



The
Sisters
of Perpetual
Indulgence, Inc.™

San Francisco Order
584 Castro Street, PMB#392, San Francisco CA 94115
415.820.9697 | <http://thesisters.org>

5 April 2011

The Orlando Sisters, Inc.
PO Box 3665
Winter Park, FL 32790-3665

Hello Sisters,

Enclosed you will find two copies of the SPI, Inc. Licensing Agreement; if you'd like a copy of the SPI, Inc. Bylaws and Policies and Procedures, let me know and I'll be happy to email you a PDF. Please review and sign both copies of the Agreement; this is a legal document and will need to be signed using your legal names. You will keep one copy of the Agreement. Using the enclosed envelope, please mail back the other copy of the signed Agreement..

If you have any questions or concerns, please feel free to contact me.

Yours In Joy, Indulgence and Service,

Sister Edith Myflesh
The Sisters of Perpetual Indulgence, Inc.
sisteredith@sisteredith.com

SEM/db
Enc: Two copies of the SPI, Inc. Licensing Agreement

**SISTERS OF PERPETUAL INDULGENCE
TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT is entered into this 1 April 2011 by and between The Sisters of Perpetual Indulgence, Inc., a California nonprofit public benefit corporation with offices at 584 Castro Street, PMB#392, San Francisco CA 94114-2594 ("LICENSOR"), and The Orlando Sisters, Inc., a Florida nonprofit public benefit corporation with offices at 1508 Arthur St, Orlando, FL 32804 ("LICENSEE").

WITNESSETH:

WHEREAS, LICENSOR is a 501(c)(3) tax-exempt organization, with federal tax exempt ID No. 94-3032120, that performs services for the public benefit described in its Mission Statement (Schedule B); and

WHEREAS, LICENSEE is also a 501(c)(3) tax-exempt organization, with federal tax exempt ID No. 27-1933519; that also performs services for the public benefit described in its Mission Statement (Schedule C); and

WHEREAS, LICENSOR originated the name and mission of the Sisters of Perpetual Indulgence in San Francisco in 1979 and has consistently dedicated the phrase "SISTERS OF PERPETUAL INDULGENCE" and its derivative "PERPETUAL INDULGENCE" (the "Trademarks") to charitable and educational purposes; and

WHEREAS, the newer orders of the Sisters of Perpetual Indulgence have continued to build upon and add to the ~~goodwill~~ and widespread public identification of the Trademarks with charitable and educational services, and have done so with the blessing of the San Francisco Sisters of Perpetual Indulgence; and

WHEREAS, all of the orders desire to: a) protect and preserve the Trademarks' integrity; b) secure federal trademark and other legal protections for the Trademarks; and c) wish to do so in a coordinated and orderly fashion so as to protect the Trademarks from commercial and other unauthorized use or exploitation; and

WHEREAS, the orders concur that it is in all the Sisters' best interests to embody their mutual understandings about how the Trademarks may be used and licensed in a written agreement; and

WHEREAS, LICENSOR has applied to register the Trademarks at the United States Patent and Trademarks Office (U.S.P.T.O.) and is willing and able to continue to pay for the expenses and do the work required to secure and formalize protection of the Trademarks;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. GOODWILL & DEDICATION TO NONPROFIT PURPOSES:

A. LICENSOR and its volunteers and members (Fully Professed, Novices, Postulants, and Retired Members) have devoted substantial effort, time, investment, and sacrifice to establish a reputation for integrity, service, effectiveness, dedication, activism and other good will by consistently adhering to the methodology, policies, and procedures set out in its Mission Statement and Bylaws, which goodwill is now widely associated with the Trademarks "SISTERS OF PERPETUAL INDULGENCE" and

"PERPETUAL INDULGENCE." LICENSEE similarly, and with the informal blessing and consent of LICENSOR for the use of the Trademarks; has also devoted substantial effort, time, investment, and sacrifice to further the Sisters of Perpetual Indulgence's reputation for integrity, service, effectiveness, dedication, activism and other goodwill in their local areas by consistently adhering to the methodology, policies, and procedures set out in their Mission Statements and Bylaws, which good will has also attached to the Trademarks "SISTERS OF PERPETUAL INDULGENCE" and "PERPETUAL INDULGENCE."

