



## SHIELD OF DAVID PIN & PENDANT LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE JEWISH FEDERATION OF GREATER LONG BEACH & WEST ORANGE COUNTY, a California Non-Profit Corporation, hereinafter referred to as "Licensor",

A N D

Hereinafter referred to as "Licensee",

### WITNESSETH:

WHEREAS, the Licensor is the owner of the designs for pieces of jewelry known as the Shield of David Pin & Pendant, and has entered into an agreement with a manufacturer of jewelry to produce the Shield of David Pin & Pendant in gold and in silver, and

WHEREAS, the Licensor has established criteria (that it, at its discretion, may from time to time modify) establishing the conditions upon which the Shield of David Pin & Pendant is to be awarded to certain of its members; and

WHEREAS, the Licensor has federally registered in the U.S. Patent and Trademark Office the design of the Shield of David Pin & Pendant as a service mark, and has been issued the Certificate of Registration # 5,094,043; and

WHEREAS, the Licensee desires to award the Shield of David Pin & Pendant to its members on the basis of the criteria established by the Licensor, and

WHEREAS, the Licensor is, for no remuneration or profit to itself, willing to allow the Licensee to award the Shield of David Pin & Pendant so long as it faithfully follows the criteria established (and from time to time modified) by the Licensor,

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:

1. The Licensee is hereby granted the right to use Licensor's collective mark and to share in the use of the jewelry design owned by the Licensor for the Shield of David Pin & Pendant subject to the terms, conditions and covenants of this Agreement. The sole and only criteria used by the Licensor to award the Shield of David Pin & Pendant collective mark are contained on Exhibit "A" attached hereto, which criteria shall govern and be the sole and only such criteria. At such time as the Licensor, in its sole discretion, changes or modifies these criteria, the Licensee shall be supplied with a revised Exhibit "A" which it shall then follow, such changes shall have no effect upon pins already distributed. The Licensee agrees to faithfully abide by the criteria established therein and that agreement on its part constitutes the sole consideration for the Licensor's agreeing to share its collective mark with the Licensee.

2. The Licensee agrees that it shall not cause the Shield of David Pin & Pendant to be manufactured by any person or entity other than the one selected and approved by the Licensor.

3. Licensor agrees to use its best efforts to obtain from its own sources of supply the items to be furnished to Licensee under this Agreement. Licensor shall not, however, be liable to Licensee if, without fault on the part of Licensor, such items cannot be obtained from the Licensor's sources, nor shall Licensor be liable for the breach by Licensor's supplier of any order for items submitted to the supplier by Licensor on behalf of Licensee.

4. All orders for the Shield of David Pin & Pendant shall be submitted to the Licensor. All payment due thereunder shall be submitted to the Licensor.

5. The parties hereto do hereby agree that the foregoing contains the entire agreement between the parties and that same may be executed in counterparts, each to bear the same import as if it were the sole original. Any modification, alteration or cancellation of this Agreement shall not be binding unless same is in writing, signed by the parties.

6. This Agreement shall be governed by the laws of the State of California.

7. The address for any notices pursuant to this Agreement and for the delivery of orders by the Licensee to the Licensor is:

LICENSOR:           JEWISH FEDERATION OF GREATER LONG  
                          BEACH & WEST ORANGE COUNTY  
                          3801 E. Willow Street  
                          LONG BEACH, CA 90815

LICENSEE:

8. Licensee does hereby agree that it will not sell nor assign any Shield of David Pin & Pendant without the express written consent of Licensor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS: \_\_\_\_\_  
JEWISH FEDERATION OF GREATERLONG BEACH & WEST ORANGE COUNTY - "LICENSOR"

\_\_\_\_\_  
"LICENSEE"

\_\_\_\_\_  
"LICENSOR"

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## EXHIBIT "A"

JEWISH FEDERATION OF GREATER LONG BEACH & WEST ORANGE COUNTY criteria for the award of the Shield of David Pin & Pendant:

- I. The Shield of David Zahav Gold Pin collective mark is to be awarded to male members of local and/or national Federations who in any single campaign year contribute personal pledges to the annual campaign in the amount of Five Thousand Dollars (\$5,000.00) or more.
  - a. Any male member who received a Shield of David Zahav Gold Pin in a previous campaign year, and who makes a minimum Five Thousand Dollar (\$5,000) increase contribution to the local and/or national Federation annual campaign, shall be entitled to purchase a ruby stone to be placed on the pin by the manufacturer.
  - b. Any male member who received a Shield of David Zahav Gold Pin in a previous campaign year, and who makes a minimum Ten Thousand Dollar (\$10,000) increase contribution to the local and/or national Federation annual campaign, shall be entitled to purchase a 5 pt. diamond to be placed on the pin by the manufacturer selected by the Licensor.
  - c. Any male member who wishes to endow their annual campaign, shall be entitled to purchase a lapis background to be placed on the pin by the manufacturer.
- II. The Shield of David Zahav Gold Pendant collective mark is to be awarded to male members of local and/or national Federations who in any single campaign year contribute personal pledges to the annual campaign in the amount of Five Thousand Dollars (\$5,000.00) or more.
  - a. Any male member who received a Shield of David Zahav Gold Pendant in a previous campaign year, and who makes a minimum contribution, shall be entitled to purchase the following, to be placed on the pin by the manufacturer:
    - i. Ten Thousand Dollar (\$10,000) contribution for a ruby stone
    - ii. Eighteen Thousand Dollar (\$18,000) contribution for a 5 pt. diamond
    - iii. Twenty Five Thousand Dollar (\$25,000) contribution for 10 pt. diamond
    - iv. Thirty Six Thousand Dollar (\$36,000) contribution for a 15 pt. diamond
    - v. Fifty Thousand Dollar (\$50,000) contribution for a 20 pt. diamond
    - vi. Seventy Thousand Dollar (\$75,000) contribution for a ¼ diamond
    - vii. One Hundred Thousand Dollar (\$100,000) contribution for 3 diamonds
    - viii. Two Hundred Thousand Dollar (\$200,000) contribution for one-of-a-kind design
  - b. Any male member who wishes to endow their annual campaign, shall be entitled to purchase a lapis background to be placed on the pendant by the manufacturer.

- III. The Shield of David Kesef Silver Pin collective mark is to be awarded to male members of local and/or national Federations who in any single campaign year contribute personal pledges to the annual campaign in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) or more.
- a. Any male member who received a Shield of David Kesef Silver Pin in a previous campaign year, and who makes a minimum Five Hundred Dollar (\$500) increase contribution to the local and/or national Federation annual campaign, shall be entitled to purchase a diamond to be placed on the pin by the manufacturer.
  - b. Any male member who wishes to endow their annual campaign gift, shall be entitled to purchase a lapis background to be placed on the pin by the manufacturer.
- IV. The Shield of David Kesef Silver Pendant collective mark is to be awarded to male members of local and/or national Federations who in any single campaign year contribute personal pledges to the annual campaign in the amount of One Thousand Eight Hundred Dollars (\$1,800.00) or more.
- a. Any male member who received a Shield of David Kesef Silver Pendant in a previous campaign year, and who makes a minimum increase contribution as follows, shall be entitled to purchase the following, to be placed on the pin by the manufacturer:
    - i. Five Hundred Dollar (\$500) increase contribution for a 5 pt. diamond
    - ii. One Thousand Dollar (\$1,000) increase contribution for a 10 pt. diamond
  - b. Any male member who wishes to endow their annual campaign gift, shall be entitled to purchase a lapis background to be placed on the pendant by the manufacturer.