

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Red Magen David For Israel		09/12/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Magen David Adom In Israel
Street Address:	60 Yigal Alon Street
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	67062
Entity Type:	CORPORATION: ISRAEL

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1306332	
Registration Number:	1795257	ARMDI
Registration Number:	1916775	AMERICAN RED MAGEN DAVID FOR ISRAEL
Registration Number:	2368314	MAGEN DAVID ADOM
Serial Number:	78144308	AMERICAN FRIENDS OF MAGEN DAVID ADOM
Serial Number:	78144329	AMERICAN MAGEN DAVID ADOM
Serial Number:	78144335	MAGEN DAVID ADOM AMERICA
Serial Number:	78144318	AMERICAN FRIENDS OF MAGEN DAVID ADOM IN ISRAEL

CORRESPONDENCE DATA

Fax Number: (212)575-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-790-9200
 Email: trademark@cll.com
 Correspondent Name: Joel Karni Schmidt

OP \$215.00 1306332

Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 27915/JKS/GTA

DOMESTIC REPRESENTATIVE

Name: Joel Karni Schmidt
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Joel Karni Schmidt

Signature: /Joel Karni Schmidt/

Date: 05/15/2008

Total Attachments: 16

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DECLARATION

The undersigned, Magen David Adom in Israel ("MDA"), does hereby state and declare as follows:

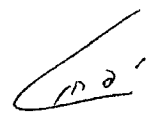
1. MDA is making this declaration to explain the facts relating to the assignment of the registrations and applications listed in Schedule A and the marks covered therein and thereby (the "Trademarks"), from **AMERICAN RED MAGEN DAVID FOR ISRAEL**, now known as American Friends of Magen David Adom, a New York not-for-profit corporation ("AF") to **MAGEN DAVID ADOM IN ISRAEL** on or about September 12, 2003.

2. MDA and AF entered into a series of agreements on September 12, 2003 in which AF duly assigned and transferred to MDA the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

3. This Declaration and the exhibits attached hereto are being filed in lieu of a copy of the assignment executed by AF, as that assignment document has not been located. MDA has not been able to obtain a replacement assignment document signed by AF.

4. MDA has at all times since at least as early as September 12, 2003 owned the Trademarks with the full knowledge of AF. A copy of an Agreement between MDA and AF dated September 12, 2003 (the "Cooperation Agreement") is attached as Exhibit A. In paragraph 2.1 of the Cooperation Agreement, AF specifically acknowledges MDA's rights in RED MAGEN DAVID and MAGEN DAVID ADOM and admits that its use of those marks in the past was made with MDA's permission. In addition, AF declares in paragraph 2.2 of the Cooperation Agreement that it has no claims regarding those marks and will assign the rights and ownership to MDA and will take all necessary steps upon signing the agreement to transfer the marks to MDA.

5. Further, on September 12, 2003, MDA, as licensor, and AF, as licensee, entered into a License Agreement for the exclusive right to use the Trademarks in the United States (the "License Agreement"). A copy of the License Agreement is attached as Exhibit B. The first WHEREAS clause of the License Agreement states MDA "is the owner by assignment of the marks covered by the U.S. trademark registrations and applications set forth on Exhibit A (hereinafter the 'Marks')." Exhibit A to the License Agreement specifically lists the Trademarks set forth on Schedule A to this Declaration. Paragraph 5.2 of the License Agreement states that "the parties acknowledge and agree that all uses of the Marks by AF or its sublicensees hereunder shall inure to the benefit" of MDA.

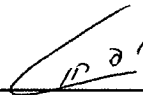


6. Thus, the foregoing documents attached as Exhibits A and B hereto conclusively establish that MDA is the owner (by assignment from AF effective on or about September 12, 2003) of the Trademarks and the goodwill of the business symbolized by the Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of May 14, 2008.

MAGEN DAVID ADOM IN ISRAEL

By: _____



Name: Noam Yifrach

Title: Chairman, Executive Committee

SCHEDULE A

Trademark	Registration/Application No.	Date
MAGEN DAVID ADOM	2368314	July 18, 2000
STAR OF DAVID DESIGN	1306332	November 20, 1984
AMERICAN FRIENDS OF MAGEN DAVID ADOM	3056081	January 31, 2006
AMERICAN RED MAGEN DAVID FOR ISRAEL	1916775	September 5, 1995
ARMDI	1795257	September 28, 1993
MAGEN DAVID ADOM AMERICA	78-144335	July 16, 2002
AMERICAN MAGEN DAVID ADOM	78-144329	July 16, 2002
AMERICAN FRIENDS OF MAGEN DAVID ADOM IN ISRAEL	78-144318	July 16, 2002

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EXHIBIT A

AGREEMENT

Between

American Friends of Magen David Adom (hereinafter "AF")

And

Magen David Adom in Israel (hereinafter "MDA")

Signed on September 12, 2003

Whereas it was agreed between the parties hereto that an Agreement shall be signed between them in order to describe the legal relations between the parties;

NOW THEREFORE THIS PRESENT WITNESS.

