



POMEGRANATE PIN LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
20____, by and between THE JEWISH FEDERATION OF THE LEHIGH VALLEY, a
Pennsylvania Non-Profit Corporation, hereinafter referred to as "Licensor",

AND

Hereinafter referred to as "Licensee",

WITNESSETH:

WHEREAS, the Licensor is the owner of the design for a piece of jewelry known as the Pomegranate Pin, and has entered into an agreement with a manufacturer of jewelry to produce the Pomegranate Pin 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 Pomegranate Pin 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 Pomegranate Pin as a collective mark, and has been issued the Design Patent No. 278,611; and

WHEREAS, the Licensee desires to award the Pomegranate Pin 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 Pomegranate Pin 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 Pomegranate Pin subject to the terms, conditions and covenants of this Agreement. The sole and only criteria used by the Licensor to award the Pomegranate Pin 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 Pomegranate Pin 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 Pomegranate Pin shall be submitted in writing to the jeweler, K.L. Moyer, who shall then process same. All payment due thereunder shall be submitted to the Licensor, THE JEWISH FEDERATION OF THE LEHIGH VALLEY, who shall make prompt payment to K.L. Moyer.

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 Commonwealth of Pennsylvania.

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 THE LEHIGH VALLEY
 702 NORTH 22ND ST.
 ALLENTOWN PA 18104

LICENSEE:

8. Licensee does hereby agree that it will not sell nor assign any Pomegranate Pins 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 THE
LEHIGH VALLEY - "LICENSOR"

Jeri Zimmerman, JFLV Executive Director

"LICENSEE"

EXHIBIT "A" (Revised 1/08)

JEWISH FEDERATION OF THE LEHIGH VALLEY criteria for the award of the Pomegranate Pin:

- A. The Pomegranate Pin collective mark is to be awarded to women 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.

- B. Any woman member who received a Pomegranate Pin in a previous campaign year, and who makes a contribution to the local and/or national Federation, shall be entitled to receive a ruby to be placed on the Pomegranate Pin by the manufacturer selected by the Licensor, subject to the following conditions:
 - 1a. The contribution in respect of which a ruby is to be awarded shall be as follows:
 - First Ruby - Minimum contribution required - \$1,900.00
 - Second Ruby - Minimum contribution required - \$2,000.00
 - Third Ruby - Minimum contribution required - \$2,100.00
 - Fourth Ruby - Minimum contribution required - \$2,200.00
 - Fifth Ruby - Minimum contribution required - \$2,300.00
 - Sixth Ruby - Minimum contribution required - \$2,400.00
 - Seventh Ruby - Minimum contribution required - \$2,500.00
 - Eighth Ruby - Minimum contribution required - \$2,600.00
 - Ninth Ruby - Minimum contribution required - \$2,700.00

 - 1b. Some federations may choose to insert one (1) ruby per year at or above the particular qualification level (i.e., at least \$1,800 every year).

 2. Regardless of the amount of the contribution made in any one campaign year, only one (1) ruby shall be awarded with respect thereto.

 3. No more than nine (9) rubies may be awarded to any woman member.

