

Attachment 1

**AN AGREEMENT BETWEEN THE CITY OF BEVERLY
HILLS AND CMG BRANDS, LLC TO PROVIDE
EXCLUSIVE LICENSING REPRESENTATION TO THE
CITY**

This Representation Agreement (this "Agreement") dated May 26, 2013 ("Effective Date") is between the City of Beverly Hills ("City") and CMG Brands LLC ("Agent").

RECITALS

WHEREAS, City is the proprietor of rights to the intellectual property rights as set forth in the attached Exhibit A, which will be updated by the City from time to time ("Property");

WHEREAS, City desires to engage the services of Agent as its worldwide representative in connection with obtaining, servicing and negotiating agreements for the exploitation of the Property; and

WHEREFORE, based on the foregoing premises and the covenants contained herein, the parties hereto agree as follows:

TERMS

1. **Appointment as Sole Licensing Agent.** City appoints Agent as its worldwide representative in connection with obtaining, servicing and negotiating agreements for the commercial exploitation of the Property ("License Agreements") in connection with the following services ("Services Provided"):

- a. Sale of merchandise incorporating the Property;
- b. Promotion and/or advertising of companies and products;
- c. Subject to the rights retained by City as detailed in paragraph 2 below, Media or theatrical placements, which shall include but not be limited to movies, television specials, video releases, plays and/or other performances, books and/or other publications;

City agrees that this Agreement shall be exclusive also as to City, and that City will not enter into any other agreements that would fall under the scope of this Agreement. During the term of the Agreement, City agrees to use its reasonable efforts to refer to Agent any inquiries from third parties desiring a License Agreement relating to the Property except for those inquiries relating to rights retained by City as described in paragraph 2.

2. **Exclusions.** Notwithstanding Section 1, Agent hereby acknowledges and agrees that City retains all other rights to the Property not expressly conveyed to Agent hereunder, without limitation, throughout the world. Specifically, City reserves the right: (i) to use the Property for its own use in any way including, but not limited to promote and market the City of Beverly Hills and its programs and special events, including programs and events sponsored by others that the City determines in its sole discretion; (ii) to use the Property for the development and manufacture of goods for use by the City (whether for sale or for promotion) or for sale to third

parties including the general public through any commercial means; (iii) to permit such use by non-profit, educational and other organizations to promote and market the City or for such other purposes the City determines in its sole discretion; and (iv) to license the Property to third parties for entertainment-related uses of the Property such as the display of the Property in print, cable, television, motion pictures and other media. Nothing herein shall be interpreted to allow City to engage a licensing agent for such activities and it is the expectation of the parties that the City will undertake these activities without the use of a licensing agent.

Unless otherwise agreed to by City in writing, Agent acknowledges and agrees that City shall be responsible for and shall have the exclusive right to: (i) all revenues from licenses previously entered into by City or entered into by City's previous licensees, or (ii) prospective revenue from the potential or prospective licensees listed in Exhibit B, attached hereto and incorporated by reference herein, for which the City or City's previous agent has been in discussion with and/or in negotiation with such other third party's potential licensees prior to the effective date of this Agreement. Revenues include all revenues derived from those licenses or prospective licenses and from any amendments, renewals or extensions thereof.

3. **Term.** The initial term of this Agreement shall be from May 30, 2013 through December 31, 2014 and shall automatically renew for successive two (2) year renewal terms, unless either party gives the other 60 days written notice of their intention not to renew.

4. **Termination.** Either party may terminate this Agreement with or without cause at any time by giving the other party sixty (60) days written notice. In addition, City shall have the right to immediately terminate this Agreement without notice of demand and without limiting City's exercise of any other right or remedy which it may have, whether pursuant to this Agreement, in law, in equity or otherwise upon the event of default or upon any other material breach, failure and/or refusal to comply with the terms of this Agreement by Agent, unless cured to the satisfaction of City within thirty (30) days.

