

**Exhibit 3****LICENSING AGREEMENT**

THIS LICENSING AGREEMENT (“Agreement”) is entered into and is effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between **Delta Sigma Theta Sorority, Incorporated** (“Delta” or “Licensor”), a not-for-profit corporation organized and existing under the laws of the District of Columbia and having its offices and principal place of business at 1707 New Hampshire Avenue Northwest, Washington, D.C. 20009, and \_\_\_\_\_ (“Licensee”), a corporation organized and existing under the laws of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_.

**WHEREAS**, Delta, a not-for-profit Greek-letter service organization, is the owner of trademarks and service marks as reflected on Schedule A attached hereto and as protected by federal and state common law (“Marks”), and is entitled to the exclusive use of the Marks; and

**WHEREAS**, Licensee desires, and Delta is willing, to grant a license to Licensee to use the Marks on merchandise designed, manufactured and sold by Licensee, provided that Licensee shall confine its sales of such merchandise solely to Delta members and solely at Delta-approved conventions and other events, and shall not offer such merchandise for sale through the internet or other electronic means;

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

**1. Grant of License.** Delta hereby grants Licensee a non-exclusive, non-transferable license (“associated License”) to use in designing, manufacturing, and selling merchandise bearing Delta’s Marks in conformance with this Agreement, which includes Delta’s Operating Guidelines and Code of Conduct (attached as Schedule B hereto, and incorporated by reference herein), and in accordance with any requirements, specifications or standards prescribed by Delta hereunder pertaining to Licensee’s use of Delta’s Marks, it being understood that such specifications or standards are designed only to protect the value of Delta’s Marks.

**2. Ownership of Marks.** Licensee acknowledges the great value of the goodwill associated with Delta’s Marks; that the Marks and all rights and goodwill pertaining thereto belong exclusively to Delta; that all uses of the Marks by Licensee shall inure to the benefit of and be on behalf of Delta; and that Delta retains the right to license the use of the Marks to other parties. Licensee warrants that it will do nothing inconsistent with Delta’s ownership of, or rights or interests in, the Marks, and acknowledges that nothing in this Agreement or the associated License confers on Licensee any right, title or interest in the Marks, other than the right to use them in accordance with the terms and provisions of this Agreement. Licensee further agrees that it will not, during the term of this Agreement or thereafter, attack or contest Delta’s title to or rights or interests in any Mark; that it will not cause anything to be done (by commission or omission) that would in any way impair or tend to impair Delta’s right,

title or interest in any Mark; and that it will not attack or contest the validity or enforceability of this Agreement or the associated License.

**3. Licensee as Vendor: Sale to Delta Members Only.** Licensee is authorized to sell Mark-bearing merchandise as a vendor, subject to the restrictions and conditions, which Licensee expressly acknowledges and agrees to, that (a) it will sell Mark-bearing merchandise only at Delta conventions, Greek letter organization conventions, and other Delta-approved events, or locations, which includes Licensee's store known as College Crib; and (b) it will conduct all such transactions on a face-to-face, in-person basis (*i.e.*, not by catalog or internet); and that Licensee shall make no such sale to any prospective purchaser who fails to verify her Delta membership by means approved in advance by Delta (such as by displaying a valid, current membership card).

**4. Quality Control and Maintenance.**

**a. Standards for Use and Control of Marks.** Licensee agrees to comply with any requirements prescribed by Delta concerning the quality, style, design, and use of each Mark, and to ensure that all merchandise bearing a Mark is designed, manufactured, advertised, marketed, and/or sold in conformance to specifications and standards that Delta may prescribe. Licensee agrees to cooperate with Delta in facilitating the implementation of Delta's requirements, specifications and standards. Licensee agrees that all Marks shall at all times be under the control of Delta. Licensee also agrees not to use any other Greek letters or symbols on merchandise in combination with any Mark without Delta's written permission, or to use any other trademarks or service marks in combination with any Mark without the written approval both of Delta, on the one hand, and the owner(s) of such other trademark(s) and/or service mark(s), on the other.

**b. Maintenance of Standards.** Delta shall have the right to require Licensee to submit samples of its designs for merchandise bearing a Mark, samples of such merchandise manufactured by Licensee, as well as display, and packaging materials, for Delta's inspection as Delta deems necessary, and Licensee shall make its operations reasonably available for Delta's inspection upon Delta's request.

