



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

**CITY HALL
455 North Rexford Drive
4th Floor Conference Room B
Beverly Hills, CA 90210**

**Monday, June 18, 2018
4:00 PM**

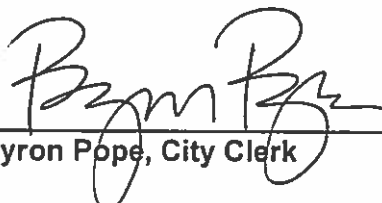
AGENDA

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

- 2) Request from the Kennel Club of Beverly Hills for use of the Beverly Hills shield as the basis for their logo for the Beverly Hills Dog Show.**

- 3) Three requests for use of the Beverly Hills shield.**

- 4) Adjournment**



Byron Pope, City Clerk

Posted: June 15, 2018

A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW IN THE LIBRARY AND CITY CLERK'S OFFICE.



In accordance with the Americans with Disabilities Act, Conference Room A is wheelchair accessible. If you need special assistance to attend this meeting, please call the City Manager's Office at (310) 285-1014 or TTY (310) 285-6881. Please notify the City Manager's Office at least twenty-four (24) hours prior to the meeting if you require captioning service so that reasonable arrangements can be made.



CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT

MEMORANDUM

TO: City Council Liaison/Branding and Licensing

FROM: Therese Kosterman, Public Information Manager

DATE: June 18, 2018

SUBJECT: REQUEST FROM THE KENNEL CLUB OF BEVERLY HILLS FOR USE OF THE BEVERLY HILLS SHIELD AS THE BASIS FOR THEIR LOGO FOR THE BEVERLY HILLS DOG SHOW

ATTACHMENTS:

1. Email correspondence
2. First cease and desist letter
3. Second cease and desist letter
4. Temporary agreement
5. Co-sponsorship proposal

INTRODUCTION

The Beverly Hills Dog Show is an event produced by NBC Universal and co-sponsored by the Kennel Club of Beverly Hills (KCBH), which has been in existence since 1965. In 2017 and 2018, the Beverly Hills Dog Show was held at the Pomona Fairplex, using an altered version of the shield. The City has notified the KCBH that use of the shield logo is a violation of the City's copyright laws; and the KCBH is now asking for permission to use the shield to help brand the event. (In a separate request, the KCBH and NBC Universal are asking for City co-sponsorship of the 2019 Beverly Hills Dog Show)

DISCUSSION

In 2016, the Kennel Club of Beverly Hills' representatives Peter Gelles and David Frei contacted the City and its partner, the Rodeo Drive Committee, in an attempt to gain a co-sponsorship for the 2017 Beverly Hills Dog Show and perhaps stage the event in Beverly Hills. (Attachment 1: Email correspondence) At the time, neither the City nor the RDC agreed to get involved in the event. One of the reasons stated at the time, is that the event could not be held in Beverly Hills due to lack of appropriate space.

The first Beverly Hills Dog Show was held in March 2017 at the Pomona Fairplex, using an altered version of the shield with the words "Beverly Hills Dog Show Presented by Purina." The City Attorney sent the first "cease and desist" letter dated in March 2017 (Attachment 2), addressed to the Kennel Club of Beverly Hills, which the club claimed they never received. The name "Beverly Hills" cannot be trademarked.

In February of 2018, staff became aware that the Beverly Hills Dog Show was proceeding with the show again using the same altered shield. The City Attorney sent another "cease and desist" letter (Attachment 3) to the Kennel Club in February 2018 shortly before start of the show. The City subsequently was contacted by David Frei from the BH Kennel Club who asked that, due to the timing, the show be granted temporary permission to use the shield and would then come back with a formal request for licensing. After discussions with the city attorney, the permission was granted, for a nominal fee of \$100. (Attachment 4: Agreement)

In April 2018, City special events staff met with David Frie, Peter Gelles and a representative from NBC Universal, who presented a proposal (Attachment 5: Proposal) for City co-sponsorship of the event, including use of the shield and a possible staging of the Best of Show awards at a location in Beverly Hills. At the time, staff informed the applicants that a lot more information was needed before the City could make a commitment to a City-sponsored event in the City.

The 2019 Beverly Hills Dog Show will proceed with or without City involvement in the event. The questions before the committee are:

- Is the Beverly Hills Dog Show an appropriate event to partner with?
- Should the City establish a precedent of licensing an altered version of the shield?
- If granting a license is desirable, should the current, altered version of the shield be approved or should the applicants redesign the shield more in keeping with Beverly Hills' style?

If the City does not wish to grant the license, the City will forbid future use of the shield. A decision point is:

- Should the City authorize the licensing agent to negotiate a fee to cover past violations?

The request for City co-sponsorship of the event will come before the Rodeo Drive Committee/Special Events Liaison Committee and a later time.

FISCAL IMPACT

The fiscal impact is unknown at this time.

RECOMMENDATION

It is recommended that the Committee provide direction regarding the above item



Pamela Mottice Muller
Approved By

Attachment 1

Therese Kosterman

From: Peter Gelles <petergelles@gmail.com>
Sent: Friday, June 17, 2016 11:28 AM
To: Tara de Souza
Cc: Therese Kosterman
Subject: Re: 2017 NBCUniversal/Beverly Hills Dog Show

Tara (and Therese),

I have been informed that David Frei will be in town in the latter part of next week and could be available to meet for further discussions/exploration of promotional opportunities for our 2017 show on Wednesday afternoon, Thursday morning, Friday morning or even Saturday, of next week, if desired.

Wednesday afternoon or Thursday morning would work best for me, personally, if possible, and probably also for Patty Kanan (our Show Chair) and Tom Powers (our President) should they wish to attend also.

Might any of these times work for you?

Sent from my iPhone

On May 31, 2016, at 2:43 PM, Tara de Souza <tdesouza@battalionpr.com> wrote:

Thank you, Peter. I appreciate you pulling together an overview for this exciting opportunity, as well as your proposed suggestions for how to potentially integrate Rodeo Drive.

Once I receive the Committee's feedback, I will circle back with you to discuss next steps.

Due to timing, I am not sure we would be able to meet next week on June 7th, but will certainly keep you posted.

Very best, Tara

tdesouza@battalionPR.com

Tara de Souza

BATTALION | 8455 Beverly Blvd., Suite 402 | Los Angeles, CA 90048 | P: +1 323 503 2014
| C: +1 323 632 7084 | battalionpr.com

From: Peter Gelles <petergelles@gmail.com>
Date: Tuesday, May 31, 2016 at 1:10 PM
To: Tara de Souza <tdesouza@battalionPR.com>
Subject: 2017 NBCUniversal/Beverly Hills Dog Show

Dear Tara,

Following our recent telephone conversation - and in anticipation of the Wednesday June 1 Rodeo Drive Merchants Association Executive Committee meeting, which you have mentioned to me - attached is some preliminary promotional information about the contemplated 2017 Beverly Hills Dog Show to be mounted by Kennel Club of Beverly Hills and nationally televised by NBCUniversal.

This new Beverly Hills Dog Show will replace NBCUniversal's prior multi-year televising of the annual Westminster KC dog show, and is intended to provide a new prime West Coast venue for a national NBC prime time dog show television audience.