B. To protect and preserve that goodwill and public association, LICENSOR and LICENSEE hereby agree that the Trademarks "SISTERS OF PERPETUAL INDULGENCE" and "PERPETUAL INDULGENCE," along with all permitted uses thereof, shall be irrevocably dedicated to nonprofit charitable and educational purposes, as such purposes are described in their respective Mission Statements (Schedules B and C), which may be properly amended according to the respective organizations' Bylaws from time to time.

2. OWNERSHIP

A. LICENSEE acknowledges LICENSOR as the originator of the Trademarks, the first user in commerce, and the original source of national and international consumer recognition of the Trademarks and services and products provided in association therewith. In recognition of that founding role and the good will that LICENSOR has generated as the "MotherHouse" by virtue of its extensive use of the Trademarks, and in order to clarify LICENSOR'S ownership and control of the Trademarks, LICENSEE hereby transfers all rights, title and interest that it may have acquired through usage in the Trademarks to LICENSOR subject to the rights granted to LICENSEE that are set out below. LICENSOR shall have the sole and exclusive right to register the Trademarks and derivatives thereof with the U.S.P.T.O. in its own name, to prosecute trademark and service mark applications, to transact all business in the U.S.P.T.O., and to receive Certificates of Registration. LICENSOR shall have the full power of appointment, substitution, association, and revocation concerning the Trademarks. LICENSOR shall have the right to determine guidelines and terms for the use and licensing of the Trademarks to others, on the condition that any such use and licensing is done only for the nonprofit purposes described above.

B. LICENSOR acknowledges the right and obligation to establish standards and guidelines for use of the Trademarks by third parties that are consistent with the standards set out in this Agreement, and shall be responsible for promulgating and enforcing them, at its sole cost and expense. LICENSEE agrees to cooperate with LICENSOR's reasonable efforts to promulgate and enforce those standards and guidelines with third parties, and to direct third party use requests to LICENSOR.

3. LICENSE GRANT

A. LICENSOR hereby grants to LICENSEE a non-exclusive license to use the Trademarks on or in association with and only with LICENSEE's provision of the nonprofit Licensed Services, in the Territory, and for the Term set out in Schedule A. LICENSEE may use or depict the Trademarks on promotional and advertising materials associated with such Services in any and all media, now known or hereafter developed, so long as LICENSEE does so in the manner and subject to the restrictions of this Agreement. Promotional, collateral, advertising, and other materials on which the Trademarks may be used or may be associated with, including but not limited to LICENSEE's website, letterhead, brochures, event displays, presentation packages, grant applications, broadcast, cable, and satellite radio and television programs, public service announcements, press releases, and other media shall be referred to hereafter as the "Materials." LICENSEE also may depict the Trademarks on the Licensed Products listed on Schedule A, which Licensed Products may be distributed solely for educational, charitable, or fundraising purposes ("Licensed Products"). This license pertains only to the Trademarks and the Licensed Services and does not extend to any other mark, product or service.

B. All uses of the Trademarks must be for the public benefit, for educational and charitable purposes, specifically in furtherance of LICENSEE's Mission as described in Schedule C, and must be related to the Licensed Services. The Trademarks may not be used personally by any individual except in the context of official activities and events sponsored or authorized by LICENSEE. The Trademarks may not be used for personal or commercial gain, and may not inure to the benefit of any private individual or entity. LICENSEE may display the Trademarks on Materials it self-publishes for events or activities that are sponsored or supported by commercial sponsors where such sponsorships are given in conformity with all laws and tax reporting requirements. LICENSEE may not grant commercial sponsors the right to use the Trademarks on their materials or advertising, except for advertising, promotional, or collateral materials specifically designed for use at or for the promotion of LICENSEE'S nonprofit events, programs, or activities.

C. LICENSEE shall abide by the following restrictions in its use of the Trademarks:

(1) LICENSEE may not grant any sublicenses to any third party without the prior express written consent of the LICENSOR which shall not be unreasonably withheld. LICENSEE may not grant Exequaturs or authorize any other orders to use the Trademarks or do business under the Trademarks or any part of them.

