



POTENTIAL INVESTOR:

I am Elward Levon Holman Jr. and I am a Licensed Cosmetologist/Instructor and (now) Inventor! I have been very prosperous in the Hair Care Industry. I credit this prosperity to my willingness and unbridled passion to educate others as well as progressing in more education of this field for myself as well.

This passion has led me to research the complaints of women that continue to have problems sleeping to keep their hairstyles from messing up aka “Sleeping Pretty”. Seven years ago I had an idea to create a Pillow to sleep on that will be comfortable and keep the hair style from touching anything. After several years of designing and re-designing I created the “**Miracle Hair Style Pillow**” and on October 21, 2008 this idea was Patented and now I want to introduce to you (investor) the “**Miracle Hair Style Pillow**” (view www.talkhair.com).



I am currently in progress of marketing the invention and obtaining a licensing agreement and this is where investors are needed the most. The “**Miracle Hair Style Pillow**” is a very big vision and I pray for those, who can see bigger than myself, to invest, pre-order or just simply give to this cause. This investment is not a get rich/over night rich scheme and you must consider this a long term investment. This investment can be entered with as little as \$750.00 with a royalty agreement of 0.5% return every quarter and \$1500.00 with a royalty agreement of 1% return every quarter. Please take this time to view the “**Miracle Hair Style Pillow**” video to see

how beneficial it will be in the lives of women that get their hair styled as well as how well it will sell in this 60 Billion dollar a year industry of hair.

You find a copy of (2) two marketing plans to review from the Market Company, Absolutely New, INC., and once you have read over everything I hope you have enough information to make a sound decision to help with this vision to one day see the “**Miracle Hair Style Pillow**” selling in your favorite stores.

So, if you have a desire to invest, pre-order or simply give to this cause, choose one of the links that fit your desire and I personally want to thank you in advance and I you help will return to you starting at double.

Thank You, I appreciate your time and your choice.

I have enclosed the necessary documents to offer you a chance to get involved with this amazing venture, please review and contact Elward Levon Holman Jr. for further information.

You are been considered as a possible (serious) Investor and I will set aside the necessary time to present you a very confidential presentation.

Please contact me to set up a meeting as soon as possible:

Elward Levon Holman Jr.

(757) 639-2055

www.talkhair.com, hairstylingcoach@cs.com, www.facebook.com/levon.holman

Thank You for Listening and God Bless,

Elward Levon Holman Jr., Inventor

Section 1:

The Royalty Agreement

**THE MIRACLE HAIR STYLE PILLOW ROYALTY DISTRIBUTION
VENTURE AGREEMENT** (Invention with 1 Inventor)

THIS AGREEMENT, made and entered into between the TalkHair.com t/a Levon Holman, (hereafter called Inventor), and the investor _____ (hereafter called the Venturer),

WITNESSETH:

Whereas, the INVENTOR has executed this document assigning to Venturer _____% of profits earned in licensing agreement for the "Miracle Hair Style Pillow" (hereafter called INVENTION), and,

Whereas, Elward Levon Holman Jr. has filed and received a US Patent of the same name (US 7,437,788 B1 issued October 21, 2008), and

Whereas, the Venturer and the INVENTOR wish to enter into an agreement governing the distribution of the income from the commercial exploitation of their mutual product, the INVENTION.

NOW THEREFORE, in consideration of the mutual promises hereafter set forth, the parties agree, as follows:

1. Definition

4. Promotion

- A. The Venturer understands the Licensing Manufacturer/Company agrees to use its best reasonable efforts to promote the sale, distribution, licensing and any other use of the INVENTION.
- B. The INVENTOR shall also have the right to promote the sale, distribution, licensing and any other use of the INVENTION; provided, however, that
 - i. No INVENTOR funds are required to be spent without the prior approval of INVENTOR, and
 - ii. INVENTOR must give its prior approval, which approval shall not be unreasonably withheld, to any promotion of the INVENTION; in addition, such promotion must not conflict with any promotional effort or other transaction on the part of INVENTOR, and it must meet established INVENTOR standards of professionalism.

5. Miscellaneous

- A. This Agreement shall take effect upon the latest date that a party hereto signs this Agreement, and shall continue in force until terminated by the mutual agreement of all parties hereto.
- B. No amendment to this Agreement shall be effective unless it is in writing and signed by all parties hereto.
- C. This Agreement constitutes the entire understanding between the parties concerning the INVENTION and supersedes all negotiations, preliminary agreements or understandings, either written or oral.
- D. Should any portion of this Agreement be found invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates that appear below.

[Name], INVENTOR

Date

[Name], VENTURER

Date

Section 2:

The Marketing Company (2) Agreements

Marketing Agreement 80/20

The following disclosures are required by law:

You have the right to cancel this contract for any reason at any time within seven days from the date you and AbsolutelyNew, Inc. sign the contract and you receive a fully executed copy of it. To

exercise this option you need only mail or deliver to AbsolutelyNew, Inc. written notice of your cancellation. The method and time for notification is set forth in this contract immediately above the place for your signature. Upon cancellation, AbsolutelyNew, Inc. must return by mail, within five business days, all money paid and all materials provided by you.

