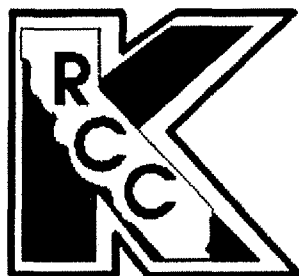


# **EXHIBIT 1**

# United States of America

United States Patent and Trademark Office



**Reg. No. 4,487,589**

**Registered Feb. 25, 2014**

RABBINICAL COUNCIL OF CALIFORNIA (CALIFORNIA NON-PROFIT CORPORATION)  
3780 WILSHIRE BLVD., #420  
LOS ANGELES, CA 90010

**CERTIFICATION MARK**

FOR: KOSHER FOODS, BEVERAGES AND FOOD PRODUCTS, IN CLASS A (U.S. CL. A).

**PRINCIPAL REGISTER**

FIRST USE 5-0-2007; IN COMMERCE 5-0-2007.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "K", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A STYLIZED LETTER "K" WITH THE LETTERS "RCC" GOING DOWNWARD FROM THE TOP LEFT HAND PORTION OF THE "K" TO THE BOTTOM RIGHT HAND PORTION OF THE "K" AND A DESIGN RESEMBLING THE SHAPE OF CALIFORNIA WITHIN THE LETTER "K".

THE CERTIFICATION MARK, AS USED BY AUTHORIZED PERSONS, CERTIFIES THAT THE FOODS, BEVERAGES AND FOOD PRODUCTS ON WHICH THE MARK IS PLACED ARE IN COMPLIANCE WITH KOSHER DIETARY FOODS AND BEVERAGE PREPARATION STANDARDS.

SER. NO. 85-936,931, FILED 5-20-2013.

MARGARET POWER, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

## **EXHIBIT 2**

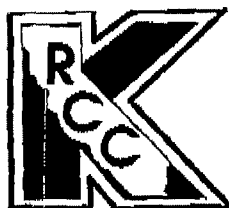
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RCC



**Rabbinical Council of California**

3780 Wilshire Blvd Suite 420

Los Angeles, CA. 90010

Phone: 213-389-3382 562-286-5235

www.rccvaad.org

DATE: November 14, 2006

Agreement entered into between **Schwartz Bakery and Cafe**, hereinafter known as The Establishment, and the **RABBINICAL COUNCIL OF CALIFORNIA**, hereinafter known as **THE RCC**.

WITNESSETH

1. WHEREAS The Establishment is operating as a **Bakery and Cafe**, located at 8622 W. Pico Blvd. Los Angeles, CA 90035, and wishes to have THE RCC supervise the Kashruth of its establishment, and whereas THE RCC agrees to grant such supervision and endorsement, it is stipulated as follows:
2. That The Establishment agrees to abide by all the regulations and instructions of The RCC as to source of supply, procedures and all other matters pertaining to Kashruth, and the observance of all Jewish law in the operation of the aforementioned establishment.
3. The Establishment agrees to pay The RCC from the date of opening, in quarterly payments of \$ 450, due payable at the beginning of every quarter. A set up fee of \$200 is payable at time of signing of the contract. This rate is guaranteed until December 31, 2007.
4. This agreement shall only be valid as long as the certificate of kashrut is valid. The kashrut certificate shall be renewed every ninety days from the date of issuance. Non-renewal of the Kashrut certificate by the RCC or the Establishment shall render this agreement null and void. The establishment shall remain responsible for any outstanding dues or Mashgiach fees owed to the RCC or its Mashgichim.
5. The Teudat Hechsher (Certificate of Kashruth) remains the property of The RCC and may be withdrawn at any time, even prior to the expiration of this contract, for non-compliance of Kashruth, Shabbos and all other Halachic regulations as set forth by The RCC, or for non-payment of fees.
6. In the event The Establishment or any of its principal officers are convicted of any crimes of moral turpitude or of any significant violation of local, state or federal health and sanitation codes, The RCC shall have the right to terminate this agreement without any liability for damages.