Upon termination all indebtedness of Agent to City of any kind shall become immediately due and payable on the effective date of termination and Agent shall do nothing which might damage City's good will in the Property. Agent shall also immediately cease and permanently refrain from any of the following: (a) any and all use of the Property; (b) any and all use of any other of City's intellectual property; (c) any and all use of the proprietary information of City; and (d) representing itself as an Agent of City. Agent shall promptly return to City all documents and materials (including those stored or maintained electronically) containing such Property and proprietary information; provided however, that if such Property consists of a digital file, Agent may delete the file with the written consent of the City. Agent's obligations pursuant to this Section 4 shall survive the termination of this Agreement.

5. **Agent's Fee.** As sole compensation for Agent's services hereunder, Agent shall be entitled to a percentage of Gross Receipts as outlined below ("Agent's Fee"). Unless otherwise agreed upon in writing, Agent shall not be reimbursed for any expenses incurred by Agent in the performance of its duties under this Agreement.

"**Gross Receipts**" shall mean all payments or other consideration or compensation received by Agent on behalf of City and derived from all License Agreements.

a. Any License Agreement for which the Agent identifies the licensee(s), negotiates the terms of the License Agreement and administers the License Agreement, the Agent shall be entitled to thirty-one and one-half percent (31.5%) of the Gross Receipts actually received under said License Agreement;

b. Any License Agreement for which the City identifies the licensee(s) and provides the name of and contact person for the licensee(s) to the Agent, and the Agent negotiates the terms of the License Agreement and administers the License Agreement, the Agent shall be entitled to thirty percent (30%) of the Gross Receipts actually received under said License Agreement.

6. **Payment.** Agent shall be entitled to Agent's Fees for Services Provided on any new agreements procured during the term of this Agreement and any extensions, modifications or renewals thereof, irrespective of when entered. City agrees to pay Agent the percentages set forth in Section 5 with respect to all such Services Provided by Agent during the term of this Agreement. All payments from License Agreements shall be made payable to the Agent, on behalf of City, and deposited in a client trust account for the benefit of the City. Agent shall be entitled to receive and collect from the Gross Receipts its Agent's Fee prior to distributing City's share hereunder. City's remaining share of Gross Receipts, payable pursuant to this Agreement, shall be made by Agent to City within thirty (30) days following the end of any preceding month during which there are Gross Receipts.

7. **Reports.** Agent shall maintain complete and accurate records of all Gross Receipts as well as a summary of activities engaged in by Agent on behalf of City. Agent shall render to City quarterly reports and payments, if any, during and after the term of this Agreement so long as there are License Agreements in effect. The written report shall set forth the Gross Receipts received by Agent and the calculation of Agent's Fee(s) and other amounts due Agent hereunder, as well as a summary of information on Agent's activities from the previous quarter, together with any pertinent documentation, including, but not limited to, royalty reports, copies of communications and invoices from third parties or received from licensees or sent out by Agent.

8. **Approvals.**

a. City shall have the unlimited right to approve all proposed agreements obtained, serviced or negotiated by Agent; and City expressly reserves the unlimited right to reject any proposed licensing agreement. All approved agreements shall be signed by City to become effective and shall provide for City's absolute right to approve or reject all uses of the Property. Agent shall not be authorized to sign any agreement without City's permission. Agent shall provide City with an executed copy of each such licensing agreement immediately upon execution.

b. All licensing agreements negotiated by Agent shall provide that the licensee is to furnish City with artwork, prototypes, and samples of all items manufactured, distributed or sold pursuant to the exercise of the rights therein licensed and any and all advertising and promotional materials related thereto prior to any distribution of such items or materials. All products, as well as advertising and promotional materials related thereto, shall be subject to City's prior approval at the appropriate stages of their development. Whenever City is required to give or to

render an approval hereunder, Agent shall send written notice requesting such approval to City. City will then notify Agent in writing as to its approval or disapproval within seven (7) days or it shall be deemed approved. Agent agrees that in the event that City rejects any proposed use of items or materials prepared by any licensee, Agent will cause such licensee to refrain from any distribution or use of the rejected item or material.

9. **Best Efforts.** Agent agrees that all of the Services Provided hereunder shall be performed and rendered to the best of its ability and at its sole cost and expense. Agent will feature the Property in its brochure, trade booth exhibits, its web site and other appropriate promotional material in a prominent and professional manner. Agent agrees that it will conduct itself and exercise its rights in such a manner that it will not prejudice the standing of City nor reflect adversely upon the reputation, trademarks or goodwill of City or the Property.