1 AF's undertakings:

1.1 AF hereby undertakes as follows:

- 1.1.1 to act as a nationwide organization for the purpose of fund raising for MDA in the territory of the United States of America (hereinafter "The Territory").
- 1.1.2 To make its best endeavors to meet the needs of MDA as defined by MDA from time to time.
- 1.1.3 To coordinate with MDA special projects for which AF will raise funds and which will be designated by AF as "special projects".
- 1.1.4 Not to deal in any other business apart from raising funds for MDA, unless MDA agrees to such activity, in writing and in advance.
- 1.1.5 Not to amend its charter and by laws in any manner which may be inconsistent with MDA's interests without a prior written consent by MDA.
- 1.1.6 To give MDA free access to its accounts, to allow MDA to receive directly from AF's treasurer and / or accountants any and all information and copies of documents requested in writing.
- 1.1.7 To transfer to MDA directly or indirectly all monies collected by AF after deducting there from direct transfers to vendors, the value of equipment transferred to MDA and the allowed expenses actually paid or foreseen (including an amount for an administrative reserve of up to six months of operations) as defined hereinafter, and after making the provision for "special funds" as hereinafter defined.

1.1.8 In this Agreement, "allowed expenses" means the direct and indirect expenses, including general overhead all together (not including legal expenses related to defending and or implementing this agreement) not to exceed 27.5% of the monies collected by AF. In this Agreement "special funds" shall mean those funds which are allocated to Special Projects as defined above, which must be kept for future investments, in accordance with the budget agreed between the parties hereto for each project. In no event shall allowed expenses exceed the amount described herein unless by agreement between the parties.

2 The Trade Names

- 2.1. AF hereby declares and acknowledges the rights of MDA to and the ownership of the Trade Names in which the words "Red Magen David", "Magen David Adom" or "MDA", are included. Consequently, AF admits that the use in such names in the past by AF was made according to the permission of MDA.
- 2.2. AF hereby declares that it has no claims regarding said names and it will assign the rights and the ownership in such names to MDA free of any charge, and it will take all the necessary steps immediately upon the signing of this agreement to transfer the Trade Names specified in Appendix A attached hereto under the name of MDA with the Patents and Trade names Office.

3 Direct Contributions to MDA

- 3.1 MDA will be allowed to accept direct contributions from US contributors without limitation, donations through a will and / or testament.
- 3.2 The aforesaid in clause 3.1 shall apply to institutional donations as well, namely, donations given directly to MDA Israel by public institutions such as government or government agencies, the Red Cross, the Jewish Agency, Jewish Federation and the like.
- 3.3 MDA hereby appoints and authorizes AF to appear in its name and / or in the name of MDA in any and all matters concerning a US will, testament, gift or trust in which MDA or AF, or derivative of either name, is named as a beneficiary, and to collect funds derived there from, except that, in the event that there is any US bequest expressly naming "Magen David Adom in Israel", "Magen David Adom" or "Magen David Adom in Israeli, 888 Seventh Avenue", as a beneficiary, AF shall so advise MDA, and MDA, at its option, may appoint its own counsel to pursue its interests; however, MDA will expeditiously advise AF of MDA's appointment of counsel. AF shall inform MDA about any will in which MDA is so named as a beneficiary. Upon

collection by AF of a bequest, the funds shall be transferred to MDA expeditiously within the context of this agreement.

4 MDA Undertakings

- 4.1 Subject to the aforesaid in clause 4 above, MDA hereby grants to AF the exclusive right to raise funds in the US for MDA
- 4.2 MDA grants to AF an exclusive license to use the trade names referenced in 3.3 above in accordance with a separate license agreement of even date
- 4.3 MDA will not allow any other person or organization in the US to deal in fund raising for MDA.
- 4.4 MDA shall allow representatives of AF to examine and follow projects of MDA which are financed by contributions of AF.
- 4.5 MDA shall make its best endeavors to help AF to manage its activities through its regions and chapters, provided its activities will be according to the By Laws of AF, as may be amended from time to time. A copy of the present version is attached.