In addition to traditional dog show events, the Beverly Hills Dog Show will be intended to celebrate the roles of dogs in our lives, breeds and histories, mixed breeds, dog rescue activities, and dogs with jobs (e.g., therapy dogs, service dogs, police, military, search and rescue, bomb detection, etc.).

Accordingly, we would be interested to discuss promotional opportunities arising in connection with this contemplated new annual prime time show, such as the following suggestions, for example (preliminary list):

- Rodeo Drive merchant sponsorships/prizes and award presentations?
- Rodeo Drive merchant promotional/onsite participation(s) at the show?
- Other mechanisms to feature and promote Rodeo Drive merchants worldwide?
- Possible City of Beverly Hills participation (e.g. Mayor and/or City Council member(s), e.g. as trophy presenter(s)?)
- Proclamation for Beverly Hills Dog Show Week? Reception at City Hall?

- Celebrity tie-ins (with help from NBCUniversal), such as with famous/celebrity dogs, movie/T.V. stars, etc.?
- Pre-show Rodeo Drive merchant features/tie-ins?
- Dog show/parade for celebrities' dogs (e.g. Thursday night in BH)?
- Parade featuring dog show entrants (ditto)?
- Beverly Hills/Rodeo Drive dog walk or other activities prior to show with charity tie-in(s)?
- Talent show/judging competition for celebrities and their dogs?
- Other suggestions?

If you have additional questions to discuss - before or after your meeting tomorrow - please give me a call (best number to reach me is my direct land line: 323/850 0660).

I understand that the well regarded dog world personality and long-time Westminster Kennel Club host, David Frei, who will be involved with the new Beverly Hills Dog Show, will be in L.A. on June 7 to view the proposed show site and discuss various matters with visiting NBCUniversal representatives and some of our KCBH people. So, if there is mutual interest, perhaps a meeting could be arranged on that day?

Peter A. Gelles ♦ PAG@petergelles.com
5900 Wilshire Boulevard, Suite 500 ♦ LOS ANGELES, CA 90036
Telephone: 323-651-5600 ♦ Facsimile: 323-651-5612
www.petergelles.com

Therese Kosterman

From: Lolly A. Enriquez <LEnriquez@rwglaw.com>
Sent: Wednesday, February 7, 2018 10:26 AM
To: Therese Kosterman
Cc: 6-Laurence Wiener
Subject: Cease and Desist Use of Shield - Beverly Hills Dog Show.DOCX
Attachments: Cease and Desist Use of Shield - Beverly Hills Dog Show.DOCX

Hi Therese –

I sent the attached cease and desist letter to the Beverly Hills Kennel Club/ Beverly Hills Dog Show to the Chair, Vice Chair and Secretary regarding their use of the shield. This morning I received a phone call from David Frei, who hosts the BH Dog Show, the Westminster Dog show and other dog shows.

He said the show will be taped in a few weeks (March 3) by NBC Sports who is in Korea now for the Olympics and that this late in the game, he is requesting we give a pass this time with the promise that they would redesign their logo after this year's show. He said it is too late to redesign given the March 3 taping. He would be willing to add a disclaimer that the show is not sponsored by the City and would be willing to give some kudos to the City.

Please let me know your thoughts.

Lolly

Attachment 2

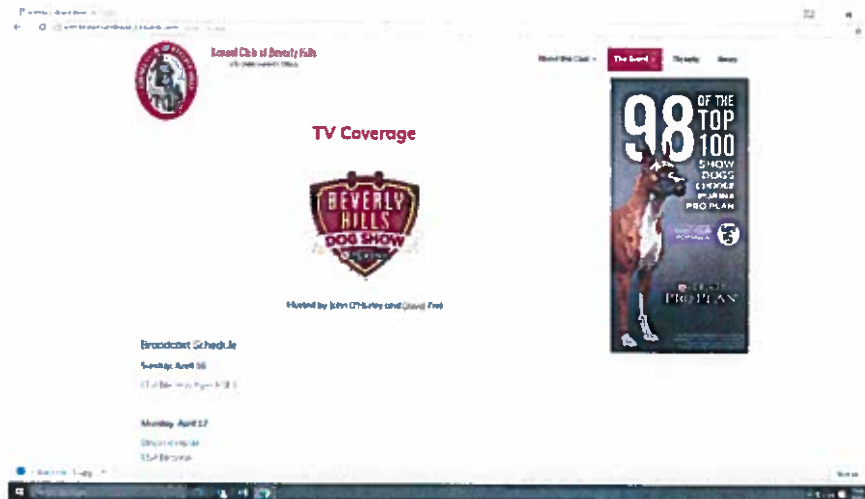
March 17, 2017

Beverly Hills Personal Training
info@kennelclubofbeverlyhills.com

Re: **Demand to Cease and Desist Unauthorized Use of BEVERLY HILLS SHIELD DESIGN Trademark**

To Whom This May Concern:

It has come to our attention that you are using the BEVERLY HILLS SHIELD DESIGN (the "Shield") as shown below on your website on several pages and in marketing materials for the Beverly Hills Dog Show:



The City has used its famous Shield (depicted below, including variations adopted over the years) for more than forty years in connection with the general promotion of business, community, cultural, municipal, and civic interests, as well as on various goods and in connection with a wide range of educational, entertainment, community-related, and governmental services.



Through its decades of use of the Shield, the City has developed tremendous recognition and invaluable goodwill in the mark. In addition to its strong common law trademark rights, the City owns numerous federal trademark registrations for the Shield, as detailed in the chart attached as *Exhibit A*. The Shield has thus become a critically important asset for the City, which takes great care to protect the ability of the Shield to identify the City as the source of high quality products and services provided directly by the City or through very carefully selected partnerships.

Please provide your written assurances that you will not use the Shield in your website and in any and all advertising and media and agree not to use the Shield in the future.

We would appreciate receiving these assurances by April 28, 2017.

We thank you in advance for your understanding and cooperation in resolving this matter.





Sincerely,



Lolly Enriquez


Lolly Enriquez,
Assistant City Attorney


EXHIBIT A

**Selected U.S. Federal Trademark Registrations for
Beverly Hills Shield Design Marks**





Mark	U. S. Registration No.	Description of Goods/Services
	Reg. No. 3,123,926	Directories featuring lists of members and reference information; books and pamphlets featuring business information and business practices; printed materials, namely pamphlets featuring information on residences, shopping, dining and personal care services; maps, calendars, stationery and postcards
	Reg. No. 2,677,651	Clothing, namely, sweat shirts, shirts, jackets, shorts, sweat pants, sweat suits, socks, hats, footwear, polo shirts, parkas, ponchos and t-shirts
	Reg. No. 3,123,926	Directories featuring lists of members and reference information; books and pamphlets featuring business information and business practices; printed materials, namely pamphlets featuring information on residences, shopping, dining and personal care services; maps, calendars, stationery and postcards
 (registered as displayed in brown)	Reg. No. 2,774,666	Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and Advertisement growth, economic development, business services, government services, employment

