Beverly Hills City Council Liaison /
Branding and Licensing Committee
will conduct a Special Meeting, at the following time and place, and will address the agenda listed below:

CITY OF BEVERLY HILLS
455 N. Rexford Drive
Room 280A
Beverly Hills, CA 90210

IN-PERSON / TELEPHONIC / VIDEO CONFERENCE MEETING

Beverly Hills Liaison Meeting
https://beverlyhills-org.zoom.us/mvy/committee
Meeting ID: 516 191 2424
Passcode: 90210

You can also dial in by phone:
+1 669 900 9128 US
+1 833 548 0282 (Toll-Free)

One tap mobile
+16699009128,,5161912424# US
+18335480282,,5161912424# US (Toll-Free)

Monday, November 7, 2022
12:00 PM

Please be advised that pre-entry metal detector screening requirements are now in place in City Hall. Members of the public are requested to plan visits accordingly.

In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at www.beverlyhills.org/live and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to mayorandcitycouncil@beverlyhills.org and will also be taken during the meeting when the topic is being reviewed by the Beverly Hills City Council Liaison / Branding and Licensing Committee. Beverly Hills Liaison meetings will be in-person at City Hall.

AGENDA

1) Public Comment
   a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.

2) Resolution of the Beverly Hills City Council Liaison / Branding and Licensing Committee continuing to authorize public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e) and making findings and determination regarding the same.
Recent legislation was adopted allowing the Beverly Hills City Council Liaison / Branding and Licensing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions and the proposed resolution implements the necessary requirements.

3) Discuss Trademark Licensing Agency Request For Proposal (RFP)

4) Future Agenda Items

5) Adjournment

Huma Ahmed
City Clerk

Posted: November 4, 2022

A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT
WWW.BEVERLYHILLS.ORG

Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least twenty-four (24) hours advance notice will help to ensure availability of services. City Hall, including Room 280A is wheelchair accessible.
STAFF REPORT

Meeting Date: November 7, 2022
To: City Council Liaison / Branding and Licensing Committee
From: Laura Biery, Committee Secretary
Subject: A RESOLUTION OF THE CITY COUNCIL LIAISON / BRANDING AND LICENSING COMMITTEE OF THE CITY OF BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCE PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

Attachments: 1. Proposed resolution

RECOMMENDATION

Staff and the City Attorney’s office recommend that the City Council Liaison / Branding and Licensing Committee adopt a resolution making the following findings so that meetings of the City Council Liaison / Branding and Licensing Committee will be subject to the special Brown Act requirements for teleconference meetings: (1) the City Council Liaison / Branding and Licensing Committee has reconsidered the circumstances of the COVID-19 state of emergency; (2) the state of emergency continues to directly impact the ability of the members to meet safely in person; and (3) state or local officials continue to impose or recommend measures to promote social distancing. Though the City Council Liaison / Branding and Licensing Committee adopted such a resolution in the past, these findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

FISCAL IMPACT

The proposed resolution allowing the City Council Liaison / Branding and Licensing Committee greater flexibility to conduct teleconference meetings is unlikely to cause a greater fiscal impact to the City as the City Council Liaison / Branding and Licensing Committee has been conducting such teleconference meetings for over a year.
INTRODUCTION

AB 361 allows the City Council Liaison / Branding and Licensing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions. These special requirements give the City greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

BACKGROUND

On September 16, 2021, the Governor signed AB 361, amending the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act’s standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

DISCUSSION

To continue to hold meetings under these special teleconferencing requirements, the City Council Liaison / Branding and Licensing Committee needs to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the City Council Liaison / Branding and Licensing Committee must find that it has reconsidered the circumstances of such emergency. Second, the City Council Liaison / Branding and Licensing Committee must find that such emergency continues to directly impact the ability of the City Council Liaison / Branding and Licensing Committee’s members to meet in person. Alternatively, for the second finding, the City Council Liaison / Branding and Licensing Committee must find that state or local officials continue to impose or recommend social distancing measures. These findings must be continuously made to continue to hold meetings under these special teleconferencing requirements.

The declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness of death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing and the City Council
continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees.

Please note that AB 361 applies to all legislative bodies. Therefore, Commissions and standing committees will need to also comply with the requirements of AB 361.

Laura Biery
Secretary of the
City Council Liaison / Branding and Licensing Committee

Approved By
RESOLUTION NO. CCL-BLC-04

RESOLUTION OF THE CITY COUNCIL LIAISON / BRANDING AND LICENSING COMMITTEE OF THE CITY OF BEVERLY HILLS CONTINUING TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

WHEREAS, the City Council Liaison / Branding and Licensing Committee is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the City Council Liaison / Branding and Licensing Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City Council Liaison / Branding and Licensing Committee conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the
emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time; and

WHEREAS, the Los Angeles County “Responding together at Work and in the Community Order (8.23.21)” provides that all individuals and businesses are strongly encouraged to follow the Los Angeles County Public Health Department Best Practices. The Los Angeles County Public Health Department “Best Practices to Prevent COVID-19 Guidance for Businesses and Employers”, updated on September 13, 2021, recommend that employers take steps to reduce crowding indoors and to support physical distancing between employees and customers; and

WHEREAS, the unique characteristics of public governmental buildings is another reason for continuing teleconferenced meetings, including the increased mixing associated with bringing people together from across several communities, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public
meetings and the challenge of achieving compliance with safety requirements and recommendations in such settings; and

   WHEREAS, the Beverly Hills City Council has adopted a resolution that continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees; and

   WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council Liaison / Branding and Licensing Committee intends to continue holding public meetings via teleconferencing pursuant to Government Code Section 54953(e).

   NOW, THEREFORE, the City Council Liaison / Branding and Licensing Committee of the City of Beverly Hills resolves as follows:

   Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

   Section 2. The City Council Liaison / Branding and Licensing Committee hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

   Section 3. The City Council Liaison / Branding and Licensing Committee shall continue to conduct its meetings pursuant to Government Code Section 54953(e).

   Section 4. Staff is hereby authorized and directed to continue to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.
Section 5. The City Council Liaison / Branding and Licensing Committee has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

Section 6. The Secretary of the City Council Liaison / Branding and Licensing Committee shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be entered in the Book of Resolution of the City Council Liaison / Branding and Licensing Committee of this City.

Adopted: November 7, 2022

JOHN A. MIRISCH
Presiding Councilmember of the City Council Liaison / Branding and Licensing Committee of the City of Beverly Hills, California
Item 3
INTRODUCTION
The City of Beverly Hills is the owner of the Beverly Hills Shield Design trademark (“Shield”). The City leverages the Shield recognition to optimize revenue by entering into licensing agreements with film and television studios, theme parks and apparel merchandising firms. The City has utilized various licensing agencies over the years to manage these trademark licensing agreements. Since 2013, the City has utilized CMG Worldwide, Inc. as its trademark licensing agency. In October 2022, the City issued a Request for Proposals (RFP) to solicit responses from potential licensing agencies. This report provides an update on that RFP.

DISCUSSION
On October 6, 2022, an RFP was published on the City’s vendor solicitation web portal known as Planet Bids (planetbids.com). This RFP solicitation reached 351 vendors and another 250 vendors were reached through a bid broadcast via the Planet Bids network. In addition, the City’s Purchasing Division contacted over 20 potential firms directly that perform trademark licensing work or had responded to similar RFPs for other agencies. This direct outreach included the City’s existing trademark licensing vendor (CMG Worldwide, Inc.) as well as the City’s previous vendor (Bradford Licensing). On October 28, 2022, when proposals were due, one RFP response was received. The one response received was from CMG Worldwide, Inc. and is included as Attachment 1 to this report. The full RFP document that was posted on the Planet Bids web portal, and emailed to potential vendors, is included as Attachment 2 to this report.

CMG Worldwide, Inc. has been the City’s licensing agency under the current contract since 2013 (Attachment 3 to this report). The RFP issued in October 2022 was issued not as a result of dissatisfaction with the services provided by CMG Worldwide, Inc. and instead was a result of the City’s best practice to periodically place contracts out for bidding to ensure the City is receiving the best possible pricing for services.
The single response received has been reviewed by City staff and is considered responsive to the requirements of the published RFP and recommended for selection. The proposed rate schedule with CMG Worldwide, Inc. is included below:

| Cost Proposal Based on Percentage of Gross Receipts  
| (This method matches what is in the current contract for 2013-2022) |
| Any license agreement which CMG identifies the licensee, CMG negotiates the term, CMG administers the agreement | CMG shall receive 31.5% of gross receipts |
| Any license agreement which the City identifies the licensee and provides the name and contact information for the licensee to CMG, CMG negotiates the term, CMG administers the agreement | CMG shall receive 30% of gross receipts |

“Gross receipts” shall mean all payments or other consideration or compensation received by CMG Worldwide, Inc. on behalf of the City and derived from all license agreements.

The City’s current agreement with CMG Worldwide, Inc. excludes the revenue sharing for the license of the Shield for entertainment-related uses or display in print, cable, televisions, motion pictures, and other media from the license agreement terms. CMG Worldwide, Inc. is proposing adding this revenue sharing into the new agreement using an alternative cost proposal based on hourly rates for these entertainment-related uses and include them in the contract for services:

| Alternative Cost Proposal Based on Hourly Rates  
| (This method is new and proposed for single time use such as entertainment-related uses or display in print, cable, television, motion pictures, and other media) |
| Mark Roesler | $100/Hr |
| Azadeh Sinai Samimi | $90/Hr |
| Wyatt Manolakas | $60/Hr |
| Ashley Haas | $60/Hr |
| Anna Schuelein | $40/Hr |

It should be noted, the City does anticipate receiving a request for use of the City Shield from Beverly Hills Cop 4 for the upcoming major motion picture production. This request would fall under the entertainment-related use clause as described above.

**FISCAL IMPACT**

If the above proposed terms are accepted, the fiscal impact of the CMG Worldwide, Inc. trademark licensing agreement will be dependent on the number of licensing agreements secured and the negotiated terms of those agreements. The proposed term for the trademark licensing agency agreement with CMG Worldwide, Inc. is for five years from January 1, 2023 – January 1, 2028.
RECOMMENDATION

It is recommended that the City Council Branding and Licensing Liaison Committee provide direction regarding the selection of CMG Worldwide, Inc. as the trademark licensing agency vendor for the City for a set term of five years from January 1, 2023 – January 1, 2028. If the terms above are agreed upon, an agreement may be drafted for presentation later to the full City Council for review and adoption.
Attachment 1
October 28, 2022

The City of Beverly Hills
455 N Rexford Dr
Beverly Hills, CA 90210

To Whom It May Concern:

My name is Mark Roesler, and I am the founder, Chairman and CEO of CMG Worldwide, Inc. (“CMG”). CMG Worldwide is an Indiana corporation, and our current headquarters are located at 9229 Sunset Boulevard, Suite 950, West Hollywood, California 90069. Beginning December 1, 2022, CMG’s new headquarters will be at the Penthouse of the Beverly Hills Gateway Building at 9777 Wilshire Blvd., Beverly Hills, California 90212.

Beginning in 1992, the Beverly Hills Chamber of Commerce, which was then responsible for the City’s trademark licensing program, enlisted CMG as the exclusive licensing representative of the Beverly Hills intellectual properties. I was personally in charge of the account and did extensive work to build the legal foundation of these valuable trademarks. In 2013, the city of Beverly Hills reengaged CMG’s trademark representation through the end of 2022. Having been very personally active in the legal and marketing initiatives of the City of Beverly Hills trademarks, I consider myself very knowledgeable about the numerous issues surrounding these world famous trademarks.

This letter is in response to your Request for Proposal sent to my firm on October 17, 2022. I am the sole individual with authority to negotiate on behalf of and to contractually bind CMG, and who may be contacted during the period of proposal evaluation. If you have any questions, please feel free to reach me at mark@cmgworldwide.com, 9229 W Sunset Blvd Ste. 950, West Hollywood, California 90069, or via my direct line at 317.513.6600. The accompanying proposal from CMG (“Proposal”) constitutes a contractual offer for a period of at least one hundred eighty (180) days from the date of the Proposal.

I look forward to continuing our long time working relationship and fostering new opportunities for the City of Beverly Hills into the future.

Respectfully submitted,

Mark Roesler, Esq.
Founder, Chairman & CEO
CMG Worldwide, Inc.
CMG Worldwide, Inc.
Proposal for the City of Beverly Hills

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3. Introduction to CMG Worldwide, Inc.

CMG Worldwide, Inc. is a premier intellectual property rights management, licensing and consulting agency that presently represents over 300 clients. Since its inception in 1981, CMG has represented the intellectual property rights of over 1,500 iconic clients in the sports, entertainment, music, and historical realms, including the likes of James Dean, Jackie Robinson, Maya Angelou, Neil Armstrong, Amelia Earhart, Malcolm X, Rosa Parks, Aaliyah, and Chuck Berry. CMG’s expertise extends to brand representation, as evidenced by ongoing projects with Gilbert H. Baker Foundation, Canter’s Delicatessen, and Jeannie Buss’s Women of Wrestling. Our legal and marketing staff drive a potential license from preparation and brand negotiations to royalty administration and deal upkeep. Our staff finalizes over 1,000 licensing deals on an annual basis. 42 years of industry-leading legal, marketing, and licensing expertise has seen CMG conceptualize and execute no fewer than 30,000 licenses for our clients’ trademarks, copyrights, and rights of publicity. We have a global network of over 20,000 companies that we have facilitated various forms of intellectual property contracts for and with. We pride ourselves on having cutting-edge expertise and leadership in the realm of intellectual property licensing.

In executing CMG’s huge volume of historical deals, our staff have worked with and maintained relationships with companies that run the gamut of licensing activities – studios, entertainment companies, music labels, merchandise and apparel brands, food and beverage companies, and tech companies, among others. CMG frequently collaborates with the world’s most powerful organizations, including the likes of Facebook, Amazon, Apple, Netflix, Google, Nike, Adidas, Wells Fargo, and Bank of America. Our robust network facilitates first contact with market leaders across a diverse range of industries, and our staff’s marketing acumen drives the development of innovative and successful licensing programs. We aggressively market our clients’ trademark portfolios to broker impactful collaborations with brands, from merchandising opportunities, television commercials to print advertisements, film placements, special packaging, and product cross promotion. Today, CMG manages and maintains a portfolio of hundreds of domestic and international trademarks on our clients’ behalf, and we prosecute to protect trademark integrity when necessary.

Unlike other licensing and marketing agencies, CMG’s emphasis begins with legal protection. Our seasoned legal team negotiates, drafts, and administers license agreements suited to each of our clients’ individual needs, allowing our business development, marketing, and promotional teams to freely focus on developing client brands through the identification and aggressive pursuit of new licensing opportunities across all mediums both domestic and abroad. We actively seek out commercial opportunities that are consistent with our brand positioning goals, while balancing our clients’ strategic goals, as well as those of our licensing partners.