10. **Obligations, Warranties and Indemnification.**

a. City hereby represents and warrants that: (1) it is the sole proprietor of the Property; (2) it has the full authority and is free to enter into this Agreement and has the capability to fully perform its obligations under this Agreement; and (3) other than licensing agreements in place relating to the Property, to the best of its knowledge, there is no outstanding assignment, grant, license, encumbrance, agreement, contract or other arrangement, either written, oral or implied, inconsistent herewith.

b. Agent hereby represents and warrants that: (1) Agent has the full right, authority and power to enter into this Agreement, and has the capability to fully perform its obligations under this Agreement; (2) the services provided by Agent and any subagent or licensee shall comply with all federal, state and local laws, orders and regulations (or analogous laws) in every country in which the Property is licensed in every manner including, but not limited to, all advertising, consumer protection, business practice and tax laws and regulations; (3) Agent shall not knowingly authorize any person or entity to exercise any right or perform any act which Agent is not authorized to perform hereunder; and (4) Agent will not knowingly authorize any other person or entity to harm, misuse, or bring into disrepute the Property.

c. Agent shall exert its best efforts in carrying out its obligations hereunder, including the obtaining of License Agreements and the collection of amounts due thereunder, short of litigation. Agent shall exercise the rights granted to it herein as an independent contractor and in such status it shall maintain an office and active organizations with adequate personnel to carry out the prescribed functions.

d. City shall be entitled to any remedy available at law or in equity in the event of any breach of such representations or warranties and notice of any alleged breach shall be given to Agent. Agent shall indemnify City, its officers, agents and employees and defend and hold each of them harmless from and against any and all claims, demands, causes of action, damages, liabilities, expenses and costs (including reasonable attorney fees) arising from any actions, errors or omission of Agent arising out of its performance under this Agreement, or based upon any breach of Agent's warranties, representation, duties and obligations under this Agreement and/or any claims, rights, interests and contracts that may be held or claimed by others in or to Agent's services including without limitation allegations or damages related to Agent's

exceeding its authority as set forth herein or any illegal act of Agent or its employee or other designee.

e. Agent's rights hereunder shall be limited to the rights specifically granted it hereunder and all other rights are reserved by City. Agent agrees that the Property is the exclusive property of City and that Agent shall not acquire any rights, title or interest in and to (i) the Property, (ii) any materials furnished by City in pursuance of this Agreement, or (iii) any materials created by Agent under this Agreement, nor shall Agent directly or indirectly attack the title, the validity of registrability or registration, or any rights of City in and to the Property. Agent agrees that all materials created by Agent and its employees and agents, including all logos, trademarks and copyrighted materials copyrights originated are work made for hire, and rights herein shall remain with City. To the extent that any such materials, including all logos, trademarks and copyrighted materials, do not constitute a work made for hire, Agent hereby grants, assigns and transfers to City all rights, titles, and interests in and to any such materials.

f. Agent shall negotiate all License Agreements on behalf of City and such Agreements shall be subject to the approval of the City, the Council licensing liaison committee, and the City's legal counsel. Each such License Agreement shall be in City's name and shall be executed by City. All License Agreements so negotiated by Agent shall be in the form furnished by City and shall provide for City's absolute right to approve all uses of the Property. City reserves the right to withhold approval of any proposed License Agreement and Agent agrees and confirms no such License Agreement shall be valid or binding upon City unless and until it shall have first been so approved by City. An executed copy of each such License Agreement shall be furnished by Agent to City.

g. Agent agrees that in the exercise of its rights hereunder, Agent will conduct itself and exercise its rights in such a manner that it will not prejudice the reputation, trademarks or goodwill of City or the Property.

h. Agent shall hold in strict confidence all confidential information provided to it any time by City in connection with this Agreement. Agent shall make such information available only to its own employees having a "need to know" in connection with Agent's proper performance hereunder, shall use such information only in connection with Agent's proper performance hereunder and shall make no other use or disclosure of such information of any nature whatsoever, whether during or after the Term hereof. At the end of the Term, Agent shall return all materials, documents and information regarding City or its business to City; provided however, that if such Property consists of a digital file, Agent may delete the file with the written consent of the City.

i. Agent shall promptly notify City of any unauthorized uses of the Property which come to Agent's attention, including those identified by licensees.