(2) LICENSEE shall not make or authorize any use, direct or indirect, of the Trademarks and/or the Licensed Services, like or similar, for any purpose other than those set out in the LICENSEE's Mission Statement (Schedule C), and shall make no use, direct or indirect, for any private or commercial purpose.

4. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date executed by both parties (the "Effective Date") and shall extend for a Term as recited in Schedule A attached hereto (the "Term").

5 COMPENSATION

In consideration for the license granted, LICENSEE agrees to abide by the restrictions set out herein, accepts LICENSOR's requirements for quality control over use of the Trademarks, and agrees to promulgate and adhere to LICENSOR's standards of conduct and mission, all as more fully described below. LICENSOR agrees that this constitutes good and valuable consideration. LICENSOR hereby waives and foregoes any payment of cash or royalties for the license granted hereunder.

6. NOTICES, QUALITY CONTROL & SAMPLES

A. The rights granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking and notice provisions of the trademark and copyright laws of the United States, including proper use of the symbols "™" and "®".

B. All Materials shall be of a quality which is at least equal to comparable materials previously created by LICENSOR under the Trademarks. It is agreed that hand-done or "grass-roots" type materials are currently within this standard. LICENSOR may promulgate new standards or guidelines. LICENSOR must present any changes to these guidelines in writing to LICENSEE. LICENSEE shall have a period of thirty (30) days from the date of issuance of the new guidelines to comply. Any materials created for revenue generating purposes under the previous guidelines may still be sold or donated until they have been depleted, but no new materials may be created under the previous guidelines. Samples of previously created Materials may be retained for archival and historical purposes by LICENSEE.

C. All Licensed Services must be provided in the manner, style, and consistent with the standards and guidelines promulgated by the LICENSOR, and set out in Schedule A., 2. Licensed Services, as well as Schedule B. and the Guidelines For Mark Usage document(s) attached hereto (Schedule E) as amended from time to time.

D. If the quality of the provision of the Licensed Services falls below the standards and guidelines set out in Schedule E, or the quality of the Materials falls below that required by LICENSOR, LICENSEE shall use its best efforts to restore such quality. In the event that LICENSEE has not taken appropriate steps to restore such quality within (90) days after notification by LICENSOR, LICENSOR shall have the right to terminate this Agreement and require that the LICENSEE cease using the Trademarks. During the period after notification by LICENSOR and until the discrepancy is cured, as acknowledged in writing by LICENSOR, LICENSEE shall not have the right to create or authorize the creation of new Materials or to enter into any new agreements or contracts using the Trademarks.

E. Within thirty (30) days of LICENSOR'S written request, LICENSEE shall submit to LICENSOR for approval as to quality a copy of the digital source file(s) used to produce all Materials which LICENSEE intends to publish or distribute.

F. LICENSOR may also request to review samples of all Materials which LICENSEE intends to publish or distribute. Within thirty (30) days of LICENSOR'S written request to review such samples, LICENSEE shall submit to LICENSOR, at no cost to LICENSEE and for approval as to quality one (1) sample of all Materials LICENSEE intends to publish or distribute. Any and all samples shall be returned to LICENSEE at LICENSOR'S expense, or LICENSOR shall reimburse LICENSEE for the fair market value of the samples provided.

G. If LICENSOR should disapprove any digital source file(s) or sample, it shall provide specific reasons for such disapproval, and LICENSEE shall either make changes or stop publication and distribution as requested by LICENSOR. Once such digital source file(s) or sample(s) have been approved by LICENSOR, LICENSEE shall not materially depart therefrom without LICENSOR'S prior express written consent, which shall not be unreasonably withheld.

H. All Materials that are currently in use by LICENSEE shall be modified to comply with the Guidelines for Mark Usage (Schedule E) as is possible and reasonable. Any already produced Materials may continue to be used until they are depleted; LICENSEE agrees that any new Materials produced shall comply with the Guidelines for Mark Usage (Schedule E). Samples of previously produced Materials may be retained by LICENSEE for archival and historical purposes.