CMG has decades of experience in working with municipalities and local and federal government agencies on trademark licensing programs. CMG represented “I Love New York” on behalf of the New York State Department of Economic Development, and was instrumental in developing the brand from its inception in the 1990s as a Milton Glaser doodle, to a level of global recognition which allowed us to generate $30 million in licensing revenue for the State of New York from 1995 to 2016.

In addition, CMG previously lent its expertise to the Hollywood Chamber of Commerce to represent the Hollywood sign and Hollywood Walk of Fame. Our role included securing various trademarks for the iconic Los Angeles landmarks and licensing those trademarks to third parties. Our licensing efforts for the Hollywood sign and Hollywood Walk of Fame generated $4 million for our client from 1987 through 2016.

CMG’s work on behalf of the City of Beverly Hills extends back to the early 90’s when we were first engaged by the Beverly Hills Chamber of Commerce. From 1992 to 1999, and again from 2013 through 2022, CMG served as the City’s exclusive, worldwide licensing agent and handled licenses on its behalf with leading brands, including Skechers, Revolve, Williams Sonoma, and Amiri.
Today, while CMG is well established in representing and protecting historical IP, the company has continued to expand itself into new technological frontiers through its creation and exploitation of new valuable intellectual property. Five years ago, CMG’s founder & CEO, Mark Roesler, partnered with tech visionary, Travis Cloyd, to launch Worldwide XR – a cutting-edge XR company based in Los Angeles and Miami – as a subsidiary of CMG. Travis is a leading futurist, award-winning producer, Metaverse educator, and entertainment executive with a focus on creating, managing, and financing immersive state-of-the-art technology companies. Travis has conceptualized and delivered next-level digital content to government agencies, professional sports leagues, major international studios, iconic brands, legendary actors, global musicians, top athletes and historical figures throughout his career. For example, in 2021, CMG Worldwide partnered with the United States Space Force, Vue XR, Star Atlas, & Ethernity to present the first ever officially licensed space NFT collection: Armstrong Satellite NFT Launch with Spaceforce. More recently, Worldwide XR conceptualized, managed, and wrapped production with Ford and Charlie D’Amelio to launch the 2023 Ford Mustang GT.

CMG has had various international offices throughout its history, including offices in Rio de Janeiro and Taiwan. Currently, CMG’s main presence is in Los Angeles, California, and also maintains offices in major cities such as Indianapolis, Indiana and Nashville, Tennessee, where the majority of its music matters are handled. Regardless of our location, whether working with a celebrity or celebrity estate, organization or municipality, CMG is dedicated to providing client-tailored service. Our hand-in-hand approach ensures we develop our clients’ brands responsibly, and in line with the vision of each brand’s ethos and pathos. For Beverly Hills, we will ensure the development of a cohesive brand image, one that embodies luxury, exclusivity, relaxation, and comfort. Our collective skill and experience would be an indispensable asset for the City of Beverly Hills in protecting and promoting the use of the Beverly Hills Shield. Please feel free to contact Mark Roesler, Chairman & CEO, CMG Worldwide, Inc., or Azadeh Sinai Samimi, General Counsel, CMG Worldwide, Inc., per the contact details below in the event of any questions or concerns relating to this Proposal:

(1) Name: Mark Roesler  
Title: Chairman & CEO  
Email: mark@cmgworldwide.com [preferred]  
Phone: (317) 513 - 6600

(2) Name: Azadeh Sinai Samimi  
Title: General Counsel  
Email: azadeh@cmgworldwide.com [preferred]  
Phone: (213) 784 - 8621
4. Proposal Summary

Marketing Strategy

CMG provides a complete suite of marketing services for its clients’ trademarks and other intellectual property. Our assertive style and aggressive pursuit of both domestic and international marketing programs for our clients distinguishes us from our competitors. We formulate a marketing strategy according to our clients’ needs and desires, and then selectively search for and establish marketing programs that reflect these goals. Specifically, CMG creates and disseminates marketing materials that overview the clients’ brand, any previous deals, synergy with the potential licensee, and concepts for potential collaborations. We have over 1,000 active licensees around the world today and maintain strong relationships with the over 20,000 companies that we have worked with in the past. These relations facilitate licensing opportunities for our clients in a way that most other agencies simply cannot match. As tools to promote inbound business, the official CMG website and client websites have proven to be invaluable. With nearly one million hits collectively per day, CMG owned sites help to develop brand association between our clients and CMG, to drive e-commerce across platforms, and to funnel incoming license opportunities.

In the decade since our relationship was last evaluated, CMG has devoted significant time and resources to the expansion of its marketing and social media departments. CMG has redeveloped its client promotional materials and dissemination strategies in a push to drive outbound sales. Our clients have significantly benefited from this revamp, as it has facilitated several recent high-profile deals.

Collection Division

CMG’s legal and financial staff vigorously pursue all licensees which are delinquent in payment or are otherwise in breach of their agreement. Distinct from infringement matters, CMG typically settles collection disputes amicably. We find that our approach encourages expeditious payment and maintains goodwill for potential future licenses. If the licensee refuses their responsibilities, CMG will implement formal collection procedures. The standard collection procedure requires clients to decide whether to pursue collection of delinquent monies owed via arbitration or lawsuit, depending on which is more likely to result in a swift and inexpensive collection of the debt. The CMG legal department then uses all available means to collect any award or judgment rendered, including retaining local counsel to enforce the award or judgment.

Social Media Strategy

CMG has a strong social media presence and strategy. Indeed, over 30,000,000 people across Facebook, Instagram, Twitter, and Youtube collectively follow CMG owned and/or managed accounts.

Our social media strategy has evolved considerably in the last several years. We prioritize in-house consolidation of all social media management, and have created new accounts for all clients. Our social media manager posts at a regular cadence across platforms and with client-tailored design ethos. We recently kickstarted our TikTok presence and have seen rapid growth. We have understood the power of social media to monetize our decades of stockpiled content and to drive inbound business through client cross-promotion. Both have proven profitable, but we would like to emphasize the potential value of cross-promotion of the Beverly Hills brand to our 30,000,000 followers.

Advertising and Promotion

At CMG, we emphasize the visibility of our clients above all else. For that reason, our focus is not on the placement of CMG Worldwide ads, but rather the visibility of our clients. For example, our clients are often
Experience Working with Municipal Government, Federal Government, and Similar Private Entities

CMG has several decades of experience in working with municipal and federal government agencies, as well as similar private entities. CMG served as exclusive licensing agent and spearheaded a brand based on Milton Glaser’s I Love New York doodle for the New York State Department of Economic Development for over 20 years.

Beyond I Love New York, CMG and its entertainment technology focused subsidiary, Worldwide XR, recently collaborated with the US federal government on the production of the first ever officially licensed space NFTs: Armstrong Satellite NFT Launch with Spaceforce. CMG and Worldwide XR feel deeply honored to have ushered the federal government’s first step towards embracing Web3 technology. The success of the campaign left the door open for an expanded relationship with the United States Space Force, as well as with other federal government agencies.

While not yet public, the Gilbert H. Baker Foundation has retained CMG to serve as the exclusive business agent and marketer of their re-designed Pride logo. CMG’s expertise is valuable to help determine how best to market these iconic symbols.

Most notably, CMG has served as the exclusive worldwide representative of the Shield. Roesler and CMG completed extensive work to build the legal foundation of the City’s valuable trademarks. In the decades since, CMG has worked hand-in-hand with the City to continue to maintain a cohesive and long-lasting brand, but we are just getting started. Travis Cloyd, CEO of CMG subsidiary Worldwide XR, recently presented his vision for The Beverly Hills Metaverse to Mayor Bosse and other city officials. While still in its early stages, the project promises to drive City profits through: virtual travel, virtual learning, virtual real estate, gaming, and e-commerce. The project relies on next-generation VR, XR, and AR hardware, thus positioning the Beverly Hills brand for significant growth in the next five to ten years.
5. Understanding of the Requirements and Ability to Meet

Identify and pursue new opportunities for licensing in domestic and international markets, in existing and new product categories in prevailing and emerging media, at the direction of the City. CMG feels confident in claiming status as the preeminent global authority on licensing in existing and new product categories. Given the fact that we routinely manage IP and trademark portfolios of a roster of 300+ clients - we maintain direct lines of communication and strong business relationships with an extensive network of nearly 20,000 brands and licensees. We leverage these relationships to develop, negotiate and facilitate meaningful collaborations with brands and contracting organizations to ensure that our clients are featured in impactful endorsement campaigns, from television commercials to print advertisements to special edition packaging and cross promotion. As such, our marketing outreach on behalf of our clients is ongoing, steady and continuous. We routinely identify and pitch collaborations to our global network of existing and past licensees that have diversified interests across innumerable product categories. Recent Web3 technological innovations have allowed CMG to leverage our clients' trademarks with industry leaders across new modes of media. As mentioned above, Worldwide XR leveraged the trademarks of long-time CMG client Neil Armstrong, to develop and debut the United States Space Force’s first ever NFT collection in 2021. CMG aims to prepare for the next several decades of content revolution, and expertise gained through cutting-edge collaborations such as this helps to ensure the longevity of both our clients and our organization.

Prepare licensing agreements for presentation to the City. CMG’s legal staff is experienced in a diverse suite of licensing agreements on behalf of the City. Before execution, we will prepare a concise one-sheet, and, if necessary, a slide-deck detailing the proposed licensee, deal mechanics, and deal terms for presentation to and approval by the City. To respect the time of the city’s representatives, potential licensees will be proposed in batches.

Manage Licensees. CMG represents over 300 of the world’s most famous personalities and brands. On their behalf, CMG executes and manages over 1,000 royalty bearing licenses per year. To administer this quantity of licenses and coordinate approvals, CMG relies on its talented staff and robust, proprietary document management system.

Submit royalty reports to the City so the City can invoice for payment. City will then remit payment to the successful firm. CMG relies on meticulous record keeping and a proprietary document management system to handle a remarkably high transaction volume. Our records system stretches back to the company’s first days. Today, it allows us to successfully execute and remit payment to clients for upwards of 1,000 deals per year. CMG’s royalty reporting system is set up to furnish monthly or quarterly royalty reports to our clients, based on their preference.

Evaluate current license agreements and recommend changes to be implemented in future license agreements. Legal and marketing staff review current licensing agreements on a recurring basis in order to ensure licensees continually meet the high standards set by CMG and our clientele. In addition, it is important that we continually update our license agreements to reflect the changes that rapidly occur in the intellectual property. For example, we are particularly vigilant when it comes to adapting license arrangements on behalf of our clients, to leverage opportunities for their trademarks and IP through new, emerging media and formats of exploitation - such as crypto deals, officially licensed NFTs and the like.
6. Profile of the Proposing Firm

CMG, inclusive of its subsidiaries, employs 40 diverse professionals, 7 of which are lawyers. Our staff come from all backgrounds, but share a history of academic and professional excellence. Mark Roesler founded CMG 42 years ago and has served as CEO ever since. Worldwide XR, CMG’s entertainment technology-focused subsidiary, produces and delivers immersive content and offerings within the Metaverse ecosystem - and is headed by founder and CEO Travis Cloyd - a futurist, educator and renowned producer of Web3 content.

CMG and Mark Roesler have defined the cutting-edge of IP and right of publicity law for over 40 years, and in doing so have demonstrated outstanding longevity. With Worldwide XR, Mark, Travis and the team aim to ensure CMG remains on the cutting edge for decades to come.

Over CMG’s history, we’ve represented over 1,500 of the world’s most famous entertainment, musical, athletic, and historical personalities. Today, we serve over 300 clients, including Lou Gehrig, Jerry Garcia, Sugar Ray Robinson, and Dr. Timothy Leary, to name just a few. On our client’s behalf, we have executed licenses with many of the world’s leading organizations, including Facebook, Apple, Amazon, Netflix, and Google. We represent a growing group of industry leading brands. CMG and Gilbert H. Baker Foundation are jointly developing a new pride logo, with plans to launch the logo via a massive social media campaign early next year. Los Angeles Lakers’ owner Jeanie Buss has retained CMG as the exclusive licensor for her new sports entertainment broadcast organization, Women of Wrestling.

Selected Personnel

Mark A. Roesler, Esq., Chairman & CEO

The year 2022 marks Mark Roesler’s 42nd year at the helm of CMG Worldwide. Mr. Roesler founded the company and has continuously served as its Chairman and CEO. Through CMG’s early years of defending Norman Rockwell’s famous artwork, during America’s bicentennial, Mr. Roesler witnessed the struggles that families of deceased celebrities would face in safeguarding their loved ones’ names and likenesses after their death. To that end, he made it his personal mission to protect these valuable intellectual property rights. Today, he is credited with having been the driving force in establishing the legal framework that protects the rights of deceased celebrities. In all, Mr. Roesler has represented over 1,500 of the world’s most famous entertainment, sports, historical, and music icons in various legal and marketing capacities over the course of CMG’s history.

Azadeh Sinai Samimi, Esq., General Counsel for Business and Legal Affairs

As General Counsel of CMG Worldwide, Azadeh Sinai Samimi is responsible for overseeing CMG’s worldwide legal and business affairs, including litigation, intellectual property, and corporate matters. In this capacity, Azadeh provides legal counsel to senior management and internal creative and marketing teams on intellectual property matters, corporate issues, and employment matters and oversees the entire CMG legal department. Azadeh is also credited with spearheading the expansion of CMG’s media rights department. In this role, Azadeh has played a heavy hand in optioning the rights of the various literary works and life story rights of our clients to major film, television, and live theater productions. Azadeh has been with CMG for nearly nine years. Before joining CMG, Azadeh worked for NBCUniversal in their Trademark and Anti-Piracy departments.

Rebeca Cuñado, Esq., Senior Counsel for Business and Legal Affairs

As Senior Counsel for CMG Worldwide, Rebeca Cuñado understands the importance of fostering long term industry relationships and striking the delicate balance between business and legal considerations. Through her nimble and effective approach, Rebeca has quickly risen through the ranks of CMG, where she began her career as a law clerk, within a period of six years. In her current position, Rebeca manages various clientele, advising on marketing strategies and the legal implications associated therewith, negotiates and drafts a variety of entertainment agreements, and counsels internal teams on a range of business and legal issues.
**Tina Xu, Chief Financial Officer**
In terms of managing CMG Worldwide's monetary business, Tina is an expert. Serving as Chief Financial Officer since 2018, Tina is responsible for monitoring and managing the company’s financial health. She uses her vision and leadership to ensure economic growth both in the short and long term. Tina embraces cultural diversity and new experiences. She grew up in Shanghai, studied Accounting in Texas and Indiana, lived in Las Vegas, and now resides in Indianapolis.

