M-DCPS LICENSING PROGRAM
1176 NW 163rd Drive
Miami Fl 33169
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the 19TH day of June, 2024, (the "Effective Date"), by and between Holsen Inc dba M-DCPS Licensing located at 1176 NW 163rd Dr Miami, FL 33169, contractor for The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, with a principal address of 1450 NE 2 Avenue, Miami, Florida 33132, hereinafter referred to as "Licensor" and _____ a _____ Corporation , with a principal address of _____ hereinafter referred to as "Licensee". (as defined below).

WHEREAS, Licensor is the owner of or has the right to license the trademarks, service marks, symbols, logos, colors, characters, artwork, designs, names, copyrighted materials and/or other identifying features of Licensor listed on Appendix C attached hereto and incorporated herein (hereinafter "Marks");

WHEREAS, the school board has authorized Holsen Inc.to enter into this Agreement on their behalf to license the use of certain Licensed Indicia (as defined below); and

WHEREAS, Licensee desires to use one or more of the Marks and the Licensee desires to manufacture, advertise, distribute and sell certain Licensed Articles (as defined below) containing the Licensed Indicia, Greater Miami Athletic Conference (GMAC) marks and various other school activity products through the M-DCPS Licensing Program and willing, subject to certain conditions, to grant this license.

WHEREAS, in consideration of the Payments (as hereinafter defined), Licensor has agreed to grant to Licensee a non-exclusive, limited license to use the Marks, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the parties' mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of License.

Upon execution of this Agreement, and subject to its terms and conditions of this Agreement, Licensee shall have the non-exclusive right to use the license granted hereunder for distribution of the Products for the schools that are listed in Appendix A of this agreement.

a. Licensor hereby grants to Licensee a non-exclusive license to use, exploit and affix the Marks in connection with the offering, marketing, promotion, provision, manufacturing, distribution and/or sale of the types of merchandise approved by Licensor listed in Appendix B pursuant to the terms of this Agreement (collectively, the "Products").The Marks attached hereto and incorporated herein as Appendix C are the only the Marks available for use by Licensee pursuant to this Agreement. Licensor may amend Appendix C from time to time. The approved Products are set forth in Appendix B attached. Except for the approved Products set forth on Appendix B, the Marks may not be used in connection with any other product, service, promotion or merchandise.

b. Licensee agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which contests or in any way impairs or tends to impair or dilutes or tends to dilute any part of Licensor's right, title and interest in the Marks. Licensee shall have no right to assign its interest in the Marks created as a result of its use hereunder; provided, however, that Licensee may sublicense the Marks pursuant to, and in accordance with the provisions of Section 13 of this Agreement. Upon termination of this Agreement, Licensee shall immediately terminate all such use of the Marks and its rights and privileges hereunder shall terminate, subject to the terms of Section 2 and Section 26.

c. Licensee acknowledges that the license granted herein is non-exclusive, and that nothing in this Agreement shall prevent Licensor or any of its bookstores, booster clubs, concessionaires, or other entities from purchasing, selling, marketing or distributing products of any kind that use or otherwise exploit the Marks.

d. Rights Reserved: Nothing in this Agreement shall be construed to prevent M-DCPS Licensing or any GMAC school from granting any other licenses or rights for use of the Licensed Indicia. Miami-Dade County Public Schools and M-DCPS Licensing retain all rights to use and license their respective Licensed Indicia.

2. Term; Termination.

This Licensee shall commence performance of this Agreement on the 19th day of June 2024 and shall complete performance no later than the 1st day of May 2027 (the "Term"). The Agreement may be extended for up to two (2) additional one (1) year terms upon mutual written Agreement of the Parties.

a. Prior to the expiration of the current Term. The extensions shall not be granted unless the Licensee has met all requirements set forth in this Agreement including but limited to the submission of the Trademark Quarterly Revenue Report, satisfaction of pending Royalty Payment Fees, and the Annual Royalty Advance Payment Fee for the yearly extension period.

b. The parties hereto acknowledge and agree that Licensor shall have the right to terminate this Agreement at any time, for any reason or no reason, upon no less than ten (10) days prior written notice to Licensee. Upon termination of this Agreement, Licensee shall immediately discontinue all use of the Marks, provided that Licensee may sell its remaining and existing inventory of Products for up to ninety (90) days (the "Sell Off Period").

c. Licensee shall provide the Trademark Annual Revenue Report and make all annual applicable Royalty Payment Fees to Licensor no later than thirty (30) days following the termination or expiration of this Agreement. In the event Licensee sells its remaining Product inventory during any Sell off Period, Licensee will make all applicable Royalty Payment Fees to Licensor no later than thirty (30) days following the expiration of the Sell Off Period.

3. Ownership. Ownership of Licensed Indicia and Protection of Rights

Licensee acknowledges and agrees that the respective School Board of Miami-Dade County Public Schools own each of their respective Licensed Indicia, modifications of the Licensed Indicia, as well as any other Licensed Indicia adopted for use by the Miami-Dade County Public Schools, that each of the Licensed Indicia is valid, and that each GMAC Championship event and M-DCPS school has the exclusive right to use each of its Licensed Indicia subject only to limited permission granted to Licensee to use the Licensed Indicia pursuant to this Agreement.

a. Licensee acknowledges the validity of the state and federal registrations each GMAC Championship event and M-DCPS school owns, obtains, or acquires for its Licensed Indicia. Licensee shall not, at any time, file any trademark application with the United States Patent and Trademark Office, or with any other governmental entity for the Licensed Indicia, regardless of whether such Licensed Indicia is shown in Appendix B. Licensee shall not use any of the Licensed Indicia or any similar mark as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name anywhere in the world. Any trademark or service mark registration obtained or applied for that contains the Licensed Indicia or any similar mark shall be immediately transferred to the applicable GMAC Championship or M-DCPS school without compensation.

b. Licensee shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of the Licensed Indicia of any M-DCPS school or GMAC Championship. Licensee shall not object to, or file any action or lawsuit because of, any use by the Miami-Dade County Public Schools of their Licensed Indicia for any goods or services, whether such use is by the Miami-Dade County Public Schools directly or through licensees or authorized users.

c. Licensee recognizes the great value of the good will associated with the Licensed Indicia and acknowledges that such good will belongs to the Miami-Dade County Public Schools and that such Licensed Indicia have inherent and/or acquired distinctiveness. Licensee shall not, during the term of this Agreement or thereafter, dispute or contest the property rights of the Miami-Dade County Public Schools , dispute or contest the validity of this Agreement, or use the Licensed Indicia or any similar mark in any manner other than as licensed hereunder.

d. Licensee agrees to assist M-DCPS Licensing in the protection of the rights of the Miami-Dade County Public Schools in and to the Licensed Indicia and shall provide, at reasonable cost to be borne by M-DCPS Licensing, the Miami-Dade County Public Schools , any evidence, documents, and testimony concerning the use by Licensee of the Licensed Indicia, which M-DCPS Licensing may request for use in obtaining, defending, or enforcing rights in any Licensed Indicia or related application or registration. Licensee shall notify M-DCPS Licensing in writing of any infringements by others of the Licensed Indicia of which it is aware. M-DCPS Licensing and the applicable M-DCPS school and GMAC shall have the right to determine whether any action shall be taken on account of any such alleged infringements. Licensee shall not institute any suit or take any action on account of any such alleged infringements without first obtaining the written authorization of M-DCPS Licensing. Licensee agrees that it is not entitled to share in any proceeds received by M-DCPS Licensing or any GMAC events (by settlement or otherwise) in connection with any formal or informal action brought by M-DCPS Licensing or other entity.

Nothing in this Agreement gives Licensee any right, title, or interest in the Licensed Indicia except the right to use the Licensed Indicia in accordance with the terms of this Agreement. Licensee's use of the Licensed Indicia shall inure to the benefit of the respective Miami-Dade County Public Schools.

4. Acknowledgment.

Licensee acknowledges that any original designs, artwork or other compilations ("Works") created by it pursuant to this Agreement that contain the Licensed Indicia are "compilations" or "supplementary works" as those terms are used in Section 101 of the Copyright Act, and that the Works will be, and will be treated as having been, specially ordered or commissioned for use as a compilation or supplementary work rendered for, at the instigation and under the overall direction of the Miami-Dade County Public Schools; and therefore that all the work on and contributions to the Works by Licensee, as well as the Works themselves, are and at all times shall be regarded as "work made for hire" by the Licensee for the Miami-Dade County Public Schools.

a. Without limiting the foregoing acknowledgment or subsequent assignment, Licensee further acknowledges that any rights that Licensee might have under this Agreement do not in any way dilute or affect the interests of the Miami-Dade County Public Schools in the Licensed Indicia or any derivatives thereof; nor permit Licensee to copy or use the Works or the Licensed Indicia, except as expressly permitted under this Agreement; nor to affix a copyright or trademark notice to any product bearing the Works or the Licensed Indicia, except as expressly permitted under this Agreement.

5. Assignment

Without curtailing or limiting the foregoing acknowledgment, Licensee assigns, grants and delivers (and agrees further to assign, grant and deliver) exclusively to the respective Miami-Dade County Public Schools, all rights, titles and interests of every kind and nature whatsoever in and to the Works, and all copies and versions, including all copyrights and all renewals.

a. Licensee further agrees to execute and deliver to M-DCPS Licensing, such other and further instruments and documents as M-DCPS Licensing from time-to-time reasonably may request for the purpose of establishing, evidencing and enforcing or defending the complete, exclusive, perpetual and worldwide ownership by such respective Miami-Dade County Public Schools of all rights, titles and interests of every kind and nature whatsoever, including all copyrights, in and to the Works, and Licensee appoints M-DCPS Licensing as agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Licensee may fail or refuse promptly to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

b. Licensee acknowledges that its breach or threatened breach of this Agreement will result in immediate and irremediable damage to M-DCPS and its Licensing program, and that money damages alone would be inadequate to compensate M-DCPS. Therefore, in the event of a breach or threatened breach of this Agreement by Licensee, M-DCPS Licensing may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or threatened breach or compelling specific performance. In the event of any breach or threatened breach of this Agreement by Licensee or infringement of any rights of Miami-Dade County Public Schools, if M-DCPS Licensing, employ attorneys or incur other expenses, Licensee shall reimburse M-DCPS Licensing, for their reasonable attorney's fees and other expenses.