I. The LICENSEE agrees to permit LICENSOR or its representative(s) to inspect the facilities or to attend the events where the Materials or Licensed Products are being created, printed, published, or distributed.

7. AUDIT

A. LICENSOR shall have the right, upon at least fifteen (15) days written notice and no more than once per calendar year, to inspect LICENSEE'S books and records and all other documents and material in the possession of or under the control of LICENSEE with respect to the subject matter of this Agreement at the place or places where such records are normally retained by LICENSEE. LICENSOR shall have free and full access thereto for such purposes and shall be permitted to make copies thereof and extracts therefrom.

B. In the event that such inspection reveals a discrepancy with the requirements of this license, LICENSEE shall correct the discrepancy within ninety (90) calendar days after LICENSOR notifies LICENSEE of the changes required. In the event such discrepancies are not cured in that time, LICENSOR may terminate this license.

C. During the period after notification by LICENSOR and until the discrepancy is cured, as acknowledged in writing by LICENSOR, LICENSEE shall not have the right to create or authorize the creation of new Materials or to enter into any new agreements or contracts using the Trademarks.

D. All books and records relative to LICENSEE'S obligations hereunder shall be maintained and kept accessible and available to LICENSOR for inspection for at least three (3) years after termination of this Agreement.

E. In the event that an investigation of LICENSEE's books and records is made, certain confidential and proprietary business information of LICENSEE may necessarily be made available to the person or persons conducting such investigation. It is agreed that such confidential and proprietary business information shall be retained in confidence by LICENSOR and shall not be used by LICENSOR or disclosed to any third party for a period of two (2) years from the date of disclosure, or without the prior express written permission of LICENSEE unless required by law. It is understood and agreed, however, that such information may be used in any proceeding based on LICENSEE's failure to comply with the terms of this license.

8. TRADEMARKS & COPYRIGHTS

A. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Trademarks or the validity thereof. LICENSOR, however, makes no representation or warranty with respect to the validity of any patent, trademark or copyright which may issue or be granted therefrom.

B. LICENSOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademarks.

C. In the event that LICENSEE requests in writing that LICENSOR obtain trademark protection for particular goods or services for which LICENSOR had not, heretofore, obtained such protection, and LICENSOR agrees that provision of such goods or services is consistent with its Mission (Schedule B), LICENSOR may, in its sole discretion, agree to take reasonable steps to obtain such protection, provided, however, that LICENSEE shall be obligated to reimburse LICENSOR for the cost of filing, prosecuting and maintaining same unless LICENSOR expressly waives such right to reimbursement.

D. It is understood and agreed that LICENSOR shall retain all right, title and interest in the Trademarks as well as any modifications made to the Trademarks by LICENSEE, unless otherwise agreed in writing.

E. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

F. LICENSEE acknowledges that the Trademarks have acquired secondary meaning.

G. LICENSEE agrees that its use of the Trademarks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Trademarks, except as licensed hereunder.

9. WARRANTIES & OBLIGATIONS

A. LICENSOR represents and warrants that it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith.

B. LICENSOR further represents and warrants that the Trademarks do not infringe any valid right of any third party.

C. LICENSEE represents and warrants that it will use its best efforts to promote, market, and provide the Licensed Services.

D. LICENSEE shall be solely responsible for the production and distribution of the Materials and Licensed Products, and for the provision of the Licensed Services and will bear all costs associated therewith.

10. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

A. Immediate Right of Termination. LICENSOR shall have the right to immediately terminate this Agreement, or in its sole discretion to immediately terminate the portion(s) of the Agreement

relating to any Licensed Services, Licensed Product(s), or Materials, by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

(1) After having commenced provision of the Licensed Services, fails to continuously provide Licensed Services for six (6) consecutive months; or

(2) Mismanages its finances to the extent that debts and obligations are not met, uses funds or other assets or resources for purposes other than the nonprofit mission set out in Schedule C, or files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the LICENSEE discontinues its business or a receiver is appointed for the LICENSEE or for LICENSEE's business and such receiver is not discharged within thirty (30) days; or