**Jennifer Lash, Director of Music Licensing**
As Director of Music Licensing, Jennifer leads our Nashville office on “Music Row” and in particular, oversees our music clients. Her 25 year past employment experience includes entertainment companies such as BMI, Harry Fox Agency, Colbert Artist Management, Bourne Co., Indiana University Press and Next Decade Entertainment. She has worked as a music publisher, record label, artist management, performance rights organization, literary publisher and in various other licensing roles. Some of the music catalogs she has licensed songs include the music catalogs of Chuck Berry, the band Boston, Oscar Brown, Jr, Harry Belafonte, Yip Harburg, Vic Mizzy and Dr. Maya Angelou. At CMG, she has created a licensing niche by licensing musical settings of the poetry of Dr. Angelou, the speeches of Malcolm X and music samples of other personalities’ intellectual property by creating music catalogs. These musical compositions provide new assets for CMG clients to license.

**Travis Cloyd, Chief Technology Officer and CEO of Worldwide XR**
Travis Cloyd is the Chief Technology Officer of CMG Worldwide and CEO of Worldwide XR. He is the futurist in residence at the #1 ranked Thunderbird School of Management, a tech visionary, an award-winning producer and member of the PGA, Metaverse educator, and entertainment executive with a focus on creating, managing, and financing immersive state-of-the-art technology companies. Travis has conceptualized and delivered next-level digital content to government agencies, professional sports leagues, major international studios, iconic brands, legendary actors, global musicians, top athletes and historical figures throughout his career. He has produced feature films, virtual reality experiences, augmented reality content, NFT’s and much more. He continues to break new ground within the entertainment industry creating and protecting virtual human IP content based on historical figures for all facets of the diverse XR, Metaverse and NFT ecosystem. Mr. Cloyd has produced VR content for major sporting events like Daytona 500, Playstation Fiesta Bowl, Mitsubishi Las Vegas Bowl, Auto Club 400, WOW Wrestling. He routinely works with celebrities like John Travolta, Nicolas Cage, Wesley Snipes, A.R. Rahman, Shah Rukh Khan, Christina Ricci, John Cusack, Leigh Steinberg, billionaire business tycoon Mukesh Ambani, NFL MVP and Super Bowl MVP Patrick Mahomes, as well as brands such as; Toyota Motor Company, Entertainment One, Universal Studios, NASCAR and Reliance JIO to name a few. More recently, Travis and Worldwide XR conceptualized, managed, and wrapped production with Ford and Charlie D’Amelio to launch the 2023 Ford Mustang GT.

**Ryan Pluckebaum, Director of Design**
As Director of Design for CMG Worldwide, Ryan oversees the creation and maintenance of the online presence of the CMG client roster, as well as client-tailored outbound marketing materials. Ryan has played an integral role in building CMG’s e-commerce department and is in charge of developing and managing both the web stores and online marketing strategy for multiple CMG clients. Ryan joined CMG in 2013 and since then he has spearheaded countless invaluable projects, including the modernization of our client websites.
7. Qualifications and References

For 42 years, CMG has offered a unique service as the preeminent, global authority on the licensing and marketing of the valuable intellectual property rights in and to the name and image of our clients. However, the extent of service offered by CMG since its inception has grown significantly. CMG breaks down its service offerings into four categories:

1. **Valuation Services**
   Valuation services includes CMG subsidiaries Celebrity Valuations, LLC and the burgeoning Metaverse Valuations, LLC.

2. **Client Representation**
   Our client representation service line includes our music, media, social media, speakers, and enforcement divisions. Through the client representation line, our personalities and corporate clients receive industry-leading branding, merchandising, promotional, and full licensing and infringement pursuit services.

3. **IP Acquisition**
   The IP Acquisition line and client representation line operate similarly, but IP acquisition focuses its efforts onto IP owned by CMG.

4. **General Services**
   Finally, general services provides legal assistance to clients in the realms of indemnification and rights clearances.

Beyond these four service lines, but still operating as a CMG subsidiary, is Worldwide XR. Worldwide XR provides cutting-edge Web3 services to our clients, such as metaverse property valuations, NFT and immersive content production and creation, and XR, AR, and MR media development. Subsidiaries of Worldwide XR include VueXR, LLC and Spatial Motors, LLC.

Examples of successful licensing / marketing agreements that CMG has provided to similar public agencies or companies:

**I Love New York** saw its start as a doodle done by Milton Glaser in the back of an NYC cab. Using this doodle as the basis for a trademark, CMG spearheaded the development of the now iconic *I Love New York* brand. For several decades, CMG served as exclusive licensing agent for the New York State Department of Economic Development. During the term of this arrangement, CMG conceptualized, negotiated and administered deals with Disney, Bank of America, Lego, Dunkin Donuts, and JetBlue Airways, among many others. From CMG’s first involvement through NYC’s establishment of a governmental office responsible for *I Love New York*, CMG oversaw the growth of a multi-million dollar brand. Today, built upon CMG’s efforts, *I Love New York* is an icon, and generates upwards of thirty million dollars for the city annually. In particular, the scope of services provided to the New York State Department of Economic Development by CMG included marketing of the *I Love New York* brand, identifying licensees to leverage its trademarks, negotiating and causing execution of license contracts, facilitating approvals as between the state of New York and licensees, and lastly, administration and facilitation of royalty collection under such contracts. The project was supervised by CMG CEO Mark Roesler, and completed in 2016. The contact details of our reference are set out below:

**Name:** David Paterson  
**Title:** Former Governor, State of New York  
**Phone:** Office: 212-549-5194 (Voice & Text)  
Mobile: 917-699-0850  
**Email:** mpaterson@rockco.com
The City of Beverly Hills first engaged CMG to represent trademarks associated with the Beverly Hills Shield as early as 1992. Since then, CMG has been proud to represent the iconic city in respect of its varied trademark properties. Notably, CMG has served as the City’s exclusive licensing agent for its trademarks from 1992 to 1999 and again from 2013 through 2022. Through the course of our long-standing relationship, we have facilitated the lending of the iconic Beverly Hills trademark assets to brands such as Williams Sonoma, Universal Studios, Golden Triangle Apparel, and are currently representing the city in negotiations with Revolve and Skechers. We liaise with the City of Beverly Hills to coordinate review and approval of license deals in accordance with procedure set out by city administration, and furnish royalty reports on a quarterly basis, per our current license contract. Azadeh Sinai Samimi, General Counsel, CMG Worldwide Inc. predominantly administers this arrangement and is the primary point of contact at our organization. The project is currently ongoing, and is slated to terminate in December 2022. CMG has adhered to the schedule and budget set out by the City of Beverly Hills through the course of acting as its licensing agent. The contact details of our reference at the City of Beverly Hills are set out below:

Name: Laura Biery
Title: Marketing and Economic Sustainability Manager, City of Beverly Hills
Phone: 310-285-1036
Email: lbiery@beverlyhills.org

National Baseball Hall of Fame CMG has represented the National Baseball Hall of Fame for over a third of a century. Through this time, Mark Roesler, Chairman and CEO, CMG Worldwide, has worked extensively with the Hall of Fame to license its trademarks, and has been in charge of their member licensing program. We are currently in the thick of discussions concerning various Metaverse opportunities for the National Baseball Hall of Fame and its constituent members. Our representation of the National Baseball Hall of Fame is currently ongoing, and CMG has adhered to the schedule and agreed budget while carrying out its assignments under our existing relationship. The contact details of our reference at the organization are set out below:

Name: Scot Mondore
Title: Director of Licensing and Sales at National Baseball Hall of Fame and Museum
Phone: 607-547-0270
Email: smondore@baseballhall.org

CMG Worldwide recently coordinated a licensing arrangement with the United State Space Force ("USSF"), the newly-organized, space service wing of the U.S. military. The United States Space Force honored Neil Armstrong with the naming rights for the GPS III SV-05 satellite. CMG was responsible for structuring the deal, and brokering the terms of the officially-licensed NFT collection as between the USSF and the Neil Armstrong estate. We are currently working with the USSF to put together a similar licensing structure for Amelia Earhart. Our licensing project with the USSF for the Armstrong satellite was personally coordinated and managed by Mark Roesler and Travis Cloyd, and concluded in 2021. Mark and Travis are currently working with them on the Earhart satellite and officially licensed NFT collaboration. The contact details of our reference at the USSF are set out below:

Name: Scott Thomas
Title: GPS III Program Manager
Space Systems Command
Phone: Office: 310-653-3805
Mobile: 661-212-8281
Email: scott.thomas.24@spaceforce.mil

Major League Baseball has partnered with CMG on countless initiatives over the past decades. CMG has represented over 150 of the most iconic, legendary players in baseball history. One such example is Major League Baseball’s first officially licensed NFT, which tokenized one of the most iconic moments in baseball history - Lou Gehrig’s “Luckiest Man” speech from July 4, 1939. CMG once again orchestrated the licensing arrangement and design of the NFT as between MLB, Candy and Ethereum and the Lou Gehrig estate. Candy and Ethereum served as NFT and blockchain partners respectively. As the Lou Gehrig estate’s official representative, coupled with
our unique expertise in developing entertainment technology-driven content through our new media subsidiary Worldwide XR, we were uniquely positioned to leverage the Lou Gehrig IP to structure this deal. Mark Roesler and Travis Cloyd facilitated this deal with the MLB in June 2021. The contact details of our reference at Major League Baseball are set out below:

Name: Kevin Moss  
Title: Sr. Manager, Community Affairs  
Phone: 212-931-7431  
Email: kevin.moss@mlb.com
8. Work Plan of Proposal

Identify and pursue new opportunities for licensing in domestic and international markets, in existing and new product categories and media at the direction of the City. To capitalize on the tremendous potential inherent to the Beverly Hills Shield, the City must gain the assistance of a firm experienced not only in licensing, but in the development and implementation of cohesive, client-tailored marketing strategies. CMG aims to expand the scope of the City’s licensees far beyond the apparel industry. Our approach is three-pronged:

1. Production and distribution of custom marketing materials. We will proactively produce and distribute custom-tailored marketing outreach materials to potential licensees among diverse industries, including but not limited to big tech, luxury consumer packaged goods, luxury apparel and fast-fashion. To do so, we will draw upon our existing relationships with 20,000 of the world’s leading organizations. We aim to amplify the City’s brand through a concentrated push for logo and product placement across media channels. We also would like to pursue a MR/VR/AR Beverly Hills experiential event for distribution to gathering-places across the country.

2. A social media campaign. As previously mentioned, CMG is working with the Gilbert H. Baker Foundation on their development of a new pride logo. CMG has begun coordinating with influencers (between 50,000 and 2,000,000 followers) for a mass launch event in early 2023. The launch event will entail staggered social media posts from some of the world’s most influential LGBTQ+ people, a custom-designed Pride swag box, cross-promotional posts from CMG’s most followed accounts, and possibly custom-designed Snapchat and TikTok filters. We feel a campaign of similar, or greater, scope is possible for the City of Beverly Hills.

3. Tourism-focused marketing. While CMG has and will continue to drive profits through the direct licensing of the City’s Properties, a cleverly-devised international licensing campaign can increase tourism for the City. We will partner with travel bloggers, city leaders, and local social-media influencers to drive tourism to Beverly Hills from elite communities around the world. CMG also aims to drive virtual tourism, as enabled by Worldwide XR’s vision for the Beverly Hills metaverse, through this program, thus removing geographical barriers to entry.

Prepare licensing agreements for presentation to the City. CMG has over four decades experience in the preparation and presentation of potential licensing agreements to our clients. To respect the time of the city’s representatives, opportunities will be prepared and presented in batches of like licensees. As per our ongoing arrangement, the CMG’s licensing approval process with Beverly Hills entails the following:

i. Preliminary terms are sent to a designated point of contact at the City of Beverly Hills for review and questions;
ii. The Liaison Committee meeting is scheduled;
iii. CMG presents for approval to the Liaison Committee;
iv. CMG provides the contract to the City via the City of Beverly Hills’ designated point of contact;
v. During the monthly, full City Council meeting, the City Council will vote on proposed licenses;
vi. If passed by the City Council, the agreement will be sent from CMG to the city for signature.

Manage Licensees. CMG maintains open lines of communication and strong relationships with licensees across various industries and product categories in the likelihood that more business, for the same or a different client, is forthcoming. CMG leverages its proprietary document management system to track and monitor the high volume of licensees and deals handled on a daily basis, and also allow for all staff to access prior deal terms and fees to ensure programs are negotiated at or above market value. In terms of negotiating with potential licensees, we submit their proposal to our client for approval in all phases of the licensing process, including product development, packaging, advertising, promotion, and license negotiations. Signed contracts from licensees are submitted to our
client through a monthly report. This report breaks down all activity taking place on behalf of the client, including information on current negotiations, proposed deals from potential licensees, royalty reports from current licensees, legal and trademark status, artwork and samples.

Submit royalty reports to the City so the City can invoice for payment. City will then remit payment to the successful firm. CMG developed a proprietary, online royalty reporting system nearly ten years ago and employs an updated version of this system today. Not only has this system proven itself to be the most expeditious method of royalty reporting from CMG to its clientele, but it also ensures the greatest degree of accuracy in the issuance of such payments because any inconsistencies can be immediately identified. Our system enables us to efficiently monitor each licensee and product for each property, to analyze any property or licensee by country, by product, or by several other distinctive tracking methods and to accurately track each licensee and the performance or the priority of each property. We consider our royalty reporting methodology a unique, value-added service.

Evaluate current license agreements and recommend changes to be implemented in future license agreements. CMG completes an annual re-evaluation of all active licenses in order to ensure their continued compliance with the high standards set by CMG and our clients.
As CMG’s client, the City of Beverly Hills will have support 24 hours a day and 365 days a year. CMG’s General Counsel, Azadeh Sinai Samimi, Esq., will serve as the City’s primary Project Consultant with CMG. Azadeh can be reached at Azadeh@cmgworldwide.com or at 310.987.7280. Our senior business development associate, Wyatt Manolakas (Wyatt@cmgworldwide.com), marketing director, Ashley Haas (Ashley@cmgworldwide.com), and social media manager, Anna Schuelein (Anna@cmgworldwide.com) will round out the devoted project team, but the City can expect the engagement of CMG’s entire organization, including that of CEO & Founder Mark Roesler.

9. Project Staffing
10. Project Management

CMG General Counsel, Azadeh Sinai Samimi, Esq, will serve as the Project Consultant and primary point of contact for the City. Wyatt Manoalaks, Ashley Haas, and Anna Schuelein will report directly to Azadeh, but also work closely with representatives from the City as needed. Azadeh will work with the City to set weekly and monthly targets for licensing profits and impressions. Azadeh will work with Wyatt, Ashley, and Anna on a daily basis to ensure these targets are met. Wyatt and Ashley will be responsible for driving outbound marketing and licensing across industries, both domestically and abroad. Ashley and Anna will work closely on the development and implementation of a cohesive social media strategy. In circumstances where the City identifies and hands off a potential licensee to CMG, CMG will respond to the City and the potential licensee within 24 hours and, if needed, meet with the potential licensee, when possible, in no more than 3 business days.
11. Proposal Exceptions

CMG requests no changes or exceptions to the City’s RFP conditions and requirements, and thus accepts all conditions and requirements as set forth in the City’s RFP.
12. Cost Proposal

For any license agreement for which CMG Worldwide, Inc., identifies the licensee(s), negotiates the terms of the License Agreement, and administers the license Agreement, CMG shall receive 31.5% of gross receipts. This is in line with CMG’s previous licensing agreement with the City of Beverly Hills, which commenced May 2013, and will expire in December 2022.