6. Limitations on License:

This license is subject to the following additional limitations.

a. No license is granted hereunder for the use of the Licensed Indicia of the M-DCPS schools unless Licensor has granted Licensee such authorization, or Licensee has obtained authorization through the M-DCPS Licensing Program.

b. Licensee shall not use the Licensed Indicia for any purpose other than as authorized in this Agreement. Any proposed additions to the Licensed Articles and/or new designs shall be submitted in writing to Holsen Inc dba M-DCPS Licensing and samples shall be submitted for prior approval, as provided in Section 12. Licensee shall, upon notice by M-DCPS Licensing immediately recall any unauthorized products or designs from the marketplace and destroy them or submit them to M-DCPS Licensing at Licensee's expense.

c. Licensee shall not use any brand names other than Authorized Brands in connection with the manufacture, advertising, distribution, and sale of the Licensed Articles. Licensor shall have the right to remove or change any of the Authorized Brands during the Term.

d. Licensee must receive Licensors' prior written authorization to use any Distributor of any Licensed Article. A "Distributor" shall mean any party whose business includes purchasing manufactured products from any other third party and shipping such products to retailers without changing such products. Licensee will remain primarily obligated to M-DCPS Licensing under this Agreement notwithstanding M-DCPS Licensing approval of a Distributor or Retailer and Licensee shall ensure that any approved Distributor or Retailer complies with all applicable terms and conditions of the Agreement including, without limitation, providing such Distributor and Retailer with instructions relating to the distribution and point of sale presentation of the Licensed Articles and the Distribution Channels for the Licensed Articles. If an approved Distributor or Retailer engages in conduct that would be a default under the Agreement if Licensee engaged in such conduct, Licensee shall be deemed in default and shall fully cooperate with M-DCPS Licensing to ensure that such conduct ceases promptly.

e. Licensee shall not provide any method of application of Licensed Indicia for any third party unless M-DCPS Licensing authorizes Licensee to provide said application under the terms of an authorized manufacturers or supplier's agreement.

d. Licensee shall not contract with any domestic or foreign third party for manufacturing of Licensed Articles or application of Licensed Indicia by that party ("Manufacturer") without M-DCPS Licensing prior written authorization. In the event that Licensee desires to have a Manufacturer produce one or more Licensed Article, or any component thereof, Licensee shall provide M-DCPS Licensing with the name, address, telephone number and principal contact of the proposed Manufacturer. M-DCPS Licensing must approve any Manufacturer, and the Manufacturer must execute an authorized manufacturer's or supplier's agreement provided by M-DCPS Licensing prior to use of the Licensed Indicia. In addition, Licensee shall take the steps necessary to ensure the following: Manufacturer shall produce the Licensed Articles only as and when directed by Licensee, which remains fully responsible for ensuring that the Licensed Articles are manufactured in accordance with the terms herein including approval, labor code requirements and royalty payment; Manufacturer shall not

advertise, distribute or sell Licensed Articles to any person or entity other than Licensee; and Manufacturer shall not delegate in any manner whatsoever its obligations with respect to the Licensed Articles. Licensee's failure to comply with this Section may result in termination of this Agreement and/or confiscation and seizure of Licensed Articles. Holsen Inc. and the Miami-Dade County Public Schools hereby reserve the right to terminate the engagement of any Manufacturer at any time.

e. Licensee shall comply, and ensure that all Manufacturers comply, with the labor code and monitoring requirements.

f. Any Licensed Articles manufactured at a location outside of the United States shall be taken into the possession of Licensee prior to being distributed or sold in the Territory.

g. Licensee shall have no right to delegate any responsibility to any Sublicensee of any Licensed Article without the prior written approval of M-DCPS Licensing. A "Sublicensee" shall mean any third party that manufactures any Licensed Article, ships such product to retailers, and invoices retailers directly.

h. Licensee shall not use any of the Licensed Articles as Premiums unless Licensee receives prior written authorization through Holsen Inc. pursuant to a separate agreement with M-DCPS Licensing. Licensee shall not provide Licensed Articles as Premiums to any third party whom Licensee knows or should reasonably know intends to use the Licensed Articles as Premiums.

i. Licensee is not permitted, without the applicable M-DCPS licensing program prior written authorization, to promote or market a Licensed Article by means of a direct mailing, online store or any other direct solicitation to a list of alumni, students, parents, athletic contributors, faculty or staff, or other group associated with the M-DCPS Licensing Program, regardless of how Licensee acquires such list.

j. Miami Dade County Public Schools (M-DCPS) and The Florida High School Athletic Association (FHSAA) prohibits the use of the name or likeness of any person who has current or remaining athletic eligibility on or in connection with the sale or promotion of any commercial product or service. In conducting activity under this Agreement, Licensee shall not encourage or participate in any activity that would cause an athlete or a GMAC school to violate any such rule of the FHSAA or other governing body.

7. M-DCPS events, activities and GMAC Championships

Prior to the execution of this Agreement, Licensee can request a license for certain M-DCPS events, activities and GMAC Championships. Appendix D lists those GMAC activities, events and Championships that are approved for Licensee's request for said license.

8. ADVANCED AND MINIMUM ROYALTY PAYMENTS

a. Rate: Licensee agrees that it shall pay the applicable advanced annual royalty payment listed in Appendix A for the requested license and the minimum royalty per unit as set forth below, whichever is greater, for the M-DCPS Licensing Program.

i. 12% for use of Licensed Indicia only, or a minimum royalty per unit, whichever is greater, $1.60 for t-shirts, $2.10 for long-sleeve t-shirts, $2.30 for tie-dye t-shirts, $2.00 for ladies fashion tops, $2.20 for joggers/pants/shorts, $2.80 for jackets, $2.80 for hoodies, $1.75 for headwear, $2.80 fleece/sweatshirts, $1.20 for novelties/drinkware/socks, and $1.30 for toys/plush

ii. 14% for use of Licensed Indicia and the GMAC marks or the minimum royalty per unit, whichever is greater, For t-shirts $1.80, $2.30 for long-sleeve t-shirts, $2.50 for tie-dye t-shirts, $2.20 for ladies fashion tops, $2.40 for joggers/pants/shorts, $3.00

for jackets, $3.00 for hoodies, $1.95 for headwear, $3.00 fleece/sweatshirts, $1.40 for novelties/drinkware/socks, and $1.50 for toys/plush

b. Advance Payment: Upon execution of this Agreement by Licensee, Licensee shall pay M-DCPS Licensing, as a nonrefundable payment, the Advance Payment set forth in Appendix B. Licensee may apply the Advance Payment as a credit against Royalty Payments due under Sections 8(a).

c. Royalty Payments shall be paid by Licensee to M-DCPS Licensing on all Licensed Articles (including, without limitation, any seconds, irregulars, etc. permitted pursuant to the provisions of Section 21(b) of this Agreement) distributed or sold by Licensee or any of its affiliated or subsidiary companies even if not billed or billed at less than the regular Net Sales price for such Licensed Articles, and payment shall be computed based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by M-DCPS Licensing's evaluation of comparable prices charged the trade for similar products.

9. Distribution: In the event Licensee distributes or sells Licensed Articles at a special price directly or indirectly to itself, including without limitation, any affiliate or subsidiary of Licensee, to any other person, firm or corporation related in any manner to Licensee or its officers, directors, or major stockholders, or through a Distributor (such distribution arrangements being subject to prior written approval by M-DCPS Licensing), Licensee shall pay royalties with respect to such distribution or sales based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by M-DCPS Licensing's evaluation of comparable prices charged the trade for similar products.

10. FOB Sales: If a customer of Licensee purchases Licensed Articles FOB the manufacturing source or participates in other arrangements which result in such customer paying less for the Licensed Articles than Licensee's regular selling price to the trade (such FOB Sales or other arrangements being subject to prior written approval by M-DCPS Licensing), Licensee shall pay royalties with respect to such distribution or sales based upon the regular Net Sales price for such Licensed Articles distributed or sold to the trade by Licensee or, if such regular Net Sales pricing is not available, as determined by M-DCPS Licensing's evaluation of comparable prices charged the trade for similar products.

11. ROYALTY STATEMENTS AND PENALTIES
    a. On or before the start of each quarter, Licensee shall submit to M-DCPS Licensing, in a format provided or approved by M-DCPS Licensing, a full and complete statement, certified by an officer of the Licensee to be true and accurate, showing the quantity, description, and Net Sales (including itemization of any permitted deductions and/or exemptions) of the Licensed Articles distributed and/or sold during the preceding month, listed (i) by GMAC Championship, (ii) by M-DCPS school, (iii) by Licensed Article, and (iv) by applicable Authorized Brand. Such report shall include any additional information kept in the normal course of business by the Licensee which is appropriate to enable an independent determination of the amount due hereunder with respect to each GMAC Championship and/or M-DCPS school. All Royalty Payments then due M-DCPS Licensing shall be made simultaneously with the submission of the statements. If no sales or use of the Licensed Articles were made during any reporting period for one or more Miami-Dade County Public Schools, Licensee shall provide M-DCPS Licensing a written statement to that effect as part of the report.

    b. Licensee shall pay M-DCPS Licensing an additional charge of one and one-half percent (1.5%) per month, compounded on a monthly basis, or the maximum rate allowed by law, if lower, on any payment due under the Agreement that remains unpaid after such payment becomes due.

    c. M-DCPS Licensing's receipt or acceptance of any statements or Royalty Payments, or the cashing of any royalty checks, shall not preclude M-DCPS Licensing from questioning the correctness thereof at any time. Upon discovery of any verifiable inconsistency or mistake in such statements or payments, Licensee shall immediately rectify such inconsistency or mistake.

    d. Licensee shall, unless otherwise directed in writing by M-DCPS Licensing, send all payments and

statements to M-DCPS Licensing at the address set forth in the heading of this Agreement, or transmit the same via electronic format approved by M-DCPS Licensing.