**c. Safeguards against Prohibited Sales.** Licensee represents and warrants that it will put in place and enforce safeguards designed to protect against unauthorized sales of Mark-bearing merchandise. Licensee warrants that it will not allow, participate in or in any way cause or facilitate (by commission or omission, directly or indirectly) any activity making Mark-bearing goods available for purchase by non-members or the public, by resale or otherwise. Licensee further warrants that it will notify Delta of any circumventions of Delta's sales restrictions herein that come to Licensee's attention, including but not limited to any diversion of Mark-bearing goods to unlicensed vendors for unrestricted sale, attempted purchases in quantities indicating an intent to resell (which Licensee agrees to disallow), and any suspected misuse or falsification of Delta membership materials.

**5. Rights Reserved by Delta.** Licensee acknowledges Delta's right to undertake actions it deems appropriate to protect its Marks, including the right:

**a.** To restrict or prohibit any Licensee activity deemed by Delta to be an unauthorized use of a Mark hereunder, which would include failures by Licensee to conform to Delta's requirements, specifications or standards prescribed hereunder in Licensee's design, manufacturing, packaging, advertising, marketing, promotion, display or sale of merchandise bearing a Mark;

**b.** To inspect Licensee's books and records documenting Licensee's business activities and transactions pursuant to this Agreement and associated License, including income and/or sales tax returns filed by Licensee for the period(s) (including any part thereof) during which Licensee has been granted a license to use Delta Marks; and

**c.** To communicate with Delta members without restriction regarding its Marks and any uses thereof, including the circulation of lists of manufacturers and/or vendors authorized by Delta to use its Mark(s).

**6. Representations and Warranties by Licensee.** Licensee represents and warrants:

**a.** That it will guarantee all Mark-bearing merchandise it distributes and sells, and that it will make an acceptable adjustment to any dissatisfied purchaser within sixty (60) days of the date of purchase;

**b.** That it will generate and keep, for a minimum period of three years following termination of this Agreement, complete and accurate records and books relating in any way to this Agreement or to Licensee's use of any Mark, including all records of sales of merchandise bearing a Mark under this Agreement, and make such records available for inspection upon Delta's request;

**c.** That it will not at any time sell, transfer, assign or otherwise convey (or attempt to convey by any means) the associated License or any rights thereunder to any other individual, partnership, joint venture, corporation, company, organization or entity without the express written authorization of Delta;

**d.** That it will not disclose, share, or provide copies of any Mark to anyone other than Licensee's employees or contractors who have a demonstrable need to know and who have a binding agreement with Licensee to protect the Marks against unauthorized use;

**e.** That it will display the associated License at all times when marketing, displaying or selling Mark-bearing merchandise, at its store known as College

Crib, as a Vendor, at conventions, and at other events for members of Greek-letter service organizations; and

f. That it will comply with all provisions of Delta's Code of Conduct and Guidelines (incorporated herein), and with all federal, state and local laws applicable to its business.

7. **Infringement.** Licensee agrees to notify Delta promptly of any infringement, imitation of a Mark, or any other unauthorized use of a Mark, by any person or entity of which Licensee becomes aware. In all such instances, Delta shall have the sole right to determine whether any action shall be taken in response thereto, which may include seeking relief through infringement or unfair competition proceedings or otherwise, and Licensee agrees that it will cooperate with Delta in any enforcement action or effort that Delta may undertake to protect its rights.

8. **Equitable Relief.** Licensee acknowledges and agrees that any unauthorized use by it of any Delta Mark will cause irreparable harm and significant injury to Delta; that damages from such harm or injury would be difficult to determine on a prompt basis; and that Delta shall be entitled to immediate equitable relief from such unauthorized use, by way of temporary and/or permanent injunction, in addition to other rights and remedies that Delta may have.

## 9. **Liability; Indemnification**

a. **Liability.** Delta assumes no liability to Licensee or any third party arising from the quality, performance or other characteristics of merchandise designed, manufactured, or sold by Licensee.

b. **Indemnification.** Throughout the period from the inception of this Agreement until three years following its termination, Licensee agrees to indemnify and hold harmless Delta, its officers, Executive Board members, agents and employees from and against any and all losses, demands, claims, damages to persons or property, and liabilities, including reasonable attorneys' fees, arising out of or relating to claims by third parties for defects from, or damages or injuries sustained in connection with, Licensee's design, manufacture, sale or use of merchandise bearing a Delta Mark.

10. **Relationship of the Parties.** This Agreement creates no agency relationship between the parties hereto and nothing herein is intended, nor shall be construed or implied, to place the parties in the relationship of partners, joint venturers, or franchisor/franchisee, and Licensee shall have no power to obligate or bind Delta in any manner whatsoever. However, Licensee shall be considered a "related company" within the meaning of 15 U.S.C. § 1127 solely for purposes of establishing Delta's trademark rights in the Marks in connection with Licensee's use thereof, and Licensee's uses of the Marks shall inure to the benefit of Delta.

