

EXHIBIT C

NAME AND LIKENESS LICENSING AGREEMENT

THIS NAME AND LIKENESS LICENSING AGREEMENT (the "Agreement") is by and between DeFord Bailey LLC ("Licensor"), a Tennessee Limited Liability Company, and Carlos Bailey ("CB"). The effective date of this Agreement shall be April 18, 2012 (the "Effective Date").

WHEREAS, the parties desire that CB pay Licensor royalties for the use of DeFord Bailey's name and likeness in connection with CB's marketing, sale, and distribution of products bearing the DeFord Bailey name, specifically, t-shirts and harmonicas.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Definitions.

1.1 "Licensed Property" means the name DEFORD BAILEY and the goodwill appurtenant thereto.

1.2 "Products" means the t-shirts and harmonicas marketed, sold, distributed, displayed and/or produced by or for CB in existence as of the Effective Date or created thereafter.

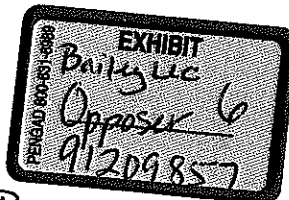
2. License.

2.1 Grant of License. Licensor hereby grants to CB the non-exclusive license and right to use the Licensed Property in connection with the Products.

2.2 Reservation of Rights. Use of Licensed Property, and the goodwill associated therewith, shall inure solely to Licensor. Except for the license granted hereunder and as otherwise provided herein, (a) as between the parties, Licensor retains any right, title and interest in and to the Licensed Property, and (b) CB acknowledges and agrees that it will not have any right, title or interest in or to the Licensed Property, and CB shall not make any claim of ownership or interest in or to such Licensed Property.

3. Fees. CB shall pay Licensor royalties equal to twenty percent (20%) of the gross receipts derived from the sale of the Products. Payment of the royalty amounts shall be accompanied by reasonable written detail of the basis for the payment. Such royalty amounts shall be payable within fourteen (14) days of the sale of the Products.

4. Product Approval. CB shall provide Licensor with a sample of each Product before selling any such Product. Licensor has the right to refuse the sale of any such Product for any reason within Licensor's discretion.



Bailey LLC v. Bailey

5. **Representations and Warranties.** Each party represents and warrants that:

(a) it has full power (corporate or otherwise) and authority to enter into and perform its obligations under this Agreement, and all actions necessary to authorize the execution, delivery and performance of this Agreement have been taken by such party; and

(b) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will conflict with or result in any breach of or event of termination under any of the terms of, or constitute a default under or result in the termination of or the creation or imposition of any encumbrance pursuant to, the terms of any contract or agreement to which it is a party or by which it or any of its assets and properties are bound.

6. **Term.** This Agreement shall commence on the Effective Date and may be terminated at any time upon written notice by either party. Upon termination, CB must cease the production of new Products including the Licensed Production but shall have three (3) months to sell off any (pre-approved) Products including the Licensed Property existing as of the date of termination.

7. **Indemnification.** Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and the other party's affiliates, subsidiaries, successors and assigns (as applicable), and any of their respective officers, directors, employees and agents (each, an "Indemnified Party"), from and against any and all damages, liabilities, costs and expenses, including reasonable legal fees and expenses, in any third party lawsuit or proceeding based upon or otherwise arising out of a breach or alleged breach of the Indemnifying Party's representations, warranties or covenants contained herein. Each Indemnified Party will (a) promptly notify the Indemnifying Party of such claim; (b) provide the Indemnifying Party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding; and (c) give the Indemnifying Party full control and sole authority over the defense and settlement of such claim, subject to the Indemnified Party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

8. **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE, LOST BUSINESS, ANTICIPATED PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

9. Miscellaneous

8.1 Successors and Assigns. CB may not assign this Agreement without Licensor's consent. This Agreement shall be assignable by Licensor, and inure to the benefit of and be binding upon the successors, legal representative, heirs and assigns of Licensor. Except as explicitly specified in this Section, this Agreement is not assignable.

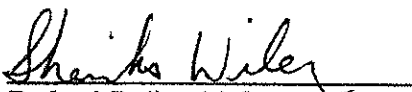
8.2 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to principles of conflicts of law.

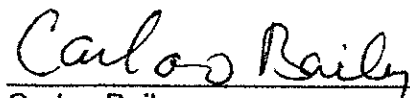
8.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto and no party shall be liable or bound to another party in any manner by any warranties, representations or covenants except as specifically set forth herein. This agreement may not be amended except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.



Deford Bailey LLC
By: Shemika Wiley, Member



Carlos Bailey