(3) Fails to maintain its State or Federal 501(c)(3) tax-exempt status or its status as a public benefit corporation in good standing; or

(4) Changes its Mission Statement in a manner that LICENSOR, in its sole and absolute discretion determines is no longer consistent with LICENSOR's tax-exempt purposes and Mission Statement (Schedule B); or

(5) Breaches any of the provisions of this Agreement relating to the unauthorized assertion of rights in the Trademarks; or

(6) Fails, within five (5) calendar days of receiving receipt of written notice from LICENSOR, to immediately discontinue the distribution of Materials or products that do not contain the requisite legal legends or otherwise do not comply with the standards, guidelines, or restrictions herein; or

(7) Fails, within five (5) calendar days of receiving receipt of written notice from LICENSOR, to immediately discontinue conduct that violates the standards of conduct and policies or procedures set out in Schedule B.

B. Right to Terminate on Notice. In the event of a breach of a material provision of this Agreement other than the provisions entitling a party to immediately terminate all or part of the Agreement, this Agreement may be terminated by the non-breaching party upon ninety (90) calendar days written notice to the other party, provided that, during the ninety (90) day period, the breaching party fails to cure such breach.

C. LICENSEE shall have the right to terminate this Agreement for any reason at any time on ninety (90) days written notice to LICENSOR.

11. POST TERMINATION RIGHTS

A. Upon the expiration or termination of this Agreement, all of the rights of LICENSEE under this Agreement shall forthwith terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Trademarks at no cost whatsoever to LICENSOR.

B. LICENSEE may retain a limited number of samples of Materials using the Mark(s) for archival and historical purposes with the understanding that all such samples are not to be used to represent LICENSEE or distributed by LICENSEE as per Section 11.A.

12. INFRINGEMENTS

A. LICENSEE shall have the right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement where such infringements take place in the LICENSEE's geographical territory. It shall notify LICENSOR of its intent to commence suit at least thirty (30) days before doing so, and shall permit LICENSOR to join such suit at its own expense if, in LICENSOR's sole discretion, it desires to do so.

B. LICENSOR may request in writing that LICENSEE institute and prosecute an infringement suit against third parties for infringement of the rights licensed in this Agreement where such infringements take place in the LICENSEE's geographical territory, or arise from or are related to the LICENSEES use of the Trademarks. If LICENSEE does not institute an infringement suit within ninety

(90) days after LICENSOR's written request that it do so, LICENSOR may institute and prosecute such lawsuit.

C. Any lawsuit shall be prosecuted solely at the cost and expense of the party bringing suit. All sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of the amount of reasonable attorneys' fees and other out of pocket expenses of such suit ("Net Proceeds"), shall be retained by the party bringing suit. If both parties have joined in the suit, the Net Proceeds shall be divided equally between the parties, unless a proportional distribution is agreed otherwise in writing by the parties.

D. Upon request of the party bringing the lawsuit, the other party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit. The party bringing suit shall reimburse the other party for the expenses incurred as a result of such cooperation.

13. INDEMNITY

LICENSEE agrees to defend, indemnify, and hold LICENSOR, its officers, directors, agents, volunteers, members, funders, attorneys, accountants, and employees, harmless against all claims, costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against LICENSOR based on any and all acts or omissions of LICENSEE, including, but not limited to, actions founded on product liability.

14. NOTICE

A. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above stated address, or mailed by express, certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service.

B. Either party may change the address to which notice is to be sent by written notice to the other in accordance with the provisions of this paragraph.

15. JURISDICTION & DISPUTES

A. This Agreement shall be governed in accordance with the laws of the State of California, except as they apply to conflicts of law.