For any license agreement for which the City identifies the licensee(s) and provides the name and contact information for the licensee(s) to CMG Worldwide, Inc., and CMG Worldwide, Inc., negotiates the terms of the license agreement and administers the license agreement, CMG shall receive 30% of gross receipts. This is in line with CMG’s previous licensing agreement with the City of Beverly Hills, which commenced May 2013, and will expire in December 2022.

As an alternative to a percentage of gross receipts when the license agreement would be for single time use such as entertainment-related uses of the Property and the display of the Property in print, cable, television, motion pictures, and other media, CMG staff shall receive the hourly rates as set out below:

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Roesler</td>
<td>$100</td>
</tr>
<tr>
<td>Azadeh Sinai Samimi</td>
<td>$90</td>
</tr>
<tr>
<td>Wyatt Manolakas</td>
<td>$60</td>
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<tr>
<td>Ashley Haas</td>
<td>$60</td>
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<tr>
<td>Anna Schuelein</td>
<td>$40</td>
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For these particular situations, the City shall have the right to negotiate a fee with CMG Worldwide, Inc.

The Cost Proposal is guaranteed and constitutes a contractual offer for a period of at least one hundred eighty (180) days from the date of the Proposal.
CMG does not have a Professional Liability (Errors & Omissions) policy today. As of 10.26.22, CMG has requested an updated policy from our agency, Brown & Brown, to include Professional Liability coverage up to One Million Dollars ($1,000,000). We will have this coverage activated before the City awards representation of the Properties.
CMG does not have a Comprehensive Vehicle Liability Insurance policy today. CMG does not own company vehicles nor are CMG staff allowed to use personal vehicles in performing the Scope of Work required by this Agreement. CMG has requested an updated policy from our agent, Brown & Brown, to include Vehicle Liability Insurance only for hired and non-owned vehicles with a minimum limit of One Million Dollars ($1,000,000). Should the City still require CMG to have Comprehensive Vehicle Liability coverage for owned vehicles with a minimum limit of One Million Dollars ($1,000,000), CMG will ensure active coverage before the City awards representation of the Properties.

CMG intends to allow our current Workers' Compensation policy, as provided by Paychex Insurance Agency, to expire on March 3, 2023. CMG has requested an updated policy from our agency, Brown & Brown, to include Workers’ Compensation coverage with a minimum limit of One Million Dollars ($1,000,000). CMG has requested a Waiver of Subrogation. Please view our current policy below:

To conclude, although CMG does not currently meet the insurance requirements outlined in the RFP, CMG has the ability to provide what is outlined in the RFP and has already taken steps to do so.
14. Additional Information

Conflict of Interest Disclosure
CMG certifies that it has no interest in other projects or independent contracts that conflict in any manner with the interests of the City.

Beverly Hills Business License
While CMG Worldwide, Inc. does not presently possess a Business License from the City of Beverly Hills, we are in the process of transitioning out of our current office space in West Hollywood to a new location in the City of Beverly Hills starting December 2022. CMG is able, and intends to obtain the required Business License from the city at the earliest. That being said, CMG is duly licensed to carry out business in the State of California by the California Secretary of State. Our State of California Secretary of State Number, or Franchise Tax Board Number is 4198948.
APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE

The responding firm shall provide the following information. Failure to fully complete the required information may render the proposal non-responsive and possibly eliminate the proposal from further consideration.

Responding firms should note that a portfolio of work that demonstrates the ability of the applicant to provide the services described in Section II Objectives and Scope of the RFP shall be submitted in addition to this Appendix A.

1. Respondent has been engaged in the Trademark and Licensing business under the present business name of CMG Worldwide, Inc. for 42 years.

   (Name of Business) CMG Worldwide, Inc.
   (Number) N/A

CMG Worldwide, Inc. does not presently have a business license from the City of Beverly Hills, but we are able to obtain one. CMG Worldwide, Inc.’s State of California Secretary of State Number or Franchise Tax Board Number is 4198948.

2. Business license # N/A Issued by N/A

   (Name of City for Business License)

3. Information for the main contact who would be able to answer questions regarding the proposal and its contents.

   Name and Title: Mark Roesler, Chairman & CEO
   Phone Number: 317-513-6600 Email: mark@cmgworldwide.com

4. How many full time staff does your firm currently employ? 40

5. For how many municipal government or public sector organizations is your firm currently providing the services described in this RFP? 1

6. In the last five (5) years, how many municipal government or public sector organizations has your firm provided the services described in this RFP to? 1

7. For all clients referenced in Question #5, please provide on company business letterhead:
   a. Municipal Government or Public Sector Agency name, location, and personal contact at that agency with telephone number
   b. Brief description of the scope of work
   c. Number of years your firm has continuously serviced the account

8. Your firm understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals (Circle One) Yes No.

9. Please provide a brief, concise description of how the firm meets at least the minimum requirements established in this RFP:
   CMG Worldwide, Inc. is a full-service intellectual property rights management, licensing and consulting agency. We routinely obtain, negotiate and administer trademark licenses on behalf of

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leading brands and personalities, and facilitate lending of our clients' intellectual property to merchandise, co-promotion, endorsement and sponsorship programs and campaigns.

Our scope of work includes marketing our clients to identify well-suited programs and opportunities for licensing of our clients' trademarks with vendors in the marketplace, that align with our client's brand values, and negotiate lucrative deal terms for such associations.

We spearhead business and legal discussions for such licenses, prepare contracts which safeguard our client's interests as well as facilitate their smooth execution. We liaise with licensees for approvals and timely royalty collection. Our royalty reporting system is set up to furnish monthly or quarterly revenue reports to our clients, per their preference. We re-assesses improve on and update our forms regularly, in keeping with industry practices and developments.

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Mark Roesler                                      Mark Roesler                                      October 28, 2022
Print Name                                        Signature                                         Date
October 28, 2022

The City of Beverly Hills
455 N Rexford Dr
Beverly Hills, CA 90210

To Whom It May Concern:

My name is Mark Roesler, and I am the CEO & founder of CMG Worldwide, Inc. (“CMG”), located at 9229 Sunset Boulevard, Suite 950, West Hollywood, California 90069.

CMG was appointed as worldwide representative by the City of Beverly Hills (“City”) in connection with obtaining, servicing and negotiating agreements for the commercial exploitation of the City’s trademark properties (“Properties”) for a period of continuous nine (9) years from May 2013 through today’s date. CMG’s representation of the City’s Properties is slated to expire on December 31, 2022.

CMG’s services rendered for the City under this arrangement included obtaining, servicing and negotiating license agreements for:

(1) The sale of merchandise incorporating the Properties;
(2) The promotion and/or advertising of third-party companies and products using the Properties;
(3) Media or theatrical placements, including but not limited to movies, television specials, video releases, plays and/or other performances, books and/or other publications utilizing the Properties.

The details for our contact at the City are set out below:

Name: Laura Biery
Title: Marketing and Economic Sustainability Manager, City of Beverly Hills
Phone: 310-285-1036
Email: lbiery@beverlyhills.org

Please feel free to reach me at mark@cmgworldwide, or via my direct line at 317.513.6600 in the event you have any questions.

Respectfully submitted,

Mark Roesler, Esq.
Founder, Chairman & CEO
CMG Worldwide, Inc.
APPENDIX B: COST PROPOSAL FROM CMG WORLDWIDE, INC.

a. Our firm is proposing a 31.5% of the gross receipts for any license agreement for which the responding firm identifies the licensee(s), negotiates the terms of the License Agreement, and administers the License Agreement.

b. Our firm is proposing 30% of the gross receipts for which the City identifies the licensee(s) and provides the name and contact information for the licensee(s) to the responding firm and the responding negotiates the terms of the License Agreement and administers the License Agreement.

c. Our firm is proposing an hourly rate as shown in the table below as an alternative to a percentage of gross receipts when the license agreement would be for single time use such as entertainment-related uses of the Property and the display of the Property in print, cable, television, motion pictures, and other media. For these particular situations, the City shall have the right to negotiate a fee with the successful firm.

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Attachment 2
City of Beverly Hills

Request for Proposal
RFP-22-010-04

Notice Inviting Submission of Proposals for

Trademark Licensing Agency

Due Date: October 28, 2022
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City of Beverly Hills
Beverly Hills, CA

REQUEST FOR PROPOSALS
For
Trademark License Agent

RFP-22-010-04

Due Date: October 28, 2022

I. OVERVIEW AND BACKGROUND

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica, and Culver City. Within its 5.7 square mile area, Beverly Hills has approximately 35,000 residents, with a business and commercial base that ranks alongside cities with populations of several hundred thousand.

Internationally recognized for its alluring retail stores, hotels, and exclusive attractions, Beverly Hills attracts visitors from around the world. As a full-service City, police, fire, water treatment, refuse collection, and building inspections, among other municipal services, are provided directly by the City.

The City of Beverly Hills (hereinafter referred to as “City” or “CITY”) is the owner of the Beverly Hills Shield Design trademark (“Shield”). The history of the City’s Shield dates back to 1938, with the first known article published in the Beverly Hills Citizen, a local newspaper on January 7, 1938. This article referred to the City going out to bid for fabrication and installation for two Beverly Hills Shield signs to be placed at the city limits.

In addition to the Shield, the City maintains other trademarks in its portfolio. The City’s registered trademarks are shown in Appendix C U.S. and Foreign Trademark Applications and Registrations. The City leverages the Shield recognition to optimize revenue by entering into licensing agreements with film and television studios, theme parks and apparel merchandising firms.

The City’s Policy & Management Department is responsible for overseeing the City’s trademark licensing program, which grants standard nonexclusive royalty bearing trademark licenses in most product categories.

The City requires the services of a qualified licensing agency to facilitate full domestic and international trademark licensing services for any current trademarks the City has and for any future trademarks the City may register.

The City is soliciting proposals from firms who have suitable qualifications and experience licensing trademarks for government agencies, educational institutions, sport teams, or other comparable organizations. The City shall award one agreement to one firm to be the City’s sole, exclusive licensing agency.

II. OBJECTIVES AND SCOPE OF WORK

Responding firms shall have full service capabilities for licensing the City’s Shield. The City shall appoint one responding firm as its sole licensing agent to act as the City’s worldwide
representative in connection with obtaining, servicing, and negotiating agreements for the City's trademark properties (Property).

The successful firm shall perform the following services:
- Identify and pursue new opportunities for licensing in domestic and international markets, in existing and new product categories at the direction of the City.
- Prepare licensing agreements for presentation to the City
- Manage licensees
- Submit royalty reports to the City so the City can invoice for payment. City will then remit payment to the successful firm.
- Evaluate current license agreements and recommend changes to be implemented in future license agreements

The successful firm shall identify products suitable to license the City’s Property for activities such as:
- The sale of merchandise incorporating the Property
- The promotion and/or advertising done by companies and/or products utilizing the City’s Property
- Identifying appropriate media or theatrical placements which shall include but not be limited to movies, television specials, video releases, plays and/or other performances, and books and/or other publications.

The successful firm shall furnish the City with all artwork, prototypes, and samples of all items being considered for manufacture, distribution, or sold using the City’s Property to be considered and reviewed by City Staff and City Council, including during any City Council Meeting. All products as well as advertising and promotional materials related to them, shall be subject to the City’s prior approval at the appropriate stages of development.

City reserves the right to:
(i) Use the Property for its own use in any way including but not limited to promoting and marketing the City and its programs and special events, including programs and events sponsored by others that the City determines in its sole discretion;
(ii) 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) 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;
(iv) 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.

City shall retain the unlimited right to approve all proposed licensing agreements obtained, services or negotiated by the successful firm. The City expressly reserves the unlimited right to reject any proposed licensing agreement.

The successful responding firm shall make recommendations to the City and represent the City’s best interest for licensing City’s Property. The City shall be the ultimate decision making authority for awarding licensing agreements for use of the City’s Property.

All licensing agreements to use the City’s Property will be between the City and the licensee with the successful responding firm being a party to the agreement.

City and its current licensing agent shall be responsible for and shall have exclusive right to:
(i) All revenues from licenses previously entered into by City and its current licensing agent or entered into by City’s previous licensee prior to this RFP award at a City Council meeting.

(ii) Prospective revenue from the potential or perspective licensees where existing licensing agreements exist or are under negotiation with the City and its current trademark licensing agency.

The City shall provide all legal services for enforcement of trademark infringements.

III. MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENTS

It is highly recommended the proposing firm have at least five years of experience acting as a trademark licensing agent or agency for local, state, federal or quasi-public entities. This may include work experience with colleges, sport teams, or other organizations. The responding firm shall provide an explanation of the nexus between any non-local, state, federal or quasi-public entities and the current trademark licensing work they do such that the City may understand how the firm’s experience may best qualify them for award of this agreement to their firm.

Proposals should provide a description of the firm’s qualifications and capabilities to satisfy the requirements of this RFP. The City reserves the right to verify the information provided, including requesting additional documentation regarding how the company meets the minimum eligibility criteria. All responding firms shall have their proposals reviewed; however, the City reserves the right to disqualify any responding firm at any time for any reason.

Preference may be given to firms that have worked with municipalities or public agencies.

Finally, responding firms must already possess or be able to obtain a City of Beverly Hills Business License and be licensed to do business in the State of California by the Secretary of State. Responding firms can see additional details on insurance requirements in Section XI Contracts and Insurance of this document.

IV. MAINTENANCE OF INDEPENDENT CONTRACTOR STATUS

Responding firms must include in their submittals recommendation(s) as to how the firm will ensure staff assigned to performing trademark licensing for the City will maintain independent contractor status.

V. SCHEDULE

The anticipated schedule for submission of this Request for Proposals (“RFP”) is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation issued</td>
<td>October 6, 2022</td>
</tr>
<tr>
<td>Deadlines for receipt of questions</td>
<td>October 14, 2022</td>
</tr>
<tr>
<td>City response to questions</td>
<td>October 21, 2022</td>
</tr>
<tr>
<td>Proposal due date</td>
<td>October 28, 2022</td>
</tr>
<tr>
<td>Anticipated award date</td>
<td>December 2022</td>
</tr>
<tr>
<td>Anticipated start date</td>
<td>January 1, 2023</td>
</tr>
</tbody>
</table>

VI. QUESTIONS
Questions regarding this RFP are to be submitted by email only to Cynthia Owens at cowens@beverlyhills.org and copied to Laura Biery at lbiery@beverlyhills.org, no later than 5:00 PM PT on October 14, 2022. The subject title of such emails should read “RFP-22-010-02 Potential Respondent - (Insert Name of Responding Firm).” Any inquiry should state the question only, without additional information. Questions emailed by potential firms and any additional information that the City provides in response to such questions will be posted on PlanetBids http://www.beverlyhills.org/tags/bids/web.jsp by 5:30 PM PT by October 21, 2022. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

VII. ORGANIZATION OF PROPOSAL

These instructions outline the governing format and content of the proposal and the approach to be used for the development and presentation of a response to the RFP. The intent of the RFP is to encourage responses that clearly communicate the responding firm’s understanding of the City’s requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

Proposals should be concise with enough information to allow for an appropriate evaluation of the firm’s qualifications and convey the firm’s understanding of the requested services to be provided to the City.