12. Review; Standards of Quality.

Licensee understands and agrees that an essential condition of this Agreement is the protection of the high reputation enjoyed by Licensor and that, in keeping with that condition, the Products and designs sold, promoted, or advertised in association with any of the Marks shall be of high and consistent quality which are subject, as requested by Licensor, to submission for review and approval.

a. Licensee shall cause the Product to meet and conform to high standards of style, quality and appearance acceptable to Licensor and consistent with the high standards of products previously produced under the Marks. To assure Licensor that Licensee is meeting such standards and other provisions of this Agreement, Licensee may request generic samples of these products.

    (i) If requested by Licensor, within thirty (30) days, Licensee shall at no charge to Licensor furnish Licensor all preliminary and proposed final artwork and pre-production samples of such Product, including all styles, colors and variations with five (5) actual samples of the Product from the first production run of each manufacturer of such Product, together with all labels, cartons and containers (including packaging and wrapping materials). If such samples do not conform to all aspects of such Product approved by Licensor, or if the quality of such sample does not meet the requirements of this Section, Licensor shall notify Licensee and Licensee shall take all steps as are reasonably necessary to bring the Products into compliance with Licensor's requirements before selling or otherwise distributing the Products.

b. Both before and after a Product is put on the market, Licensee shall follow reasonable and proper procedures for regularly testing such Product for compliance with the standards established by the Licensor and with all applicable laws, regulations, School Board policies, standards and procedures, and shall permit Licensor (upon request and reasonable notice) to inspect the testing, manufacturing and quality control records, procedures and facilities of Licensee and its authorized manufacturer and to test or sample such Product for compliance with this Section and the other terms and conditions of this Agreement. Products found by Licensor at any time not to comply with the standards established by the Licensor or with any applicable laws, regulations, School Board policies, standards and procedures shall be deemed disapproved, even if previously approved, and shall not be shipped unless and until Licensee can demonstrate to Licensor's satisfaction that such Product has been brought into full compliance.

c. In the event that: (i) the quality, appearance or style of a Product ceases to be acceptable to Licensor, (ii) Licensee uses the Marks improperly or violates any term of this Section, or (iii) Licensor becomes aware of something relating to a Product or Licensee which, in the opinion of Licensor, reflects unfavorably upon the professional, business or personal reputation of Licensor, then, in any such event, Licensor shall have the right, in its sole discretion, to withdraw its approval of such Product and terminate this Agreement. In the event of such withdrawal, Licensor shall provide immediate written notice to Licensee and Licensee shall cease the use of the Marks in connection with the sale, distribution, advertisement or use of such Product and the Product shall immediately be withdrawn from the market and destroyed; provided, however, that in the event of a revocation of approval pursuant to subsection 12(a) above, Licensor and Licensee shall negotiate in good faith to provide for a reasonable sell-off period for such Product.

13. Sublicensing. Licensor acknowledges that Licensee may need to enter into sublicenses concerning the Marks in connection with the manufacture or distribution of Products authorized pursuant to this Agreement. In the event Licensee intends to enter into a sublicense of its rights hereunder or enter into any other agreement that has the effect of sublicensing any of its rights hereunder to a third party, Licensee may enter into such an agreement so long as such agreement (a) is, by its terms, subordinate to the license granted by Licensor hereunder, (b) automatically terminates upon the termination of this

Agreement, (c) does not permit the sub-licensee to take any action that Licensee is prohibited from taking hereunder and (d) shall be in writing. Licensee shall promptly provide Licensor with a copy of any such agreement entered into by Licensee.

a. Prior to the commercial distribution of any products or services bearing the Trademark, the Licensee shall submit, or shall cause the sub-licensee to submit, samples of such products or services to the Licensor for approval. The Licensor shall have the right to approve or disapprove the samples in its sole discretion.
b. If the Licensor disapproves any samples, the Licensee shall ensure that the sub-licensee makes all necessary modifications to bring the products or services into compliance with the quality standards. No products or services bearing the Trademark shall be distributed until the Licensor's approval has been obtained.
c. The Licensee shall ensure that any sub-licensee complies with the quality standards set forth in this Agreement. The Licensee shall provide the Licensor with detailed written descriptions of the sub-licensee's manufacturing processes, materials, and quality control measures.
d. The Licensee shall not permit the sub-licensee to use the Trademark in connection with any goods or services unless they meet or exceed the quality standards specified by the Licensor. The Licensee shall conduct regular inspections of the sub-licensee's products and services to ensure compliance with these quality standards.
e. The Licensor shall have the right to conduct inspections of the sub-licensee's facilities and products at any time, upon reasonable notice to the Licensee and the sub-licensee, to ensure adherence to the quality standards. The Licensee shall cooperate fully with the Licensor in facilitating such inspections.
f. Prior to the commercial distribution of any products or services bearing the Trademark, the Licensee shall submit, or shall cause the sub-licensee to submit, samples of such products or services to the Licensor for approval. The Licensor shall have the right to approve or disapprove the samples in its sole discretion.
g. If the Licensor disapproves any samples, the Licensee shall ensure that the sub-licensee makes all necessary modifications to bring the products or services into compliance with the quality standards. No products or services bearing the Trademark shall be distributed until the Licensor's approval has been obtained.
h. In the event that any products or services distributed by the sub-licensee fail to meet the quality standards, the Licensee shall take immediate corrective action, including but not limited to, halting the distribution of the non-compliant products or services, recalling any non-compliant products, and ensuring that future products or services comply with the quality standards.
i. The Licensee shall promptly notify the Licensor of any quality control issues and the corrective actions taken. The Licensor reserves the right to take additional corrective actions if necessary to protect the integrity of the Trademark.
j. The Licensor reserves the right to terminate any sub-license granted by the Licensee if the sub-licensee fails to comply with the quality control requirements set forth in this Agreement. Upon termination, the sub-licensee shall immediately cease all use of the Trademark and dispose of any remaining inventory of products bearing the Trademark in accordance with the Licensor's instructions.
k. The Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the sub-licensee's failure to comply with the quality control provisions of this Agreement.
l. The Licensor's approval of any sub-licensee or any products or services bearing the Trademark shall not constitute a waiver of the Licensor's right to enforce the quality control provisions of this Agreement.

14. Infringement. Licensee agrees to promptly notify Licensor if Licensee becomes aware of: (a) any uses of, or applications or registrations for, a trademark, service mark, internet domain or other designation that conflicts with the Marks; (b) any act of infringement or unfair competition involving the Marks, or (c) any allegations or claims, whether or not made in a lawsuit, that the use of any of the Marks infringes any trademark or service mark or other right of another entity. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any such infringements or imitations. Licensee

shall not institute any suit or take any action on account of any such infringements or imitations without first obtaining the written consent of Licensor to do so. Licensee agrees that it is not entitled to share in any proceeds received by Licensor (by settlement or otherwise) in connection with any formal or informal action brought by Licensor, or any other entity. Licensee agrees to assist Licensor in the protection of the Marks and shall provide, at reasonable cost to be borne by Licensor and approved in advance, any evidence, documents, and testimony concerning the use by Licensee of any one or more of the Marks, which Licensor may request for use in obtaining, defending, or enforcing rights in any Marks or related application or registration.

15. Compliance with Law and Policy. Licensee shall comply with all laws, regulations and standards relating or pertaining to the manufacture, sale, distribution, packaging, advertising or use of any Products and shall maintain the highest quality and standards for the Products. Licensee shall also comply with the requirements of any regulatory agencies that may have jurisdiction over any Products. Licensee shall also comply with all applicable policies of Licensor. In addition, Licensee undertakes and agrees to obtain and maintain all required permits and licenses at Licensee's sole expense. Licensee shall pay all federal, state and local taxes due on or by reason of the manufacture, distribution or sale of the Products.

    a. Licensee shall comply with such guidelines, policies, and requirements as M-DCPS Licensing may give written notice from time-to-time including, without limitation, guidelines, policies and/or requirements contained in periodic M-DCPS Licensing bulletins or notices. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County, and the parties hereto waive any objection based on inconvenient forum or lack of personal jurisdiction for such courts. For any dispute arising out of or relating to this Agreement, all parties shall be responsible for their own attorneys' fees.

16. Duty to Defend. Licensee agrees, at its own expense, and upon written request by Licensor, to defend any suit, action or demand brought against Licensor on any claim or demand arising out of, resulting from or incidental to Licensor's performance under this Agreement.

17. Audit Rights. During the Term and for a period of five (5) years after the expiration or termination of this Agreement Licensor and its duly authorized representatives will have the right to inspect and audit all books of account and records for Licensee, including, without limitation, invoices, correspondence, inventory accounting and financial records (collectively, "Records"), Licensor shall have the right to conduct special audits whenever Licensor has reliable and substantiated information which indicates the Trademark Annual Revenue Reports provided by Licensee to Licensor hereunder are not accurate or if Licensee fails to provide a Trademark Annual Revenue Report as required by this Agreement thirty (30) days or more beyond the applicable due date of such Trademark Annual Revenue Report. Trademark Annual Revenue Report is attached hereto and incorporated herein as Appendix B. Licensor shall provide Licensee with no less than five (5) business days' written notice prior to such inspection, audit or examination. Licensee represents that it will fully cooperate with the inspection, audit or examination, including any reasonable information requested by Licensor and/or its duly authorized representatives, and will not cause or permit any interference with Licensor or its representatives during any inspection, audit or examination. During an inspection, audit or examination, Licensor shall have the right to make copies or extracts of any Records, subject to reasonable confidentiality and nondisclosure terms. Each party shall be responsible for its own costs of any inspection, audit or examination hereunder; provided, however, that Licensee shall pay Licensor for the cost of any audit that discloses a Royalty Payment deficiency between the amount due to Licensor pursuant to the audit and the amount Licensee actually paid or reported to Licensor. Licensee shall pay Licensor any such deficiency amount together with interest equal to five percent (5%) per month on the deficiency amount within ten (10) days of invoicing by Licensor.

