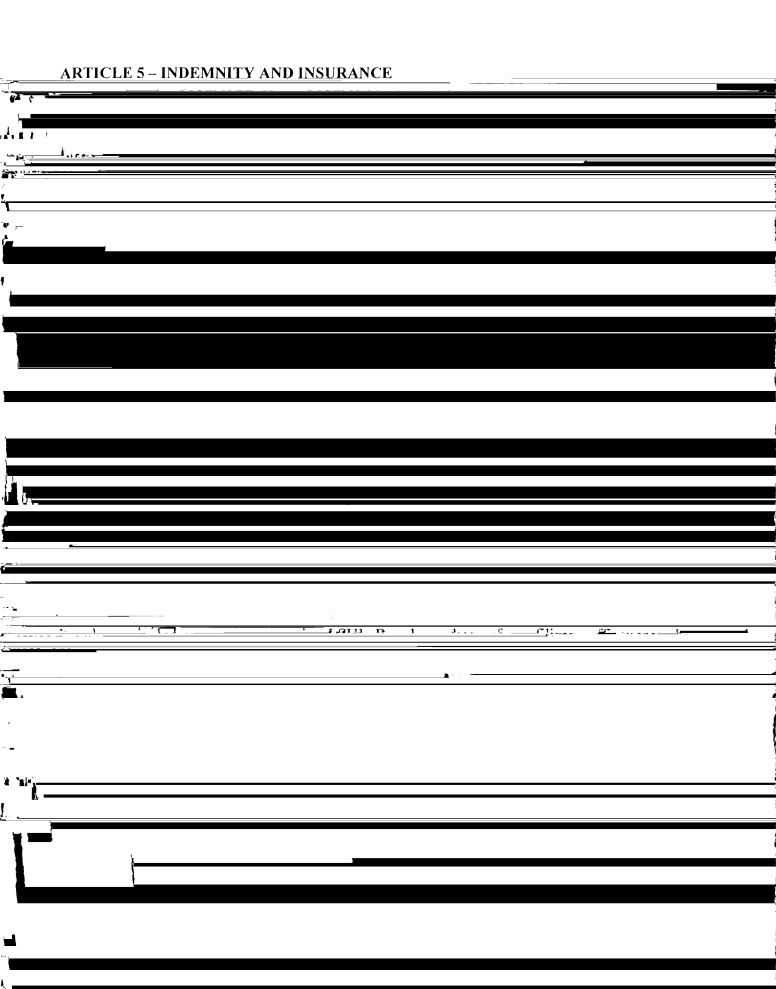
TRADEMARK LICENSE AGREEMENT

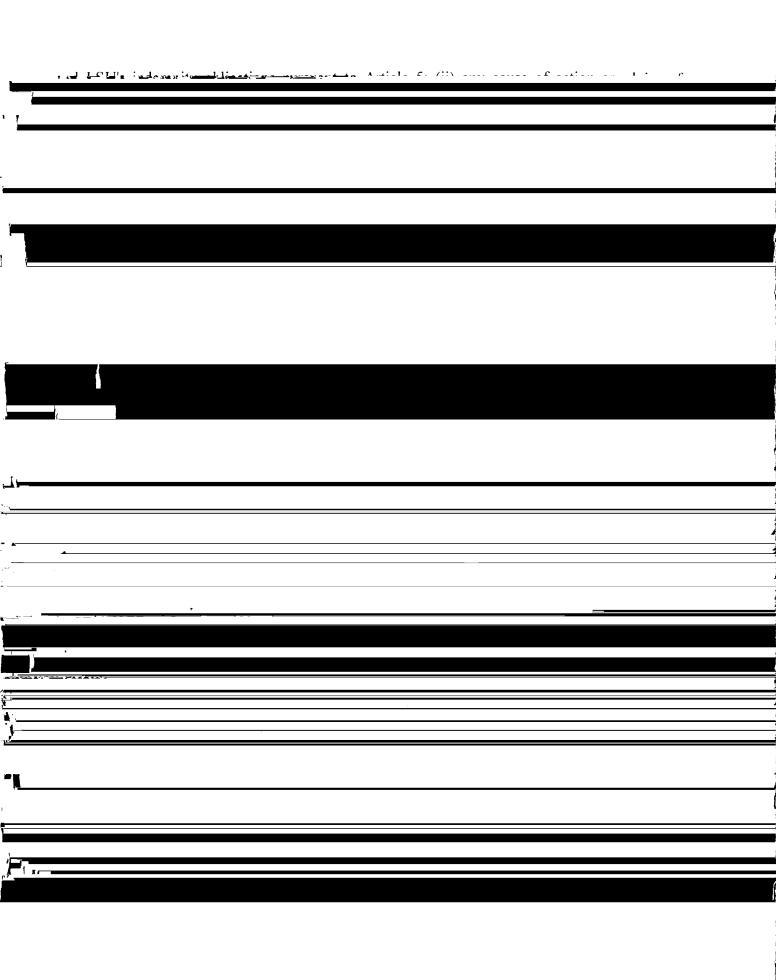
	This License Dareement ("Dareement") is effective as of the 21th day of June 2012 (4)
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	"Effective Date") hv and between the Board of Supervisors of Louisiana State University and
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	Internet websites for the Hospital in connection with any activities undertaken by LICENSEE within the FIELD OF USE at the SITES. The marketing rights shall include, but not be limited to the right to use the LSIJ MADV in account of the local state of the loca
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	materials relating to activities undertaken by LICENSEE within the FIELD OF USE. The
	foregoing license shall extend to all normal channels of distribution, including but not limited to the Internet. 2.2 Protection of the LSU MARK and Goodwill. For so long as this Agreement remains in force, LICENSEE shall comply with the following obligations:
_	(a) Quality Standards. LICENSEE agrees that the nature and quality of the services rendered
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- (iii) attempt to register the LSU MARK in its own name;
- (iv) use the LSU MARK in any manner that would jeopardize LSU's rights in the LSU MARK; or
- (v) knowingly do any act that would invalidate or be likely to invalidate LSU's trademark registrations.

(e) <u>Use of the LSU MARK on Marketing Materials</u> . LICENSEE may not combine the LSU MARK with any other marks, names or symbols other than those of LICENSEE and the name of the Hospital with which it is being used, unless it obtains HCSD's prior written consent. LICENSEE may not make any significant change in the presentation of the LSU MARK—
affixed on the advertising, marketing, and promotional materials, unless it obtains HCSD's prior written consent.