Proposal Content

Each proposal shall contain the following major sections in order:

1. **Letter.** The transmittal letter should include the name, title, address, phone number, and original signature(s) of the individual(s) with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. The letter shall clearly identify the firm’s legal name and address; the legal form of the firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the firm is a wholly-owned subsidiary of a “parent company,” please identify the “parent company”.

2. **Table of Contents.** List major sections in the proposal and the associated page numbers.

3. **Introduction.** Demonstrate the firm’s experience in providing the services outlined in this RFP. This section should also include a list of individuals and their contact information for the response to this RFP and their preferred method of communication (e.g., phone or email).

4. **Proposal Summary.** The firm should discuss the highlights, key features, and distinguishing points of its response to this RFP. This should be limited to three pages.

5. **Understanding of the Requirements and Ability to Meet.** This section shall describe the firm’s understanding of the services to be provided and its ability to provide the services as required.
6. **Profile of the Proposing Firm.** This section should include the names of the principals, number of employees, longevity, client base, and any other pertinent information in such a manner that evaluators of the response can reasonably conduct an objective assessment of the capacity and resources of the Firm.

7. **Qualifications and References.** This section of the proposal shall include a brief description of the firm's qualifications and previous experience supplying like services to similar public agencies or companies. Include all areas of expertise, scope of services provided, and relevant experience, including description of each project, role of professional for that project and date completed. For each project, please provide the name, title, phone number and email address of clients to be contacted for references. Give a brief statement of the firm’s adherence to the schedule and budget for each project if applicable.

Five (5) references from similar clients must be submitted along with the names and telephone numbers of contact persons.

8. **Work Plan or Proposal.** This section should present a well-conceived plan to act as the City’s Trademark Agency. This section of the proposal shall establish the firm’s understanding of the City’s objectives and service requirements as well as the firm’s ability to satisfy those objectives and requirements. The firm should succinctly describe the proposed approach for addressing the required services and outline the approach that will be undertaken to provide the requested services.

9. **Project Staffing.** This section shall discuss how the Proposer would staff this project. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal. Include proposed project management structure, including identification of the project consultant and individuals that will be assigned to the project.

10. **Project Management.** Describe the plans for accomplishing the required work and the responding firm’s approach to representing the City, including: the management approach to the work, responsibilities for coordination of work with the City, and lines of communication needed to maintain required contact. Provide a detailed outline of the company’s ability to provide timely services.

11. **Proposal Exceptions.** Any requested changes or exceptions the responding firm has to the City’s RFP conditions, requirements, or sample agreement shall be included in the final proposal. If there are no exceptions noted, it is assumed the responding firm will accept all conditions and requirements listed in *APPENDIX D SAMPLE AGREEMENT*. Items not noted in this section will NOT be open to later negotiation.

12. **Cost Proposal.** The Cost Proposal shall include:
   a. The percentage of gross receipts for any license agreement for which the responding firm identifies the licensee(s), negotiates the terms of the License Agreement, and administers the License Agreement
   b. The percentage of gross for any license agreement for which the City identifies the licensee(s) and provides the name and contact information for the licensee(s) to the responding firm and the responding firm negotiates the terms of the license agreement and administers the license agreement
   c. An hourly rate as an alternative to a percentage of gross receipts when the license agreement would be for single time use such as entertainment-related uses of the Property and the display of the Property in print, cable, television, motion pictures, and
other media. For these particular situations, the City shall have the right to negotiate a fee with the successful firm.

Provision of this information assists the evaluation team in determining the firm’s understanding of the project and provides staff with tools to negotiate an agreement that represents the best overall value to the City.

The responding firm may submit this information in writing, fill out APPENDIX B: COST PROPOSAL, or provide both forms of information. Costs are to be valid for a minimum of one hundred eighty (180) days.

The City does not pay for services prior to them being performed; therefore, responding firms shall not propose agreement terms which call for upfront payments or deposits.

13. **Evidence of Coverage.** Responding firms **must** provide evidence of insurance coverage as outlined in Section XI CONTRACT AND INSURANCE of this RFP in order to have their response considered for an initial evaluation.

14. **Additional Information.** No other documentation will be required; however, the respondent may include up to five (5) additional pages which may include elements such as further descriptions of work experience and sample work projects from other jurisdictions.

**Proposal Format**

Responding firm’s submission shall be in order of the sections listed above. The proposal should succinctly provide all the information outlined in this section.

*Respondents must provide complete proposals, including all documents requested by the City in this RFP. Submissions with incomplete questionnaires and pricing information are subject to rejection by the City.*

**VIII. SUBMITTAL INFORMATION**

Proposals must be prepared in English, and include APPENDIX A EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE in a readable font as a PDF file. APPENDIX B COST PROPOSAL must be submitted in an Excel file. Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission.

**A. Copies**

The responding firms shall submit a final response online through PlanetBids

**B. Deadline**

Proposers shall submit one (1) digital copy no later than 5:30 p.m. PT on October 28, 2022.

To be considered, the submitted proposal shall be submitted electronically through the PlanetBids platform at [https://www.beverlyhills.org/BHPlanetBids](https://www.beverlyhills.org/BHPlanetBids). The electronic bid system will close exactly at the date and time set forth in this RFP. Responding firms are responsible for submitting and having their proposals accepted before the closing time set forth in the RFP.
NOTE: Pushing the submit button on the electronic bid system may not be instantaneous; it may take time for the responding firm’s documents to upload and transmit before the proposal is accepted. **It is the responding firm’s sole responsibility to ensure their documents are uploaded, transmitted, and arrive in time electronically.** The City of Beverly Hills will have no responsibility for proposals that do not arrive in a timely manner, no matter what the reason.

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful firm, all proposals, including those not selected, shall be public records. Any respondent may withdraw their response either in person or by written request, at any time prior to the scheduled closing time for receipt of submittal.

C. Contact
Responding firms shall not contact the City’s Mayor, Councilmembers, or staff during this RFP process regarding the RFP. Responding firms’ contact with staff with questions shall be as described in SECTION VI QUESTIONS.

Only contractors currently under contract with the City may have contact with the Mayor, Councilmembers, and staff, if appropriate to the performance of their services; however current contractors **MUST NOT** discuss any aspect of this RFP with the City’s Mayor, Councilmembers, City Manager, or staff during this RFP process or they will be disqualified.

D. Rejection of Proposals
Proposals received after October 28, 2022 5:30 p.m. PT shall be considered late. Late submittals will be rejected and will not be considered for review.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a proposal to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City’s waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City’s opinion the information was intended to mislead the City regarding a requirement of the RFP. Proposals may be rejected in any case where it is determined that the proposals are not truly competitive, or where the costs presented are not reasonable.

E. Proof of Authority
The proposal must also include the following information: name, title, address and telephone number of the individual who has authority to bind the responding firm and who may be contacted during the proposal evaluation period. The proposal shall also be signed by an official authorized to bind the responding firm to an agreement and shall contain a statement to the effect that the proposal is a contractual offer for at least a one hundred eighty (180) day period.
F. Conflict of Interest

The responding firm shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The responding firm shall notify the City of any existing contracts or proposed new contracts which may conflict with the City’s interests. Responding firms’ proposals that are submitted in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under an agreement for providing Trademark Licensing Agency services to be awarded pursuant to this RFP. If the responding firm has no conflict of interest, a statement to that effect shall be included in the proposal.

Additionally, the responding firms have a responsibility to disclose any potential conflict of interest for any item that may come before the City Council in the future, such as firms involved in development agreements.

IX. EVALUATION CRITERIA AND SELECTION PROCESS

An Evaluation Committee will be established by the City. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP. The City reserves the right to establish different criteria and weight factors. Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Potential Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality and completeness of proposal</td>
<td>10</td>
</tr>
<tr>
<td>Quality, performance, and effectiveness of the solution, goods, and/or services</td>
<td>25</td>
</tr>
<tr>
<td>to be provided by the responding firm. This includes showing working relationships</td>
<td></td>
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<tr>
<td>with other cities or similar private entities with a similar scope and</td>
<td></td>
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<tr>
<td>complexity requested in the RFP.</td>
<td></td>
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<tr>
<td>Responding firm’s experience, including the experience of staff to be assigned</td>
<td>20</td>
</tr>
<tr>
<td>to the project</td>
<td></td>
</tr>
<tr>
<td>Cost to the City (this would be the proposed percentage of gross receipts)</td>
<td>10</td>
</tr>
<tr>
<td>Responding firm’s ability to perform the work</td>
<td>20</td>
</tr>
<tr>
<td>Responding firm’s prior record of performance with local, county, or state agencies</td>
<td>15</td>
</tr>
<tr>
<td>Total Potential Points</td>
<td>100</td>
</tr>
</tbody>
</table>

A. Evaluation

If a responding firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone as technical merit, expertise, track record and references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. Completeness of proposal documents. The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.
2. Understanding of the background and requirements of the Scope of Work.

3. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and the responding firm’s approach to managing resources and project output.

4. Responsiveness of the proposal to specifications described in the RFP, including whether the respondent has agreed to the contracting requirements set forth in this RFP.

5. Cost and compensation required.

B. Pre-contractual Expense
Pre-contractual expenses incurred by responding firms and the selected firm include the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.
5. Other expenses incurred by firms prior to the date of award of any agreement.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any responding firm. Responding firms shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

C. Selection

City staff will evaluate the proposals and will consider the scope of work and various evaluation criteria, as described above. The City reserves the right to interview as many or as few responding firms as it deems appropriate.

Responding firms may be contacted during this process and asked for further information. Previous clients may also be called by the City as part of a background of the firm and the proposed City Auditor.

The top rated proposers may be invited to interview with the City, with the results of those interviews being the final factor for awarding the agreement. This may include meeting with City staff and appropriate City Council committee(s). The City reserves the right to determine the place, date and time for all interviews.

Responding firms who are selected to proceed to an interview shall make every effort to attend at the date and time selected by the City. If representatives of the City experience difficulty on the part of any responding firm in scheduling a time for the oral interview, it may result in disqualification from further consideration. There may be multiple interviews that a responding firm will need to participate in. These interviews may take place in person or via video conferencing at the sole discretion of the City. The final award of the agreement will occur at a City Council meeting.
The City Council is not bound to award this agreement to the highest scoring firm or the lowest bidding firm given the professional services that will be performed by the firm awarded the agreement.

_The City reserves the right to select a firm based solely on written proposals and not to convene oral interviews_. It is anticipated that the City Council will consider awarding an agreement at a **City Council Meeting in December 2022**. The Agreement would then become effective on January 1, 2023.

Firms not selected to compete in the interviews shall be notified in a timely manner that they were not chosen to move forward in the process.

**D. Negotiations**

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected firm, City staff will recommend to the City Manager and City Council that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such an agreement cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the selected firm agree to terms and execute an agreement, that agreement is terminated for any reason, the City may enter into negotiations and sign an agreement with any other responding firm who submitted a timely, responsive and responsible proposal to this RFP, or issue a new RFP and begin the proposal process anew.

At the time of negotiations, the selected firm and all personnel assigned to this contract shall submit verification, if required by applicable local, state or federal laws, that it is a registered lobbyist and meets the applicable industry standards.

The City will evaluate the proposals with the intent of selecting the most qualified firm. Any agreement offered by the City will be awarded in the best interest of the City and in the City’s sole discretion.

**X. COST PROPOSAL AND BEST VALUE DETERMINATION**

The City Council intends to award a contract to a qualified firm whose proposal represents the best overall value to the City based on the evaluation criteria and process detailed in the RFP. A cost proposal as outlined in **SECTION IV ORGANIZATION OF PROPOSAL Item 12 Cost Proposal** shall be submitted.

**XI. CONTRACT AND INSURANCE**

The City will prepare an agreement for implementation between the successful firm and the City (See APPENDIX D for a sample). **The selected firm’s standard form contract will not be considered as an acceptable substitute.** The selected firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. The insurance information listed below encompass the City’s minimum requirements.
Bidding requirements include providing evidence of coverage including policy endorsements. If a respondent does not currently have the requirements outlined in the RFP, they must state that, and they must also state their ability to provide what is outlined in the RFP, if they are awarded the agreement.

The City shall have access to the selected firm’s total policy limits beyond the minimum requirements as listed below:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least an A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Scope of Work required by this Agreement.
- A policy or policies of Professional Liability (Errors & Omissions) Insurance with a minimum limit of One Million Dollars ($1,000,000) per occurrence.
- Workers’ compensation insurance as required by the State of California.
- Each sub-contractor engaged by the Contractor must maintain insurance coverage which meets all the requirements listed in the Agreement. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- All policies of insurance shall include provisions for waiver of subrogation. The Contractor’s insurance shall be primary to any coverage available to City.
- The general and auto liability insurance shall contain an endorsement naming the City as an additional insured.
- City may either immediately terminate the Agreement if the insurance lapses during the Agreement or the City may take out the necessary insurance and pay, at the Contractor’s expense, the premium.
- All insurance certificates shall be on file with the City’s Risk Manager.
- Any deductibles or self-insured retentions shall be declared to the City and must be approved by the City.
- The insurance amounts required by the Agreement do not limit the City’s right to recover against the Contractor or its insurance carriers.

XII. INFECTIOUS DISEASE

The successful responding firm(s) and their employees, personnel, agents, sub-consultants, volunteers and or any other individual under the control of the responding firm who work with and among City employees or the public at City worksites and facilities in the performance of their duties under the fully executed Agreement with the City (collectively “Covered Employees”) shall comply with the following infectious disease requirements, which are listed in the APPENDIX D.

INFECTIOUS DISEASE
A. The federal government and State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all contractors and CONSULTANT to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively “CONSULTANT employees”) assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CONSULTANT shall notify CITY immediately in writing if CONSULTANT or CONSULTANT employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CONSULTANT employees shall immediately cease performing services under the Agreement.

C. CONSULTANT shall monitor CONSULTANT employees’ signs and symptoms with written logs. CONSULTANT shall maintain a daily recording of the following:

1. Require CONSULTANT employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CONSULTANT employees have any symptoms of COVID-19, the common cold, or influenza including but not limited to a fever (100°F or higher), cough, trouble breathing, CONSULTANT shall:
   (a) Direct employees not to report to work.
   (b) Contact your CITY Responsible Principal.