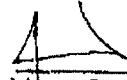
5 The Term of This Agreement

This Agreement shall be effective as of the Effective Date, and shall continue for seven periods of seven years each. Without derogation from any remedies or rights which each party may be entitled to by law, at least six (6) months prior to the end of any 7 year period, MDA may notify AF in writing of its intention to cancel this Agreement provided MDA has good reason to do so. As hereinafter defined "good reason" shall include:

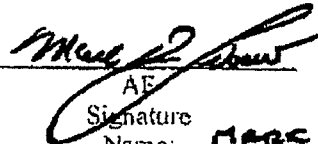
- 5.1 a significant reduction in the amount of income collected from fund raising for MDA in any fiscal year.
- 5.1(a) a significant reduction shall mean a decrease in the amount of income collected in said fiscal year in comparison to the amount collected over the average of the immediately preceding three fiscal years by thirty five (35) percent or more.
- 5.1(b) For purpose of calculating both income and averages described in 5.1 above, there shall not be included in such calculations income related to or derived from extraordinary events including peace, war, increased or decreased hostilities or economic crisis in the US or elsewhere, that may substantially affect the stream of income and amount of contributions. Special bequests and unusually large donation in excess of US\$ 250,000 shall be included in determining income for individual years but not averages of said income.

- 5.2 In the event of the failure of MDA to notify AF in accordance with this paragraph 5, the license agreement shall automatically be extended for the next seven-year term without further action by either party.
- 5.3 Notwithstanding any of the foregoing and without awaiting a period of six month before expiration of any 7 year term MDA may send AF a notice of termination or cancellation in the event of any of the following special reasons:
- a. The filing of a petition in bankruptcy again AF which is not dismissed within 90 days;
 - b. The loss of SOI (c) (3) status by AF not restored within 90 days .
Loss by embezzlement of any amount exceeding US\$ 100,000 not covered by insurance.
- 5.4 In the event that AF disputes a notice from MDA advising of MDA's intention for good and/ or special reason to terminate and / or not to extend the term of the license, AF shall communicate in writing to MDA by courier, signature required, e-mail and fax that it disputes the existence of reasons to terminate or not extend the agreement. In such event the dispute shall be submitted to arbitration before a three-member panel selected by the American Arbitration Association with all expenses to be shared equally, each side to pay its own attorneys fees. The arbitrators shall have as the sole question before them whether MDA had good cause under the agreement herein to cancel or terminate the license agreement. Pending the decision of the arbitrators the license shall continue in full force and effect as if the notice of termination or cancellation had not been sent.

In witness thereof, the undersigned have duly executed this Agreement as of the date set forth above:



 Magen David Adom
 Name: Yochanan Gur
 Signature: Chairman
 Position :Executive Committee



 AF
 Signature
 Name: MARC D. LELOW
 Position PRESIDENT

Red Star of David Logo	1,306,332	November 20, 1984
AF	1,795,257	September 28, 1993
AMERICAN RED MAGEN DAVID FOR ISRAEL	1,916,775	September 5, 1995
MAGEN DAVID ADOM	2,368,314	July 5, 2000
AMERICAN FRIENDS OF MAGEN DAVID ADOM	78/144,308	July 16, 2002
AMERICAN MAGEN DAVID ADOM	78/144,329	July 16, 2002
MAGEN DAVID ADOM AMERICA	78/144,335	July 16, 2002
AMERICAN FRIENDS OF MAGEN DAVID ADOM IN ISRAEL	78/144,318	July 16, 2002

EXHIBIT B

TRADEMARK

LICENSE

AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement") is made this 12th day of ~~August~~ 2003, by and between American Friends of Magen David Adom in Israel (formerly ARMDI), a not-for-profit corporation of the State of New York having an address at 888 Seventh Avenue, New York, New York 10106 USA ("AF"), and Magen David Adom in Israel, a statutory corporation of the State of Israel existing under the Magen David Adom law, having an address at 60 Yigal Allon Street, Tel-Aviv 67062 Israel ("MDA Israel").