Mark	U. S. Registration No.	Description of Goods/Services
shield with yellow letters)		opportunities, and library services via the computer or computer networks
	Reg. No. 2,766,280	Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; cable television programming and broadcasting; and providing community information about community, cultural, and civic events, and education services, entertainment attractions and municipal regulations, via the computer or computer networks
	Reg. No. 2,768,789	Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and Advertisement growth, economic development and business services, government services and employment opportunities, and library services via the computer or computer networks
		Metal goods, namely, metal key chains

Mark	U. S. Registration No.	Description of Goods/Services
	Reg. No. 3,843,763	Wireless external computer storage devices, namely, blank USB flash drives; laptop bags
		Notebooks; loose-leaf diaries and agenda books; writing instruments, namely, ball-point pens and roller-ball pens, pens and key chain fobs sold as a set; directories featuring lists of members and reference information; books and pamphlets featuring business information and business practices; printed materials, namely, pamphlets featuring information on residences, shopping, dining and personal care services, maps, calendars, stationery, stationery notes containing adhesive on one side for attachment to surfaces and postcards; document portfolios; passport cases
		Beverage containers, namely, coffee mugs, travel mugs, glass water bottles sold empty and plastic water bottles sold empty
		Online retail store services featuring general merchandise including business accessories and gift sets, leather goods, notebooks, key-chains, wireless external computer storage devices, writing instruments, diaries, agenda books, document portfolios, stationery, laptop bags, messenger bags, business-card cases, beverage containers, headwear and clothing; promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services of the City of Beverly Hills, California; providing business information services and providing information in the field

Mark	U. S. Registration No.	Description of Goods/Services
		<p>of Advertisement growth, economic development and employment opportunities via a global computer network</p> <p>Cable television broadcasting</p> <p>Providing travel and tour information services via a global computer network</p> <p>Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming</p> <p>Providing legal information in relation to government services and municipal regulations via a global computer network</p>
	Reg. No. 3,843,764	<p>Books and pamphlets featuring business information and business practices; printed materials, namely, pamphlets featuring information on residences, shopping, dining and personal care services and maps</p> <p>Online retail store services featuring general merchandise including business accessories and gift sets, leather goods, notebooks, key-chains, wireless external computer storage devices,</p>

Mark	U. S. Registration No.	Description of Goods/Services
		<p>writing instruments, diaries, agenda books, document portfolios, stationery, laptop bags, messenger bags, business-card cases, beverage containers, headwear and clothing; promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services of the City of Beverly Hills, California; providing business information services and providing information in the field of Advertisement growth, economic development and employment opportunities via a global computer network</p> <p>Cable television broadcasting</p> <p>Providing travel and tour information services via a global computer network</p> <p>Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming</p>

Mark	U. S. Registration No.	Description of Goods/Services
		Providing legal information [about] government services and municipal regulations via a global computer network
	Reg. No. 3,948,469	Clothing, namely, shirts, hats and polo shirts
	Reg. No. 3,948,468	<p>Jewelry</p> <p>Goods made of leather, namely, key-chains, messenger bags, business-card cases, tote bags, hand bags, purses, book bags, school bags, carry-on bags, shoulder bags, credit card cases, and all-purpose carrying bags</p> <p>Clothing, namely, shirts, hats, polo shirts, oxford shirts, and t-shirts</p>
	Reg. No. 4,186,999	Perfumes
	Reg. No. 4,187,000	Perfumes

Attachment 3



Lolly A. Enriquez

T 213.626.8484

F 213.626.0078

E lenriquez@rwglaw.com

355 South Grand Avenue
40th Floor
Los Angeles, CA 90071-3101
rwglaw.com

February 5, 2018

Via Federal Express

Patricia Kanan

Show Chairperson and Committee Chairperson for Public Relations,
Media Advertising, Promotion and Publicity
Kennel Club of Beverly Hills/Beverly Hills Dog Show
1495 Brandon Road
Santa Ynez, CA 93460

Ted Crawford

Vice President and Assistant Show Chairperson
Kennel Club of Beverly Hills/Beverly Hills Dog Show
446 E. Jefferson Avenue
Pomona, CA 91767

Lani Powers

Corresponding Secretary
Kennel Club of Beverly Hills/Beverly Hills Dog Show
4924 Balboa Blvd., Suite 636
Encino, CA 91316-3402

**Re: Demand to Cease and Desist Unauthorized Use of BEVERLY HILLS SHIELD
DESIGN Trademark**

To Whom This May Concern:

It has come to our attention that you are using the BEVERLY HILLS SHIELD DESIGN (the "Shield") as shown below on your website on several pages in marketing materials for the Beverly Hills Dog Show, and on display walls at the dog show event:



The City has used its famous Shield (depicted below, including variations adopted over the years) for more than forty years in connection with the general promotion of business, community, cultural, municipal, and civic interests, as well as on various goods and in connection with a wide range of educational, entertainment, community-related, and governmental services.



Through its decades of use of the Shield, the City has developed tremendous recognition and invaluable goodwill in the mark. In addition to its strong common law trademark rights, the City owns numerous federal trademark registrations for the Shield, as detailed in the chart attached as *Exhibit A*. The Shield has thus become a critically important asset for the City, which takes great care to protect the ability of the Shield to identify the City as the source of high quality products and services provided directly by the City or through very carefully selected partnerships.

Please provide your written assurances that you will not use the Shield in your website or in any advertising or media for the Beverly Hills Dog Show and agree not to use the Shield in the future.

We would appreciate receiving these assurances by February 26, 2018.

We thank you in advance for your understanding and cooperation in resolving this matter.





Sincerely,




Lolly Enriquez

Lolly Enriquez
Assistant City Attorney


EXHIBIT A


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Beverly Hills Shield Design Marks**




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	Reg. No. 2,677,651	Clothing, namely, sweat shirts, shirts, jackets, shorts, sweat pants, sweat suits, socks, hats, footwear, polo shirts, parkas, ponchos and t-shirts
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 (registered as displayed in brown shield with yellow letters)	Reg. No. 2,774,666	Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and Advertisement growth, economic development, business services, government services, employment opportunities, and library services via the computer or computer networks

Mark	U. S. Registration No.	Description of Goods/Services
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	<p>Reg. No. 2,768,789</p>	<p>Promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services; and providing information on tourism, residential and Advertisement growth, economic development and business services, government services and employment opportunities, and library services via the computer or computer networks</p>
	<p>Reg. No. 3,843,763</p>	<p>Metal goods, namely, metal key chains</p> <hr style="border-top: 1px dashed black;"/> <p>Wireless external computer storage devices, namely, blank USB flash drives; laptop bags</p> <hr style="border-top: 1px dashed black;"/> <p>Notebooks; loose-leaf diaries and agenda books; writing instruments, namely, ball-point pens and roller-ball pens, pens and key chain fobs sold as a set; directories</p>

Mark	U. S. Registration No.	Description of Goods/Services
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Mark	U. S. Registration No.	Description of Goods/Services
		<p>educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming</p> <hr/> <p>Providing legal information in relation to government services and municipal regulations via a global computer network</p>
	<p>Reg. No. 3,843,764</p>	<p>Books and pamphlets featuring business information and business practices; printed materials, namely, pamphlets featuring information on residences, shopping, dining and personal care services and maps</p> <hr/> <p>Online retail store services featuring general merchandise including business accessories and gift sets, leather goods, notebooks, key-chains, wireless external computer storage devices, writing instruments, diaries, agenda books, document portfolios, stationery, laptop bags, messenger bags, business-card cases, beverage containers, headwear and clothing; promoting the business, community, cultural, municipal and civic interests of the City of Beverly Hills, California; promoting tourism, business, residential and Advertisement growth, economic development, cultural and entertainment attractions, and government services of the City of Beverly Hills, California; providing business information services and providing information in the field of Advertisement growth, economic development and employment opportunities via a global computer network</p> <hr/> <p>Cable television broadcasting</p>