**11. Term of Agreement and Publication of Non-Renewal.**

**a. Term of Agreement.** The term of this Agreement and the associated License hereby granted shall be effective from the date of execution of this Agreement and shall continue for a term of one year or two years, unless sooner terminated pursuant to the “Termination” provisions set forth in the Agreement, at which point all rights licensed hereby shall cease immediately. Upon expiration of the initial term, this Agreement and the associated License may be extended for an additional term by mutual agreement of the parties, as reflected by payment of the applicable fee by the Licensee and confirmation of receipt of the fee by Delta.

**b. Publication of Non-Renewal.** Licensee understands and agrees that Delta has the right to and may, in its sole discretion and without recourse by Licensee, publicize the non-renewal of the Agreement in the most convenient medium, including posting the fact of the non-renewal and the reason for the non-renewal on Delta’s website.

**12. Fees.**

Licensee shall pay to Delta on a biennial or annual basis the following fees: a) biennially, a fee of \_\_\_\_\_ for a vendor; b) an annual fee of \_\_\_\_\_ for a vendor; c) an annual fee of \_\_\_\_\_ - \_\_\_\_\_ for manufactures or distributors.

**13. Termination.**

**a. Right to Terminate.**

**i.** Delta may terminate this Agreement upon written notice to Licensee, in the event Delta receives notice that Licensee plans to cease operating;

**ii.** Delta may terminate this Agreement immediately upon Licensee’s breach of this Agreement (including the incorporated Guidelines and Code of Conduct) by unauthorized use of any Mark – any of such as violation of Section 7 of the Code of Conduct with respect to the design, marketing, advertising, promotion, display or sale of such merchandise – or by otherwise failing to meet its obligations under this Agreement;

**iii.** Licensee may terminate this Agreement at any time upon written notice to Delta of Licensee’s cessation of its use of all Marks.

**b. Effect of Termination.**

**i. Cessation of License and Licensee’s Rights.** If this Agreement is terminated for any reason, the associated License and all rights granted to Licensee hereunder shall immediately cease to exist; Licensee shall immediately stop manufacturing, making or producing merchandise or other materials using any Mark (including advertising, promotional, and display materials), and all sales of Mark-bearing merchandise; and Licensee shall send to Delta or destroy all such merchandise and materials, as Delta directs, unless Delta in its sole discretion grants Licensee , in writing, a “continuation period” of sixty (60) days following termination during which Licensee

may sell its remaining inventory of such merchandise in accordance with terms and conditions prescribed by Delta. If termination is pursuant to an order of a court or government agency, however, Delta shall not authorize any such post-termination use of any Mark.

**ii. Fees; Royalties.** Licensee shall not be entitled to a refund of fees (or any portion thereof) upon termination of this Agreement, irrespective of the timing of termination (*i.e.*, whether termination occurs one month or eleven months after the fee has been paid and the associated License issued). Upon termination of this Agreement, notwithstanding anything to the contrary herein, any royalties on sales theretofore made shall become immediately due and payable. In the event Delta authorizes a 60-day post-termination “continuation period” for Licensee’s sale of remaining inventory, any royalties accruing during such period shall be due and payable in two installments, which shall be at the end of each 30-day interval in which the sale occurred. Delta’s rights hereunder to verify, challenge, and obtain full payment of all royalties will continue in effect, irrespective of termination of this Agreement, until Delta informs Licensee of its satisfaction.

**14. Notices.** Any Notice hereunder shall be given to the individuals identified below as proper recipients of such Notices, at the respective address set forth for each such individual, unless a change of address (or change of recipient) has been provided to the other party as prescribed herein. To be effective under this Agreement, Notice must be given by certified or registered mail, return receipt requested; or by overnight delivery, with a signature confirming receipt; or by facsimile with transmission verifiable. Notice of a change of address (or authorized recipient) shall be deemed effective upon delivery. Authorized recipients (with addresses) of any Notice given pursuant to this Agreement are:

For Delta:

For Licensee:

\_\_\_\_\_  
Roseline McKinney  
Executive Director  
Delta Sigma Theta Sorority, Inc.  
1707 New Hampshire Avenue, NW  
Washington D.C. 20009

\_\_\_\_\_  
Name and Title \_\_\_\_\_  
Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(202) 986-2513 (facsimile)

Facsimile: \_\_\_\_\_

**15. No Waiver:** No term or provision of this Agreement can be waived or modified except by written agreement executed by both parties. No waiver shall be implied from conduct, whether or not prolonged or repeated; nor shall any waiver of one

term or provision of this Agreement be considered a waiver of any other term or provision.

