



LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of the _____ day of _____, 20__, (the "Effective Date"), by and between 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 _____, with a principal address of _____ hereinafter referred to as "Licensee".

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 Exhibit A attached hereto and incorporated herein (hereinafter "Marks");

WHEREAS, Licensee desires to use one or more of the Marks in connection with apparel.

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 mutual promises and conditions herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of License.

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 pursuant to the terms of this Agreement (collectively, the "Products"). The Marks attached hereto and incorporated herein as Exhibit A are the only form of the Marks available for use by Licensee pursuant to this Agreement. Licensor may amend Exhibit A from time to time. The approved Products are set forth on Exhibit B attached hereto and incorporated herein. Except for the approved Products set forth on Exhibit 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 actor 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 5 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 3.B.

C. Subject to the terms of this Agreement, Licensee shall have the right to use the license granted hereunder for distribution of the Products throughout **Miami-Dade County**.

D. 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.

2. Royalty Payment.

A. In consideration of the rights granted by Licensor to Licensee hereunder, Licensee shall pay to Licensor the below listed payment fee and/or percentage of the Gross Revenue sum of all merchandise of all marks set forth in Exhibit A. For the purposes of this Agreement, "Gross Revenue" shall mean the total revenue arising from all sales of the Products or any exploitation or use of the license granted to Licensee hereunder, excluding sales taxes, if any. Gross Revenue shall not be reduced by any costs of Licensee or any third party, including, without limitation, any costs or expenses for commissions, freight, uncollectable accounts, manufacturing, costs associated with the sale, advertisement or distribution of the Products, or any indirect or overhead expenses of any kind.

Annual Sales of:

Up to \$1,000 in merchandise sales - royalty payment of \$100

More than \$1,001, but up to \$2,500 in merchandise sales -royalty payment of \$250

More than \$2,501, but up to \$5,000 in merchandise sales - royalty payment of \$450

More than \$5,001 up to \$10,000 in merchandise sales - royalty payment of \$800

More than \$10,001 but up to \$15,000 in merchandise sales royalty payment of \$900

More than \$15,001, but up to \$20,000 in merchandise sales royalty payment of \$1,000

Above \$20,000 and up to \$100,000 in merchandise sales – royalty payment shall equal 5% of gross revenues

B. Licensee shall pay the Royalty Payment to Licensor, made payable to School Board of Miami-Dade County, Florida, in advance prior to procuring a License. At the end of the one year Contract term Licensee shall remit a Trademark Annual Revenue Report, a detailed report setting forth all Gross Revenue, Products sales figures and other uses of the license granted hereunder, if any. Should the Royalty Payment made in advance fall below the required amount, as set forth above, Licensee shall remit the difference along with the Trademark Annual Revenue Report.

C. On the annual Effective Date, Licensee shall pay to Licensor a nonrefundable advance Royalty Payment (the "Advance") as set forth in the above Schedule. The Advance shall apply as the Royalty Payment during the Initial Contract Term.

3. Term; Termination.

A. This Licensee shall commence performance of this Agreement on the ____ day of _____, 20____, and shall complete performance no later than the ____ day of _____, 20____ (the "Term"). The Agreement may be extended for up to two (2) additional one (1) year terms upon mutual written Agreement of the Parties.

B. Prior to the expiration of the then 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 Annual Revenue Report, satisfaction of pending Royalty Payment Fees, and the Royalty Payment Fee for the one (1) year extension period.

C. 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"). 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.

4. Review; Standards of Quality.

A. 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.

B. 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.

C. 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.

D. 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 3(B) above, Licensor and Licensee shall negotiate in good faith to provide for a reasonable sell-off period for such Product.

5. 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.

