. The parties shall exchange all confidential information necessary to facilitate the consummation of a formal written agreement based on the terms and conditions embodied in this Agreement.

5. Governing Law; Venue.

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Oregon, without giving effect to principles and provisions thereof relating to conflict or choice of laws irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie only in Multnomah County, Oregon. The parties hereby consent to personal jurisdiction over them by the state and federal courts within Multnomah County, Oregon. The parties waive all objection and challenge to such venue and personal jurisdiction.

6. Notices.

Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by telephone facsimile transmission, certified or registered mail with return receipt requested, or express courier or reputable delivery service and addressed to the addresses shown in the first paragraph of this Agreement, or to such other address as such party may from time to time specify by notice to the other parties. Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered.

7. Severability.

If any part of this Agreement is determined to be wholly or partially unenforceable, the balance of the Agreement will not be affected and shall remain enforceable to the maximum extent permitted by law.

8. Entire Agreement; Termination of Prior Tolling Agreement.

The parties acknowledge and agree that any and all prior agreements between the parties whether written or oral regarding its subject matter are hereby superseded by this Agreement and are forever terminated; provided, however, the parties agree that, during the term of this Agreement, that certain Tolling Agreement, by and between the parties, dated February 1, 2010, shall remain valid and enforceable, and shall terminate only on the effective date of any

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termination of this Agreement because the parties executed the definitive, final Purchase, Sale and Coexistence agreement.

9. Merger.

This letter is intended to reflect the parties' entire agreement and understanding of material matters pertaining to the arrangement. This letter agreement is legally binding and enforceable and will remain in effect until superseded by the more formal written agreement contemplated hereunder.

10. Binding Effect; Non-Waiver Of Breach.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, transferees, licensees and assigns, whether by merger or consolidation or otherwise, and upon and to the benefit of their respective present and future affiliated and subsidiary companies and licensees. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any right or remedy herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right or remedy, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

11. Term and Termination. This Agreement shall begin on the Effective Date and shall continue until the earlier of (a) both parties execute the definitive, written and final Purchase, Sale and Coexistence Agreement contemplated by Section 12 below, or (b) 180-days' prior written notice from one party to the other.

12. Purchase, Sale and Coexistence Agreement. The parties agree to cooperate and work together in good faith to expedite the negotiation and execution of a definitive, written and final Purchase, Sale and Coexistence Agreement by October 14, 2011.

13. Indemnification. During the term of this Agreement, GTO shall defend, indemnify and hold The Trust harmless from and against any damages (including defense costs) resulting from an action or claim by Bibiji to the extent caused by the Trust entering into this Agreement with GTO, so long as counsel for The Trust cooperates with GTO's counsel for any such litigation.

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Authorized signers for the parties have executed this agreement as of the dates below their respective signatures.

GOLDEN TEMPLE OF OREGON LLC

By: _____

Its Manager, Golden Temple Management, LLC, acting through

Karam Singh Khalsa, Manager.

Date: Oct. 7, 2011

AGREED AND ACCEPTED BY:

Trustees of the Harbhajan Singh Khalsa Yogiji Yogi Bhajan Administrative Trust
Administrative Trust, under trust agreement dated February 21, 1987 and as later amended

By: Shakti Parrokh Kaur Khalsa

Its: Trustee

Date: October 7, 2011

By: Ek Oj Kaur Khalsa

Its: Trustee

Date: October 7, 2011