**16. No Transfer or Assignment.** The associated License is granted solely to Licensee, and no other person, entity or party other than Licensee and Delta shall be deemed to have acquired any rights by reason of anything contained in this Agreement. Neither this Agreement nor the associated License granted under it are transferable or assignable to any other party without Delta's prior written consent. Licensee may not sublicense or otherwise convey in any manner any rights granted to Licensee hereunder, without Delta's written consent.

**17. Entire Agreement.** This Agreement (including the incorporated Code of Conduct and Guidelines) constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, promises, discussions, negotiations, agreements or writings are superseded hereby. The terms of this Agreement and the associated License shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

**18. Choice of Law; Forum; Jurisdiction.** This Agreement and the parties rights and obligations hereunder shall be construed and interpreted in accordance with the laws of the District of Columbia and applicable federal law. The parties agree to bring any action or proceeding relating to this Agreement, its interpretation, performance or breach, and/or the parties' respective rights and obligations relating to it, shall be brought in the federal or local courts in the District of Columbia and in no other forum. In any such action or proceeding brought against LICENSEE in a District of Columbia court, LICENSEE expressly submits to and waives any objection to personal jurisdiction and venue.

**19. Severability.** The provisions of this Agreement (including incorporated documents) are severable, such that a court's finding that any provision is invalid shall not operate or be construed to invalidate the balance of this Agreement's provisions, which shall continue to remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto, by signature of their duly authorized representatives below, execute this Agreement effective as of the date set forth above.

**[The Next Page is the Signature Page]**

**Delta Sigma Theta Sorority, Inc.:**

\_\_\_\_\_  
By: Roseline McKinney  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Print Name and Title

\_\_\_\_\_  
Signature



**SCHEDULE A  
DELTA SIGMA THETA SORORITY, INC.  
LIST OF REGISTERED TRADEMARKS AND SERVICE MARKS**

<b><u>MARK</u></b>	<b><u>DESCRIPTION/NAME</u></b>	<b><u>REG.NO.</u></b>
Delta Minerva Crest	Symbol of Crest	3,465,351 2,199,610
Delta Sigma Theta	Word mark	3,407,876
Delta Sigma Theta Greek Letters	<b>ΔΣΘ</b>	3,416,699 2,201,178
Delta Sigma Theta	Financial Fortitude For The Total Woman Stylized Logo	3,394,029
Delta Sigma Theta	Financial Fortitude For The Total Woman- Word Mark	3,390,752
Delta Sigma Theta	Financial Fortitude Word Mark	3,491,039
Delta Sigma Theta GEMS	Logo Mark	3,492,176
Delta Sigma Theta	The Total Woman: Mind, Body& Spirit Logo	3,492,511
Delta GEMS	Word Mark	3,495,424
Delta Torch	Symbol of Torch	3,557,212
Delta Sigma Theta Sorority, Inc.	Word Mark	2,197,647

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**DELTA SIGMA THETA SORORITY, INC.**  
**OPERATING GUIDELINES AND CODE OF CONDUCT FOR VENDORS**

Delta Sigma Theta Sorority, Incorporated (“Delta” or “Sorority”) has developed these Operating Guidelines and this Code of Conduct (“Code”) to provide certified vendors with a clear understanding of Delta’s policies concerning the sale of paraphernalia or any merchandise imprinted, emblazoned, embossed, or stamped with (collectively “bearing”) Delta’s trademarks or service marks (collectively “Marks” or Delta “merchandise”). Any questions about the policies expressed in this Code should be directed to Delta’s Intellectual Property Specialist: Nicole Lenon at 202-986-2400, ext 399.

**This Code is incorporated into and made a part of the License Agreement that must be executed before any vendor may design, market, or sell merchandise bearing Delta’s Marks. PLEASE READ THIS CODE BEFORE SIGNING THE LICENSE AGREEMENT.**

**DEFINITION**

**Certified Vendors** are those individuals and businesses with whom Delta has entered into a contract (License Agreement) signed by the Vendor and the National President or Executive Director of Delta authorizing the vendor to use Delta’s Marks on merchandise to be manufactured, sold, displayed and/or distributed to *members* of Delta.

**~~FEES; RULES AND REGULATIONS~~**

**1. Fees for Certified Vendors.** Certified vendors shall pay an annual or biennial fee for the opportunity to market, display or sell merchandise pursuant to the License Agreement.

**2. Appropriate Venues.** Certified vendors shall sell merchandise bearing Delta’s Marks only at approved Sorority public functions. Approved Sorority functions include direct sales to individual *members* of Delta at Regional Conferences, National Conventions, State and Local Meetings, and/or other Sorority Exhibit Trade Shows.