7. The business will maintain integrity in its dealings with customers and suppliers. Failure to maintain good standing in the community will be considered cause for withdrawal of supervision.
8. The RCC shall appoint representatives who shall visit The Establishment at intervals set forth by The RCC and The Establishment shall permit any authorized personnel of The RCC, access to all its facilities and to its records pertaining to sources of supply.
9. All foods made or sold at this facility contain only ingredients approved by RCC. No substitution of meats, foods, ingredients may be done without specific written approval of RCC. RCC certification will be withdrawn if improper substitutions are made. All ready made products sold or used on the premises must be accepted as Kosher under reliable supervision as decided upon by RCC.
10. The RCC shall establish the type and hours of supervision as it sees fit, including the determination of a need for Mashgiach T'midi (permanent Mashgiach). Such Mashgiach shall be paid no less than \$15.00 per hour. All Employment and tax laws pertaining to the Mashgiach shall be the Establishment's responsibility.
11. In the event of a breach of contract or withdrawal of the Hechsher The RCC retains the right to inform members, as well as the community at large, of the termination of contract.
12. The Establishment will notify The RCC in advance of any proposed change in the ownership of the Establishment. This agreement may not be assigned to the new owners, and they are to be notified that a new application may be required. The Establishment shall pay its dues in full prior to any transfer or make acceptable arrangements with new owners.
13. The Establishment will be maintained and the staff dressed in a manner befitting the certification of The RCC, and no displays, entertainment or advertisements will be displayed or published containing any materials offensive to the religious standards of The RCC. No notices of Kashruth may be displayed without RCC approval.
14. Any food prepared for outside use shall be packaged in a manner guaranteeing their Kashrus and shall bear an insignia of The RCC.
15. It is agreed that The Establishment will be closed on the Sabbath and Jewish holidays: Rosh Hashannah, Yom Kippur, Shavuoth, Pesach and Succoth. During the intermediate days of Succoth the facility can be open. The Establishment shall be closed for the entire eight days of Pesach and the day prior unless authorization is granted by The RCC under guidelines set by The RCC. The Establishment will close no later than one and a half hours before Sabbath and Yom Tov, and will open no earlier than one hour after their conclusion.
16. The Cafe shall be closed for the entire day of Tisha B'Av from sunset to one hour after sunset. No customers shall be served or be present after a half an hour prior to the beginning of the Tisha B'Av fast.

- 17. The Bakery shall operate on Tisha B'Av under standard practices of Kosher bakeries.
- 18. The Restaurant will provide for the ritual washing of the hands ( Netilas Yodaim ).
- 19. Challah must be taken when necessary, and ovens or other cooking apparatus are to be lit only by a Sabbath observer.
- 20. All adverts of The Establishment must bear the statement "under RCC supervision" or have the RCC logo on the packaging.
- 21. The proprietor may not make a gift of any kind to the " Mashgiach " or any other RCC employee.
- 22. The RCC reserves the right to revise standards of Kashrut and make any necessary changes and updates at any time. The proprietor may then choose to leave the RCC at that time and waives all rights and claims to any damages whatsoever that may subsequently ensue.
- 23. Prior to catering, the establishment must inform the RCC of all their catering activities as soon as they are booked, in writing. Failure to inform will carry a penalty of \$250.00 per violation. Saturday night booking should be only with prior approval of the RCC.
- 24. Failure to comply with any of the above, can result in the removal of the Kashrut Certification.
- 25. The Establishment may do private labeling for other manufacturers only with written permission of the RCC. A special contract is necessary for such private labeling between the RCC and the client.
- 26. Either party has the right to rescind this agreement for any reason with a written notice of not less than 90 days.
- 27. In case of termination of this contract, The Establishment shall immediately cease using any form of RCC endorsement. All packaging bearing RCC logo shall be either destroyed or the RCC symbol shall be excised there in the presence of an RCC representative within 10 days.

AGREEMENT signed this 1/3 of 1, 2006 2007

  
\_\_\_\_\_  
For The Establishment,

\_\_\_\_\_  
Director of Kashrut Services, RCC, R' Yakov Vann

## **EXHIBIT 3**





CIRCA RESTAURANT  
**Schwartz**  
BAKERY  
SINCE 1954  
CHOLOV YISROEL



8622 St. Louis Blvd. Suite 100  
433 N. Fairfax Ave.  
570