Mark	U. S. Registration No.	Description of Goods/Services
		<p>Providing travel and tour information services via a global computer network</p> <hr/> <p>Education and entertainment services, namely, organizing and conducting community cultural, recreational, and safety-preparedness events; educational classes and events for adults and youths in the fields of art, dance, music, fine arts, foreign language, coping with disabilities, athletics, homemaking, computers, leisure activities, personal development, government, politics, and science; and providing community information about community, cultural, and civic events, education services and entertainment attractions via the computer or computer networks; Cable television programming</p> <hr/> <p>Providing legal information [about] government services and municipal regulations via a global computer network</p>
	<p>Reg. No. 3,948,469</p>	<p>Clothing, namely, shirts, hats and polo shirts</p>
	<p>Reg. No. 3,948,468</p>	<p>Jewelry</p> <hr/> <p>Goods made of leather, namely, key-chains, messenger bags, business-card cases, tote bags, hand bags, purses, book bags, school bags, carry-on bags, shoulder bags, credit card cases, and all-purpose carrying bags</p>

Mark	U. S. Registration No.	Description of Goods/Services
		Clothing, namely, shirts, hats, polo shirts, oxford shirts, and t-shirts
	Reg. No. 4,186,999	Perfumes
	Reg. No. 4,187,000	Perfumes

Attachment 4

**LICENSE AGREEMENT BETWEEN THE CITY OF
BEVERLY HILLS AND BEVERLY HILLS KENNEL CLUB
FOR USE OF THE TRADEMARK SHIELD IN
CONNECTION WITH THE BEVERLY HILLS DOG SHOW**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of the 1st day of March 2018 ("Effective Date") by and between the CITY OF BEVERLY HILLS ("City") and the BEVERLY HILLS KENNEL CLUB ("Licensee").

RECITALS

A. City owns certain trademarks, including that set forth on the attached Exhibit A ("Trademark Shield").

B. City has developed tremendous good will in these marks, which are famous and have developed secondary meaning and connote an image of prestige, quality and exclusivity in the minds of the public.

C. City wishes to license to Licensee the right to use the Trademark Shield, as modified and shown on Exhibit B (the "Shield") upon the terms and conditions set forth in this Agreement, including that such use must preserve and be consistent with the image of prestige, quality and exclusivity associated with the marks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, the parties to this Agreement hereby mutually agree as follows:

1. Grant of License. On the Effective Date and subject to the restrictions, limitations, reservations, terms and conditions of this Agreement, City hereby grants to Licensee and Licensee hereby accepts during the Term a non-exclusive, non-sublicensable, limited, and revocable license to use the Shield in connection with the Beverly Hills Dog Show to occur on March 3 and 4, 2018 to be aired on television in April 1 and April 8, 2018 and to repeated intermittently through August 2018. Licensee agrees to cease all use of the Shield immediately thereafter.

2. Term.

a. Two-Year Term. Unless terminated earlier as provided in Section 14, the term of this Agreement shall commence on the date of this Agreement and expiring on April 15, 2018.

3. License Fee. Licensee shall pay to City a Licensee fee of \$100 due by March 1, 2018.

4. Quality Control.

a. Licensee shall not distribute, sell, or offer any goods containing the Shield.

subject to this Agreement, the validity of the Trademark Shield, or City's ownership thereof, nor shall Licensee assist others in doing so.

8. Representations, Warranties and Covenants of City.

a. Ownership. To the knowledge of City, but without investigation outside of City, (i) City has the right to grant this license to the Trademark Shield, free and clear of all liens and encumbrances; (ii) no proceedings have been instituted against, or notices or claims received by, City that City's use of the Trademark Shield infringes upon or otherwise violates any rights of a third party, and no such proceedings have been threatened against City.

b. As Is. Except as set forth in Section 9(a) and (b) above, the Trademark Shield is hereby provided to Licensee on an "AS IS" basis without representation or warranty of any kind, and City DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED PROPERTY AND THE GOODS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. City is not making and has not made any representation or warranty to Licensee whatsoever, express or implied, as to the future business, results or operations or prospects regarding the use of the Trademark Shield in connection with the Beverly Hills Dog Show.

9. Use of Intellectual Property. Licensee hereby agrees (i) that City is the exclusive owner of the Trademark Shield and that Licensee has no ownership or beneficial right or interest in or to the Trademark Shield; (ii) not to take any action that would prejudice or interfere with the validity or ownership of the Trademark Shield; (iii) not to seek registration of any of the Shield or the Trademark Shield or any variant, colorable imitation, translation and/or simulation thereof anywhere in the world; and (iv) that upon the expiration or termination of the license under this Agreement, to immediately cease all use of the Shield.

10. Assignment. The License is personal to Licensee, and shall not be assignable or sublicensable by any act of Licensee or by operation of law. Any purported assignment or sublicense without such consent shall be void and without effect, and shall constitute a breach of this Agreement.

11. Default. The occurrence of any one or more of the following events shall constitute a default and breach ("Default") of this Agreement by Licensee: (a) The failure by Licensee to make any payment of fees or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof by City to Licensee; (b) The failure by Licensee to observe or perform any of the other covenants, conditions or provision of this Agreement to be observed or performed by Licensee, where such failure shall continue for a period of thirty (30) days after written notice thereof by City to Licensee; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences such cure within the 30-day period and thereafter diligently prosecutes such cure to completion; (c) the making by Licensee of any general assignment or general arrangement for the benefit of creditors; (d) the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any

money damages shall not be an adequate remedy. Accordingly, Licensee agrees that City shall be entitled to injunction or other equitable relief and hereby consents to such relief in response to any breach or threatened breach of this Agreement in addition to any other legal remedies which may be available.

16. City Approval. Any approval required or permitted to be made by City under this Agreement may be made by City Manager or his designee.

17. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or three days after deposit into the United States mail, postage prepaid, by registered or certified mail, return receipt requested. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to City, to: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Attn: Therese Kosterman

With a copy to: City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Attn: City Attorney

If to Licensee, to: Beverly Hills Kennel Club
P.O. Box 989
Cannon Beach, OR 97110
Attn: David Frei

18. Entire Agreement. This Agreement (and the attached Exhibits) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, agreements, arrangements and commitments, oral or written, with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement not so set forth herein. The provisions of this Section 21 shall survive any expiration or termination of this Agreement.

19. Modification. This Agreement and the Exhibits may be modified, amended, superseded or canceled only by a written instrument signed by both of the parties hereto. Any of the terms, covenants, representations, warranties or conditions hereto may be waived only by a written instrument executed by the party to be bound by any such waiver.