**3. Inappropriate Venues.** Sales from hotel rooms or other non-designated public space(s) during any approved Delta function are strictly prohibited. A vendor’s License may be revoked if it is determined that the vendor has been or is selling from such sites.

**4. License Non-Transferable.** In no event shall any vendor sell, transfer or assign its/his/her vendor’s License to any other individual, partnership(s), joint venture, for profit business corporation, non-profit organization, or any other entity, without written consent from the Sorority. Violation of this policy will lead to termination of the License and the authorizing License Agreement and other legal actions at the discretion of the Sorority.

**5. Merchandise Approval Required.** Vendors are authorized to sell only merchandise that Delta has approved. The Sorority reserves the right to withdraw the License and associated License Agreement of any vendor that violates the License Agreement or Delta’s policies and procedures.

**6. Quality of Merchandise.** All paraphernalia and merchandise bearing Delta's Marks shall be of good quality and shall be presented in good taste and in the highest professional standards. Samples of all merchandise to be designed, sold, or marketed must be submitted to Delta before any design, sale, or marketing of any such merchandise.

**7. Non-Disparagement of Other Fraternal Organizations.** The Sorority will not allow at any Delta event the sale or display of merchandise that disparages other fraternal or social organizations in any way, including the use of negative images, terms, phrases, or sayings on the merchandise.

**8. Specifications for Using the Mark.**

**a. Use of Delta's Name.** No vendor shall use the name Delta Sigma Theta Sorority, Inc. or any derivative or shorten version of it or any other Delta Mark with sayings, phrases, or artistic renditions unless the vendor has obtained advance written approval from the National President, the Executive Director, or the Intellectual Property Specialist of Delta.

**b. Use of Founders' Picture.** No vendor shall use any pictures of the Founders of Delta on any merchandise or paraphernalia unless the vendor has obtained advance written approval from the National President, the Executive Director, or the Intellectual Property Specialist of Delta. Although the following shall not constitute approval for use, vendors should note that the Founders' pictures should be used only on official documents or posters and wall hangings. Their pictures shall never be used casually, such as on T-shirts or other clothing, tote bags, puzzles, screen savers, umbrellas, rugs, throws or afghans, and related types of items.

**c. Use of Greek Letters.** The Greek letters of Delta Sigma Theta should always be of equal proportion. They should not be distorted.

**d. Use of Images Associated with Delta.** The elephant and duck are not official symbols of Delta and should not be used with official symbols or with Delta's name.

**e. Use of TT'BOD.** The letters TT'BOD should not be used on any paraphernalia or merchandise at any time.

**9. Only Direct In-Person Sales.** Vendors shall not sell or market paraphernalia or merchandise bearing Delta Marks through *catalogues, Internet, other mail order systems*, or other mechanisms that are available to the general public. Vendors are authorized to sell only to members and only at approved Sorority functions.

**10. Display of License.** The vendor shall display the Vendor's License at all times when selling paraphernalia and merchandise bearing Delta Marks.

**11. No Degrading Use.** No Delta Marks, including any form of Delta's name, its Greek letters, or any of its other symbols shall be used on alcohol or tobacco containers, on personal checks, in casket linings, or upon tombstones.

## **DELTA'S CUSTOMS AND TRADITIONS**

1. The official flower of the Sorority is the Violet. The color of the violet is purple. The African violet and artificial violets are approved substitutes.
2. The official colors of the Sorority are crimson and cream. Red and white are the only acceptable substitutes. The colors for the crest are to be crimson and cream or red and white. Yellow and gold are not appropriate substitutes for cream.
3. The official public motto is "Intelligence is the Torch of Wisdom."
4. Delta's emblem is the Goddess Minerva (Pallas Athena), Goddess of Wisdom.
5. No individual Delta member may authorize the use of the Founders' pictures or any Delta Mark.

## **VENDOR CODE OF CONDUCT**

As a vendor of Delta Sigma Theta Sorority, Incorporated you are expected to:

- maintain the highest standards of professional and personal conduct;
- supply the best quality materials and items for sale to Sorority members;
- refrain from any type of inappropriate or unwelcome solicitation during Sorority-sponsored events;
- comply with rules and regulations established by the Sorority;
- comply with the terms of the License Agreement;
- verify that any manufacturer/vendor offering Delta merchandise for sale or resale is a certified vendor, as that term is defined in this document; and
- contact the Sorority's Intellectual Property Specialist, or her designee, if at anytime you have questions or need clarification on any matter related to being a vendor of merchandise bearing Delta's Marks.

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