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

This contract between you and AbsolutelyNew, Inc. is regulated by law. AbsolutelyNew, Inc. is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention.

Marketing Agreement

This Marketing Agreement (“**Agreement**”), is made and entered into as of this 20 day of April, 2010 by and between **AbsolutelyNew, Inc.**, a California corporation (“**ANI**”), with a principal place of business at 650 Townsend Street, Suite 475, San Francisco, CA 94103 and **Elward L. Holman** (“**Client**”), residing at the address provided below.

ANI is engaged in the business of developing, marketing, promoting and commercializing inventions primarily by procuring license agreements for such inventions. Client is the owner of an invention, currently known as **Pillow and U.S. Patent #7437788** (the “**Invention**”). In accordance with the terms and conditions of this Agreement, including those contained in any attached Schedules, Attachments and Exhibits, Client has requested that ANI provide, and ANI has agreed to provide, those services described below.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the parties hereto agree as follows:

-
1. **Exclusive Representation:** During the Term (as defined below), ANI will represent Client, and all of Client’s future assignees, exclusively and throughout the world, in the marketing, promotion and commercialization of the Invention to private labelers, distributors, manufacturers and/or any other potential licensees or acquirers of the Invention. Each such private labeler, distributor, manufacturer or other potential licensee or acquirer of the Invention contacted by ANI shall hereinafter be referred to as a “**Potential Acquirer.**”
 - 1.1. **Client’s Right to Approve.** Client may, in his or her sole and absolute discretion, accept or reject any licensing or other acquisition arrangement brought to Client by ANI
 2. **Services.** ANI agrees to market and promote the Invention and to perform the marketing services more particularly described on Schedule 1 (the “**Services**”) for the duration of the Term.
 3. **Consideration.** In consideration for the Services, Client shall pay to ANI the following amounts:
 - 3.1. **Fee:** A fee in the amount of U.S. **\$14,920.00** (the “**Fee**”), which Fee includes all expenses and costs incurred by ANI, including attendance by ANI at all tradeshow that ANI deems appropriate for the Invention.
 - 3.2. **Share of Proceeds:** A 20% share of any proceeds received by Client (or ANI on Client’s behalf) during or after the Term as a result of any sale, license, assignment or other transfer of the Invention (as a result of ANI’s efforts or otherwise) that occurs during the Term (such proceeds, the “**Royalties**”) or during the Negotiation Period described in Section 5.1.
 - 3.2.1. **Recoupment.** Client is entitled to recoup the Fee paid from Royalties before ANI begins to receive its Royalty share specified above.
 4. **Project Start.** ANI will begin work when (1) both parties hereto have signed this Agreement, and (2) ANI has received such portion of the fee as agreed to by the parties in accordance with Section 3.1

(the first such date both of these conditions have been met is the “Effective Date”).

5. **Project Schedule and Length.** ANI’s performance shall begin on the Effective Date, and continue for 6 months from such date (the “Initial Term”). ANI and Client may extend the Initial Term on terms agreed upon by the parties (the Initial Term, plus all extensions, the “Term”). Client shall not be charged for any extensions to the Initial Term.

- 5.1. **Negotiation Period.** If the Term expires while negotiations with any Potential Acquirer(s) are in progress, ANI shall be entitled to continue, at its own expense, to negotiate or finalize an agreement with such Potential Acquirer on an exclusive basis for up to one (1) year. ANI will be entitled to its share of any Royalties arising from any sale, license, assignment or other

transfer of the Invention finalized during this negotiating period.

6. **Client Responsibilities.** Client hereby acknowledges and understands that Client’s cooperation with ANI is essential to the performance of ANI’s duties hereunder. Toward that end, Client agrees as follows:

- 6.1. **Patents.** Client represents that, in connection with the Invention, he or she owns a valid and enforceable U.S. patent (and all maintenance fees thereon have been paid) or an application therefore has already been filed by Client. If Client’s patent is pending or provisional, Client shall provide ANI with a copy of the patent application, including any and all filed claims relating thereto. Client further represents that either (i) he or she is the sole and exclusive owner of the Invention and all intellectual property rights comprising the Invention (collectively, the “Rights”), or (ii), if there is more than one owner of the Invention and/or the Rights, Client has disclosed such other owners to ANI. Client agrees to promptly inform ANI if he or she agrees to sell, license, assign or otherwise transfer any of the Rights to any third party.

- 6.2. **Support Materials.** To the extent Client possesses such items and to better enable ANI to market the Invention, Client agrees to provide ANI any photographs, videos, samples, prototypes, models, conceptual renderings or any other device or image embodying the Invention.

- 6.3. **Publicity.** Client may be asked to participate in radio and/or television shows or interviews by members of the media. In such instances, Client agrees to cooperate with ANI to help promote the Invention and to take all reasonable steps to publicize ANI’s role as Client’s representative in commercializing the Invention.

- 6.4. **Disclosure of Invention.** Client shall provide ANI all technical information and know-how regarding the Invention to enable ANI to undertake and perform the Services. Notwithstanding any confidentiality obligations imposed by law or contained in any agreement between the parties to the contrary (which obligations are hereby waived), Client acknowledges and agrees that ANI (or any of its affiliates) may reveal such details of the Invention as are necessary to promote and market the Invention in legitimate trade circles and to allow ANI to otherwise perform its duties under this Agreement.