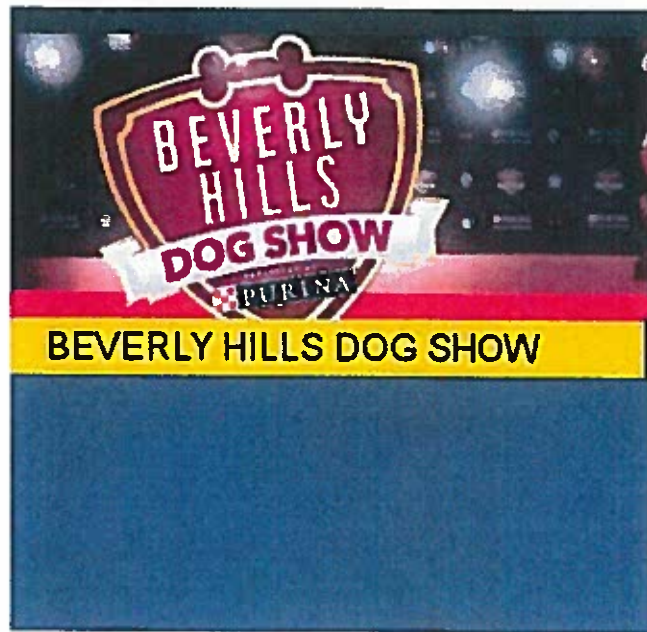
20. Waiver. No delay or omission in the exercise of any right or remedy of City on any default by Licensee shall impair such right or remedy or be construed as a waiver. Any waiver

EXHIBIT A
TRADEMARK SHIELD



EXHIBIT B

SHIELD

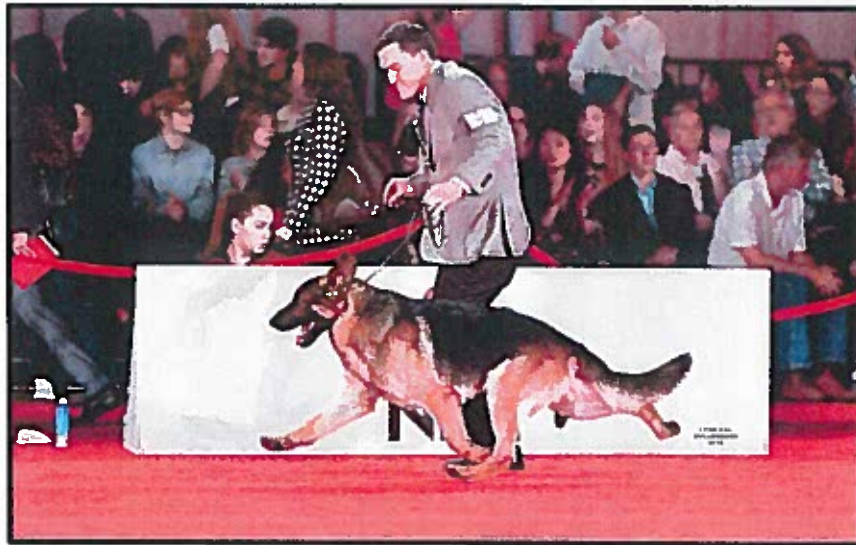


Attachment 5



PROPOSAL

for a partnership between the City of Beverly Hills and the Kennel Club of Beverly Hills
for staging all or a portion of the "Beverly Hills Dog Show"
as a glamorous televised event befitting the City of Beverly Hills and KCBH.



THE KENNEL CLUB OF BEVERLY HILLS is one of the world's most recognizable kennel clubs. Established in 1965 and originally incorporated by the prominent attorney John O'Melveny of the Los Angeles Law firm of O'Melveny & Myers, KCBH has made its mark through the years in producing its popular and successful dog events. A member club of the American Kennel Club (and the exclusive "franchise holder" for AKC dog shows in the City of Beverly Hills and other portions of the Los Angeles metropolitan area), its annual shows attract top-rated dogs, owners, handlers, and judges, as well as national and international audiences and visitors. A not-for-profit 501(c) organization, KCBH emphasizes and supports community activities that promote interest in dogs, responsible dog ownership, and canine health education.

During past years, the show has been held at a number of venues, including: the Los Angeles Sports Arena, the Los Angeles Convention Center, UCLA's Intramural Field, Cal State Long Beach (George Allen Field), Long Beach Convention Center, Queen Mary Park (Long Beach), and the Fairplex in Pomona (for the past two years).

Prior choices of venues have been driven by logistics, space requirements and partnerships with other kennel clubs in other local cities with sharing of suitable facilities and expenses.

At this time, in cooperation with national sponsor (Purina) and television broadcaster (NBC Universal), KCBH seeks a suitable location for the "Beverly Hills Dog Show" in or near the City of Beverly Hills, for the purpose of providing a "Westminster of the West" show, televised to a national and international audience, from the City of Beverly Hills itself.



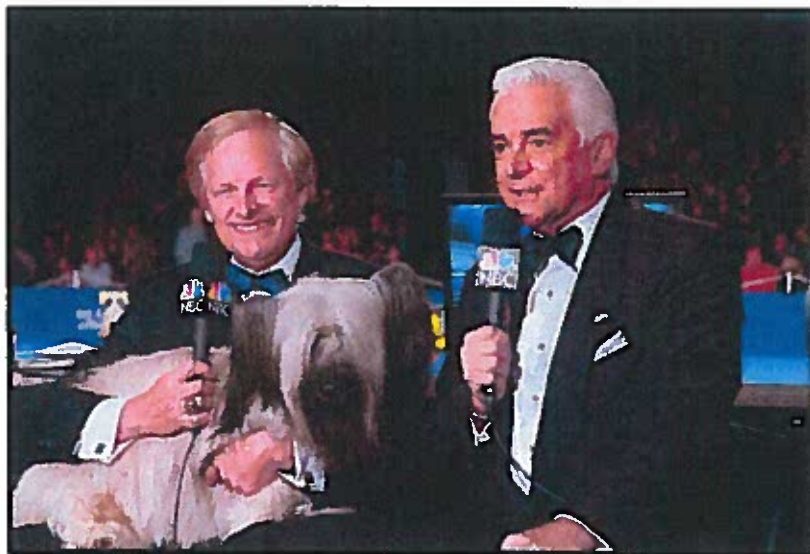
The “Beverly Hills Dog Show” is intended to function as a special opportunity to celebrate dogs and the roles of dogs in our lives, including lessons about care and responsible ownership; how to find the right dog to fit dog owners and families and their lifestyles; finding the right dog to fit your family and lifestyle; education about canine health issues; a fundraising opportunity for Children’s Hospital Los Angeles (including its various programs involving all kinds of dogs for therapeutic purposes); opportunities for fundraising and awareness-building for other local charities and service providers; and demonstrations of dogs and dog-related activities (both for purebred and non-purebred dogs), such as obedience, agility and other special events.



Television: A primary and special component of the Beverly Hills Dog Show is the television and streaming video coverage for national, international and Internet audiences provided via NBC Universal. For many years, NBC (with USA Network) televised the Westminster Dog Show from Madison Square Garden, in New York City. For the past 16 years, NBC also has broadcast the National Dog Show from Philadelphia on Thanksgiving Day, a show seen by over 25 million viewers in 2017.