STATEMENT

- WHEREAS, MDA Israel is the owner by assignment of the marks covered by the U.S. trademarks registrations and applications set forth on Exhibit A (hereinafter the "Marks");
- WHEREAS, The Marks have acquired certain renown, reputation and prestige; and
- WHEREAS, AF wishes to use and sublicense the use of the Marks in the United States of America in connection with fundraising services to support MDA Israel; and
- WHEREAS, an agreement of cooperation was executed by these same parties on even date (hereinafter "THE AGREEMENT OF COOPERATION")

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Rights Grants.

- 1.1 MDA Israel hereby grants to AF the sole and exclusive right and license to use and sublicense the use of the Marks in the United States in connection with promoting and conducting fundraising activities to support MDA Israel. This license is royalty free.
- 1.2 AF shall have the sole right, in its discretion, to sublicense the license and rights granted herein to any of its duly authorized regions, chapter or related entities. The license terms for any such sublicenses may, in AF's discretion, be contained within a region, chapter or related entity's charter statement, AF by-laws or other terms of use provided by AF to its' sub-licensees. AF shall provide a copy of any agreement (or other document) in which it grants sublicenses pursuant to this Agreement to MDA Israel. MDA Israel shall have no right to grant any other licenses or sublicenses in the United States.

2. Term.

This Agreement shall be effective as of the Effective Date (i.e. the date of approval by the Executive Committee of MDA Israel and the Board of AF), and shall continue for seven periods of seven year years each. Renewal, cancellation or termination of this license, shall be as provided in the Agreement of Cooperation.

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3. Quality Control and Standards.

- 3.1 The Marks have an established prestige and goodwill and are well recognized by the relevant public. AF agrees that all uses of the Marks by AF and/or its sublicensees will be in a commercially acceptable and responsible manner to protect the prestige of MDA Israel and the Marks and shall not be used in a manner that reflects adversely thereon or in a manner that would defame, degrade or disparage MDA Israel or the Marks.
- 3.2 For more than fifty years, AF has raised funds in the United States for the benefit of MDA Israel. MDA Israel agrees that fund raising activities conducted by AF in a manner and of a quality substantially identical to the standards maintained by AF prior to the execution of this Agreement shall constitute an acceptable level of quality for purposes of the license granted herein.
- 3.3 AF will permit duly authorized representatives of the MDA Israel to inspect AF's or its sublicensees' uses of the Marks, at AF or its sublicensees' premises upon reasonable notice, not more than once per calendar year for the purpose of confirming compliance with this Article 3.

4. Maintenance and Enforcement of Marks.

- 4.1 Registrations. AF shall, at its sole expense using counsel of its choice, maintain trademark registrations, renewals and applications for the Marks, as well as any other marks adopted by AF at the request of MDA Israel, in MDA Israel's name. MDA Israel shall cooperate with AF or its counsel in respect of the same. This cooperation includes, but is not be limited to, executing all papers reasonably requested by AF or its counsel to effect registration, maintenance and renewal of the Marks.
- 4.2 Enforcement. The parties agree to promptly notify each other of any unauthorized use or infringement of the Marks in the United States. AF shall consult with MDA Israel before taking action against any alleged infringer(s). If MDA Israel does not agree to participate in any such action, AF may take whatever action it deems necessary or desirable to prevent such unauthorized use at AF's sole expense, and any and all sums collected or recovered in any such suit, whether by decree, judgment, settlement or otherwise, shall belong to AF. If AF elects not to bring action against the allegedly infringing party, MDA Israel may take whatever action it deems necessary or desirable to prevent such unauthorized use at MDA Israel's sole expense, and any and all sums collected or recovered in any such suit, whether by decree, judgment, settlement or otherwise, shall belong to MDA Israel, provided that MDA Israel shall not settle any action without the prior written approval of AF.
- 4.3 If the parties agree to join together to bring or defend the action, the costs shall be borne equally by the parties and any and all sums collected or recovered in any such suit, whether by decree, judgment, settlement or otherwise, shall be

distributed equally to the parties.

4.4 Where required by law, the party bringing or defending such claim may include the other party as a co-plaintiff or co-defendant to maintain or defend such suit, as the case may be. In any suit that a party institutes to enforce rights in the Marks, the other party shall, cooperate in all respects and, to the extent possible, have its employees and agents testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

4.5 There is presently pending in the United States District Court for the Southern District of New York an action brought by ARMDI titled ARMDI vs MDA USA Index No. 02 cv 2816 (S.D.N.Y.) which MDA has joined. It is understood that to the extent that the assignment of the marks herein from AF to MDA and the grant in return of an exclusive licensee to AF in the United States by MDA does not result in discontinuance in the action by the defendant MDA USA, AF may continue said action to conclusion as exclusive licensee in its own right and on behalf of MDA as owner or if required by the court may continue or re-join MDA as owner of its marks.