18. Access to Records/Florida's Public Records Laws. Licensee understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Licensee shall keep and maintain public records required by the School Board to perform the service. The Licensee shall keep records to show its compliance with program requirements. Licensee must

make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Licensee which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Licensee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Licensee does not transfer the records to the public agency. The Licensee shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Licensee or keep and maintain public records required by the School Board to perform the service. If the Licensee transfers all public records to the School Board upon completion of the contract, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the contract, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

19. Assignment. Neither this Agreement nor any of Licensee's rights hereunder shall be sold, transferred or assigned by Licensee without Licensor's prior written approval. Any attempted transfer in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of Licensor, its successors and assigns; provided, however, that any such approved transfer shall not relieve Licensee of its obligations hereunder to Licensor. Licensor may freely assign this Agreement to any successor owner of the Marks.

20. DISPLAY AND APPROVAL OF LICENSED INDICIA

    a. Licensee shall use the Licensed Indicia properly on all Licensed Articles, as well as labels, containers, packages, tags and displays (collectively "Packaging"), and in all print and online advertisements and promotional literature, and television and radio commercials promoting Licensed Articles (collectively "Advertising Materials"). On all visible Packaging and Advertising Materials, the Licensed Indicia shall be emphasized in relation to surrounding material by using a distinctive typeface, color, underlining, or other technique approved by M-DCPS Licensing. Any use of any Licensed Indicia shall conform to the requirements as specified in Appendix B. Wherever appropriate, the Licensed Indicia shall be used as a proper adjective, and the common noun for the product shall be used in conjunction with the Licensed Indicia. The proper symbol to identify the Licensed Indicia as a trademark (i.e., the ® symbol if the Licensed Indicia is registered in the United States Patent and Trademark Office or the ™ symbol if not so registered) and/or copyright legend (i.e., ©) shall be placed adjacent to each Licensed Indicia. Except when otherwise expressly authorized in writing by M-DCPS Licensing, Licensee shall not use on any one Licensed Article or its Packaging the Licensed Indicia of more than one Miami Dade County Public school.

    b. M-DCPS Licensing will provide Licensee guidance on the proper use of the Licensed Indicia. A true representation or example of any proposed use by Licensee of any of the Licensed Indicia listed, in any visible or audible medium, and all proposed Licensed Articles, Packaging and Advertising Materials containing or referring to any Licensed Indicia, shall be submitted at Licensee's expense to M-DCPS Licensing for written approval prior to such use, as provided in Section 8. Licensee shall not use any Licensed Indicia in any form or in any material disapproved or not approved by M-DCPS

Licensing.

c. Licensee shall display on each Licensed Article or its Packaging and Advertising Materials the trademark and license notices required by M-DCPS Licensing's written instructions in effect as of the date of manufacture.

d. Any use of any Licensed Indicia of M-DCPS schools on Licensed Articles must be approved through M-DCPS Licensing.

21. PROCEDURE FOR APPROVAL

a. Licensee understands and agrees that it is an essential condition of this Agreement to protect the standards and good reputations of the Miami-Dade County Public Schools and agrees that the Licensed Articles, Packaging, Advertising Materials and/or designs containing the Licensed Indicia shall be of high and consistent quality, subject to the prior written approval and continuing supervision and control of M-DCPS Licensing. Licensee shall submit all Licensed Articles, Packaging, Advertising Materials and/or designs containing the Licensed Indicia to M-DCPS Licensing in a timely fashion to ensure that M-DCPS Licensing has adequate time to review such materials prior to the date of their proposed use by Licensee, and Licensee must receive prior written quality control approval by M-DCPS Licensing as provided herein.

b. Prior to the manufacture, use, distribution or sale of any Licensed Article, Packaging, Advertising Materials and/or designs containing the Licensed Indicia, Licensee shall submit to M-DCPS Licensing for approval, at Licensee's expense and in the format required by M-DCPS Licensing, at least two samples of each proposed Licensed Article, Packaging, Advertising Materials and/or design for each school or GMAC activity or event, as the same would be manufactured, used, distributed or sold. If M-DCPS Licensing approves in writing the proposed Licensed Article, Packaging, Advertising Materials and/or design, the same shall be accepted to serve as an example of quality for that Licensed Article, Packaging, Advertising Materials and/or design, and production quantities may be manufactured by Licensee in strict conformity with the approved sample. All approvals provided herein are effective only for the Term in which Licensee has submitted and M-DCPS Licensing has approved the Licensed Articles, Packaging, Advertising Materials and/or designs, unless Licensee is otherwise notified in writing by M-DCPS Licensing. Licensee shall not depart from the approved quality standards in any material respect without the prior written approval of M-DCPS Licensing. Licensed Articles, Packaging, Advertising Materials and/or designs not meeting those standards, including seconds, irregulars, etc., shall not be distributed or sold under any circumstances without M-DCPS Licensing's prior written authorization. Licensee shall also provide M-DCPS Licensing with one (1) finished sample of every Licensed Article approved in accordance with this paragraph on or before August 1, 2024.

c. Licensee may only use the Licensed Indicia as shown in Appendix B and approved in the manner set forth herein. Licensee may not modify the Licensed Indicia without the prior written approval of M-DCPS Licensing as provided in above. The use of the Licensed Indicia in conjunction with original artwork supplied by the Licensee requires the express approval of M-DCPS Licensing as provided in Section 8(b) above. Licensee may submit sketches of proposed artwork for preliminary approval before submitting finished samples.

d. The descriptions of the Licensed Articles are set out in Appendix B. Licensee agrees to adhere strictly to the description of each Licensed Article. Upon request by M-DCPS Licensing, in addition to any other requirement, Licensee shall submit to M-DCPS Licensing such number of each Licensed Article, Packaging, Advertising Materials and/or design manufactured, used, distributed or sold under the Licensed Indicia as may be necessary for M-DCPS Licensing to examine and test to assure compliance with the quality and standards for Licensed Articles, Packaging, Advertising Materials and/or designs approved herein. Each item shall be shipped in its usual container or wrapper, together with all labels, tags, and other materials usually accompanying the item. Licensee shall bear the expense of manufacturing and shipping the required number of Licensed Articles, Packaging, Advertising Materials and/or designs to the destination(s) designated by M-DCPS Licensing.

e. If M-DCPS Licensing notifies Licensee of any defect in any Licensed Article, Packaging, Advertising Materials and/or designs or of any deviation from the approved use of any of the Licensed Indicia, Licensee shall have fifteen (15) days from the date of notification from M-DCPS Licensing to correct every noted defect or deviation. Defective Licensed Articles, Packaging, Advertising Materials and/or designs in Licensee's inventory shall not be used, distributed or sold and shall, upon request by M-DCPS Licensing, be immediately recalled from the marketplace and destroyed or submitted to M-DCPS Licensing, at M-DCPS Licensing's option and at Licensee's expense. However, if it is possible to correct all defects in the Licensed Articles, Packaging, Advertising Materials and/or designs in Licensee's inventory, said items may be distributed or sold after all defects are corrected to the satisfaction of M-DCPS Licensing, which shall be indicated in writing. M-DCPS Licensing and/or its authorized representatives shall have the right at reasonable times without notice to inspect Licensee's plants, warehouses, storage facilities and operations related to the production of Licensed Articles.

f. Licensee shall comply with all applicable laws, regulations, standards and procedures relating or pertaining to the manufacture, use, advertising, distribution or sale of the Licensed Articles. Licensee shall comply with the requirements, including reporting requirements, of any regulatory agencies (including, without limitation, the United States Consumer Product Safety Commission, Federal Trade Commission, or Food and Drug Administration) which shall have jurisdiction over the Licensed Articles. Both before and after Licensed Articles are put on the market, Licensee shall follow reasonable and proper procedures for testing Licensed Articles for compliance with laws, regulations, standards and procedures, and shall permit M-DCPS Licensing and/or its authorized representatives, upon reasonable notice, to inspect its and its Manufacturer's testing, manufacturing and quality control records, procedures and facilities and to test or sample Licensed Articles for compliance with this Section. Licensed Articles found by M-DCPS Licensing at any time not to comply with applicable laws, regulations, standards and procedures shall be deemed disapproved, even if previously approved by M-DCPS Licensing, and shall not be shipped and/or shall be subject to recall unless and until Licensee can demonstrate to M-DCPS Licensing's satisfaction that such Licensed Articles have been brought into full compliance.

g. Licensee shall inform M-DCPS Licensing in writing of any complaint regarding the Licensed Articles promptly upon Licensee's receipt of such complaint.

h. Any unauthorized or unapproved use by Licensee of any Licensed Indicia of Miami Dade County Public Schools or GMAC Championship events shall constitute grounds for immediate termination of this Agreement and also may result in action against Licensee for trademark infringement and/or unfair competition, other applicable claims, and collection of monetary damages.