Now, NBC has arranged with KCBH to televise and broadcast the Beverly Hills Dog Show, as a unique and distinct West Coast alternative to the Westminster Show in the dog show calendar, featuring an attractive West Coast location, local special events and other features (for example, this past year included features about the heroic dogs that worked California's recent fires and mudslides), with attendance from local NBC Universal and other celebrities, and televised, broadcast and streamed nationally and internationally.

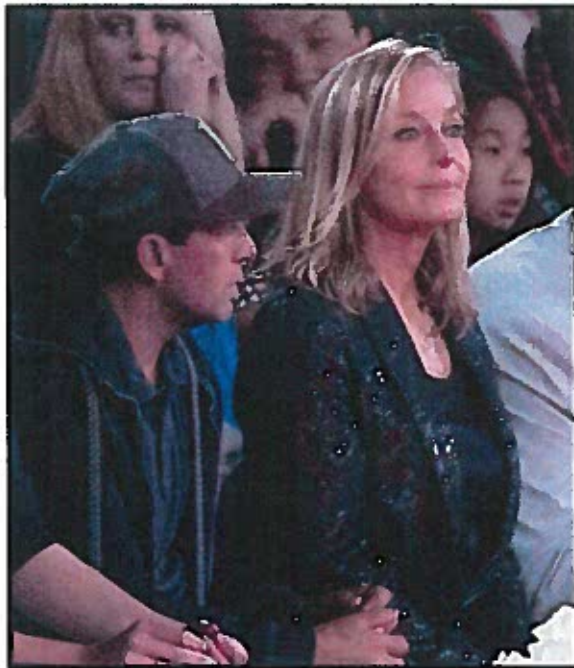
In 2017 and 2018, the Beverly Hills Dog Show has been held on the first weekend of March, with the Saturday show being taped by NBC Universal and broadcast on Easter Sunday.



The two-hour television presentation of the Beverly Hills Dog Show is hosted by *David Frei* (long-time host of NBC's Westminster show telecast) and co-hosted with well-known Beverly Hills resident actor and entertainment personality, *John O'Hurley*. They also co-host the "National Dog Show Presented by Purina" on Thanksgiving Day on NBC, a show seen by nearly 30 million viewers in 2017. *Mary Carillo* has provided backstage looks and stories, and famed media star/journalist/actress *Maria Menounos* conducts red carpet interviews.



Additional celebrities in attendance during the past two years have included *Bo Derek, Lisa Vanderpump, Rex Linn, Victor Espinoza, Stella Maeve, Marcc Rose, Wavyv Jonez, Dr. Evan Antin, Akbar Gbajabiamila*, and other NBC Universal celebrities, and additional celebrities would be anticipated for an event staged in Beverly Hills.



Our charity partner has been **Children's Hospital of Los Angeles' Dog Therapy Program**, and we have been proud to share a portion of our entry fees with them and to feature them in a television piece in the broadcast.



The Children's Hospital Los Angeles Dog Therapy Program touches nearly every corner of the hospital, from the bustling lobby areas to the Pediatric Intensive Care Unit. Today, there are more than 120 volunteer therapy dogs who visit patients morning and night, seven days a week, all year-round. The arrival of a dog at a patient's room is often one of the most anticipated parts of the child's hospital stay, providing an opportunity for a happy, memorable moment during what can be a challenging time. And that positive impact reaches family, friends and staff, as well.

Although research shows that therapy dogs can help lower blood pressure, decrease stress, calm heart rates, increase mood-boosting endorphins and profoundly enhance a patient's experience in the hospital, their services are not eligible for reimbursement from public funds or private insurance. As a result, the program must be supported entirely by donations.





A dog show in Beverly Hills: We are aware of the challenges of attempting to stage the entire Beverly Hills Dog Show inside the City of Beverly Hills, since this would require 100,000 square feet of exhibition space and adequate parking for exhibitors and vendors. If this is possible, we would welcome this.

If not, we propose to stage the highlight and conclusion of the show, the Best In Show competition, at a prestigious location in the City.

By way of analogy, the Westminster show in New York City, is now divided between daytime breed judging at Piers 92/94 on the Upper West Side, with Groups and Best In Show held in the evening at Madison Square Garden.

Therefore, we propose to produce the most glamorous highlight of our Saturday show, i.e. the Best in Show competition, in the City of Beverly Hills, on that Saturday evening, commencing at e.g., 8 pm - 9 pm, preceded by accompanying red carpet reception and related activities.



By way of background, here is how a dog show typically works: 203 breeds and varieties are eligible to enter the AKC portion of a show. In 2018, KCBH had a total entry of approximately 1,300 dogs divided among those breeds.

Competition at the breed level (matching the dogs of each particular breed) takes place first. In addition to other awards, one dog of each breed is awarded Best of Breed, thereupon advancing to the next level of competition, i.e. Group competition, which is divided among seven Groups (Sporting, Hound, Working, Terrier, Toy, Non-Sporting, Herding).

The seven Group winners then advance to Best In Show.

In addition to Breed and Group Competition, the Beverly Hills Dog Show typically includes other events and activities, including competitions and awards for both purebred and non-purebred dogs.



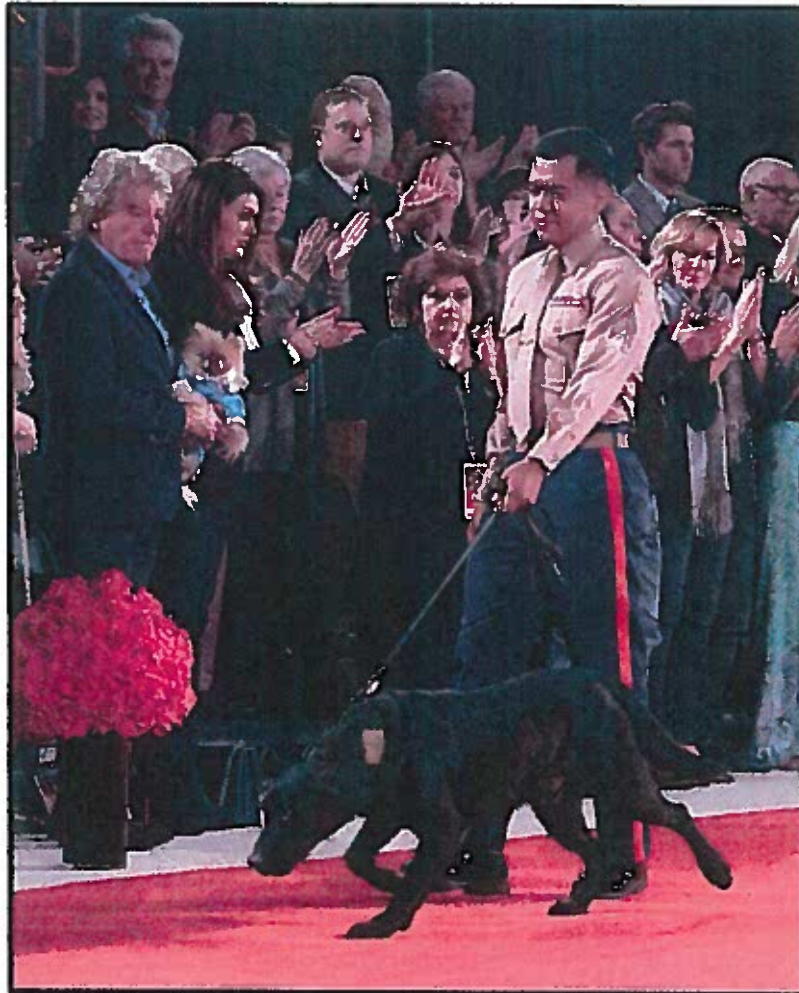
As noted above, the portion of the show that we propose to stage in the City of Beverly Hills is the final “Best in Show” competition, possibly accompanied by other awards and features.