- 6.5. **Consultation and Further Assurances.** Client agrees to be available for consultation when necessary for ANI to perform its services and to provide all approvals and consents required in a reasonable and prompt manner. If Client agrees to sell, license, assign or otherwise transfer the Invention to a Potential Acquirer, Client also agrees to take such actions as may be

reasonably requested by ANI (or a Potential Acquirer) to evidence or effectuate any such sale, license, assignment or other transfer of the Invention.

- 6.6. Communication with Potential Acquirers.** During the Term, Client agrees not to contact any Potential Acquirer without the prior written consent of ANI.
- 7. Client Materials and Ownership.** Client shall own all work product delivered to him or her in connection with the Product Development Services. After the expiration of the Term, Client may retain and use all brochures, research and other materials generated on Client's behalf in connection with the Marketing Services (collectively, the "**Client Marketing Materials**"). Nothing contained in this section or otherwise shall be construed to grant Client any right or interest whatsoever in any processes, techniques, know-how, methods, strategies, databases or any other proprietary information that ANI or its affiliates utilize to create the Client Marketing Materials or the performance of the Services. Further, nothing contained herein shall be construed as granting ANI an ownership interest in the Invention or any of the Rights.
- 8. Expectations.** ANI shall work in good faith to secure a sale, license or other acquisition of the Invention on behalf of Client. However, Client understands and acknowledges that entering into this Agreement does not guarantee or imply the successful sale, licensing or other acquisition of

the Invention by any third party.

- 9. Independent Parties.** ANI and Client are independent principals in all relationships and actions under, and contemplated by, this Agreement. This Agreement shall not be construed to create any employment relation, partnership, joint venture, or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.
- 10. Client Representation.** Client represents that he or she is regularly engaged in a trade, business, or profession which has either a net worth of one hundred thousand dollars (\$100,000) or more, or gross receipts from any source of fifty thousand dollars (\$50,000) or more during the calendar year in which this Agreement is signed.
- 11. Indemnification.** Client shall indemnify, defend and hold harmless ANI, its affiliates and each of their respective officers, directors, equity holders, employees and agents, against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses resulting from or arising, directly or indirectly, out of any untruth, inaccuracy, misrepresentation or breach of the representations made by Client in Sections 6.1 (patent ownership) or 10 (financial condition).
- 12. Entire Agreement.** THIS AGREEMENT, INCLUDING ALL INCORPORATED SCHEDULES AND ATTACHMENTS, CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE INVENTION, THE FEE TO BE PAID BY CLIENT AND THE SERVICES TO BE PROVIDED BY ANI. NEITHER PARTY SHALL BE BOUND BY ANY REPRESENTATION, STATEMENT OR INDUCEMENT MADE ORALLY OR IN WRITING, THAT IS NOT WRITTEN IN THIS AGREEMENT.
- 13. Arbitration.** THE PARTIES SHALL SUBMIT ALL DISPUTES OCCURRING DURING OR AFTER THE TERM RELATING TO THIS AGREEMENT TO BINDING ARBITRATION IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE (THE "CODE") BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). EITHER PARTY MAY ENFORCE THE AWARD OF THE ARBITRATOR UNDER THE CODE. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN EXISTING COMMERCIAL

ARBITRATION RULES OF THE AAA AND SHALL TAKE PLACE IN THE CITY OF SAN FRANCISCO, CALIFORNIA, AT A TIME AND PLACE SELECTED BY THE ARBITRATOR.

- 14. Limitation of Liability.** The liability of ANI, its agents and employees to Client as a result of any act or omission shall not exceed an aggregate limit of the amount of the fee Client has paid to ANI under this Agreement, regardless of the legal theory under which such liability is imposed.
- 15. Forum Selection and Choice of Law.** Subject to Arbitration section and without limiting the mandatory nature of the provisions contained therein, only an appropriate state or federal district court located in the County of San Francisco, California shall have jurisdiction over any dispute occurring during or after the Term arising out of or relating to this Agreement. This Agreement shall be interpreted under the laws of California, excluding any laws that direct the application of another jurisdiction's laws.
- 16. Termination.** Except with respect to those provisions that survive such expiration by their terms (including, without limitation, the representations contained in Sections 6.1 and 10, and the covenants in Sections 11 - 15), this Agreement shall terminate upon the expiration of the Term or, at ANI's option, when Client defaults in any of its payment obligations hereunder.
- 17. Record Retention.** ANI is required to maintain all records and correspondence relating to the performance of the Services for the Client for a period of at least three (3) years after the expiration of this Agreement. All such records and correspondence shall be maintained in the custody of ANI at 650 Townsend Street, Suite 475, San Francisco, California, 94103 and offsite. The records and correspondence relating to the services rendered to the Client will be made available to the Client, or the Client's representative, for review and copying at the Client's expense on ANI's premises during normal business hours upon seven (7) days' written notice; beginning the date the notice is placed in the United States mail properly addressed, first-class postage prepaid.
- 18. Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, all of which when taken together constitute one and the same instrument. A signed counterpart is as binding as an original. This Agreement may be executed by signature transmitted via facsimile machine, email scanned image or similarly reliable reproduction technology. A signature so transmitted shall have the same force and effect as an original.
- 19. Execution: THE PARTIES HAVE CAREFULLY READ THIS AGREEMENT AND BY SIGNING IT AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

The seven-day period during which you may cancel this contract for any reason by mailing or delivering written notice to ANI will expire on _____, 20__ (the last date to mail or deliver notice). If you choose to mail your notice, it must be placed in the United States mail properly addressed first-class postage prepaid and postmarked before midnight of this date. If you choose to deliver your cancellation notice to ANI directly, it must be delivered to ANI by the end of its normal business day on this date. ANI also has the right to cancel this contract by notice similarly mailed or delivered.

