



ITEM 13 TRADEMARKS

BR Consulting, Inc. (“BR Consulting”) is a New Jersey corporation that owns the Marks that we will sublicense to you. BR Consulting, registered the following trademarks on the United States Patent and Trademark Office (“USPTO”):

REGISTERED MARK		
MARK	REGISTRATION NUMBER	REGISTRATION DATE (RENEWAL DATE)
	3,848,216	September 14, 2010
	4,889,669	January 19, 2016 (Renewed March 22, 2026)

The Marks listed above are registered on the Principal Register. All required affidavits for the registered Marks have been filed.

In addition to the primary Marks listed above, you will also be granted a limited license to use DAHN YOGA for purposes of advertising that your Center offers Dahn Yoga classes. The DAHN YOGA mark was registered on the Principal Register at the USPTO on September 12, 2006 under the registration number 3,141,495. BR Consulting is also the owner of the DAHN YOGA mark.

On February 1, 2016, we entered into a Second Amended and Restated License Agreement (the “License Agreement”) with BR Consulting. Under the terms of the License Agreement, BR Consulting granted us the right to use the Marks in the Body & Brain System and to sublicense the Marks to our franchisees. The term of the License Agreement automatically renews annually, unless it is terminated in accordance with its terms or unless either party provides notice that it does not intend to renew. BR Consulting is permitted to terminate the Trademark License Agreement only if we declare bankruptcy or become insolvent or if we commit a default under the License Agreement and fail to cure within the required period of time. We are obligated to pay a portion of all initial franchise fees and royalty fees that we receive to BR Consulting. If the License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement. We and BR Consulting may amend the License Agreement at any time. Except for the License Agreement, no agreements limit our right to use or sublicense the use of the Marks.

We grant you the right to operate a franchise under the name “Body & Brain” shown on the cover page of this Disclosure Document and identify yourself as a Body & Brain franchisee. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your Business or the products or services that you sell. We may change the trademarks you must use from time to time (including by discontinuing use of the Marks listed in this Item 13) and you must comply with any such change at your expense.

You must follow our rules when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You may not use the Body & Brain name in the sale of any product or service that is not previously authorized by us

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN AGREEMENT	SUMMARY
	SSA: Not Applicable	No obligations specified.
j. Assignment of contract by us	Section 19.1	No restriction on our right to assign.
	SSA: 10.3	SSA does not restrict ability of BBYHC to assign.
k. "Transfer" by you – definition	Section 19.2	Includes transfer of contract or assets, or ownership change.
	SSA: Section 10.3	Includes assignment of rights, delegation of duties, hypothecation, transfer, mortgage, sublet, license or encumbrance of rights, duties or other interests in SSA.
l. Our approval of transfer by you	Section 19.2 & 19.3	If certain conditions are met, you may transfer to a newly-formed entity owned exclusively by the Owners. We have the right to approve all other transfers (including the addition of new owners) but will not unreasonably withhold approval.
	SSA: Section 10.3	BBYHC must approve transfer in writing.
m. Conditions for our approval of transfer	Section 19.2	Transferee must meet our qualifications, successfully complete the initial training program (and pay initial training fee), obtain all required licenses and permits, and sign a new franchise agreement for the remainder of the term. You must be compliant with your Franchise Agreement, assign your lease if applicable, pay us the transfer fee and sign a general release and subordination agreement. We must notify you that we do not intend to exercise our right of first refusal.
	SSA: Section 10.3	Must obtain BBYHC's approval in writing.
n. Our right of first refusal to acquire your business	Section 19.5	We have the right to match any bona fide, arms-length offer for your business.
	SSA: Not Applicable	Not Applicable
o. Our option to purchase your business	Section 21.2	We have the option to purchase your Business or certain of your assets on the expiration or termination of the Franchise Agreement.
	SSA: Not Applicable	Not Applicable
p. Your death or disability	Section 19.4	Within 6 months, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers.
	SSA: Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Section 14.2 & 14.3	No involvement in competing business; comply with non-solicitation and non-disclosure covenants, <u>subject to applicable state law.</u>
	SSA: Section 4.4	May not reverse engineer, decompile, reproduce, publish, sell, sublicense, transfer, rent or distribute the software.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires	Section 14.4 [See also Section 5 of Training Agreement]	No involvement for 2 years in competing business within 15 miles of any Body & Brain Center or Dahn Yoga Center; comply with non-solicitation and non-disclosure covenants; cease use of know-how and trade secrets, <u>subject to applicable state law.</u> If you sign a Training Agreement but do not sign a Franchise Agreement, you will be subject to similar obligations under Section 5 of the Training Agreement, <u>subject to applicable state law.</u>
	SSA: Section 4.4	May not reverse engineer, decompile, reproduce, publish, sell, sublicense, transfer, rent or distribute the software.
s. Modification of the agreement	Section 24.8	Requires writing signed by both parties. Other modifications primarily to comply with various states laws.
	SSA: Section 10.7	Requires writing signed by both parties. Other modifications primarily to comply with various states laws.
t. Integration/merger clause	Section 24.8	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.
	SSA: Section 10.7	Only the terms of the SSA and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and SSA may not be enforceable. Nothing in the SSA or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 22	Except for certain claims, all disputes must be arbitrated or mediated (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).
	SSA: Section 9.1	All disputes must be mediated and then arbitrated (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).
v. Choice of forum	Section 22	Arizona (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).
	SSA: Section 9	Arizona (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).
w. Choice of law	Section 24.1	Arizona (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).
	SSA: Section 10.4	Arizona (except as otherwise disclosed in <u>EXHIBIT "I"</u> to this Disclosure Document).

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	April 20, 2026*
Hawaii	Pending* <u>April 7, 2026*</u>
Illinois	April 16, 2026*
Maryland	March 4, 2026*
Minnesota	Pending
New York	Pending*
Virginia	April 9, 2026*
Washington	March 27, 2026*

* This effective date pertains to a separate state-specific FDD for the registration of this Body & Brain Center franchise.

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.