B. **MEDIATION & ARBITRATION:** The Parties agree to meet and confer in good faith to attempt to resolve any dispute arising out of this Agreement. Any disputes which are not resolved by meeting and conferring shall be submitted to mediation under a mutually agreeable mediator, or, if one cannot be found, under the rules of JAMS Endispute. Each shall bear their own attorneys fees, if any, unless otherwise agreed. If the dispute cannot be resolved by mediation, and it exceeds the jurisdictional limits of small claims court, the dispute shall be submitted to binding arbitration under a mutually agreeable arbitrator, or, if one cannot be found, under the rules of JAMS Endispute. The Arbitrator shall be required to apply Federal Intellectual Property laws and California law. The Arbitrator may not revise or alter the terms of this Agreement. It is expressly agreed that the arbitrator shall be empowered and permitted to grant preliminary and permanent equitable relief in addition to awarding damages. Mediation or arbitration shall be held in the opposite party's city from the party invoking mediation or arbitration. Costs of mediation shall be borne equally by the parties, unless agreed otherwise. Notwithstanding the foregoing, the parties hereby agree that there shall be only one arbitrator. The Arbitrator's decision, including any decision about which party shall pay costs and/or attorneys' fees, shall be final, and may be entered as a judgment in any court of competent jurisdiction in San Francisco, California. Each shall have the right to be represented by counsel at any mediation or arbitration if either so desires. Nothing herein shall limit LICENSOR'S right to seek injunctive relief in any court in San Francisco, California to stop any use of the Trademarks beyond the scope of or in breach of this License Agreement. The parties agree to the

jurisdiction of any court in San Francisco, California for the purpose of adjudicating injunctive relief or entering a judgment pursuant to an arbitrator's decision.

16. NO JOINT VENTURE

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

17. ASSIGNABILITY

This Agreement shall bind and be for the benefit of the Parties and their heirs, fiduciaries, successors and assigns, except that the license granted hereunder is personal to LICENSEE and may not be assigned or transferred to any other person, firm, corporation, or entity by any act of LICENSEE or by operation of law without the LICENSOR'S prior written consent, even upon insolvency or dissolution of LICENSEE.

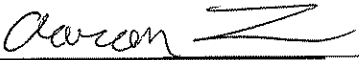
18. GENERAL PROVISIONS.

This is the Parties' entire Agreement. It supersedes any and all prior agreements whether written or oral, and may be amended only by a separate writing. No waiver or amendment, including those by custom, usage of trade or course of dealing, of any provision of this Agreement will be effective unless in writing. One party's waiver of any default or breach under this Agreement by the other shall not constitute a waiver of any subsequent default or breach. The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning, not for or against any party, and without regard to any statutes which provide for the language of an agreement to be construed against the drafter. If any provision of this Agreement is determined to be unenforceable, that provision shall be severed, and all other provisions shall remain in effect. The parties each agree to accept service of process by mail, consent to the jurisdiction of courts in San Francisco, California , and hereby waive any jurisdictional or venue defenses otherwise available to it. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. This Agreement may be signed in counterparts, which together shall constitute one contract. Faxed signatures shall be construed to be as valid as originals


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

FOR LICENSOR:

The Sisters of Perpetual Indulgence, Inc.

By: 
Aaron Lindsey, Board Chair, The Sisters of Perpetual Indulgence, Inc.

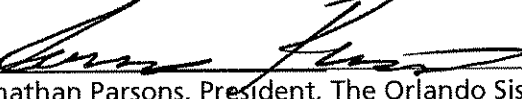
Date: 3/22/2011

By: 
Kevin Hawke, President, The Sisters of Perpetual Indulgence, Inc.


Date: 3-22-2011

FOR LICENSEE:

The Orlando Sisters, Inc.

By: 
Jonathan Parsons, President, The Orlando Sisters, Inc.

Date: 4/26/2011

By: 
Jamie Beverly, Secretary, The Orlando Sisters, Inc.

Date: 4/26/2011

SCHEDULE A

1. Licensed Trademarks

The following Trademarks are the subject of this Agreement:

- ◆ SISTERS OF PERPETUAL INDULGENCE, U.S.P.T.O. Serial No. 78703651 and as that phrase is used in the design mark U.S.P.T.O. Registration No. 2941813, or in common law. No rights are granted in and to the design portion of the mark, and use is not restricted to any particular font.
- ◆ PERPETUAL INDULGENCE, a common law trademark.