Client	AbsolutelyNew, Inc.	Approved by ANI Executive:
By: _____ Name: Elward L. Holman	By: _____ Name: Dominick Niboli Director, Innovation Group	By: _____ Executive Member
Date: _____	Date: _____	Date: _____

Address: 4617 Old Fox Trail
Chesapeake, VA 23321
Home Ph: 757.639.2055
Work Ph:
Mobile Ph:
Fax:
Email:

SCHEDULE 1 - SERVICES

ANI shall perform the following four (4) Marketing Tasks within forty five (45) days after the Effective Date:¹

- 1) Thoroughly examine the Invention to identify its **Marketable Features** and **Market Opportunities**.
- 2) Prepare and deliver to the Client a **Marketing Research Document (MRD)** which report shall include:
 - a) **Market Research Report** containing primary and secondary Markets for the invention,
 - b) **Competitive Industry Analysis**,
 - c) **Industrial Snapshot**,
 - d) **Estimated Potential Market Size**,
 - e) **Revenue Snapshots** for Potential Acquirers,
 - f) Initial list of **Potential Acquirers**, including company names and addresses, from public and proprietary resources, to assist ANI's marketing of the Invention, and

¹ Subject to Client's timely delivery of the Initial Content (Section 6).

- g) List of scheduled **Trade Shows** that ANI deems relevant to the Invention, some of which ANI may attend on behalf of the Client.
- 3) Create and deliver a **Creative Brief** defining the scope and style of the product.
- 4) Prepare and deliver to the Client a **Marketing Package**, containing relevant Features and Benefits, which shall include a one page, full-color **Product Concept Sheet (PCS)**, as well as any other photographs, designs, and illustrations that ANI deems to enhance the marketability of the Invention.

If a trade show or manufacturer/retailer presentation that ANI deems appropriate for the Invention is scheduled within this forty five (45) days, ANI will use its best effort to assemble a **Preliminary Presentation Package** utilizing available descriptive materials, including those supplied by the Client, to represent the Invention effectively.

ANI shall perform the following Marketing Tasks beginning forty five (45) days after the Effective Date:

- 5) **Personally contact Potential Acquirers** to explore commercial uses and interest in the Invention.
- 6) **Deliver the Product Development Package, Marketing Package and Introductory Cover Letter** to appropriate Potential Acquirers in person, electronically by email or fax, or by U.S. Mail.
- 7) **Represent the Invention at tradeshow or manufacturer/retailer presentations** that ANI deems appropriate for the Invention.
- 8) **Represent the Client in negotiations with Potential Acquirers** who indicate an appropriate level of interest. Make offers to, or accept offers from, such persons on terms approved by the Client; and manage any Royalty collections and distributions on behalf of the Client in accordance with the terms of this Agreement. ANI shall remit all Royalty proceeds, less amounts due ANI, directly to the Client within thirty (30) days of receipt of such proceeds by ANI.
- 9) **Provide the Client with telephonic updates** on all significant project developments and periodic written reports at least quarterly during the Term. The reports will include information concerning the progress and results of the effort to promote the Invention. If the Client fails to receive any report (which failure shall not be deemed a material breach), the Client should contact ANI to obtain it.

ATTACHMENT 1

ADDITIONAL STANDARD TERMS

Prototypes

It is ANI's intent that all Prototypes sent to ANI by the Client or built by ANI at the Client's request shall be used by ANI to gain a better understanding of the Invention to enable ANI to better market the Invention on behalf of the Client. However, the Client acknowledges that all prototypes sent to ANI, are sent voluntarily and the Client assumes all risk associated therewith. Neither ANI nor any of its affiliates may be held liable, nor shall any of them be held responsible in any way, for any loss of, or damage to, a prototype, whether caused by the negligence of ANI or any Potential Acquirer, or otherwise, and the Client hereby acknowledges and accepts that any such liability shall be borne by the Client.

If an adequate prototype or model of the Invention is not available, the Client may request that ANI create one for the purpose of illustrating or demonstrating the Invention. The Client shall bear the full cost of creating any prototype or model so requested, which cost shall be set forth in a separate agreement for the creation of the prototype or model.

Fees

In the aggregate, ANI does not intend to expend more in performing the Services than it receives in Fees. However, when ANI negotiates Client license agreements with Potential Acquirers, and later evaluates the royalty reports and verifies royalty compliance; ANI may expend up to thirty five thousand dollars (\$35,000) of its own resources in excess of the Fee. ANI may pay its employees a commission of up to three and three-quarter percent (3¾%) of the Fee. Because ANI does not provide patenting services, ANI will not expend any of the Fee for patent acquisition or advice.