In order to accomplish this (and assuming absence of a venue able to hold the entire show within the City itself), we propose to hold daytime breed and Group competition and other activities at a nearby site and then move the seven Group winners by limousine to the City of Beverly Hills for the finale, with an evening starting time, and with accompanying red carpet reception and photo opportunities, as for other typical West Coast glamor gala events, such as the Golden Globes, Emmys, Oscars, etc.

Accordingly, we are now in the process of exploring possible locations adjacent to the City for daytime breed, Groups and other special events. Alternatively, if indeed there may be a suitable venue in or near Beverly Hills able to accommodate the entire show, we would welcome exploring that too with the City.

In previous years, we have limited attendance of the Best in Show portion of the event to 200, without separate admission charge, but these elements could change, depending on logistics for a new Beverly Hills venue for Best in Show and related activities.

The Best in Show event itself can also be configured to include recognition for local charity partners, awards (e.g. for local hero dogs, e.g. police, military, security, service, etc.), other local features, etc.



Possible venues to be considered in the City (subject to your input) may include luxury hotels or other well-known venues owned or leased by the City such as the Annenberg Center, Greystone Mansion, the Academy of Motion Picture Arts and Science, etc.

Other possibilities might include outdoor (at least partially-tented) events, e.g., on Rodeo Drive or in Beverly Hills Park, site of the **Hunter and Hounds** statue.

If Best in Show were located in the City, as proposed, we could also consider other ancillary promotional events in beforehand, at one or more of these locations.

In addition to funding from our side to mount the show, we would like to discuss with the City location assistance, sponsorship support and other related in-kind services, e.g. for street access, putting up tents, and other types of logistical support able to be provided by the City, such as for other similar events.

We also would plan to pursue additional sponsorship support from local merchants and businesses.

For publicity management, we expect to utilize a local agency to promote the show, and to work with City personnel, in addition to drawing upon our resources at NBC Universal, the American Kennel Club, and our sponsors.





In conclusion: There are 70 million dogs in America, which means, of course, that there are a lot of dog owners in California alone. U.S. pet owners spend \$30 billion to support their pets (American Pet Products Manufacturers Association). Additional significant communities of dog owners and dog lovers exist all over the world. The Kennel Club of Beverly Hills has as its mission the health and well-being of all dogs and through its annual shows to support that mission for all dogs and dog owners.

Among anticipated benefits for the City would be attraction of local, national and international visitors to attend this high-profile show, who would stay at City hotels, shop at retail establishments in the City and dine at its restaurants.

Also, we would hope that this event would serve to publicize the City as a glamorous venue for foreign visitors via NBC's national and international television broadcasts and online streaming, etc. (possibly enhanced by concurrent broadcasting or re-broadcasting via cooperation with other foreign kennel clubs and their international dog owning and T.V. viewing audiences).

We look forward to being able to explore this project further with the City of Beverly Hills.



CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT

MEMORANDUM

TO: City Council Liaison/Branding and Licensing

FROM: Therese Kosterman, Public Information Manager

DATE: June 18, 2018

SUBJECT: THREE REQUESTS FOR USE OF THE BEVERLY HILLS SHIELD.

ATTACHMENTS:

1. Beverly Beach Cease and Desist Letter (with photos)
2. Beverly Beach Logo Detail Photo
3. Only in Beverly Hills Display Window Photo

INTRODUCTION

The City has recently received three requests for use of the Beverly Hills. Two of those requests, from Beverly Beach and Only in Beverly Hills, came from businesses who inadvertently violated the City's trademark rules, but are now requesting that they be granted a license. The third request is from Louis Vuitton, which is asking for a license to emboss a Beverly Hills shield on luggage tags that he would then give to customers who purchase luggage.

DISCUSSION

Beverly Beach

The following discussion provides information regarding these requests. Beverly Beach LLC is a line of clothing and accessories created by The Real Housewives of Beverly Hills star Dorit Kemsley. The items include bathing suits, hats, bags, totes, backpacks, bronzers and water bottles, some of which use a replica of the famous Beverly Hills shield outline with the words "Beverly Beach" inside the shield (Attachment 2). The items are advertised and sold online at beverlybeachbydorit.com. The City sent a "cease and desist" letter (Attachment 1) to the company and subsequently was contacted by Paul Kemsley, husband of Dorit Kemsley, who also appears on the show. He has requested that the company be granted a license to use the existing logo on the items that are currently in stock and advertised on the website.

The City's licensing agent Bill Uglow of CMG Worldwide has been in touch with Mr. Kemsley and negotiated a tentative deal, in the event the City wishes to form a partnership similar to other branding deals. The deal, for a term of four years, would include an advance of \$10,000, 12% of wholesale sales and 6% of retail sales worldwide. This deal would also settle past claims.

To staff's knowledge the City has never granted a license to a commercial enterprise to use an altered version of the Beverly Hills shield. The City Attorney indicated that this was a policy question, rather than a legal question.

Decision points:

- Is the Beverly Beach brand an appropriate company to partner with?
- Should the City establish a precedent of licensing an altered version of the shield?
- If the City wishes to grant the license, are the terms mentioned above acceptable?

If the Liaison Committee does not wish to grant a license, the decision points are:

- Should the City allow the business to sell existing inventory?
- Should the City authorize the licensing agent to negotiate a fee to cover past violations?

Only in Beverly Hills

Staff was recently sent a photo of the display window of the Only in Beverly Hills store at 9607 S. Santa Monica Boulevard, which includes a teal colored shield sign (Attachment 3: photo of display window). This store's owner, Lisa Bochner, has worked with the City on past projects including BOLD and the Walk with the Mayor. Because of the City's past involvement with the business, staff called Ms. Bochner to talk about the violation, rather than send a letter. Ms. Bochner said that she had been advised that as long as the sign was not too similar to the City's logo it wasn't a violation. She also said that she is willing to pay a small license fee to continue to display the sign.

Decision points:

- Is Only in Beverly Hills brand an appropriate company to partner with?
- Should the City establish a precedent of licensing a different color of the shield?
- Is the City willing to grant a license for a lower fee in light of the nature of the business, which promotes the City of Beverly Hills?

If the Liaison Committee does not wish to grant a license, the City would ask the business to remove the sign from the window. A decision point is:

- Should the City authorize the licensing agent to negotiate a fee to cover past violations?