3. CONSULTANT shall ask employees to identify any close contact they had with others at a CITY facility during the 48 hours prior to symptom onset or positive test, if asymptomatic. Close contact is defined as individuals who are within 6 feet of each other for 15 minutes or more over a 24 hour period. This definition may be modified by the Centers for Disease Control and/or the Los Angeles County Public Health Department.

4. CONSULTANT shall disinfect all areas that CONSULTANT’s employees come in contact with while performing services under the Agreement before and after usage.

5. CONSULTANT employees shall not return to any CITY facility until they meet the quarantine / isolation guidance* of the Los Angeles County Department of Public Health.

   * CONSULTANT acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance workplaces.

D. CONSULTANT shall also maintain daily monitoring and record keeping in connection with CITY projects where CONSULTANT employees come on site for the following information:

1. Projects are adhering to Social Distancing and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.

2. CONSULTANT employees are not working while sick.
3. CONSULTANT shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.

4. CONSULTANT shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CONSULTANT shall provide employees with handwashing and sanitizing equipment.

These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not.

CONSULTANT shall be required to know and adhere to Los Angeles County Public Health Order http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders.

For the latest CITY updates and COVID-19 related FAQs please visit http://www.beverlyhills.org/novelcoronavirus

CITY reserves the right to review CONSULTANT’s daily logs to ensure compliance with this Agreement. CITY has the right to send CONSULTANT employees home who do not comply with these requirements. CONSULTANT shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY’s Responsible Principal or Risk Management at 310-285-1073.

XIII. GENERAL INFORMATION AND INSTRUCTIONS

All communications concerning this RFP should be directed to Cynthia Owens at cowens@beverlyhills.org and copied to Laura Biery at lbiery@beverlyhills.org.

No questions or comments regarding this RFP are to be directed to the Mayor of the City of Beverly Hills, the Mayor’s Office, Beverly Hills City Council, the City Manager, the Director of Finance, any public official, or any City of Beverly Hills trustee other than those listed above.

Any information obtained by the selected firm is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council. The City reserves the right to negotiate with any firm which responds to this RFP.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on PlanetBids. The information will also be emailed to any firm who the City emailed a copy of the RFP to, as well as to any firm who has reached out to the City in regards to this bid as directed above. If any firm determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.
The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any firm of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Responding firms are responsible for complying with all federal, state, and local rules and regulations. Responding firms agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Responding firms are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

The successful firm shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each responding firm shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. A responding firm's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.

Upon the award of the contract to the successful firm, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Section XI Contract and Insurance of this RFP document. All insurance forms must be in a format acceptable to the City.

Every supplier of materials and services and all firms doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.
Prices quoted herein must be guaranteed for a period of not less than one hundred eighty (180) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

Responding firms shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its Contractors self-accrue their use tax, when applicable, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the responding firms submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by responding firms that was clearly marked as such will be returned upon request.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among responding firms in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between responding firm and the City;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of responding firm’s inability to successfully complete the responsibilities and obligation of the proposal; and
- Responding firm’s default under any previous agreement with the City, which results in termination of the Agreement.

XV. SUSPENSION AND DEBARMENT STATUS

As work performed by this office may be eligible for federal grants or expenses reimbursable through the Federal Emergency Management Agency ("FEMA"), the City will verify whether a contractor and its subcontractors, if any, are suspended or debarred from doing business with the federal government by searching the Excluded Parties List System (www.sam.gov). This verification process applies to contracts funded by federal grants and which are for $25,000 or more (including as well any subcontract that is for $25,000 or more). Unless an exception applies, no such federal funds may go to a person or entity that is suspended or disbarred, thus any such person or entity found to be suspended or disbarred in the check of the www.sam.gov list system will be disqualified under the Request for Proposals.

CHECKLIST
The Checklist below has been prepared by City. The Checklist may be incomplete; therefore, it is the responsibility of the Respondent to ensure that each item requested within the RFP response is included.

- Cover Letter which expresses how the responding firm meets the minimum qualifications which shall include:
  - Firm’s name
  - Address
  - Telephone number of primary person to contact
  - Email address of primary person to contact
  - Firm’s business status as a partnership, corporation, joint venture, etc.
    - Upon request by City, the responding firm shall provide the necessary documents for those authorized to sign agreements or other documents on behalf of the corporation or LLC.

- Proof of Authority

- Sufficient information to address all of the items listed in SECTION IX ORGANIZATION OF PROPOSAL.

- A portfolio of work that demonstrates the ability of the applicant to provide internal auditor services with a focus on performance audits as described in Section II Objectives and Scope. The portfolio must encompass examples of work that has occurred in the last five years, and must include the names of the cities and/or clients, the date(s) the services were rendered, and design examples.

- APPENDIX A – EXPERIENCE FORM AND QUESTIONNAIRE

- APPENDIX B – COST PROPOSAL FORMAT – RFP. This form is optional as long as the responding firm adequately addresses their costs in Section 12 of their proposal.
APPENDIX A: EXPERIENCE FORM AND QUALIFICATIONS QUESTIONNAIRE

The responding firm shall provide the following information. Failure to fully complete the required information may render the proposal non-responsive and possibly eliminate the proposal from further consideration.

Responding firms should note that a portfolio of work that demonstrates the ability of the applicant to provide the services described in Section II Objectives and Scope of the RFP shall be submitted in addition to this Appendix A.

1. Respondent has been engaged in the Trademark and Licensing business under the present business name of

   ________________________________ for ________ years.
   (Name of Business)                                 (Number)

2. Business license # __________________ Issued by ________________________________
   (Name of City for Business License)

3. Information for the main contact who would be able to answer questions regarding the proposal and its contents.

   Name and Title: ________________________________
   Phone Number: __________________  Email:____________________________________

4. How many full time staff does your firm currently employ? _______

5. For how many municipal government or public sector organizations is your firm currently providing the services described in this RFP? _________

6. In the last five (5) years, how many municipal government or public sector organizations has your firm provided the services described in this RFP to? ___________

7. For all clients referenced in Question #5, please provide on company business letterhead:
   a. Municipal Government or Public Sector Agency name, location, and personal contact at that agency with telephone number
   b. Brief description of the scope of work
   c. Number of years your firm has continuously serviced the account

8. Your firm understands that all listed clients and references may be contacted by the City for the purpose of evaluating proposals (Circle One) Yes / No.

9. Please provide a brief, concise description of how the firm meets at least the minimum requirements established in this RFP:

   ____________________________________________________________
   ____________________________________________________________

   19
APPENDIX B: COST PROPOSAL FORMAT – RFP

The City requires the responding firms submit the following information:

a. Our firm is proposing __________ percentage of the gross receipts for any license agreement for which the responding firm identifies the licensee(s), negotiates the terms of the License Agreement, and administers the License Agreement.

b. Our firm is proposing __________ percentage of the gross receipts for which the City identifies the licensee(s) and provides the name and contact information for the licensee(s) to the responding firm and the responding negotiates the terms of the License Agreement and administers the License Agreement.

c. Our firm is proposing an hourly rate as shown in the table below as an alternative to a percentage of gross receipts when the license agreement would be for single time use such as entertainment-related uses of the Property and the display of the Property in print, cable, television, motion pictures, and other media. For these particular situations, the City shall have the right to negotiate a fee with the successful firm.

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<td>006 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Metal goods, namely, metal key chains</td>
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<tr>
<td>009 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Wireless external computer storage devices, namely, blank USB flash drives, laptop bags</td>
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<td>016 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 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</td>
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<tr>
<td>021 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Beverage containers, namely, coffee mugs, travel mugs, glass water bottles sold empty and plastic water bottles sold empty</td>
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<tr>
<td>035 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 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</td>
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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

038 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Cable television broadcasting

039 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Providing travel and tour information services via a global computer network

041 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 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

045 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 Providing legal information in relation to government services and municipal regulations via a global computer network
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Title: TRADEMARK LICENSE AGENCY  
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- content, artwork, text, audio, and video relating to the City of Beverly Hills or Rodeo Drive, in each case, stored in digital wallets and authenticated by non-fungible tokens (nfts); downloadable computer applications, browser extensions, widgets, emoticons, badges, images, game software enhancements, and components, in each case, featuring general consumer merchandise; downloadable digital assets and electronic data files provided with non-fungible tokens (nfts) and other crypto collectibles and blockchain-based non-fungible assets; downloadable computer software for allowing users inside in the metaverse, augmented reality, and virtual worlds, and video games to communicate with each other, play games, take photographs, teach and learn basketball, engage in other virtual experiences and augmented reality experiences and utilize virtual goods and items

041 Primary Class
- Entertainment services, namely, providing metaverse experiences;
- Entertainment services, namely, providing on-line actual and virtual concerts and other virtual events;
- Entertainment services, namely, providing online, non-downloadable virtual footwear, clothing, headwear, eyewear, bags, backpacks, art, and accessories for use in virtual environments created for entertainment purposes;
- Entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure or entertainment purposes; providing a website featuring on-line non-downloadable software that enables users to join, access and use a virtual environment or metaverse
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<th>Country Name</th>
<th>Application Number</th>
<th>Filing Date</th>
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<td>June 14, 2022</td>
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<td>graphics, text, and audio-visual media content; downloadable digital collectibles in the form of non-fungible tokens (nfts); virtual and digital interactive representations of the City of Beverly Hills or Rodeo Drive for use in virtual experiences, augmented reality experiences, and the metaverse; multimedia files, audio recordings, video recordings, and image files containing content, artwork, text, audio, and video relating to the City of Beverly Hills or Rodeo Drive, in each case, stored in digital wallets and authenticated by non-fungible tokens (nfts); downloadable computer applications, browser extensions, widgets, emoticons, badges, images, game software enhancements, and components, in each case, featuring general consumer merchandise; downloadable digital assets and electronic data files provided with non-fungible tokens (nfts) and other crypto collectibles and blockchain-based non-fungible assets; downloadable computer software for allowing users inside in the metaverse, augmented reality, and virtual worlds, and video games to communicate with each other, play games, take photographs, teach and learn basketball, engage in other virtual experiences and augmented reality experiences and utilize virtual goods and items.</td>
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<td><img src="image.png" alt="Trademark Image" /></td>
<td>BEVERLY HILLS and Design</td>
<td>United States of America</td>
<td>97/458,282</td>
<td>June 14, 2022</td>
<td></td>
<td></td>
<td>Pending</td>
<td>Entertainment services, namely, providing metaverse experiences; Entertainment services, namely, providing on-line actual and virtual concerts and other virtual events; Entertainment services, namely, providing online, non-downloadable virtual footwear, clothing, headwear, eyewear, bags, backpacks, art, and accessories for use in virtual environments created for entertainment purposes; Entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure or entertainment purposes; providing a website featuring on-line non-downloadable software that enables users to join, access and use a virtual environment or metaverse</td>
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<td>009 Primary Class</td>
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| | | | | | | | | Downloadable virtual goods, namely, computer programs featuring clothing, headwear, bags, backpacks, art, toys and accessories for use online and in online virtual worlds; downloadable software for the creation of computer-generated imagery, graphics and content for use in game and non-game worlds, online universes, and metaverse environments; Computer software for the databasing, visualization, manipulation, virtual reality immersion and integration of geographic information with online member communities; Digital materials, namely, non-fungible tokens (nfts) featuring images, graphics, text, and audio-visual media content; downloadable digital image files and audio-visual media files authenticated by non-fungible tokens (nfts); downloadable electronic data files featuring images, graphics, text, and audio-visual media content that are linked to non-fungible tokens (nfts); digital media, namely, blockchain-based digital collectibles featuring images,
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<th>Default Image</th>
<th>Trademark Name</th>
<th>Country Name</th>
<th>Application Number</th>
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<th>Registration Date</th>
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<td>Entertainment services, namely, providing metaverse experiences; Entertainment services, namely, providing on-line actual and virtual concerts and other virtual events; Entertainment services, namely, providing online, non-downloadable virtual footwear, clothing, headwear, eyewear, bags, backpacks, art, and accessories for use in virtual environments created for entertainment.</td>
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- **Title**: TRADEMARK LICENSE AGENCY
- **Bid No.**: RFP-22-010-04
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</thead>
</table>

- **Title:** TRADEMARK LICENSE AGENCY

- **009 Primary Class**
- Downloadable virtual goods, namely, computer programs featuring clothing, headwear, bags, backpacks, art, toys and accessories for use online and in online virtual worlds; Downloadable software for the creation of computer-generated imagery, graphics and content for use in game and non-game worlds, online universes, and metaverse environments; Computer software for the databasing, visualization, manipulation, virtual reality immersion and integration of geographic information with online member communities; Digital materials, namely, non-fungible tokens (nfts) featuring images, graphics, text, and audio-visual media content; downloadable digital image files and audio-visual media files authenticated by non-fungible tokens (nfts); downloadable electronic data files featuring images, graphics, text, and audio-visual media content that are linked to non-fungible tokens (nfts); digital media, namely, blockchain-based digital collectibles featuring images, graphics, text, and audio-visual media content; downloadable digital collectibles in the form of non-fungible tokens (nfts); virtual and digital interactive representations of the City of Beverly Hills or Rodeo Drive for use in virtual experiences, augmented reality experiences, and the metaverse; multimedia files, audio recordings, video recordings, and image files containing content, artwork, text, audio, and video relating to the City of Beverly Hills or
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<th>Default Image</th>
<th>Trademark Name</th>
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<td>Rodeo Drive, in each case, stored in digital wallets and authenticated by non-fungible tokens (nfts); downloadable computer applications, browser extensions, widgets, emoticons, badges, images, game software enhancements, and components, in each case, featuring general consumer merchandise; downloadable digital assets and electronic data files provided with non-fungible tokens (nfts) and other crypto collectibles and blockchain-based non-fungible assets; downloadable computer software for allowing users inside in the metaverse, augmented reality, and virtual worlds, and video games to communicate with each other, play games, take photographs, teach and learn basketball, engage in other virtual experiences and augmented reality experiences and utilize virtual goods and items.</td>
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<td>Default Image</td>
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- **041 Primary Class**: Entertainment services, namely, providing metaverse experiences; Entertainment services, namely, providing on-line actual and virtual concerts and other virtual events; Entertainment services, namely, providing online, non-downloadable virtual footwear, clothing, headwear, eyewear, bags, backpacks, art, and accessories for use in virtual environments created for entertainment purposes; Entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure or entertainment purposes; providing a website featuring on-line non-downloadable software that enables users to join, access and use a virtual environment or metaverse.