Client Relations

ANI evaluates the Client and the size of the potential market for the Client's Invention. ANI's services do not include, and never have included, evaluation of any idea, invention or product for its commercial potential. Consequently, ANI has not provided any evaluation (positive or negative) of the Invention's commercial potential. ANI and its officers are currently affiliated with Science+Technology LLC, which facilitates commercialization and cross-marketing of various business-to-business technologies. In 2007, ANI acquired the Client contracts that were in good standing from IP&R Inventors' Publishing and Research LLC. The Client contract figures below include the contracts from that acquisition.

ANI currently has two hundred forty two (242) Clients with contracts in progress. Of the one thousand nine hundred forty two (1942) Client contracts completed, one hundred twenty (120) Clients have obtained licensing agreements. This six percent (6%) licensing success rate compares very favorably to the two percent (2%) rate cited on the U.S. Patent & Trademark Office website. Furthermore, sixteen (16) of ANI's licensed Clients have already earned more in royalties than they paid for marketing services.

Client Satisfaction

Client satisfaction is very important to ANI. That is why ANI surveys most Clients at the beginning, middle, and at the end of their engagement. The most recent survey results reveal that at the beginning of the engagement eighty nine percent (89%) of respondents would recommend ANI. In the middle, ninety one percent (91%) would recommend ANI and by the end of their engagement, ninety five percent (95%) said they would recommend ANI to others.

Service suggestions, comments, complaints and compliments should be addressed to Customer Service at AbsolutelyNew, Inc., 650 Townsend Street, Suite 475, San Francisco, California 94103; telephone: 415-865-6200. ANI's registered agent for service of process is Anthony Flores, 650 Townsend Street, Suite 475, San Francisco, California 94103.

Marketing Agreement 65/35

The following disclosures are required by law:

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Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

This contract between you and AbsolutelyNew, Inc. is regulated by law. AbsolutelyNew, Inc. is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, your failure to inquire into these matters may affect your rights to your idea or invention.

Marketing Agreement

This Marketing Agreement (“**Agreement**”), is made and entered into as of this 09 day of March, 2010 by and between **AbsolutelyNew, Inc.**, a California corporation (“**ANI**”), with a principal place of business at 650 Townsend Street, Suite 475, San Francisco, CA 94103 and **Elward L. Holman** (“**Client**”), residing at the address provided below.

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NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the parties hereto agree as follows:

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 2. **Services.** ANI agrees to market and promote the Invention and to perform the marketing services more particularly described on Schedule 1 (the “**Services**”) for the duration of the Term.
 3. **Consideration.** In consideration for the Services, Client shall pay to ANI the following amounts:
 - 3.1. **Fee:** A fee in the amount of U.S.\$ **11,460.00** (the “**Fee**”), which Fee includes all expenses and costs incurred by ANI, including attendance by ANI at all tradeshows and manufacturer/retailer meetings that ANI deems appropriate for the Invention.
 - 3.2. **Share of Proceeds:** A **35%** share of any proceeds received by Client (or ANI on Client’s behalf) during or after the Term as a result of any sale, license, assignment or other transfer of the Invention (as a result of ANI’s efforts or otherwise) that occurs during the Term (such proceeds, the “**Royalties**”) or during the Negotiation Period described in Section 5.1.
 - 3.2.1. **Recoupment.** Client is entitled to recoup the Fee paid from Royalties before ANI begins to receive its Royalty share specified above.
 4. **Project Start.** ANI will begin work when (1) both parties hereto have signed this Agreement, and (2) ANI has received the Fee (or such portion of the Fee as agreed to by the parties) in accordance with Section 3.1 (the first such date that both of these conditions are met is the “**Effective Date**”).

If Client is late in the payment of any part of the Fee, ANI may, in its sole discretion, choose to delay or suspend performance of the Services until full payment is received.

5. **Project Schedule and Length.** ANI's performance shall begin on the Effective Date, and continue for **6 months** from such date (the "Initial Term"). ANI and Client may extend the Initial Term on terms agreed upon by the parties (the Initial Term, plus all extensions, the "Term"). Client shall not be charged for any extensions to the Initial Term.

- 5.1. **Negotiation Period.** If the Term expires while negotiations with any Potential Acquirer(s) are in progress, ANI shall be entitled to continue, at its own expense, to negotiate or finalize an agreement with such Potential Acquirer on an exclusive basis for up to one (1) year. ANI will be entitled to its share of any Royalties arising from any sale, license, assignment or other transfer of the Invention finalized during this negotiating period.

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- 6.1. **Patents.** Client represents that, in connection with the Invention, he or she owns a valid and enforceable U.S. patent (and all maintenance fees thereon have been paid) or an application therefore has already been filed by Client. If Client's patent is pending or provisional, Client shall provide ANI with a copy of the patent application, including any filed claims relating thereto. Client further represents that either (1) he or she is the sole and exclusive owner of the Invention and all intellectual property rights comprising the Invention (collectively, the "Rights"), or (2), if there is more than one owner of the Invention and/or the Rights, Client has disclosed such other owners to ANI. Client agrees to promptly inform ANI if he or she agrees to sell, license, assign or otherwise transfer any of the Rights to any third party.