11. **Reservation of Rights/Ownership.**

a. All rights not specifically granted herein to Agent are expressly reserved by City.

b. Agent acknowledges that City is the sole owner of the Property and that Agent shall have no rights in the Property or the goodwill associated therewith. Agent shall not seek,

obtain or claim any ownership in any logos, trademarks, copyrights, domain names, advertising, promotional or marketing materials or other similar materials originated, developed and/or registered as a result of this Agreement; rather, such materials shall remain the sole property of City.

12. **Records and Inspections.** Agent shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

13. **Independent Contractors.** Agent is an independent contractor. Nothing herein shall be construed as creating a partnership or joint venture, and no such relationship between them shall be deemed to exist by reason of this Agreement. Agent in this regard specifically acknowledges that all costs incurred by Agent in the performance of the subject matter of this Agreement are the sole and exclusive responsibility of and shall be borne solely by Agent. No such costs shall be charged to or recoupable by Agent from any payments otherwise due to City hereunder, unless agreed to the contrary herein, and Agent shall indemnify and hold City harmless from and against any claim brought or asserted by any third party with respect thereto. Neither City nor any of its agents shall have control over the conduct of Agent or any of Agent's employees, except as herein set forth. Agent shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of City.

14. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior subsequent defaults of the same or other provisions of this Agreement.

15. **Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Should any dispute occur under or based in any manner upon this Agreement or the actions, statements or omissions undertaken in connection with the subject matter of this Agreement, both Agent and City consent to a settlement by arbitration in accordance with the rules of the American Arbitration Association. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute or action or arbitration hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.

16. **Assigns and Successors.** This Agreement and all of its terms and provisions shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement shall not be assigned in whole or in part, by Agent without the prior written approval of City.

17. **Entire Agreement.** This Agreement contains and governs the entire agreement and understanding between the parties concerning its subject matter and supersedes and replaces all prior understandings and agreements between them or any of them respecting the within subject matter, whether written or oral. This Agreement may be amended only by a written instrument signed by both City and Agent.

18. **City Not Obligated to Third Parties.** City shall not be obligated or liable under this Agreement to any party other than Agent.

19. **Severability.** Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

20. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or other of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRSCH
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

AGENT: CMG BRANDS, LLC

NAME: *Mark Koester*
Title: CEO

NAME: *Samantha Chang*
Title: Secretary

APPROVED AS TO FORM:

for _____
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

CHERYL FRIEDLING
Deputy City Manager/Public Affairs

EXHIBIT A

CITY OF BEVERLY HILLS

U.S. AND FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS
(AS OF MAY 1, 2013)

UNITED STATES			
Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>90210 and design (with color claim)</p> 	<p>Reg. No. 3,970,876</p>	16	Paper products and printed matter, namely, banners; vinyl printed matter in the nature of removable window decals; stationery; letterhead paper
		20	Placards of vinyl
		25	Clothing, namely, t-shirts and shirts
		35	Promoting community health campaigns and government services; and providing information on economic development and business services, and employment opportunities, via global computer networks
		41	Cable television programming; and providing community information about community, cultural, and civic events, and education services, and entertainment attractions, via global computer networks
		44	Organizing and conducting community health campaigns, namely, providing information relating to healthy and smoke-free lifestyles and environments
		45	Providing information in the field of municipal regulations
<p>BEVERLY HILLS & Design (Black Shield/White Letters – no color claim)</p> 	<p>Reg. No. 2,677,651</p>	25	Clothing, namely, shirts, hats, polo shirts, and t-shirts

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>BEVERLY HILLS and design (White Shield/White Letters – no color claim)</p> 	<p>Reg. No. 2,766,280</p>	<p>41</p>	<p>Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; cable television programming and broadcasting; and providing community information about community, cultural, and civic events, and education services, entertainment attractions and municipal regulations, via the computer or computer networks</p>
<p>BEVERLY HILLS and design (White Shield/White Letters – no color claim)</p> 	<p>Reg. No. 2,768,789</p>	<p>35</p>	<p>Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and commercial growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and commercial growth, economic development and business services, government services and employment opportunities, and library services via the computer or computer networks</p>
<p>BEVERLY HILLS and design (Brown Shield/Yellow Letters)</p> 	<p>Reg. No. 2,774,666</p>	<p>35</p>	<p>Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and commercial growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and commercial growth, economic development, business services, government services, employment opportunities, and library services via the computer or computer networks</p>