22. DISPLAY OF OFFICIAL LABEL

a. Licensee shall, prior to advertising, distribution or sale of any Licensed Article, affix to each Licensed Article, the M-DCPS hologram, its Packaging and Advertising Materials an "Officially Licensed M-DCPS Licensing Products" hangtag or label in the form prescribed by M-DCPS Licensing ("Official Label"). In addition, Licensee shall affix Licensee's Authorized Brand(s) to each Licensed Article, its Packaging and Advertising Materials. It is acceptable for Licensee's Authorized Brand(s) to appear on the Official Label subject to prior written approval by M-DCPS Licensing. Licensee shall purchase and obtain Official Holograms to affix to their hangtags from M-DCPS Licensing.

b. Licensee is responsible for affixing an official product hangtag or label to each Licensed Article, its Packaging and Advertising Materials. Licensee shall not provide Official Labels or holograms to any third party for any purpose whatsoever, without prior written approval by M-DCPS Licensing.

c. Licensee agrees to defend, indemnify and hold harmless Miami-Dade County Public Schools(M-DCPS) , the GMAC, Holsen Inc. and those Indemnified Parties set forth in Section 24 from all liability claims, costs or damages, including but not limited to any liability for the conversion or seizure of any of the Licensed Articles not containing the Official Label and/or Licensee's Authorized Brand(s) as required by this Section. This provision is in addition to and in no way limits

Section 24.

d. Licensee's purchase and use of the Official Holograms is contingent upon the Licensee maintaining its rights under this Agreement. Upon termination or expiration of this Agreement, subject to those provisions of Section 28 regarding disposal of inventory, Licensee must return all Official Holograms to M-DCPS Licensing for destruction. Licensee agrees that there will be no financial reimbursement to the Licensee by M-DCPS Licensing, its agents, employees, or business partners for any unused Official Holograms.

23. REPRESENTATIONS

Licensee represents, warrants and agrees that the Licensed Articles, Packaging, Advertising Materials and/or designs shall (i) be of good quality in design, material and workmanship and suitable for their intended purpose, (ii) not cause harm when used with ordinary care, and (iii) not infringe or violate the rights of any third party. Licensee further represents, warrants and agrees that all work on and contribution to the Works shall be by bona fide "employees" of Licensee working "within the scope of employment" as those terms are used in 17 U.S.C. § 101, et. seq. Each party represents and warrants that it has the right and authority to enter into and perform under this Agreement.

24. INDEMNIFICATION AND INSURANCE

a. Insurance. Licensee shall provide evidence of insurance, if requested, as may be required by the Licensor's Office of Risk and Benefit Management, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverages. "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Licensee shall be responsible for maintaining insurance coverage; and at any time the School Board/Licensor may request that Licensee provide the School Board with (a) certificate(s) of insurance and (b) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then Licensee shall also comply with insurance requirements set forth therein. Licensee shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of Licensor, shall constitute a material default under the Agreement.

b. Licensee is solely responsible for, and will defend, indemnify and hold harmless M-DCPS Licensing Program, Miami-Dade County Public Schools, the GMAC, Holsen Inc and their respective officers, agents, and employees (collectively "Indemnified Parties") from any claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of (i) any unauthorized use of or infringement of any patent, copyright, trademark or other proprietary right of a third party by Licensee in connection with the Licensed Articles, Packaging, Advertising Materials and/or designs covered by this Agreement, (ii) defects or alleged defects or deficiencies in said Licensed Articles, Packaging, Advertising Materials and/or designs or the use thereof, (iii) false advertising, fraud, misrepresentation or other claims related to the Licensed Articles, Packaging, Advertising Materials and/or designs not involving a claim of right to the Licensed Indicia, (iv) the unauthorized use of the Licensed Indicia or any breach or alleged breach by Licensee of any of its representations, warranties, covenants or obligations contained in this Agreement,

c. (v) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party, and/or (vi) agreements or alleged agreements made or entered into by Licensee to effectuate the terms of this Agreement. The indemnifications hereunder shall survive the expiration or termination of this Agreement.

d. Prior to the first sale or distribution of any Licensed Article, or use of the Licensed Indicia, Licensee shall obtain from an insurance carrier having a rating of at least A-7 by the A.M. Best & Co. or other rating satisfactory to M-DCPS Licensing, and thereafter maintain, Commercial General Liability insurance, including product, advertising and contractual liability insurance. Licensee's insurance coverage shall provide adequate protection for the Miami Dade County School Board and Holsen Inc. the "Indemnified Parties" as additional insured parties on Licensee's policy against any claims, demands, or causes of action and damages, including reasonable attorney's fees, arising out of any of the circumstances described in Section 26. Such insurance policy shall not be canceled or materially changed in form without at least thirty (30) days written notice to M-DCPS Licensing. Prior

to the first sale or distribution of any Licensed Article, or use of the Licensed Indicia, Licensee shall furnish M-DCPS Licensing a certificate of such insurance and endorsements in the form prescribed by M-DCPS Licensing. Licensee agrees that such insurance policy or policies shall provide coverage of one million dollars ($1,000,000) for personal and advertising injury, bodily injury and property damage arising out of each occurrence, or Licensee's standard insurance policy limits, whichever is greater. However, recognizing that the aforesaid amounts may be inappropriate with regard to specific classes of goods, it is contemplated that M-DCPS Licensing may require reasonable adjustment to the foregoing amounts. Any adjustment must be confirmed in writing by M-DCPS Licensing.

25. RECORDS AND RIGHT TO AUDIT

a. Licensee shall keep, maintain and preserve at its principal place of business during the Term, any renewal periods and at least three (3) years following termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions related to this Agreement in a manner such that the information contained in the statements referred to in Sections 8 and 9 can be readily determined including, without limitation, customer records, invoices, correspondence and banking, financial and other records in Licensee's possession or under its control. M-DCPS Licensing and/or its authorized representatives shall have the right to inspect and audit all materials related to this Agreement regarding any GMAC Championship event or M-DCPS school represented by M-DCPS Licensing in connection with this Agreement, which right to inspect and audit shall include the conduct of normal audit tests of additional Licensee records including those covering "non-licensed" sales to verify that they are not sales covered by this Agreement. In addition to the materials required by normal accounting practices, Licensee must retain detail of Licensed Article sales to the invoice number level for audit purposes, and invoices must indicate the M-DCPS school name beside each Licensed Article. Licensee will provide M-DCPS Licensing and/or its authorized representatives with the above-referenced invoice detail information in an Excel format.

b. Such materials shall be available for inspection and audit (including photocopying) at any time during the Term, any renewal periods and at least three (3) years following termination or expiration during reasonable business hours and upon at least five (5) days' notice by M-DCPS Licensing and/or its representatives. Licensee will cooperate and will not cause or permit any interference with M-DCPS Licensing and/or its representatives in the performance of their duties of inspection and audit. M-DCPS Licensing and/or its representatives shall have free and full access to said materials for inspection and audit purposes. Licensee shall pay M-DCPS Licensing the amount of any additional costs beyond the cost of the originally scheduled audit incurred by M-DCPS Licensing (i) due to a change in a scheduled audit date, which change is made at Licensee's request and approved by M-DCPS Licensing, or (ii) if Licensee's books and records are not organized and/or available for audit.

c. Following the conduct of the audit, Licensee shall take immediate steps to timely resolve all issues raised therein, including payment of any monies owing and due. Should an audit indicate either an underpayment of five percent (5%) or more, or (ii) an underpayment of $5,000 or more, of the monies due M-DCPS Licensing, the cost of the audit shall be paid by Licensee. Payment of any audit costs is in addition to the full amount of any underpayment including late payment charges as provided in Section 11. Without prejudice to the rights set forth in Section 26 below, Licensee must cure any contract breaches discovered during the audit, provide amended reports if required, and submit the amount of any underpayment including late payment charges and, if applicable, the cost of the audit and/or cancellation fees within fifteen (15) days from the date Licensee is notified of the audit result.

26. DEFAULT; CORRECTIVE ACTIONS; TERMINATION

a. Licensee's failure to fully comply with each provision of the Agreement, including but not limited to Licensee's failure to perform as required or breach of any provision, shall be deemed a default under the Agreement. Upon default, M-DCPS Licensing and the individual M-DCPS schools may require the Licensee to take action to correct such default for such Miami-Dade County Public

Schools and GMAC events. In the event that Licensee is required to take corrective action, M-DCPS Licensing and the M-DCPS school shall determine the corrective action that Licensee will be required to take for such failure to perform or breach commensurate with the scope and history of Licensee's past performance. Such action may include, without limitation, requiring Licensee to adopt remedial accounting and reporting measures; requiring Licensee to conduct an internal audit; requiring Licensee to train its personnel or permitting M-DCPS Licensing to assist therein at Licensee's expense; and requiring Licensee to discontinue the manufacture, advertising, distribution and sale of certain products bearing the Licensed Indicia. Additionally, in the event any default by Licensee results in damages to M-DCPS Licensing, or the M-DCPS schools in an amount that would be difficult or impossible to ascertain (including, without limitation, sales of products bearing the Licensed Indicia that have not been approved pursuant to Section 21, sales of Licensed Articles without labeling as required in Section 22, etc.), then M-DCPS Licensing and the M-DCPS school shall be entitled to receive compensation for damages in an amount to be determined by M-DCPS Licensing in consultation with the M-DCPS school. The amount of such compensation payable pursuant to this provision shall not be less than an amount equivalent to the greater of the Advance Payment or $100, per occurrence, for each affected GMAC event and M-DCPS school; provided, however, that nothing contained herein shall limit M-DCPS Licensing's, the Miami-Dade County Public Schools' or the Collegiate M-DCPS schools' rights under this Agreement, in law, in equity or otherwise, including, without limitation, the amount of damages M-DCPS Licensing or the M-DCPS schools may be entitled to. If damages are assessed against the Licensee pursuant to this provision, then Licensee's ability to continue to operate under this Agreement shall be contingent upon payment of such damages in the time allowed by M-DCPS Licensing and the M-DCPS schools.