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- 6.4. **Disclosure of Invention.** Client shall provide ANI all technical information and know-how regarding the Invention to enable ANI to undertake and perform the Services. Notwithstanding any confidentiality obligations imposed by law or contained in any agreement between the parties to the contrary (which obligations are hereby waived), Client acknowledges and agrees that ANI (or any of its affiliates) may reveal such details of the Invention as are necessary to promote and market the Invention in legitimate trade circles and to allow ANI to otherwise perform its duties under this Agreement.

- 6.5. **Consultation and Further Assurances.** Client agrees to be available for consultation when

necessary for ANI to perform its services and to provide all approvals and consents required in a reasonable and prompt manner. If Client agrees to sell, license, assign or otherwise transfer the Invention to a Potential Acquirer, Client also agrees to take such actions as may be reasonably requested by ANI (or a Potential Acquirer) to evidence or effectuate any such sale, license, assignment or other transfer of the Invention.

- 6.6. Communication with Potential Acquirers.** During the Term, Client agrees not to contact any Potential Acquirer without the prior written consent of ANI.
- 7. Client Materials and Ownership.** Client shall own all work product delivered to him or her in connection with the Services. After the expiration of the Term, Client may retain and use all brochures, research and other materials generated on Client's behalf in connection with the Services (collectively, the "**Client Marketing Materials**"). Nothing contained in this section or otherwise shall be construed to grant Client any right or interest whatsoever in any processes, techniques, know-how, methods, strategies, databases or any other proprietary information that ANI or its affiliates utilize to create the Client Marketing Materials or the performance of the Services. Further, nothing contained herein shall be construed as granting ANI an ownership interest in the Invention or any of the Rights.
- 8. Expectations.** ANI shall work in good faith to secure a sale, license or other acquisition of the Invention on behalf of Client. However, Client understands and acknowledges that entering into this Agreement does not guarantee or imply the successful sale, licensing or other acquisition of the Invention by any third party.
- 9. Independent Parties.** ANI and Client are independent principals in all relationships and actions under, and contemplated by, this Agreement. This Agreement shall not be construed to create any employment relation, partnership, joint venture or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.
- 10. Client Representation.** Client represents that he or she is regularly engaged in a trade, business, or profession that has either a net worth of one hundred thousand dollars (\$100,000) or more; or he or she has gross receipts from any source of fifty thousand dollars (\$50,000) or more during the calendar year in which this Agreement is signed.
- 11. Indemnification.** Client shall indemnify, defend and hold harmless ANI, its affiliates and each of their respective officers, directors, equity holders, employees and agents, against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses resulting from or arising, directly or indirectly, out of any untruth, inaccuracy, misrepresentation or breach of the representations made by Client in Sections 6.1 (patent ownership) or 10 (financial condition).
- 12. Entire Agreement.** THIS AGREEMENT, INCLUDING ALL SCHEDULES AND ATTACHMENTS ATTACHED HERETO, CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE REPRESENTATIONS AND OBLIGATIONS OF CLIENT AND ANI TO EACH OTHER. EACH PARTY REPRESENTS THAT IT IS NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, ORAL OR WRITTEN, MADE BY ANY REPRESENTATIVE OF THE OTHER PARTY NOT CONTAINED IN THIS WRITTEN AGREEMENT.

13. **Termination.** Except with respect to those provisions that survive such expiration by their terms (including, without limitation, the representations contained in Section 6.1, 10 and 11), this Agreement shall terminate upon the expiration of the Term or, at ANI's option, when Client defaults in any of its payment obligations hereunder.
14. **Arbitration.** THE PARTIES SHALL SUBMIT ALL DISPUTES OCCURRING DURING OR AFTER THE TERM RELATING TO THIS AGREEMENT TO BINDING ARBITRATION IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE (THE "CODE") BEFORE A SINGLE NEUTRAL ARBITRATOR SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). EITHER PARTY MAY ENFORCE THE AWARD OF THE ARBITRATOR UNDER THE CODE. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN EXISTING COMMERCIAL ARBITRATION RULES OF THE AAA AND SHALL TAKE PLACE IN THE CITY OF SAN FRANCISCO, CALIFORNIA, AT A TIME AND PLACE SELECTED BY THE ARBITRATOR.
15. **Limitation of Liability.** The liability of ANI, its agents and employees to Client as a result of any act or omission shall not exceed an aggregate limit of the amount of the Fee that Client has paid to ANI under this Agreement, regardless of the legal theory under which such liability is imposed.
16. **Forum Selection and Choice of Law.** Subject to Arbitration section and without limiting the mandatory nature of the provisions contained therein, only an appropriate state or federal district court located in the County of San Francisco, California shall have jurisdiction over any dispute occurring during or after the Term arising out of or relating to this Agreement. This Agreement shall be interpreted under the laws of California, excluding any laws that direct the application of another jurisdiction's laws.
17. **Record Retention.** ANI is required to maintain all records and correspondence relating to the performance of the Services for the Client for a period of at least three (3) years after the expiration of this Agreement. All such records and correspondence shall be maintained in the custody of ANI at 650 Townsend Street, Suite 475, San Francisco, California, 94103 and offsite. The records and correspondence relating to the services rendered to the Client will be made available to the Client, or the Client's representative, for review and copying at the Client's expense on ANI's premises during normal business hours upon seven (7) days' written notice; beginning the date the notice is placed in the United States mail properly addressed, first-class postage prepaid.
18. **Counterparts/Fax.** This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement. Any signature page delivered by fax machine shall be binding to the same extent as an original signature page.
19. **Execution: THE PARTIES HAVE CAREFULLY READ THIS AGREEMENT AND BY SIGNING IT AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