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>BEVERLY HILLS & Design (Black Shield/White Letters – no color claim)</p> 	<p>Reg. No. 3,123,926</p>	<p>16</p>	<p>Directories featuring lists of members and reference information; books and pamphlets featuring business information and business practices; printed materials, namely pamphlets featuring information on residences, shopping, dining and personal care services; maps, calendars, stationery and postcards</p>
<p>BEVERLY HILLS and design (White Shield/Black Letters – no color claim)</p> 	<p>Reg. No. 3,843,763</p>	<p>6</p>	<p>Metal goods, namely, metal key chains</p>

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
		9	Wireless external computer storage devices, namely, blank USB flash drives; laptop bags
		16	Notebooks; loose-leaf diaries and agenda books; writing instruments, namely, ball-point pens and roller-ball pens, pens and key chain fobs sold as a set; directories featuring lists of members and reference information; books and pamphlets featuring business information and business practices; printed materials, namely, pamphlets featuring information on residences, shopping, dining and personal care services, maps, calendars, stationery, stationery notes containing adhesive on one side for attachment to surfaces and postcards; document portfolios; passport cases
		21	Beverage containers, namely, coffee mugs, travel mugs, glass water bottles sold empty and plastic water bottles sold empty
		35	Online retail store services featuring general merchandise including business accessories and gift sets, leather goods, notebooks, key-chains, wireless external computer storage devices, writing instruments, diaries, agenda books, document portfolios, stationery, laptop bags, messenger bags, business-card cases, beverage containers, headwear and clothing; promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and commercial growth, economic development, cultural and entertainment attractions, and government services of the City of Beverly Hills, California; providing business information services and providing information in the field of commercial growth, economic development and employment opportunities via a global computer network
		38	Cable television broadcasting
		39	Providing travel and tour information services via a global computer network

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
		41	Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming
		45	Providing legal information in relation to government services and municipal regulations via a global computer network
<p>BEVERLY HILLS and design (Blue Shield/Yellow Letters)</p> 	Reg. No. 3,843,764	16	Books and pamphlets featuring business information and business practices; printed materials, namely, pamphlets featuring information on residences, shopping, dining and personal care services and maps

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
		35	Online retail store services featuring general merchandise including business accessories and gift sets, leather goods, notebooks, key-chains, wireless external computer storage devices, writing instruments, diaries, agenda books, document portfolios, stationery, laptop bags, messenger bags, business-card cases, beverage containers, headwear and clothing; promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and commercial growth, economic development, cultural and entertainment attractions, and government services of the City of Beverly Hills, California; providing business information services and providing information in the field of commercial growth, economic development and employment opportunities via a global computer network
		38	Cable television broadcasting
		39	Providing travel and tour information services via a global computer network
		41	Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming
		45	Providing legal information in relation to government services and municipal regulations via a global computer network

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS and design (Blue Shield/Yellow Letters) 	Reg. No. 3,948,469	25	Clothing, namely, shirts, hats and polo shirts
BEVERLY HILLS and design (White Shield/Black Letters – no color claim) 	Reg. No. 3,948,468	14 18 25	Jewelry Goods made of leather, namely, key-chains, messenger bags, business-card cases, tote bags, hand bags, purses, book bags, school bags, carry- on bags, shoulder bags, credit card cases, and all- purpose carrying bags Clothing, namely, shirts, hats, polo shirts, oxford shirts, and t-shirts
BEVERLY HILLS and design (Black Shield/White Letters – no color claim) 	Reg. No. 4,186,999	3	Perfumes