- **009 Primary Class**: Downloadable virtual goods, namely, computer programs featuring clothing, headwear, bags, backpacks, art, toys and accessories for use online and in online virtual worlds; Downloadable software for the creation of computer-generated imagery, graphics and content for use in game and non-game worlds, online universes, and metaverse environments; Computer software for the databasing, visualization, manipulation, virtual reality immersion and integration of geographic information with online member communities; Digital materials, namely, non-fungible tokens (nfts) featuring images, graphics, text, and audio-visual media content; downloadable digital image files and audio-visual media files authenticated by non-fungible tokens (nfts); downloadable electronic data files featuring images, graphics, text, and audio-visual media content that are linked to non-fungible tokens (nfts); digital media, namely, blockchain-based digital collectibles featuring images,
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<td>graphics, text, and audio-visual media content; downloadable digital collectibles in the form of non-fungible tokens (nfts); virtual and digital interactive representations of the City of Beverly Hills or Rodeo Drive for use in virtual experiences, augmented reality experiences, and the metaverse; multimedia files, audio recordings, video recordings, and image files containing content, artwork, text, audio, and video relating to the City of Beverly Hills or Rodeo Drive, in each case, stored in digital wallets and authenticated by non-fungible tokens (nfts); downloadable computer applications, browser extensions, widgets, emoticons, badges, images, game software enhancements, and components, in each case, featuring general consumer merchandise; downloadable digital assets and electronic data files provided with non-fungible tokens (nfts) and other crypto collectibles and blockchain-based non-fungible assets; downloadable computer software for allowing users inside in the metaverse, augmented reality, and virtual worlds, and video games to communicate with each other, play games, take photographs, teach and learn basketball, engage in other virtual experiences and augmented reality experiences and utilize virtual goods and items</td>
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|               |                |                                 |                    |                      |                     |                   |          | 009 Primary Class Downloadable virtual goods, namely, computer programs featuring clothing, headwear, bags, backpacks, art, toys and accessories for use online and in online virtual worlds; Downloadable software for the creation of computer-generated imagery, graphics and content for use in game and non-game worlds, online universes, and metaverse environments; Computer software for the databasing, visualization, manipulation, virtual reality immersion and integration of geographic information with online member communities; Digital materials, namely, non-fungible tokens (nfts) featuring images, graphics, text, and audio-visual media content; downloadable digital image files and audio-visual media files authenticated by non-fungible tokens (nfts); downloadable electronic data files featuring images, graphics, text, and audio-visual media content that are linked to non-fungible tokens (nfts); digital media, namely, blockchain-based digital collectibles featuring images,
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<td><strong>graphics, text, and audio-visual media content; downloadable digital collectibles in the form of non-fungible tokens (nfts); virtual and digital interactive representations of the City of Beverly Hills or Rodeo Drive for use in virtual experiences, augmented reality experiences, and the metaverse; multimedia files, audio recordings, video recordings, and image files containing content, artwork, text, audio, and video relating to the City of Beverly Hills or Rodeo Drive, in each case, stored in digital wallets and authenticated by non-fungible tokens (nfts); downloadable computer applications, browser extensions, widgets, emoticons, badges, images, game software enhancements, and components, in each case, featuring general consumer merchandise; downloadable digital assets and electronic data files provided with non-fungible tokens (nfts) and other crypto collectibles and blockchain-based non-fungible assets; downloadable computer software for allowing users inside in the metaverse, augmented reality, and virtual worlds, and video games to communicate with each other, play games, take photographs, teach and learn basketball, engage in other virtual experiences and augmented reality experiences and utilize virtual goods and items</strong></td>
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<td>United States of America</td>
<td>77/911,377</td>
<td>January 13, 2010</td>
<td>4,649,394</td>
<td>December 2, 2014</td>
<td>Registered</td>
<td>041 Int. First Use Date: 09/19/2012 First Use In Commerce: 09/19/2012 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; providing entertainment information about community, cultural, civic events and entertainment attractions, via the computer or computer networks; providing information about education, via the computer or computer networks</td>
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<td><img src="color" alt="BEVERLY HILLS" /></td>
<td>BEVERLY HILLS and Design (Color)</td>
<td>United States of America</td>
<td>77/771,838</td>
<td>June 30, 2009</td>
<td>3,843,764</td>
<td>September 7, 2010</td>
<td>Registered</td>
<td>016 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007 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; 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</td>
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<td>Default Image</td>
<td>Trademark Name</td>
<td>Country Name</td>
<td>Application Number</td>
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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

038 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007
Cable television broadcasting

039 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007
Providing travel and tour information services via a global computer network

041 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007
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

045 Int. First Use Date: 09/01/2007 First Use In Commerce: 09/01/2007
Providing legal information in relation to government services and municipal regulations via a global computer network
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<th>Default Image</th>
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<td>United States of America</td>
<td>77/771,841</td>
<td>June 30, 2009</td>
<td>3,948,469</td>
<td>April 19, 2011</td>
<td>Registered</td>
<td>Clothing, namely, shirts, hats, and polo shirts</td>
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<td><img src="image2.png" alt="Trademark" /></td>
<td>BEVERLY HILLS and Design (series of two designs)</td>
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<td>40202103745T</td>
<td>February 17, 2021</td>
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<td>United States of America</td>
<td>87/169,288</td>
<td>September 13, 2016</td>
<td>5,190,237</td>
<td>April 25, 2017</td>
<td>To Be Abandoned</td>
<td>Downloadable software in the nature of a mobile application for providing information about public bicycle rental program, location of bicycle rental stations, bicycle routes and allowing for the reservation of bicycles</td>
</tr>
<tr>
<td><img src="image4.png" alt="Trademark" /></td>
<td>BEVERLY HILLS BIKE SHARE and Design</td>
<td>United States of America</td>
<td>87/169,294</td>
<td>September 13, 2016</td>
<td>5,190,238</td>
<td>April 25, 2017</td>
<td>To Be Abandoned</td>
<td>Rental of bicycles; transportation services, namely, providing temporary use of bicycles available for pick-up and drop-off at designated locations; providing a website featuring information in the field of bicycle transportation and bicycle rental</td>
</tr>
<tr>
<td>Default Image</td>
<td>Trademark Name</td>
<td>Country Name</td>
<td>Application Number</td>
<td>Filing Date</td>
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<td>BEVERLY HILLS</td>
<td>United States</td>
<td>90/453,228</td>
<td>January 7,</td>
<td>6,733,076</td>
<td>May 24, 2022</td>
<td>Registered</td>
<td>services, namely, availability and locations of bicycles</td>
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<td>DOGGY DAZE 90210</td>
<td>of America</td>
<td></td>
<td>2021</td>
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<td>Charitable services, namely, fundraising services by means of organizing special events for helping animal adoption and care and also providing demonstrations of animal training and products</td>
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<td></td>
<td>and Design</td>
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<td>036 Int.</td>
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<td>BEVERLY HILLS</td>
<td>United States</td>
<td>87/981,182</td>
<td>September 8,</td>
<td>5,814,831</td>
<td>July 23, 2019</td>
<td>Registered</td>
<td>Charitable services, namely, fundraising services by means of organizing special events for helping animal adoption and care and also providing demonstrations of animal training and products</td>
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<td></td>
<td>DRIVEN BY</td>
<td>of America</td>
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<td>041 Int.</td>
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<td>INNOVATION</td>
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<td></td>
<td>Organizing community festivals featuring primarily education and entertainment related to animal adoption and care and also providing demonstrations of animal training and products</td>
</tr>
<tr>
<td></td>
<td>BEVERLY HILLS</td>
<td>United States</td>
<td>87/981,149</td>
<td>September 8,</td>
<td>5,814,824</td>
<td>July 23, 2019</td>
<td>Registered</td>
<td>Charitable services, namely, fundraising services by means of organizing special events for helping animal adoption and care and also providing demonstrations of animal training and products</td>
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<td></td>
<td>DRIVEN BY</td>
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<td>INNOVATION</td>
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<td>Arranging and conducting educational conferences; meetings and symposiums in the field of autonomous vehicles and automated vehicles</td>
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<td>035 Int. First Use Date: 10/15/2018 First Use In Commerce: 10/15/2018 Promoting recreation and tourism in the City of Beverly Hills, California; promoting recreation, tourism, business, cultural and entertainment attractions, community activities, neighborhoods, and educational, recreational, cultural, municipal, and civic interests in the City of Beverly Hills, California; promotional services for the City of Beverly Hills; promoting public awareness of the City of Beverly Hills</td>
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APPENDIX D: SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
CONSULTANT'S NAME FOR BRIEFLY DESCRIBE PURPOSE OF CONTRACT

NAME OF CONSULTANT: Insert name of contractor
RESPONSIBLE PRINCIPAL OF CONSULTANT: Insert name, title
CONSULTANT'S ADDRESS: Insert street address
City, state, zip code
Attention: Insert name, title
CONSULTANT'S E.I.N/TAX I.D. NO.: Insert contractor’s Tax I.D. No.
CITY’S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Dept. Head’s Name, Title
COMMENCEMENT DATE: Insert date of commencement
TERMINATION DATE: Insert date of termination
CONSIDERATION: Not to exceed the amounts set forth in CITY authorized purchase orders
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND 
CONSULTANT'S NAME FOR BRIEFLY DESCRIBE PURPOSE 
OF CONTRACT

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called “CITY”), and Insert contractor's name (hereinafter called “CONSULTANT”).

RECATLS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the “Scope of Work”), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT’s Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above.

☐ The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

1. CITY agrees to compensate CONSULTANT percentage of the gross receipts, as identified in Exhibit B, Schedule of Payment and Fees, attached hereto and incorporated herein, for any license agreement for which CONSULTANT identifies the licensee(s), negotiates the terms of the license agreement, and administers the license agreement.

2. CITY agrees to compensate CONSULTANT percentage of the gross receipts, as identified in Exhibit B, for which CITY identifies the licensee(s) and provides the name and contact information for the licensee(s) to the responding firm and the responding negotiates the terms of the License agreement and administers the license agreement.
3. When the trademark license agreement is for single time use such as entertainment-related uses of CITY’s trademarks and the display of CITY’s trademark in print, cable, television, motion pictures, and other media, then CITY shall have the right to negotiate a fee with CONSULTANT. This fee shall be agreed upon in writing between CITY and CONSULTANT prior to undertaking any negotiations with the entertainment-related business.

(b) Expenses
The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. CITY is not and shall not be treated as an employee of CONSULTANT. CITY shall have no control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as herein set forth. CONSULTANT shall not, at any time, in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)
(a) CONSULTANT’s Responsible Principal set forth above shall be principally responsible for CONSULTANT’s obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY’s Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT’s Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.
(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by the Agreement.

(3) Workers’ compensation insurance as required by the State of California.

(4) Professional Liability Insurance

A policy or policy of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-CONSULTANTs to maintain insurance coverage which meets or exceeds the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best’s Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT’s expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with CITY’s Risk Manager a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with CITY’s Risk Manager such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) The general liability and vehicle liability policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

(g) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.
Section 12. Indemnification.

(a) CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorney’s fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

(b) All duties of CONSULTANT shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days’ written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall continue to receive payments from CITY for licensing agreements negotiated by CONSULTANT and awarded by the City Council under the Agreement until the licensing agreement reaches its termination date.

In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CITY shall have no other claim against CONSULTANT by reason of such termination, including any claim for compensation.

Section 14. CITY’s Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT’s Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records Retention and Examination. CONSULTANT shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CONSULTANT shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CONSULTANT shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CONSULTANT shall pay CITY’s travel, hotel and meal costs to the location where the records are maintained. CONSULTANT must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 17. Nondiscrimination by CONSULTANT. In the performance of this Agreement, CONSULTANT assures that no person shall, on the basis of race, color, religious
creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by the Agreement, as required by Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and Federal Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations). CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law, and shall take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, with regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

Section 18. Notice. Any notice, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party’s regular business hours or by 5:00 p.m. before or during the receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney’s Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any other party other than CONSULTANT.

Section 24. 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.

EXECUTED the ____ day of _________________, 20___, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation
Title: TRADEMARK LICENSE AGENCY

Insert Name of Dept Head / Dir. of Fin. / CM
Insert Title

CONSULTANT:

Insert Contractor Name
Insert Title

Insert Contractor Name
Insert Title

APPROVED AS TO CONTENT:

Insert Dept Head Name
Title

Insert Risk Manager Name
Risk Manager
EXHIBIT A
SCOPE OF WORK

I. OBJECTIVES AND SCOPE OF WORK

CONSULTANT shall provide full service capabilities to CITY for licensing CITY’s Shield. CONSULTANT shall be appointed as CITY’s sole licensing agent to act as CITY’s worldwide representative in connection with obtaining, servicing, and negotiating agreements for CITY’s trademark properties (“Property”).

CONSULTANT shall perform the following services:

- Identify and pursue new opportunities for licensing in domestic and international markets, in existing and new product categories at the direction of CITY.
- Prepare licensing agreements for presentation to CITY.
- Manage licensees.
- Submit written royalty reports. CITY can invoice for payment agreements and recommend changes to be implemented in future license agreements.

CONSULTANT shall identify products suitable to license CITY’s Property for activities such as:

- The sale of merchandise incorporating the Property.
- The promotion and advertising done by companies and/or products utilizing CITY’s Property.
- Identifying appropriate media or theatrical placements which shall include, but not be limited to, movies, television specials, video releases, plays and/or other performances, and books and/or other publications.

CONSULTANT shall furnish CITY with all artwork, prototypes, and samples of all items being considered for manufacture, distribution, or sold using CITY’s Property to be considered and reviewed by CITY staff and City Council, including during any City Council meeting. All products as well as advertising and promotional materials related to them, shall be subject to the City Manager’s prior written approval at the appropriate stages of development.

CITY reserves the right to:

(i) Use the Property for its own use in any way including, but not limited to, promoting and marketing CITY and its programs and special events, including programs and events sponsored by others that CITY determines in its sole discretion;
(ii) Use the Property for the development and manufacture of goods for use by CITY (whether for sale or for promotion) or for sale to third parties including the general public through any commercial means;
(iii) Permit such use by non-profit, educational, and other organizations to promote and market CITY or for such other purposes CITY determines in its sole discretion;
(iv) 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.

CITY shall retain the unlimited right to approve all proposed licensing agreements obtained, services or negotiated by the successful firm. CITY expressly reserves the unlimited right to reject any proposed licensing agreement.
CONSULTANT shall make recommendations to CITY and represent CITY’s best interest for licensing CITY’s Property. CITY shall be the ultimate decision making authority for awarding licensing agreements for use of CITY’s Property.

All licensing agreements to use CITY’s Property will be between CITY and the licensee with CONSULTANT being a party to the agreement.

CITY and its current licensing agent shall be responsible for and shall have exclusive right to:

(i) All revenues from licenses previously entered into by CITY and its current licensing agent or entered into by CITY’s previous licensee prior to the approval of the Agreement at a City Council meeting.

(ii) Prospective revenue from the potential prospective licensees are listed in Exhibit D, attached hereto and incorporated here by this reference.

CITY shall provide all legal services for enforcement of trademark infringements.