The seven-day period during which you may cancel this contract for any reason by mailing or delivering written notice to ANI will expire on _____, 20__ (the last date to mail or deliver notice). If you choose to mail your notice, it must be placed in the United States mail properly addressed first-class postage prepaid and postmarked before midnight of this date. If

you choose to deliver your cancellation notice to ANI directly, it must be delivered to ANI by the end of its normal business day on this date. ANI also has the right to cancel this contract by notice similarly mailed or delivered.

Client

AbsolutelyNew, Inc.

Approved by ANI Executive:

By: _____
Name: Elward L. Holman

By: _____
Name: Dominick Niboli
Director, Innovation Group

By: _____
Executive Member

Date: _____

Date: _____

Date: _____

Address: 4617 Old Fox Trail
Chesapeake, VA 23321

Home Ph: 757.639.2055

Work Ph:

Mobile Ph:

Fax:

Email:

SCHEDULE 1 - SERVICES

ANI shall perform the following four (4) Marketing Tasks within forty five (45) days after the Effective Date:²

- 10) Thoroughly examine the Invention to identify its **Marketable Features** and **Market Opportunities**.
- 11) Prepare and deliver to the Client a **Marketing Research Document (MRD)** which report shall include:
 - a) **Market Research Report** containing primary and secondary Markets for the invention,
 - b) **Competitive Industry Analysis**,
 - c) **Industrial Snapshot**,
 - d) **Estimated Potential Market Size**,
 - e) **Revenue Snapshots** for Potential Acquirers,
 - f) Initial list of **Potential Acquirers**, including company names and addresses, from public and proprietary resources, to assist ANI's marketing of the Invention, and
 - g) List of scheduled **Trade Shows** that ANI deems relevant to the Invention, some of which ANI may attend on behalf of the Client.
- 12) Create and deliver a **Creative Brief** defining the scope and style of the product.
- 13) Prepare and deliver to the Client a **Marketing Package**, containing relevant Features and Benefits, which shall include a one page, full-color **Product Concept Sheet (PCS)**, as well as any other photographs, designs, and illustrations that ANI deems to enhance the marketability of the Invention.

If a trade show or manufacturer/retailer presentation that ANI deems appropriate for the Invention is scheduled within this forty five (45) days, ANI will use its best effort to assemble a **Preliminary Presentation Package** utilizing available descriptive materials, including those supplied by the Client, to represent the Invention effectively.

ANI shall perform the following Marketing Tasks beginning forty five (45) days after the Effective Date:

- 14) **Personally contact Potential Acquirers** to explore commercial uses and interest in the Invention.
- 15) **Deliver the Product Development Package, Marketing Package and Introductory Cover Letter** to appropriate Potential Acquirers in person, electronically by email or fax, or by U.S. Mail.
- 16) **Represent the Invention at tradeshow or manufacturer/retailer presentations** that ANI deems appropriate for the Invention.
- 17) **Represent the Client in negotiations with Potential Acquirers** who indicate an appropriate level of interest. Make offers to, or accept offers from, such persons on terms approved by the Client; and manage any Royalty collections and distributions on behalf of the Client in accordance with the terms of this Agreement. ANI shall remit all Royalty proceeds, less amounts due ANI, directly to the Client within thirty (30) days of receipt of such proceeds by ANI.

² Subject to Client's timely delivery of the Initial Content (Section 6).

18) Provide the Client with telephonic updates on all significant project developments and periodic written reports at least quarterly during the Term. The reports will include information concerning the progress and results of the effort to promote the Invention. If the Client fails to receive any report (which failure shall not be deemed a material breach), the Client should contact ANI to obtain it.

ATTACHMENT 1

ADDITIONAL STANDARD TERMS

Prototypes

It is ANI's intent that all Prototypes sent to ANI by the Client or built by ANI at the Client's request shall be used by ANI to gain a better understanding of the Invention to enable ANI to better market the Invention on behalf of the Client. However, the Client acknowledges that all prototypes sent to ANI, are sent voluntarily and the Client assumes all risk associated therewith. Neither ANI nor any of its affiliates may be held liable, nor shall any of them be held responsible in any way, for any loss of, or damage to, a prototype, whether caused by the negligence of ANI or any Potential Acquirer, or otherwise, and the Client hereby acknowledges and accepts that any such liability shall be borne by the Client.

If an adequate prototype or model of the Invention is not available, the Client may request that ANI create one for the purpose of illustrating or demonstrating the Invention. The Client shall bear the full cost of creating any prototype or model so requested, which cost shall be set forth in a separate agreement for the creation of the prototype or model.