Louis Vuitton Luggage

The owner of the Louis Vuitton luggage and leather store in Beverly Hills has asked to be given a license to emboss leather luggage tags with the Beverly Hills logo. The tags would not be sold, but would be given to customers who purchase luggage. The city's licensing agent Bill Uglow of CMG Worldwide has been in touch with Ron Michaels, regional director of operations for Louis Vuitton, and has negotiated a tentative deal: An annual fee of \$1,500 for a five year term. The fee would be paid at the beginning of each successive year. Either party can cancel the deal within 30 days of the end of each year term. The tags would be given out in two locations only: Louis Vuitton Saks Beverly Hills and Louis Vuitton Beverly Hills.

Decision Points:

- Is Louis Vuitton brand an appropriate company to partner with?
- If the City wishes to grant the license, are the terms mentioned above acceptable?

FISCAL IMPACT

The fiscal impact of the Beverly Beach item is, if the above agreement is accepted, \$10,000 plus royalties from subsequent sales of Beverly Beach merchandise. The amount of Beverly Beach sales are unknown at the current time, but Mr. Kemsley indicated that sales of the shield-branded items are low.

The fiscal impact of the Louis Vuitton item is, if the above agreement is accepted, a \$1500 annual fee for the duration of the contract.

The fiscal impact of the Only in Beverly Hills item is unknown.

RECOMMENDATION

It is recommended that the City Council Branding and Licensing Committee:

- 1.) Provide direction regarding Beverly Beach request;
- 2.) Grant the Louis Vuitton request, and
- 3.) Establish guidelines for a fair licensing fee and authorize the City's licensing agent to negotiate a contract with Only in Beverly Hills.

PMM

Pamela Mottice Muller

Approved By

Attachment 1



CITY OF BEVERLY HILLS

455 NORTH REXFORD DRIVE • BEVERLY HILLS, CALIFORNIA 90210

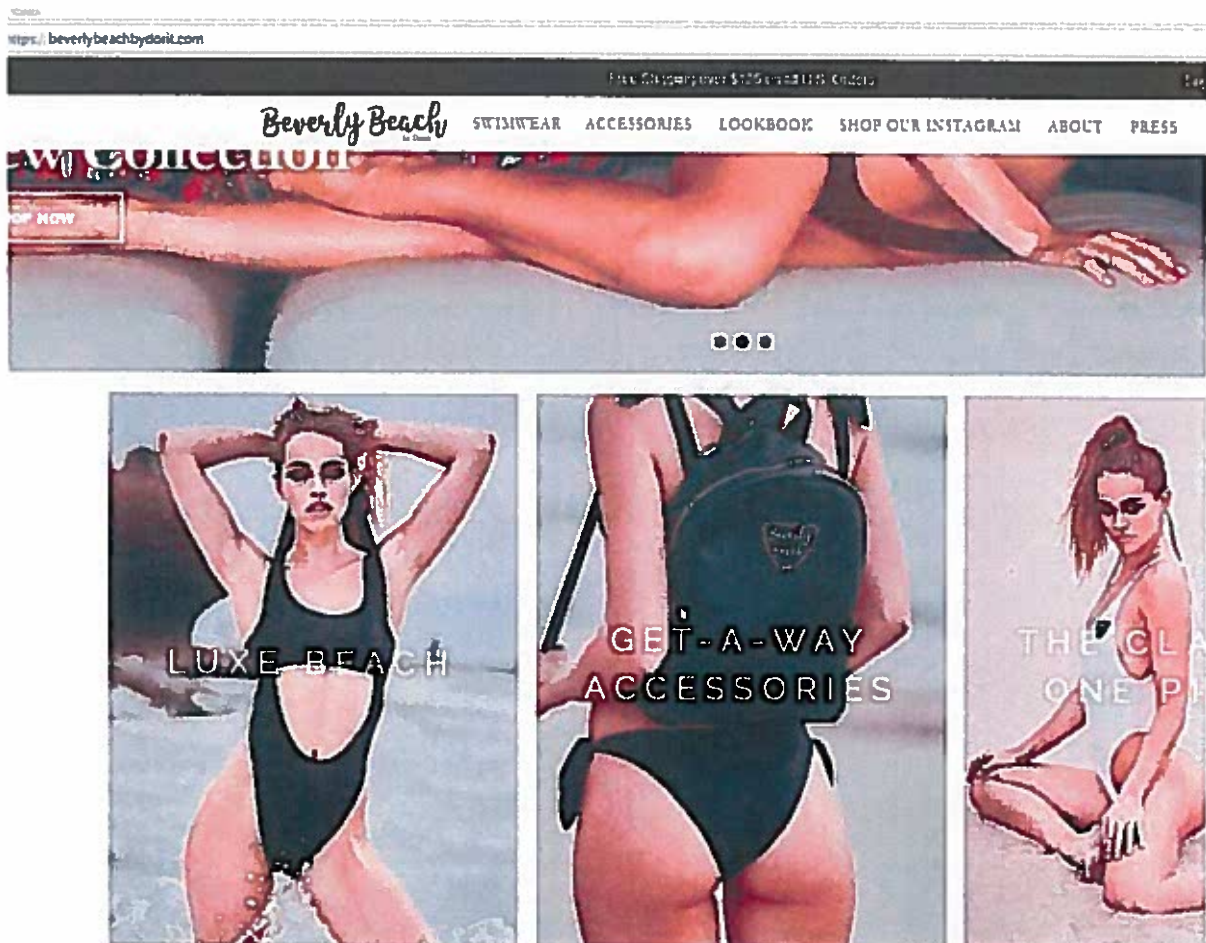
April 9, 2018

Dorit Kemsley
Founder, Beverly Beach by Dorit
support@beverlybeachbydorit.com

Dear Ms. Kemsley:

Re: **Demand to Cease and Desist Unauthorized Use of BEVERLY HILLS SHIELD DESIGN Trademark**

It has come to the attention of the City of Beverly Hills that Beverly Beach by Dorit is using the BEVERLY HILLS SHIELD DESIGN ("Shield Mark") on its apparel without the City's permission. A screen shot of the apparel from www.beverlybeachbydorit.com containing a close replica of the Beverly Hills Shield Mark is included below for your reference.





CITY OF BEVERLY HILLS

455 NORTH REXFORD DRIVE • BEVERLY HILLS, CALIFORNIA 90210

The Shield Mark is a registered trademark owned by the City and can be used only with the City's permission. The City has not granted permission to Beverly Beach by Dorit to depict the Shield Mark on any marketing or advertising materials. Unauthorized use of the Shield Mark gives an impression that your company may somehow be associated with the City, which is not the case.

As your action infringes upon the trademark rights of the City, the City hereby demands that you immediately cease and desist from all further display, use and publication of the Shield Mark. We further demand that you immediately stop production of the Shield Mark on any marketing, advertising and other materials in which the Shield is used.

Due to the importance of this matter, please provide this office with written assurances of your compliance no later than May 31, 2018.

Nothing contained in this letter shall be construed as limiting, in any way, the City's legal and equitable rights and all such rights are hereby expressly reserved. Your prompt attention to this matter is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Therese Kosterman".

Therese Kosterman
Public Information Manager
City of Beverly Hills
tkosterman@beverlyhills.org
310-285-2456

Cc:

Laurence S. Wiener, City Attorney
Lolly A. Enriquez, Assistant City Attorney

Attachment 2



Attachment 3