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS and design (White Shield/Black Letters – no color claim) 	Reg. No. 4,187,000	3	Perfumes
BEVERLY HILLS FARMERS' MARKET®	Reg. No. 3,049,081	18	Tote bags
BEVERLY HILLS FARMERS' MARKET®	Reg. No. 3,049,080	21	Mugs
BEVERLY HILLS FARMERS' MARKET®	Reg. No. 3,049,078	24	Pot holders
BEVERLY HILLS FARMERS' MARKET®	Reg. No. 3,049,079	25	Aprons and T-Shirts
BEVERLY HILLS THE SMART CITY & design (black and white/no color claim) 	Reg. No. 4,072,904	35	Promoting business, tourism, special events for business purposes and economic development in the City of Beverly Hills; promotion of technological, ecological and environmental initiatives in the City of Beverly Hills; promotion of sustainability and socially responsible business practices in the City of Beverly Hills

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>BEVERLY HILLS THE SMART CITY & design (black and white/no color claim)</p> 	<p>Reg. No. 4,072,903</p>	<p>35</p>	<p>Promoting business, tourism, special events for business purposes and economic development in the City of Beverly Hills; promotion of technological, ecological and environmental initiatives in the City of Beverly Hills; promotion of sustainability and socially responsible business practices in the City of Beverly Hills</p>
<p>BEVERLY HILLS THE SMART CITY & design (black and white/no color claim)</p> 	<p>Reg. No. 4,206,623</p>	<p>41</p>	<p>Organizing and conducting community and recreational events in the nature of community festivals featuring a variety of activities, namely, food tasting and demonstrations, musical performances, art exhibitions, lectures and the like; providing information about the current events, civic events, and education services provided by the community of the City of Beverly Hills</p>
<p>TASTE OF BEVERLY HILLS ®</p>	<p>Reg. No. 4,073,304</p>	<p>41</p>	<p>Entertainment services, namely, organizing community festivals featuring food and drinks</p>
<p>TASTE OF BEVERLY HILLS & design (brown and yellow)</p> 	<p>Reg. No. 4,076,055</p>	<p>41</p>	<p>Entertainment services, namely, organizing community festivals featuring food and drinks</p>
<p>TASTE OF BEVERLY HILLS & design (red and yellow)</p> 	<p>Reg. No. 4,076,057</p>	<p>41</p>	<p>Entertainment services, namely, organizing community festivals featuring food and drinks</p>

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>TASTE OF BEVERLY HILLS & design (black and white with round base/no color claim)</p> 	<p>Reg. No. 4,076,054</p>	<p>41</p>	<p>Entertainment services, namely, organizing community festivals featuring food and drinks</p>
<p>TASTE OF BEVERLY HILLS & design (black and white with triangular base/no color claim)</p> 	<p>Reg. No. 4,076,056</p>	<p>41</p>	<p>Entertainment services, namely, organizing community festivals featuring food and drinks</p>
<p>90210 and design (with color claim)</p> 	<p>Serial No. 85/360,652</p>	<p>3</p>	<p>Perfumes, colognes and cosmetics, cosmetic preparations, non-medicated skin care preparations, non-medicated sun care preparations, hair care preparations</p>
<p>90210 and design (with color claim)</p> 	<p>Serial No. 85/360,654</p>	<p>5</p>	<p>Medicated skin care preparations; medicated sun care preparations</p>

UNITED STATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>BEVERLY HILLS and design (Brown Shield/Yellow Letters)</p> 	<p>Serial No. 77/911,377</p>	<p>41</p>	<p>Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; cable television programming and broadcasting; providing community information about community, cultural, and civic events, and education services, entertainment attractions and municipal regulations, via the computer or computer networks</p>
<p>BEVERLY HILLS and design (Black Shield/White Letters – no color claim)</p> 	<p>Serial No. 85/360,666</p>	<p>6</p>	<p>Trinkets, namely, key chains, key rings, rings, jewelry, ornaments, all made of non-precious metal</p> <hr style="border-top: 1px dashed black;"/> <p>Personalized street signs</p>

BRAZIL			
Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (Black Shield/White Letters) 	Reg. No. 816361916	25	Articles of clothing, footwear and articles for the head