Fees

In the aggregate, ANI does not intend to expend more in performing the Services than it receives in Fees. However, when ANI negotiates Client license agreements with Potential Acquirers, and later evaluates the royalty reports and verifies royalty compliance; ANI may expend up to thirty five thousand dollars (\$35,000) of its own resources in excess of the Fee. ANI may pay its employees a commission of up to three and three-quarter percent (3¾%) of the Fee. Because ANI does not provide patenting services, ANI will not expend any of the Fee for patent acquisition or advice.

Client Relations

ANI evaluates the Client and the size of the potential market for the Client's Invention. ANI's services do not include, and never have included, evaluation of any idea, invention or product for its commercial potential. Consequently, ANI has not provided any evaluation (positive or negative) of the Invention's commercial potential. ANI and its officers are currently affiliated with Science+Technology LLC, which facilitates commercialization and cross-marketing of various business-to-business technologies. In 2007, ANI acquired the Client contracts that were in good standing from IP&R Inventors' Publishing and Research LLC. The Client contract figures below include the contracts from that acquisition.

ANI currently has two hundred forty two (242) Clients with contracts in progress. Of the one thousand nine hundred forty two (1942) Client contracts completed, one hundred twenty (120) Clients have obtained licensing agreements. This six percent (6%) licensing success rate compares very favorably to the two percent (2%) rate cited on the U.S. Patent & Trademark Office website. Furthermore, sixteen (16) of ANI's licensed Clients have already earned more in royalties than they paid for marketing services.

Client Satisfaction

Client satisfaction is very important to ANI. That is why ANI surveys most Clients at the beginning, middle, and at the end of their engagement. The most recent survey results reveal that at the beginning of the engagement eighty nine percent (89%) of respondents would recommend ANI. In the middle, ninety one percent (91%) would recommend ANI and by the end of their engagement, ninety five percent (95%) said they would recommend ANI to others.

Service suggestions, comments, complaints and compliments should be addressed to Customer Service at AbsolutelyNew, Inc., 650 Townsend Street, Suite 475, San Francisco, California 94103; telephone: 415-865-6200. ANI's registered agent for service of process is Anthony Flores, 650 Townsend Street, Suite 475, San Francisco, California 94103.

Section 3:

The Pre-Order Agreement



I am currently in need of your support to get the **“Miracle Hair Style Pillow”** in the stores and here’s how you can help:

If you would pre-order the **“Miracle Hair Style Pillow”** from my site, www.talkhair.com, for **\$49.95** I will be able to enter the marketing agreement with Absolutely New INC to get a Licensing agreement and you become one of the first to have the only invention, ever, especially made to help give you a comfortable sleep and still have that beautiful hair style in the morning!



When you pre-order today you will receive the a **“Certificate of First”** proving to the world that you were one of the first people to not only purchase this amazing invention but more importantly one of the first to help get it to the market.

Each person that pre-orders the **“Miracle Hair Style Pillow”** will receive a confirmation of purchase and their **“Certificate of First”**, it will include a refund policy that protects their purchase just like all my products sold on TalkHair.com.

All pre-orders will ensure the progress of the Development and marketing of the invention entitled The **“Miracle Hair Style Pillow”** US Patent# 7,437,788 B1 and the estimated delivery date will be announced once the Licensing agreement is obtained and these are the terms that you agree to by proceeding to pre-order.

Your support with pre-orders will bless you, me and all those that will purchase the only invention, ever, especially made to help give you a comfortable sleep and still have that beautiful hair style in the morning!

I will make sure to let the world know who you are and what you did to seal the fate of our blessing from God!

Thank You for your pre-order!!!!!!!!!!!!

Please contact me to answer your questions:

Elward **Levon** Holman Jr.

Wk: (757) 639-2055

Thank You for Listening and God Bless,
Elward Levon Holman Jr., Inventor

Section 4:

The Giving Agreement



I am currently in need of your support to get the “**Miracle Hair Style Pillow**” in the stores and here’s how you can help:

If you would give what your heart desires to give towards the completion of the vision of the “**Miracle Hair Style Pillow**” from my site, www.talkhair.com, your gift will cause me to get closer to entering the marketing agreement with Absolutely New INC to get a Licensing agreement and you will know that you helped bring to life the first and only invention, ever, especially made to help give you a comfortable sleep and still have that beautiful hair style in the morning!



When you give your gift today you will receive the a “Certificate of Giving” proving to the world that your heart was is sold out on helping others in their dreams and visions. Each person that gives towards the “**Miracle Hair Style Pillow**” will receive a Thank you gift and their “Certificate of Giving” and my prayer that their lives will prosper continuously!

Your support will bless you, me and all those that will purchase the only invention, ever, especially made to help give you a comfortable sleep and still have that beautiful hair style in the morning!

I will make sure to let the world know who you are and what you did to seal the fate of our blessing from God!

Thank You for your heart to give!!!!!!!!!! It really means a lot to me because I am a giver too!!!!!!!!!!!!!!

Please contact me to answer your questions:

Elward **Levon** Holman Jr.

Wk: (757) 639-2055

Thank You for Listening and God Bless,

Elward Levon Holman Jr., Inventor