b. In addition to the right to require corrective action for default as set forth in Section 26), M-DCPS Licensing and the individual M-DCPS schools shall have the right to terminate this Agreement without prejudice to any other rights under this Agreement, in law, in equity or otherwise, upon written notice to Licensee at any time should any of the following occur, which shall also be deemed defaults under the Agreement:

   i. Licensee fails to make any payment due or fails to deliver any requirements.

   ii. The amounts stated in the periodic statements furnished pursuant to Section 8 are significantly or consistently understated.

   iii. Licensee fails to make available its premises, records, or other business information for any audit or to resolve any issue raised in connection with any audit, as required in Section 25.

   iv. Licensee fails to pay its liabilities when due, or makes any assignment for the benefit of creditors, or files any petition under any federal or state bankruptcy statute, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy shall be appointed under the laws of the United States government or the several states.

   v. Licensee attempts to grant or grants a sublicense or attempts to assign or assigns any right or duty under this Agreement to any person or entity without the prior written authorization of M-DCPS Licensing.

   vi. Licensee distributes or sells any Licensed Articles outside the Territory or distributes or sells any Licensed Articles to a third party that Licensee knows or should reasonably know intends to distribute or sell such Licensed Articles outside the Territory.

   vii. If an entity acquires in a single transaction or through a series of transactions more than fifty percent (50%) ownership or controlling interest in Licensee.

   viii. Licensee or any related entity manufactures, distributes, or sells any product infringing or diluting the trademark, property or any other right of any GMAC event, a M-DCPS school or any other party.

ix. Licensee fails to deliver to M-DCPS Licensing and maintain in full force and effect the insurance referred to in Section 24.

x. M-DCPS Licensing, the GMAC, a M-DCPS school, or any governmental agency or court of competent jurisdiction finds that the Licensed Articles are defective in any way, manner, or form.

xi. Any monitoring agency authorized by a M-DCPS school determines that Licensee is in violation of the labor code adopted by that Miami Dade County Public Schools, and Licensee fails to effectively remediate said violation for that M-DCPS school within a time period that is reasonable with respect to the nature and extent of the violation.

xii. Licensee commits any act or omission that damages or reflects unfavorably, embarrasses, or otherwise detracts from the good reputation of any GMAC Schools, or the M-DCPS .

xiii. Licensee manufactures, distributes, or sells Licensed Articles of quality lower than the samples approved, or manufactures, distributes, sells or uses Licensed Articles or Licensed Indicia in a manner not approved or disapproved by M-DCPS Licensing.

xiv. Licensee fails to affix to each Licensed Article, its Packaging and Advertising Materials an Official Label and Authorized Brand in the manner provided in Section 22.

xv. Licensee commits a default under any other provision of this Agreement and fails to cure such default within fifteen (15) days of written notice from M-DCPS Licensing.

xvi. M-DCPS Licensing shall have the right to terminate this Agreement upon written notice to Licensee without cause with respect to a particular GMAC or M-DCPS or GMAC activity in the event that said M-DCPS or GMAC school directs M-DCPS Licensing to terminate this Agreement. This termination shall be without prejudice to any other rights M-DCPS Licensing may have, whether under the provisions of this Agreement, in law, in equity or otherwise.

xvii. The entire unpaid balance of all Royalty Payments and other amounts owing and due under this Agreement shall immediately become due and payable upon termination.

27. NO REFUND

Upon termination for any reason, Licensee shall not be entitled to a refund of any part of the license fees paid hereunder.

28. EFFECT OF EXPIRATION OR TERMINATION; DISPOSAL OF INVENTORY

a. Effect of Expiration or Termination: After expiration or termination of this Agreement for any reason, Licensee shall immediately discontinue the manufacture, advertising, use, distribution and sale of all Licensed Articles, Packaging and Advertising Materials, the use of all Licensed Indicia, and all similar marks, except as provided in Section 28(b), or unless expressly authorized in writing by M-DCPS Licensing or the applicable GMAC Championship and/or M-DCPS school(s). Until payment to M-DCPS Licensing of any monies due it, M-DCPS Licensing shall have a lien on any units of Licensed Articles not then disposed of by Licensee and on any monies due Licensee from any jobber, wholesaler, distributor, or other third parties with respect to sales of Licensed Articles.

b. Disposal of Inventory: After expiration or termination of this Agreement for any reason, Licensee shall have no further right to manufacture, advertise, use, distribute or sell Licensed Articles, Packaging or Advertising Materials utilizing the Licensed Indicia, but may continue to distribute its remaining inventory of Licensed Articles in existence at the time of expiration or termination for a period of sixty (60) days; provided, however, that Licensee has delivered all statements (including Final Statement) and payments then due, that during the disposal period Licensee shall deliver all

statements and payments due in accordance with Section 11, that Licensed Articles are sold at Licensee's regular Net Sales price and within the Distribution Channels, and that Licensee shall comply with all other terms and conditions of this Agreement. Notwithstanding the foregoing, Licensee shall not manufacture, advertise, use, distribute or sell any Licensed Articles, Packaging or Advertising Materials after the expiration or termination of this Agreement because of: (i) departure of Licensee from the quality and style approved by M-DCPS Licensing under this Agreement, (ii) failure of Licensee to obtain product or design approval, or (iii) a default under Section 26.

29. FINAL STATEMENT

Upon expiration or termination of this Agreement for any reason, or at any other time upon request by M-DCPS Licensing, the Miami-Dade County Public Schools or the GMAC schools, Licensee shall furnish to M-DCPS Licensing a statement showing the number of Licensed Articles on hand or in process. Following such expiration or termination, including inventory disposal period, if allowed, M-DCPS Licensing may request Licensee to either (i) surrender unsold Licensed Articles, Packaging and Advertising Materials, as well as dies, molds and screens used to manufacture such Licensed Articles and Packaging, or (ii) destroy all such remaining unsold materials, certifying their destruction to M-DCPS Licensing and specifying the number of each destroyed. M-DCPS Licensing and/or its authorized representatives reserve the right to conduct physical inventories to ascertain or verify Licensee's compliance with the foregoing.

30. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of M-DCPS Licensing, the Miami-Dade County Public Schools and the GMAC schools, including, without limitation, Licensee's obligations under Sections 5, 8, 11, 17, and 25 shall survive the termination or expiration of this Agreement. The terms and conditions of this Agreement providing for any other activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

31. NOTICES

All notices and statements to be given and all payments to be made shall be given or made to the parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. Unless otherwise provided in the Agreement, all notices shall be sent by certified mail, return receipt requested; facsimile, the receipt of which is confirmed by confirmation document; email, confirmed by email receipt confirmation notice; or nationally recognized overnight delivery service that provides evidence of delivery, and shall be deemed to have been given at the time they are sent.

32. BEST EFFORTS

Licensee agrees that it will use diligent efforts to promote the sale of the Licensed Articles actively and aggressively on behalf of the Miami-Dade County Public Schools and GMAC schools events.

33. NO JOINT VENTURE OR ENDORSEMENT OF LICENSEE

Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers or agents, and Licensee shall have no power to obligate or bind M-DCPS Licensing or any GMAC Championship events, or M-DCPS school in any manner whatsoever. Neither M-DCPS, M-DCPS Licensing nor any M-DCPS school is in any way a guarantor of the quality of any product produced by Licensee. Licensee shall neither state nor imply, directly or indirectly, that the Licensee or its activities, other than under this license, are supported, endorsed or sponsored by M-DCPS, M-DCPS Licensing or by any GMAC school and, upon the direction of M-DCPS Licensing, shall issue express disclaimers to that effect.

34. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. ENTIRE AGREEMENT / NO WAIVER

Unless otherwise specified herein, this Agreement or any renewal, including appendices, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding, written or oral, relating to the subject matter hereof between Licensee, M-DCPS Licensing and M-DCPS. There are no representations, promises, agreements, warranties, covenants, or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

36. GMAC CHAMPIONSHIP AND M-DCPS SCHOOL RIGHT TO ENFORCE

Each Miami-Dade County Public School (M-DCPS) and GMAC School or event is entitled to enforce its rights in the Licensed Indicia and the terms of this Agreement directly against the Licensee; and each M-DCPS and GMAC school is entitled to all the rights and remedies available under this Agreement.

37. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached appendices are an integral part of this Agreement. Section headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, which shall be the sole jurisdiction for any disputes. This Agreement shall not be binding on M-DCPS Licensing until signed by M-DCPS Licensing as agent on behalf of the Miami-Dade County Public Schools.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date of signature below.

LICENSEE:

By: [Seal] (Signature of officer, partner, or person duly authorized to sign)

Title:

Date:

THE M-DCPS Licensing, as agent on behalf of the Miami-Dade County Public Schools

By: (Signature of person duly authorized to sign)

Title: _____

Date:

DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following respective meanings:

“M-DCPS SCHOOLS” means the contracted Miami-Dade County Public Schools listed in Appendix A of this agreement.

“Licensed Indicia” means the names and identifying indicia of the schools and GMAC activities and events, as hereinafter defined, including, without limitation, the trademarks, service marks, trade dress, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, designs, colors, uniform and helmet designs, distinctive landmarks, logo graphics, mascots, seals and other symbols associated with or referring to the respective schools and GMAC activities. Licensed Indicia, GMAC Championships and any other names or identifying indicia adopted and approved for Miami-Dade County Public Schools and M-DCPS Licensing.

“Licensed Articles” means the products listed in Appendix B.

“Authorized Brands” means any additional brand names or labels Licensee may use in association with the Licensed Articles. Authorized Brands are listed in Appendix B.

“Territory” means the United States of America, its territories and possessions, the Commonwealth of Puerto Rico, and United States military bases abroad. Licensee shall not advertise, distribute, or sell Licensed Articles outside the Territory, or to any person or entity that Licensee knows or should reasonably know intends or is likely to advertise, redistribute or resell Licensed Articles outside the Territory.