2. Licensed Services

The following licensed Services form part of this Agreement:

- ◆ Services as stated in LICENSEE'S Mission Statement (Schedule C); and
- ◆ Charitable fund-raising services in the field of gay rights advocacy, health, and activism; and
- ◆ Educational and entertainment services, namely, organizing and conducting classes, forums, lectures, and programs, in the field of gay rights, human rights, health, and activism, and distributing educational materials in connection therewith; Educational and entertainment services, namely organizing and conducting art exhibits, community events, festivals, parades, street fairs, theatrical performances, musical performances, performance art pieces, parties, and vigils which promote gay rights, human rights, health, and activism; Educational and entertainment services, namely, providing a website on global computer networks featuring information regarding education in the fields of gay rights, human rights, health, and activism; Educational and entertainment services, namely, providing incentives to organizations to demonstrate excellence in the fields of gay rights, human rights, health, and activism through the issuance of awards and grants.

3. Licensed Products

The following Materials and Licensed Products form part of this Agreement:

"Materials" means promotional, collateral, advertising, and other materials on which the Trademarks may be used or may be associated, including but not limited to LICENSEE'S website, letterhead, brochures, event displays, presentation packages, grant applications, broadcast, cable, and satellite radio and television programs, public service announcements, press releases.

"Licensed Products" include, but are not limited to: books, t-shirts, calendars, note cards, fans, posters, tiaras, educational videos and other educational materials in any and all media, films, album covers, CDs, DVDs and other audiovisual media, MP3 or other digital music files.

All advertising, collateral and promotional Materials and Licensed Products, including merchandise tie-ins such as t-shirts or fans, must be used in the course of and to support LICENSEE'S nonprofit project and events. LICENSEE may not grant the right to use the Trademarks to sublicensees to use on products or services for fundraising or other purposes. For example, and without limitation, LICENSEE is not permitted to license use of the Trademarks on commercial clothing or make-up lines even if the royalty revenue generated is used to support LICENSEE'S

nonprofit projects and activities. The Materials and Licensed Products must be used and distributed in and for LICENSEE's own projects and activities.

In order to facilitate fact-checking and accuracy, LICENSEE shall submit educational materials such as books, CDs, DVDs, videos, or films that purport to educate the public about the history or mission of the Sisters of Perpetual Indulgence generally and beyond the specific LICENSEE's geographical territory to LICENSOR at least four (4) months prior to the release date, and shall make changes that LICENSOR requests in order to make the materials more accurate. LICENSEE shall bind any third party retained or licensed to create such materials to this pre-approval provision.

4. Territory

The following shall constitute the Territory:

The Milky Way (*Via Lactea*) galaxy.

5. Term

This Agreement shall commence on the date executed by both parties and shall extend for an initial Term of:

Ten (10) YEARS.

This Agreement may be renewed by mutual agreement for additional ten (10) year extended Terms on the same terms and conditions provided for herein, provided LICENSEE provides written notice of its desire to renew within ninety (90) days prior to expiration of the then in-effect Term.

SCHEDULE B

SPI SF, Inc. Bylaws

[Attached and incorporated herein by reference]

SCHEDULE C

LICENSEE Bylaws

[Attached and incorporated herein by reference]

SCHEDULE D

Exequatur

[Attached and incorporated herein by reference]

SCHEDULE E

Guidelines For Mark Usage

1. SISTERS OF PERPETUAL INDULGENCE

SISTERS OF PERPETUAL INDULGENCE is a registered trademark and must carry the registered trademark symbol (®) the **first** time it is used in any medium. Any subsequent use of the Mark in the same collateral may omit the use of the registered trademark symbol.

This condition applies solely to the specific Mark and does not include any derivatives of the Mark.

No other condition regarding the appearance or placement of the Mark is hereby made.

2. PERPETUAL INDULGENCE

PERPETUAL INDULGENCE is a common law trademark and must carry the trademark symbol (™) the **first** time it is used in any medium. Any subsequent use of the Mark in the same collateral may omit the use of the trademark symbol.

This condition applies solely to the specific Mark and does not include any derivatives of the Mark.

No other condition regarding the appearance or placement of the Mark is hereby made.