II. INFECTIOUS DISEASE

A. The federal government, State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all contractors and CONSULTANT to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively “CONSULTANT employees”) assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CONSULTANT shall notify CITY immediately in writing if CONSULTANT or CONSULTANT employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CONSULTANT employees shall immediately cease performing services under the Agreement.

C. CONSULTANT shall monitor CONSULTANT employees’ signs and symptoms with written logs. CONSULTANT shall maintain a daily recording of the following:

1. Require CONSULTANT employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CONSULTANT employees have any symptoms of COVID-19, the common cold, or influenza including but not limited to a fever (100°F or higher), cough, trouble breathing, CONSULTANT shall:

   (a) Direct employees not to report to work.

   (b) Contact your CITY Responsible Principal.

3. CONSULTANT shall ask employees to identify any close contact they had with others at a CITY facility during the 48 hours prior to symptom onset or positive test, if asymptomatic. Close contact is defined as individuals who are within 6 feet of each other for 15 minutes or more over a 24 hour period. This definition may be modified by the Centers for Disease Control and/or the Los Angeles County Public Health Department.
4. CONSULTANT shall disinfect all areas that CONSULTANT’s employees come in contact with while performing services under the Agreement before and after usage.

5. CONSULTANT employees shall not return to any CITY facility until they meet the quarantine / isolation guidance* of the Los Angeles County Department of Public Health.

* CONSULTANT acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance workplace.

D. CONSULTANT shall also maintain daily monitoring and record keeping in connection with CITY projects where CONSULTANT employees come on site for the following information:

1. Projects are adhering to Social Distancing and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.

2. CONSULTANT employees are not working while sick.

3. CONSULTANT shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.

4. CONSULTANT shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CONSULTANT shall provide employees with handwashing and sanitizing equipment.

These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not.

CONSULTANT shall be required to know and adhere to Los Angeles County Public Health Order [http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders](http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders).

For the latest CITY updates and COVID-19 related FAQs please visit [http://www.beverlyhills.org/novelcoronavirus](http://www.beverlyhills.org/novelcoronavirus)

CITY reserves the right to review CONSULTANT’s daily logs to ensure compliance with this Agreement. CITY has the right to send CONSULTANT employees home who do not comply with these requirements. CONSULTANT shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY’s Responsible Principal or Risk Management at 310-285-1073.
EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

(a) CITY shall compensate CONSULTANT for the successful completion of the work described in Exhibit A as detailed below:

1. CITY agrees to compensate CONSULTANT ___________________________ percentage of the gross receipts for any license agreement for which CONSULTANT identifies the licensee(s), negotiates the terms of the license agreement, and administers the license agreement.

2. CITY agrees to compensate CONSULTANT ___________________________ percentage of the gross receipts for which CITY identifies the licensee(s) and provides the name and contact information for the licensee(s) to the responding firm and the responding negotiates the terms of a license agreement and administers the license agreement.

3. When the trademark license agreement is for single time use, such as entertainment-related uses of CITY’s trademarks and the display of CITY’s trademark in print, cable, television, motion pictures, and other media, then CITY shall have the right to negotiate a fee with CONSULTANT. This fee shall be agreed upon in writing between CITY and CONSULTANT prior to undertaking any negotiations with the entertainment-related business.

(b) CONSULTANT shall not be entitled to any percentage of the gross receipts for the items listed in Exhibit D, Prospective Revenue from Potential Licensees, if applicable at the time the Agreement is executed.

(c) CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in this Exhibit.
EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE
A.
B.
C.

ADDRESS

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It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: ___________________________ BY: ___________________________

AUTHORIZED INSURANCE REPRESENTATIVE

AGENCY: ___________________________ ADDRESS: ___________________________

RM02.DOC REVISED 10/14/96.
EXHIBIT D

PROSPECTIVE REVENUE FROM POTENTIAL LICENSEES

SAMPLE
Attachment 3
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
gate 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: (i) it is the sole proprietor of the Property; (ii) 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 (iii) 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

AGENT: CMG BRANDS, LLC

Max Koval
NAME: Max Koval
Title: CEO

NAME: Samantha Chang
Title: Secretary

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

CHERYL FRIEDLING
Deputy City Manager/Public Affairs
**CITY OF BEVERLY HILLS**

**U.S. AND FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS**

(AS OF MAY 1, 2013)

### UNITED STATES

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<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
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<td>Paper products and printed matter, namely, banners; vinyl printed matter in the nature of removable window decals; stationery; letterhead paper</td>
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<td></td>
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<td>20</td>
<td>Placards of vinyl</td>
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<td>25</td>
<td>Clothing, namely, t-shirts and shirts</td>
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<td>35</td>
<td>Promoting community health campaigns and government services; and providing information on economic development and business services, and employment opportunities, via global computer networks</td>
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<td></td>
<td></td>
<td>41</td>
<td>Cable television programming; and providing community information about community, cultural, and civic events, and education services, and entertainment attractions, via global computer networks</td>
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<td></td>
<td>44</td>
<td>Organizing and conducting community health campaigns, namely, providing information relating to healthy and smoke-free lifestyles and environments</td>
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<td>45</td>
<td>Providing information in the field of municipal regulations</td>
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<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters – no color claim)</td>
<td>Reg. No. 2,677,651</td>
<td>25</td>
<td>Clothing, namely, shirts, hats, polo shirts, and t-shirts</td>
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<td>Mark</td>
<td>Serial / Registration No.</td>
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<td>BEVERLY HILLS and design (White Shield/White Letters – no color claim)</td>
<td>Reg. No. 2,766,280</td>
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<td>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</td>
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<td>BEVERLY HILLS and design (White Shield/White Letters – no color claim)</td>
<td>Reg. No. 2,768,789</td>
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<td>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</td>
</tr>
<tr>
<td>BEVERLY HILLS and design (Brown Shield/Yellow Letters)</td>
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<td>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</td>
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<td>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</td>
</tr>
<tr>
<td>BEVERLY HILLS and design (White Shield/Black Letters – no color claim)</td>
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<td>Metal goods, namely, metal key chains</td>
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<td>Serial / Registration No.</td>
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<td>Description of Goods/Services</td>
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<td>9</td>
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<td>Wireless external computer storage devices, namely, blank USB flash drives; laptop bags</td>
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<td>16</td>
<td>16</td>
<td>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</td>
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<td>21</td>
<td>21</td>
<td>Beverage containers, namely, coffee mugs, travel mugs, glass water bottles sold empty and plastic water bottles sold empty</td>
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<td>35</td>
<td>35</td>
<td>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</td>
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<td>38</td>
<td>38</td>
<td>Cable television broadcasting</td>
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<td>39</td>
<td>Providing travel and tour information services via a global computer network</td>
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<td>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</td>
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<td>Providing legal information in relation to government services and municipal regulations via a global computer network</td>
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<td>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</td>
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<td>Cable television broadcasting</td>
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<td>Providing travel and tour information services via a global computer network</td>
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<td>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</td>
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<td>Providing legal information in relation to government services and municipal regulations via a global computer network</td>
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<td></td>
<td>18</td>
<td>Goods made of leather, namely, key-chains, messenger bags, business-card cases, tote bags,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>hand bags, purses, book bags, school bags, carry-on bags, shoulder bags, credit card cases,</td>
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<td></td>
<td></td>
<td></td>
<td>and all-purpose carrying bags</td>
</tr>
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<td></td>
<td></td>
<td>25</td>
<td>Clothing, namely, shirts, hats, polo shirts, oxford shirts, and t-shirts</td>
</tr>
<tr>
<td>BEVERLY HILLS and design (Black Shield/White Letters – no color claim)</td>
<td>Reg. No. 4,186,999</td>
<td>3</td>
<td>Perfumes</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
</tr>
<tr>
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</tr>
<tr>
<td>BEVERLY HILLS and design (White Shield/Black Letters – no color claim)</td>
<td>Reg. No. 4,187,000</td>
<td>3</td>
<td>Perfumes</td>
</tr>
<tr>
<td>BEVERLY HILLS FARMERS’ MARKET®</td>
<td>Reg. No. 3,049,081</td>
<td>18</td>
<td>Tote bags</td>
</tr>
<tr>
<td>BEVERLY HILLS FARMERS’ MARKET®</td>
<td>Reg. No. 3,049,080</td>
<td>21</td>
<td>Mugs</td>
</tr>
<tr>
<td>BEVERLY HILLS FARMERS’ MARKET®</td>
<td>Reg. No. 3,049,078</td>
<td>24</td>
<td>Pot holders</td>
</tr>
<tr>
<td>BEVERLY HILLS FARMERS’ MARKET®</td>
<td>Reg. No. 3,049,079</td>
<td>25</td>
<td>Aprons and T-Shirts</td>
</tr>
<tr>
<td>BEVERLY HILLS THE SMART CITY &amp; design (black and white/no color claim)</td>
<td>Reg. No. 4,072,904</td>
<td>35</td>
<td>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</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
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</tr>
<tr>
<td>BEVERLY HILLS THE SMART CITY &amp; design (black and white/no color claim)</td>
<td>Reg. No. 4,072,903</td>
<td>35</td>
<td>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</td>
</tr>
<tr>
<td>BEVERLY HILLS THE SMART CITY &amp; design (black and white/no color claim)</td>
<td>Reg. No. 4,206,623</td>
<td>41</td>
<td>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</td>
</tr>
<tr>
<td>TASTE OF BEVERLY HILLS ®</td>
<td>Reg. No. 4,073,304</td>
<td>41</td>
<td>Entertainment services, namely, organizing community festivals featuring food and drinks</td>
</tr>
<tr>
<td>TASTE OF BEVERLY HILLS &amp; design (brown and yellow)</td>
<td>Reg. No. 4,076,055</td>
<td>41</td>
<td>Entertainment services, namely, organizing community festivals featuring food and drinks</td>
</tr>
<tr>
<td>TASTE OF BEVERLY HILLS &amp; design (red and yellow)</td>
<td>Reg. No. 4,076,057</td>
<td>41</td>
<td>Entertainment services, namely, organizing community festivals featuring food and drinks</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
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</tr>
<tr>
<td>TASTE OF BEVERLY HILLS &amp; design (black and white with round base/no color claim)</td>
<td>Reg. No. 4,076,054</td>
<td>41</td>
<td>Entertainment services, namely, organizing community festivals featuring food and drinks</td>
</tr>
<tr>
<td>TASTE OF BEVERLY HILLS &amp; design (black and white with triangular base/no color claim)</td>
<td>Reg. No. 4,076,056</td>
<td>41</td>
<td>Entertainment services, namely, organizing community festivals featuring food and drinks</td>
</tr>
<tr>
<td>90210 and design (with color claim)</td>
<td>Serial No. 85/360,652</td>
<td>3</td>
<td>Perfumes, colognes and cosmetics, cosmetic preparations, non-medicatated skin care preparations, non-medicatated sun care preparations, hair care preparations</td>
</tr>
<tr>
<td>90210 and design (with color claim)</td>
<td>Serial No. 85/360,654</td>
<td>5</td>
<td>Medicated skin care preparations; medicated sun care preparations</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
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</tr>
<tr>
<td>BEVERLY HILLS and design (Brown Shield/Yellow Letters)</td>
<td>Serial No. 77/911,377</td>
<td>41</td>
<td>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</td>
</tr>
<tr>
<td>BEVERLY HILLS and design (Black Shield/White Letters – no color claim)</td>
<td>Serial No. 85/360,666</td>
<td>6</td>
<td>Trinkets, namely, key chains, key rings, rings, jewelry, ornaments, all made of non-precious metal</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personalized street signs</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
</tr>
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</tr>
<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters)</td>
<td>Reg. No. 816361916</td>
<td>25</td>
<td>Articles of clothing, footwear and articles for the head</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
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</tr>
<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters)</td>
<td>Reg. No. TMA429,256</td>
<td>N/A</td>
<td>Printed matter, namely posters, calendars, magazines, brochures, pictures and photographs; toiletries and toilet and cosmetic preparations, namely, after shave 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, sweatsuits, 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, clogs, 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</td>
</tr>
</tbody>
</table>
### EUROPEAN UNION

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS &amp; Design (White Shield/Black Letters)</td>
<td>Reg. No. 6898852</td>
<td>3</td>
<td>Perfumes; colognes and cosmetics; cosmetic preparations; skin care preparations; hair care preparations; sun care preparations</td>
</tr>
</tbody>
</table>

### JAPAN

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS and design (Blue Shield/Yellow Letters)</td>
<td>Reg. No. 5282171</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>
### SINGAPORE

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS &amp; Design (White Shield/Black Letters)</td>
<td>Reg. No. T0805814B</td>
<td>3</td>
<td>Perfumes; colognes and cosmetics; cosmetics preparations; skin care preparations; sun care preparations; hair care preparations</td>
</tr>
<tr>
<td>BEVERLY HILLS and design (Blue Shield/Yellow Letters)</td>
<td>Reg. No. T0805816I</td>
<td>3</td>
<td>Perfumes; colognes and cosmetics; cosmetic preparations; skin care preparations; sun care preparations; hair care preparations</td>
</tr>
</tbody>
</table>

### SWEDEN

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters)</td>
<td>Reg. No. 238 678</td>
<td>3</td>
<td>Bleaching preparations and other substances for laundry use; Cleaning, polishing, scouring and abrasive preparations; Soaps; Perfumery, essential oils, cosmetics, hair lotions; Dentifrices</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td></td>
<td>28</td>
<td>Games and playthings; Gymnastic and sporting articles not included in other classes; Decorations for Christmas trees</td>
</tr>
</tbody>
</table>
### SWITZERLAND

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters)</td>
<td>Reg. No. 377914</td>
<td>3</td>
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<td>28</td>
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</tr>
<tr>
<td>BEVERLY HILLS &amp; Design (Black Shield/White Letters)</td>
<td>Reg. No. 377542</td>
<td>14</td>
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<td>16</td>
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</tbody>
</table>

### UNITED ARAB EMIRATES

<table>
<thead>
<tr>
<th>Mark</th>
<th>Serial / Registration No.</th>
<th>Class</th>
<th>Description of Goods/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEVERLY HILLS &amp; Design (White Shield/Black Letters)</td>
<td>Reg. No. 147855</td>
<td>3</td>
<td>Perfumes, colognes and cosmetics, cosmetic preparations, skin care preparations, hair care preparations, sun care preparations</td>
</tr>
<tr>
<td>Mark</td>
<td>Serial / Registration No.</td>
<td>Class</td>
<td>Description of Goods/Services</td>
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</tr>
<tr>
<td>BEVERLY HILLS and design (Blue Shield/Yellow Letters)</td>
<td>Reg. No. 127545</td>
<td>3</td>
<td>Perfumes, colognes and cosmetics, cosmetic preparations, skin care preparations, hair care preparations, sun care preparations</td>
</tr>
</tbody>
</table>
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