“Net Sales” means the total gross sales of all Licensed Articles distributed or sold at the greater of Licensee’s invoiced selling price or Licensee’s regular domestic wholesale warehouse price, including the royalty amount, less lawful quantity trade discounts actually allowed and taken as such by customers and shown on the invoice, less any credits for returns actually made as supported by credit memoranda issued to customers, less sales taxes, and less prepaid transportation charges on Licensed Articles shipped by Licensee from its facilities to the purchaser. There shall be no other deductions allowed including, without limitation, deductions for direct or indirect costs incurred in the manufacturing, distributing, selling, importing or advertising (including cooperative and other advertising and promotional allowances) of the Licensed Articles, nor shall any deductions be allowed for non- collected or uncollectable accounts, commissions, cash or early payment discounts, close-out sales, distress sales, sales to employees, or any other costs.

“Premiums” means any products, including Licensed Articles, bearing any Licensed Indicia featured alone or in combination with the indicia of any third party, that Licensee sells or gives away for the purposes of (i) promoting, publicizing, or increasing the sale of its own products or services; or (ii) promoting, publicizing or increasing the sale of the products or services of any third party. Premiums include, without limitation, combination sales, incentives for sales force, and trade or consumer promotions such as sweepstakes.

“Championship merchandise” means any of the teams participating in the respective GMAC championships and state championships during the term of this Agreement.

*Licensee may not distribute and/or sell the Licensed Articles in combination packages without the prior written authorization of M-DCPS Licensing acting on behalf of the Miami-Dade County Public Schools (M-DCPS).

APPENDIX A
TYPE OF LICENSE

Advanced royalty payment and minimum royalties

Please select one

( ) Internal sales - Direct to schools
( ) External sales - Retailers

M-DCPS License Type Select below _____

All M-DCPS Schools	( )	$6,000.00
All M-DCPS Elementary Schools	( )	$4,500.00
All M-DCPS Senior High Schools	( )	$4,000.00
All M-DCPS K8 Centers -Middle Schools	( )	$2,500.00
Single License – All District 1 Schools	( )	$1,500.00
Single License – All District 2 Schools	( )	$1,500.00
Single License – All District 3 Schools	( )	$1,500.00
Single License – All District 4 Schools	( )	$1,500.00
Single License – All District 5 Schools	( )	$1,500.00
Single License – All District 6 Schools	( )	$1,500.00
Single License – All District 7 Schools	( )	$1,500.00
Single License – All District 8 Schools	( )	$1,500.00
Single License – All District 9 Schools	( )	$1,500.00
District 1 All High Schools	( )	$500.00
District 1 All K8/Middle Schools	( )	$400.00
District 1 All Elementary Schools	( )	$300.00
District 1 Feeder Pattern Schools	( )	$100.00
District 1 - One School Only	( )	$50.00
District 2 All High Schools	( )	$500.00
District 2 All K8/Middle Schools	( )	$400.00
District 2 All Elementary Schools	( )	$300.00
District 2 Feeder Pattern Schools	( )	$100.00
District 2 - One School Only	( )	$50.00
District 3 All High Schools	( )	$500.00
District 3 All K8/Middle Schools	( )	$400.00
District 3 All Elementary Schools	( )	$300.00
District 3 Feeder Pattern Schools	( )	$100.00
District 3 - One School Only	( )	$50.00
District 4 All High Schools	( )	$500.00
District 4 All K8/Middle Schools	( )	$400.00

District 4 All Elementary Schools	( )	$300.00
District 4 Feeder Pattern Schools	( )	$100.00
District 4 - One School Only	( )	$50.00
District 5 All High Schools	( )	$500.00
District 5 All K8/Middle Schools	( )	$400.00
District 5 All Elementary Schools	( )	$300.00
District 5 Feeder Pattern Schools	( )	$100.00
District 5 - One School Only	( )	$50.00
District 6 All High Schools	( )	$500.00
District 6 All K8/Middle Schools	( )	$400.00
District 6 All Elementary Schools	( )	$300.00
District 6 Feeder Pattern Schools	( )	$100.00
District 6 - One School Only	( )	$50.00
District 7 All High Schools	( )	$500.00
District 7 All K8/Middle Schools	( )	$400.00
District 7 All Elementary Schools	( )	$300.00
District 7 Feeder Patten Schools	( )	$100.00
District 6 - One School Only	( )	$50.00
District 8 All High Schools	( )	$500.00
District 8 All K8/Middle Schools	( )	$400.00
District 8 All Elementary Schools	( )	$300.00
District 8 Feeder Pattern Schools	( )	$100.00
District 8 - One School Only	( )	$50.00
District 9 All High Schools	( )	$500.00
District 9 All K8/Middle Schools	( )	$400.00
District 9 All Elementary Schools	( )	$300.00
District 9 Feeder Pattern Schools	( )	$100.00
District 9 - One School Only	( )	$50.00

12% for use of Licensed Indicia only, or a minimum royalty per unit, whichever is greater.

- $1.60 for t-shirts
- $2.10 for long-sleeve t-shirts
- $2.30 for tie-dye t-shirts
- $2.00 for ladies fashion tops
- $2.20 for joggers/pants/shorts
- $2.80 for jackets
- $2.80 for hoodies
- $1.75 for headwear
- $2.80 fleece/sweatshirts
- $1.20 for novelties/drinkware/socks
- $1.30 for toys/plush

14% for use of Licensed Indicia and the GMAC marks or the minimum royalty per unit, whichever is greater.

- $1.80 for t-shirts
- $2.30 for long-sleeve t-shirts
- $2.50 for tie-dye t-shirts
- $2.20 for ladies fashion tops
- $2.40 for joggers/pants/shorts
- $3.00 for jackets
- $3.00 for hoodies
- $1.95 for headwear
- $3.00 fleece/sweatshirts
- $1.40 for novelties/drinkware/socks
- $1.50 for toys/plush

APPENDIX B
Approved products

Licensee Name: _____
ID number : _____

12% for use of Licensed Indicia only, or a minimum royalty per unit, whichever is greater.

( )	01T	T-shirts	$1.60
( )	01LST	Long Sleeve T-shirts	$2.10
( )	01TDT	Tie-Dye T-Shirts	$2.30
( )	01CLFT	Ladies Fashion Tops	$2.00
( )	01JPS	Joggers/Pants/Shorts	$2.20
( )	01J	Jackets	$2.80
( )	02HD	Hoodies	$2.80
( )	02HW	Headwear	$1.75
( )	02FS	Fleece/Sweatshirts	$2.80
( )	03NDS	Novelties/Drinkware/Socks	$1.20
( )	02TP	Toys/Plush	$1.30

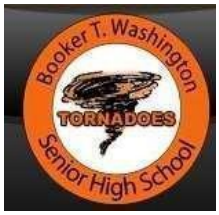
14% for use of Licensed Indicia and the GMAC marks or the minimum royalty per unit, whichever is greater.

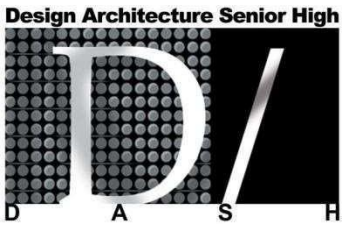
( )	01T	T-shirts	$1.80
( )	01LST	Long Sleeve T-shirts	$2.30
( )	01TDT	Tie-Dye T-Shirts	$2.50
( )	01CLFT	Ladies Fashion Tops	$2.20
( )	01JPS	Joggers/Pants/Shorts	$2.40
( )	01J	Jackets	$3.00
( )	02HD	Hoodies	$3.00
( )	02HW	Headwear	$1.95
( )	02FS	Fleece/Sweatshirts	$3.00
( )	03NDS	Novelties/Drinkware/Socks	$1.40
( )	02TP	Toys/Plush	$1.50

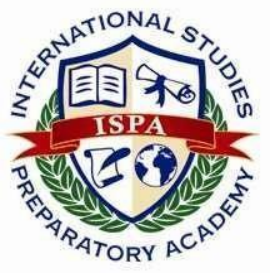
APPENDIX C
Trademarks

*Licensee may not distribute and/or sell the Licensed Articles in combination packages without the prior written authorization of M-DCPS Licensing acting on behalf of the Miami-Dade County Public Schools (M-DCPS).

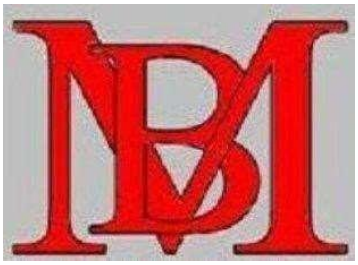
SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Alonzo and Tracy Mourning Senior High	MOURNING SENIOR HIGH SHARKS & DESIGN OF SHARK	T14000000697	
American Senior High School	AMERICAN PATRIOTS & DESIGN OF PATRIOT	T14000000659	
Arthur & Polly Mays Conservatory of the Arts	ARTHUR AND POLLY MAYS CONSERVATORY FOR THE ARTS AND DESIGN OF RAM	T14000000749	

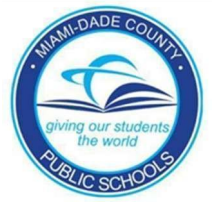
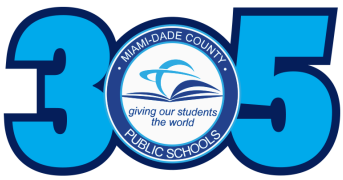
Barbara Goleman Senior High	GOLEMAN GATORS & DESIGN OF GATOR	T14000000654	
Booker T. Washington Senior High School	TORNADOES & DESIGN OF A TORNADO	T14000000451	
	Booker T. Washington Senior High School TORNADOES	Federal Trademark Serial No: 86278443	
Coral Gables Senior High School	CORAL GABLES HIGH SCHOOL & DESIGN OF THE "CG" INTERTWINED	T14000000520	
Coral Reef Senior High	CORAL REEF SENIOR HIGH SCHOOL BARRACUDAS & DESIGN BARRACUDA	T14000000657	