6. Ownership. Licensee expressly recognizes that the Marks are the unique, valid and exclusive property of Licensor. Licensee agrees that it shall not, either during the term or thereafter, directly or indirectly, contest the validity of the Marks or any of the registrations pertaining thereto, in the United States, Florida or elsewhere, nor adopt the Marks or any term, word, mark or designation, which is in any aspect confusingly similar to the Marks. Licensee specifically acknowledges that any use of the Marks pursuant to this Agreement shall not create for Licensee any right, title or interest in the Marks. If by operation of law or otherwise, Licensee obtains any rights in the Marks, Licensee shall assign all rights to the Marks to Licensor. Licensee further 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 any part of the right, title and interest of Licensor in the Marks; and Licensee shall not, in any manner, represent that it has any ownership interest in the Marks or the registrations therefor. All rights in and to the Marks other than those specifically granted herein to Licensee are reserved to Licensor.

7. 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.

8. Compliance with Law. 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.

9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless Licensor and its members, officers, agents, contractors and employees (collectively "Indemnitees") from and against any and all claims, suits, liabilities, actions, losses, damages, costs and expenses, including legal expenses and attorneys' fees, whether incurred as the result of a third party claim or otherwise, or resulting from Licensor enforcing this indemnification clause against Licensee, arising out of or relating to: (a) Licensee's breach of any of its representations, warranties, covenants or agreements contained in this Agreement, (b) Licensee's use of any of the Marks, (c) Licensee's infringement of any patent, process, trade secret, copyright, trademark or service mark, or violation of any law or third party rights, (d) any alleged defects or deficiencies in any Product, or (e) Licensee's ownership or operation of its business. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to Licensee. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require Licensee to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that Licensee shall be required to furnish the indemnification to the Indemnitees that is as close as possible to the indemnification intended by the parties hereto.

10. 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.

11. 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.

12. Audit Rights. During the Term and for a period of five (5) years after the expiration or termination of this Agreement Licensors 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"), Licensors shall have the right to conduct special audits whenever Licensors has reliable and substantiated information which indicates the Trademark Annual Revenue Reports provided by Licensee to Licensors 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 Exhibit C. Licensors 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 Licensors and/or its duly authorized representatives, and will not cause or permit any interference with Licensors or its representatives during any inspection, audit or examination. During an inspection, audit or examination, Licensors 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 Licensors for the cost of any audit that discloses a Royalty Payment deficiency between the amount due to Licensors pursuant to the audit and the amount Licensee actually paid or reported to Licensors. Licensee shall pay Licensors 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 Licensors.

13. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. 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.

14. No Joint Venture. Nothing herein contained shall be construed to place Licensors and Licensee in the relationship of partners, joint venturers or agents. Licensee shall have no power to obligate or bind Licensors in any manner whatsoever and shall not represent itself to any third parties as having such power. Licensors is not 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 Agreement, are supported, endorsed or sponsored by Licensors. Each party hereto shall be an independent contractor with respect to the other, and nothing in this Agreement constitutes or appoints one party as an agent, legal representative, partner, employee or servant of the other for any purpose whatsoever.

15. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding between the parties and cancels,

terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee and Licensor. 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.

16. 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.

17. 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.

18. Written Notice Delivery. Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Licensee:

Licensor:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Department: _____
Department Director: Attention: _____
Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

20. Compliance with Licensor Policies. I Licensee certifies its agreement with the following Policies: 9701 Trademark Licensing, Protection, and Use; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with these and any other applicable Licensor's contracting and procurement policies and procedures.

21. Conflict of Interest. Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

22. Counterparts. This Agreement may be executed in any number of original or facsimile, PDF or other electronic counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

{Signatures on following page}

The following signatures represent the parties have read this Agreement in its entirety and by their execution below, the parties have agreed to all the terms and conditions of this Agreement.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA	LICENSEE
<p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <p>_____</p> <p>(Name Typed)</p> <p>Date: _____</p>	<p>BY: _____ Signature</p> <p>Name: _____</p> <p>_____</p> <p>(Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____</p> <p>F.E.I.N. (If organization) _____</p> <p>School Board Employee: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>M-DCPS Employee No. _____</p>
<p>_____ Risk Management Signature Date</p>	




EXHIBIT A

MARKS

[To be attached]





Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

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	



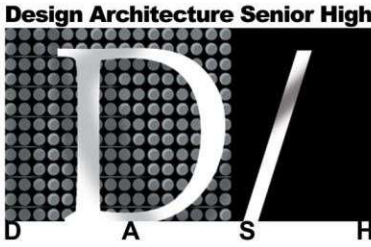

Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	

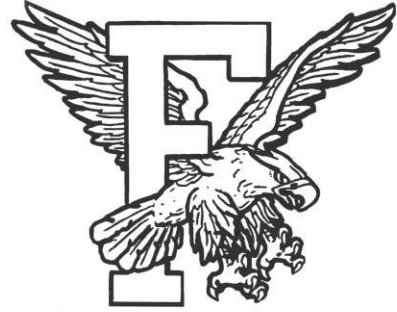


Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
International Studies Preparatory Academy	ISPA & DESIGN OF THE ISPA SEAL	T14000000662	
iPreparatory Academy	IPREP	T14000000730	
	IPREP ACADEMY	Federal Trademark Serial No: 85197814 (Class 41)	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	



Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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"	T14000000728	




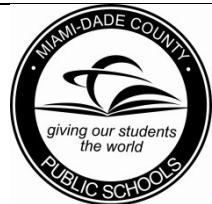
Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Beach Senior High School	MB INTERTWINED	T14000000433	
Miami Carol City Senior High School	CAROL CITY CHIEFS & DESIGN OF NATIVE AMERICAN CHIEF	T14000000430	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Central Senior High School	CENTRAL ROCKETS & DESIGN OF ROCKET BETWEEN THE WORDS	T14000000428	
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)	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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 DESIGN OF THE JAGUAR	T14000000652	





Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	



Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
New World School of the Arts	FIGHTIN' PIGEONS & DESIGN OF PIGEON	T14000000750	
	NWSA New World School Of The Arts	TO BE TRADEMARKED	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	




Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	



Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	

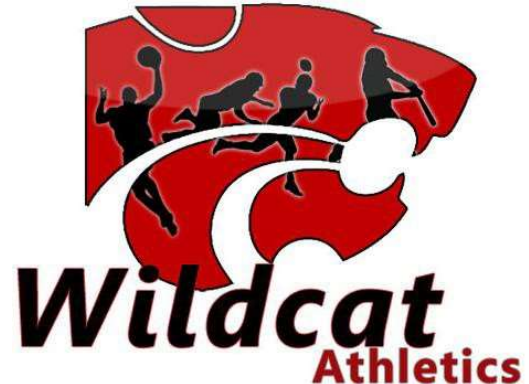

Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Terra Environmental Research Institute	TERRA ENVIRONMENTAL RESEARCH INSTITUTE & DESIGN OF TERRA GLOBE	T14000000655	 The logo for Terra Environmental Research Institute features the word "TERRA" in a stylized, brown, hand-drawn font. Above the letters is a green globe with latitude and longitude lines. Below the word "TERRA" is a green leafy branch. At the bottom, the words "ENVIRONMENTAL RESEARCH INSTITUTE" are written in a green, sans-serif font.
VPrep	V VPREP	Federal Trademark Serial No: 85510275. Classes 9, 16, 41, 42	 The VPrep logo consists of a large, stylized "V" shape. The left side of the "V" is a grey chevron pointing down, and the right side is a blue chevron pointing up. To the right of the "V" is the word "VPREP" in a blue, sans-serif font.


Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	

Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
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	

Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

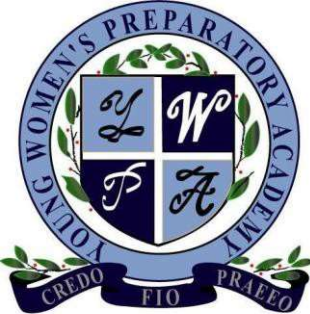
SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Young Women's Preparatory Academy	YWPA & DESIGN OF THE SEAL	T14000000692	

Exhibit B

[Products]

Exhibit C

[Trademark Annual Revenue Report]