

TRADEMARK LICENSE AGREEMENT

This License Agreement ("Agreement") is effective as of the 24th day of June, 2012 (the

"Effective Date") by and between the Board of Supervisors of Louisiana State University and

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 LSU MARK in connection with all of the foregoing activities.

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 by LICENSEE within the FIELD OF USE shall be consistent with the LSU MARK and the

- (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) Use of the LSU MARK on Marketing Materials. 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.

Item	Amount
Current assets	100,000
Property, plant, and equipment	200,000
Intangible assets	50,000
Current liabilities	150,000
Long-term liabilities	100,000
Equity	100,000

2. The following information is taken from the financial statements of ABC Company for the year ended December 31, 2012:

Item	Amount
Current assets	100,000
Property, plant, and equipment	200,000
Intangible assets	50,000
Current liabilities	150,000
Long-term liabilities	100,000
Equity	100,000

3. The following information is taken from the financial statements of ABC Company for the year ended December 31, 2012:

Item	Amount
Current assets	100,000
Property, plant, and equipment	200,000
Intangible assets	50,000
Current liabilities	150,000
Long-term liabilities	100,000
Equity	100,000

4. The following information is taken from the financial statements of ABC Company for the year ended December 31, 2012:

Item	Amount
Current assets	100,000
Property, plant, and equipment	200,000
Intangible assets	50,000
Current liabilities	150,000
Long-term liabilities	100,000
Equity	100,000

8.2 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 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

construed as a waiver of that right. No waiver shall be deemed valid unless it is in writing and

8.6 Compliance with Laws. 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 Model Insurance Portability and Accountability Act and shall defend and hold harmless

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
LOUISIANA STATE UNIVERSITY AND**

By: _____

Paul Ste...

By: _____

F. King Pley...

Date: _____

7/9/13

Date: _____

9/10/13

LAFAYETTE GENERAL HEALTH SYSTEM, INC.

By: _____

Shirley...

Date: _____

2/2/13

EXHIBIT A

SITES

1. University Medical Center
2390 W Congress Street
Lafayette, LA 70506