CANADA

Mark	Serial / Registration No.	Class	Description of Goods/Services
<p>BEVERLY HILLS & Design (Black Shield/White Letters)</p> 	<p>Reg. No. TMA429,256</p>	<p>N/A</p>	<p>Printed matter, namely posters, calendars, magazines, brochures, pictures and photographs; toiletries and toilet and cosmetic preparations, namely, aftershave lotion, cologne, razor blades, razors, cream rinses, creams, cuticle remover, nail files, emery boards, deodorants, face makeup, namely, face powder, concealer, foundation; hair colourings, hair dressings, namely, hair sprays, hair lotions, shampoos, permanent wave solutions, eye shadows, mascaras, soaps, cleansers, polishes, detergents; toothbrushes, dentifrices, mouthwash, tooth powders, dental floss, dental and denture cleaners, and adhesives for false teeth; suntan and screen creams and lotions, toilet soap, skin lotions, brushes, combs, astringents, moisturizer preparations, perfume, essential oil; stationery, namely, writing stationery for home, school and office use, greeting cards, postcards, address books, letter openers; playing cards; luggage of all kinds, hand bags, sport bags, tote bags, cushion bags, backpacks school bags wallets, change purses money clips, card cases, purses, briefcases, key cases; parasols and umbrellas; key rings; bedding, namely, mattresses, blankets, sheets, pillow cases, quilts, comforters, pillows and cushions; glasses, tumblers and mugs; ashtrays; cigarette lighters; clothing, namely, jackets, suits, sweaters, sweatshirts, shirts, t-shirts, ties, jogging suits, shorts, swimwear, socks; headwear, namely, hats, caps, visors; footwear, namely, shoes, boots, slippers, running shoes, football shoes, jogging shoes, cloggs, sandals, thongs, pumps, slippers, boots, rubber boots, vinyl boots, overboots, overshoes, toe rubbers, hunting boots, snowmobile boots; gloves and mitts; buttons and badges; mirrors; jewellery; tie clasps; tie pins; tie tack sets; bumper stickers</p>

EUROPEAN UNION

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (White Shield/Black Letters) 	Reg. No. 6898852	3	Perfumes; colognes and cosmetics; cosmetic preparations; skin care preparations; hair care preparations; sun care preparations

JAPAN

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS and design (Blue Shield/Yellow Letters) 	Reg. No. 5282171	3	

SINGAPORE			
Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (White Shield/Black Letters) 	Reg. No. T0805814B	3	Perfumes; colognes and cosmetics; cosmetics preparations; skin care preparations; sun care preparations; hair care preparations
BEVERLY HILLS and design (Blue Shield/Yellow Letters) 	Reg. No. T0805816I	3	Perfumes; colognes and cosmetics; cosmetic preparations; skin care preparations; sun care preparations; hair care preparations

SWEDEN			
Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (Black Shield/White Letters) 	Reg. No. 238 678	3	Bleaching preparations and other substances for laundry use; Cleaning, polishing, scouring and abrasive preparations; Soaps; Perfumery, essential oils, cosmetics, hair lotions; Dentifrices
		18	Leather and imitations of leather, and goods made of these materials and not included in other classes; Animal skins, hides; Trunks and travelling bags; Umbrellas and parasols; Walking sticks; Whips, harness and saddler
		28	Games and playthings; Gymnastic and sporting articles not included in other classes; Decorations for Christmas trees

SWITZERLAND

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (Black Shield/White Letters)  ®	Reg. No. 377914	3	
		18	
		28	
BEVERLY HILLS & Design (Black Shield/White Letters)  ®	Reg. No. 377542	14	
		16	
		25	

UNITED ARAB EMIRATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS & Design (White Shield/Black Letters)  TM	Reg. No. 147855	3	Perfumes, colognes and cosmetics, cosmetic preparations, skin care preparations, hair care preparations, sun care preparations

UNITED ARAB EMIRATES

Mark	Serial / Registration No.	Class	Description of Goods/Services
BEVERLY HILLS and design (Blue Shield/Yellow Letters)  ®	Reg. No. 127545	3	Perfumes, colognes and cosmetics, cosmetic preparations, skin care preparations, hair care preparations, sun care preparations

EXHIBIT B

Rob Stone

Macy's

Bloomingdales

Saks Fifth Avenue

Hudson News

Barnes and Noble

Tara International

Droga Chocolates

Centennial

Ferrari

Infiniti

Lladro

Rolex/Geary's

Cadillac