Cutler Bay Academy of Advance Studies	CUTLER BAY ACADEMY SENIOR HIGH & DESIGN OF TIGER SHARK	T14000000700	
Design & Architecture Senior High	DESIGN ARCHITECTURE SENIOR HIGH "DASH" AND THE DESIGN OF "D/."	T14000000751	
Dr. Michael M. Krop Senior High School	DR. MICHAEL M. KROP SENIOR HIGH SCHOOL & DESIGN OF A LIGHTNING BOLT RUNNING THROUGH A "K"	T14000000435	
Felix Varela Senior High School	VARELA VIPER & DESIGN OF VIPER	T14000000439	
G. Holmes Braddock Senior High	BRADDOCK BULLDOGS & DESIGN OF BULLDOG	T14000000661	

Hialeah Gardens Senior High	HIALEAH GARDENS GLADIATORS & DESIGN OF THE GLADIATOR	T14000000699	
Hialeah Senior High School	HIALEAH T-BREDS & DESIGN OF HORSE'S HEAD	T14000000437	
Hialeah-Miami Lakes Senior High School	HIALEAH-MIAMI LAKES TROJANS & DESIGN OF TROJAN	T14000000434	
Homestead Senior High	HOMESTEAD SENIOR HIGH SCHOOL BRONCO & DESIGN OF A BRONCO ON THE LETTER "H"	T14000000698	
International Studies Preparatory Academy	ISPA & DESIGN OF THE ISPA SEAL	T14000000662	

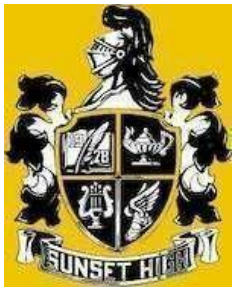
iPreparatory Academy	IPREP	T14000000730	iPrep
	IPREP ACADEMY	Federal Trademark Serial No: 85197814 (Class 41)	iPrep Academy
John A. Ferguson Senior High School	"F" & DESIGN OF FALCON	T14000000436	
Jose Marti MAST 6-12 Academy	JM MAST 6-12 ACADEMY AND DESIGN OF SILVER KNIGHT	T14000000656	
Law Enforcement Officers Memorial High School	LAW ENFORCEMENT OFFICERS MEMORIAL HIGH SCHOOL M-DCPS & DESIGN OF THE BADGE OF HONOR, RESPECT, AND INTEGRITY	T14000000691	LAW ENFORCEMENT OFFICERS' MEMORIAL HIGH SCHOOL HONOR • RESPECT INTEGRITY •M-DCPS•

Maritime & Science Technology Academy	MAST ACADEMY VIRGINIA KEY MAKOS & DESIGN OF SHARK	T14000000664	
MAST @ FIU Biscayne Bay Campus	MAST @ FIU BISCAYNE BAY CAMPUS	T14000000729	
MAST Academy	MAST ACADEMY	Federal Trademark Serial No: 85197716 (Class 41)	MAST Academy
Medical Academy for Science and Technology	MAST @ HOMESTEAD & DESIGN OF A SHORT ROD INTERTWINED BY TWO SNAKES AND TOPPED BY A PAIR OF WINGS AND A PAIR OF STARS BETWEEN THE LETTER "M" AND "H"	T1400000728	
Miami Beach Senior High School	MB INTERTWINED	T14000000433	
Miami Carol City Senior High School	CAROL CITY CHIEFS & DESIGN OF NATIVE AMERICAN CHIEF	T14000000430	

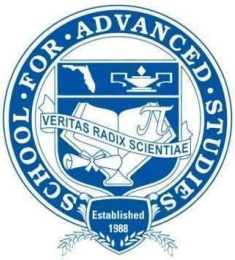
Miami Central Senior High School	CENTRAL ROCKETS & DESIGN OF ROCKET BETWEEN THE WORDS	T14000000428	
	ROC BOYZ ROC NATION ROCKETS 4 LIFE		 primary
Miami Coral Park Senior High School	DESIGN OF RAM HEAD	T14000000425	
MIAMI-DADE COUNTY PUBLIC SCHOOLS	DESIGN OF THE DISTRICT SEAL	T14000000881 (Classes 35, 25, and 20)	
	Federal Trademark: MIAMI-DADE COUNTY PUBLIC SCHOOLS GIVING OUR STUDENTS THE WORLD	Federal Trademark Serial No: 86364288 (Classes 25, 35, and 41)	
	LICENSE BRAND MARK		

			
Miami Edison Senior High	MIAMI EDISON RED RAIDERS & DESIGN OF THE RED RAIDERS	T14000000667	
Miami Senior High School	MIAMI HIGH STINGS & DESIGN OF STINGS	T14000000429	
		Federal Trademark Serial No: 86287197	
Miami Jackson Senior High	MIAMI JACKSON SENIOR HIGH SCHOOL & DESIGN OF THE "G"	T14000000690	

Miami Killian Senior High School	MIAMI KILLIAN COUGARS & DESIGN OF COUGAR	T14000000426	
Miami Lakes Educational Center	MIAMI LAKES EDUCATIONAL CENTER AND DESIGNOF THE JAGUAR	T14000000652	
Miami Norland Senior High School	MIAMI NORLAND SENIOR HIGH SCHOOL & DESIGN OF A VIKING'S HEAD	T14000000438	
Miami Northwestern Senior High School	NORTHWESTERN & DESIGN OF BULL	T14000000427	

	MIAMI NORTHWESTERN SENIOR HIGH SCHOOL	Federal Trademark Serial No: 86320262	
Miami Palmetto Senior High School	MIAMI PALMETTO SENIOR HIGH SCHOOL & DESIGN OF LEAPING PANTHER	T14000000432	
Miami Southridge Senior High	MIAMI SOUTHRIDGE & DESIGN OF SPARTAN	T14000000666	
Miami Springs Senior High School	MSSH GOLDEN HAWKS & DESIGN OF HAWK HEAD	T14000000431	
Miami Sunset Senior High	SUNSET HIGH & DESIGN OF KNIGHT	T14000000660	

New World School of the Arts	FIGHTIN' PIGEONS & DESIGN OF PIGEON	T14000000750	
	NWSA New World School Of The Arts	TO BE TRADEMAR KED	
North Miami Senior High School	NORTH MIAMI PIONEERS & DESIGN OF "NM" PIONEERS WRITTEN ON MASCOT'S HAT	T14000000663	
North Miami Beach Senior High	NMB & DESIGN OF CHARGER	T14000000694	

Robert Morgan Educational Center	ROBERT MORGAN EDUCATIONAL CENTER PIRATES & DESIGN OF PIRATE	T14000000748	
Ronald W. Reagan/Doral High School	DESIGN OF BISON	T14000000668	
School of the Advances Studies (North/Wolfson/South/Homestead)	SCHOOL FOR ADVANCED STUDIES AND DESIGN OF THE SCHOOL FOR ADVANCED STUDIES SEAL	T14000000665	
South Dade Senior High School	"SD" INTERTWINED	T14000000480	
South Miami Senior High	DESIGN OF COBRA	T14000000653	

Southwest Miami Senior High	SW AND DESIGN OF THE EAGLE	T14000000695	
Terra Environmental Research Institute	TERRA ENVIRONMENTAL RESEARCH INSTITUTE & DESIGN OF TERRA GLOBE	T14000000655	
VPrep	V VPREP	Federal Trademark Serial No: 85510275. Classes 9, 16, 41, 42	
Westland Hialeah Senior High	WILDCATS AND DESIGN OF WILDCAT	T14000000658	
William H. Turner Technical Arts	TURNER TECH & DESIGN OF EAGLE IN AN UPSIDE DOWN PYRAMID	T14000000696	

WLRN	WLRN	Federal Trademark Serial No: 77021939 Classes 38 and 41	WLRN
Young Men's Preparatory Academy	YOUNG MEN'S PREPARATORY ACADEMY & LETTERS "YMPA" & DESIGN OF TWO LIONS HOLDING UP THE "YMPA" SEAL	T14000000693	
Young Women's Preparatory Academy	YWPA & DESIGN OF THE SEAL	T14000000692	
GMAC			

Appendix D

Calendar of Events

GMAC events and activities

January	Martin Luther King Day 1/15 National Mentoring Month Girls & Boys Soccer
February	Valentine's Day 2/14 Presidents' Day 2/19 American Heart Month, Black History Month GMAC Basketball Championship Girls & Boys
March	St. Patrick's Day 3/17 Spring Break 3/25-3/29, Easter Sunday Women's History Month Youth Art Month
April	Admin Professional Day Autism Awareness Month Financial Literacy Month National Volunteer Month School Library Month GMAC Championship Girls Flag Football GMAC Girls & Boys Tennis GMAC Girls & Boys Volleyball GMAC Girls & Boys Tracks Girls & Boys Waterpolo
May	School Principals' Day Teacher Appreciation Day Mother's Day Memorial Day Junior Senior Prom Graduation Haitian Heritage Month National Pet Month
June	Last day of School Father's Day Juneteenth Summer Break Caribbean Heritage Month LGBT Pride Month
July	Fourth of July Summer Break National Ice Cream Month
August	First Day of School

	Football Season begins
September	Labor Day National Grandparents Day National Hispanic Heritage Month
October	Breast Cancer Awareness Month GMAC Football Championship Columbus Day Bosses' Day Halloween
November	Veteran's Day FHSAA Football Playoffs begin Thanksgiving Day Basketball Season begins
December	Winter/Holiday Break Christmas Day 12/25

Appendix E

Trademark Semi-Annual Revenue Report

Online password required