Parties shall first negotiate in good faith for a period of sixty days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the Parties shall then make good-faith efforts for sixty days to mediate the controversy or claim in Baton Rouge, Louisiana before a mediator selected by the Center for Public Resources, Inc. (New York, New York) ("CPR"), under CPR's Model Mediation Procedure for Business Disputes in effect as of the Effective Date. If the controversy or claim is unresolved after mediation, on the written demand of either Party any controversy arising out of or relating to this Agreement or to the breach, termination, or validity of this Agreement shall be settled by binding

Dispute Resolution and Jurisdiction. In the event of a controversy or claim arising out of

or relating to this Agreement, or the breach, validity, or termination of this Agreement, the

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	construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and
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	8.6 <u>Compliance with Laws</u> . LICENSEE and LSU shall comply with all applicable laws and regulations, including but not limited to those relating to this Agreement or otherwise applicable to LICENSEE's and LSU's activities hereunder. LICENSEE and LSU shall comply with the
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IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective officers as of the date stated immediately below such Party's signature appearing below.

	UNIVERSITY HOSPITAL & CLINICS, INC.	BOARD OF SUPERVISORS OF LQUISIANA STATE UNIVERSITY AND
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<u>J</u>		
	V	By: T. King Bluful
	Date: 7/9/13	Date: 9/11/13
	LAFAYETTE GENERAL HEALTH SYSTE	EM, INC.
· ,	By: - /2/2	-
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EXHIBIT A

SITES

 University Medical Center 2390 W Congress Street Lafayette, LA 70506