In addition there is also pending a proceeding before the US Trade Mark and Patent office by MDA USA to cancel said Marks registered in the name of AF. MDA agrees that AF may continue said proceeding on behalf of MDA as owner and AF as exclusive licensee and/ or if required to protect said Marks, may require that MDA re-join and/ or continue said proceeding in its own capacity.

Notwithstanding the foregoing AF consents that within seven days of the ratification of this agreement MDA will advise MDA-USA of the existence of this agreement and the agreement of cooperation and request that MDA-USA consent to the discontinuance of the aforesaid two proceedings. In the event that MDA-USA does not so consent within 15 days and sign the proper applications to that effect in the courts and the office of patent and trademarks respectively, and deliver same to counsels of MDA and AF in New York, then AF may continue the proceedings with the assistance of MDA as described above, and seek an order of the court confirming MDA Israel's ownership of the marks and AF's exclusive license.

5. Trademark Validity - No Challenge by AF - Use of Trademark.

5.1 AF agrees that it will not, during the Term (i) attack or challenge the validity of or MDA Israel's rights and title to the Marks, (ii) claim any right, title, or interest in or to the Marks, (iii) attempt to obtain, or assist or induce others to obtain any registration of the Marks either alone or in combination with other words, letters or elements or any mark that is likely to cause confusion therewith in its own name for or in connection with fundraising services or (iv) adopt any mark(s) that is likely to cause confusion with the Marks for or in connection fundraising services for MDA Israel.

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5.2 The parties acknowledge and agree that all uses of the Marks by AF or its sublicensees' hereunder shall inure to the benefit of MDA Israel.

6. Notices.

All notices, requests, consents, demands, approvals and other communications, including the service of process, hereunder shall be deemed to have been duly given, made or served if in writing and delivered personally or sent by overnight carrier that requires the addressee to acknowledge receipt thereof to the respective parties to this Agreement as set forth below. Informal communications between the parties may be properly transmitted by facsimile.

If to AF:

888 Seventh Avenue
New York, NY 10106
Attn: Executive Vice President

If to MDA Israel:

Chairman of the Executive Committee
MDA
60 Yigal Alon St
Tel Aviv

7. Miscellaneous.

- 7.1 This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. If assigned, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7.2 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of New York and, as applicable, the laws of the United States of America, as if entered into and fully performed therein. Any dispute, controversy, difference or issue which may arise between the parties, unless settled by mutual consultation in good faith, shall be heard and determined by arbitration as provided for in paragraph 5.4 of the Agreement of Cooperation.
- 7.3 No waiver by either party of any nonperformance or violation by the other party of any of the covenants, obligations or agreements of such party hereunder shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement or obligation, nor shall forbearance by either party be deemed to be a waiver by such party of its rights or remedies with respect to such violation or nonperformance.

7.4 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. The parties shall make a good faith effort to replace any invalid, illegal or otherwise unenforceable provision with a valid one, which in its economic effect is consistent with the invalid or enforceable one.

7.5 This Agreement (including the Exhibits hereto, all of which form an integral part of the agreement between the parties and are hereby incorporated by reference) constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter herein and replaces and supersedes all prior and contemporaneous written and oral agreements, negotiations, discussions, and statements by and between the parties. This Agreement cannot be modified except by a written instrument signed by the parties hereto.

7.6 This Agreement may be executed in any number of counterparts, and any party may execute any such counterpart, each of which when executed and delivered (which delivery and exchange may be by facsimile or email transmission) shall be deemed to be an original, and all of which counterparts together will constitute one and the same instrument. This Agreement shall become binding when all counterparts taken together have been executed and exchanged between the parties.

7.7 Each party agrees to execute and deliver, from time to time, such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

AMERICAN FRIENDS OF MAGEN DAVID

ADOM IN ISRAEL
By: *Michael D. Lissau*
Title: PRESIDENT
Date: SEPTEMBER 12, 2003

MAGEN DAVID ADOM IN ISRAEL

By: YOCHANAN GUR
Title: CHAIRMAN EXECUTIVE COMMITTEE
Date: 11/9/2003

Red Star of David Logo	1,306,332	November 20, 1984
AF	1,795,257	September 28, 1993
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THE FILE

TRADEMARK

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