## TRADEMARK LICENSE AGREEMENT

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## <u>ARTICLE 2 – TRADEMARK LICENSE</u>

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clusive, non-assignable right to use the	LESO WARK in and on the buildings at the STLES at
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2.2 <u>Protection of the LSU MARK and Goodwill</u>. For so long as this Agreement remains in

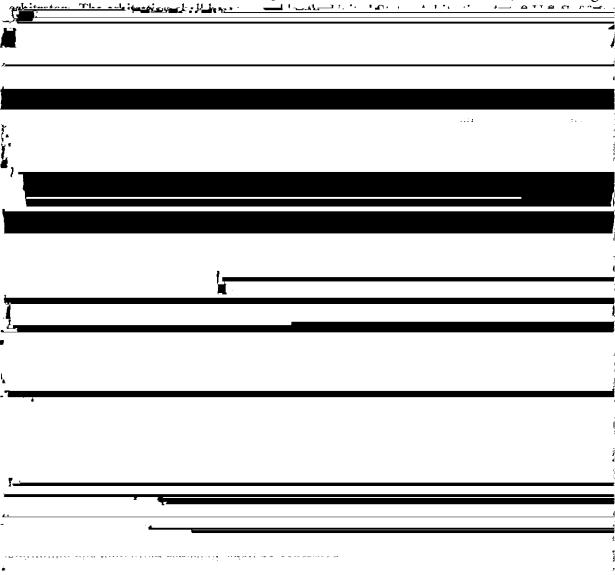
- (i) challenge the validity of the LSU MARK or any registration therefor;
- (ii) contest the fact that its rights under this Agreement are solely those of a non-exclusive licensee;
- (iii) attempt to register the LSU MARK in its own name;
- (iv) use the LSU MARK in any manner that would jeopardize LSU's 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 as affixed on the advertising, marketing, and promotional materials, unless it obtains HCSD's prior written consent.

Compliance With	LCII Dalieice.	and Standard	المنظل المستميلة الما	.1 1*	1
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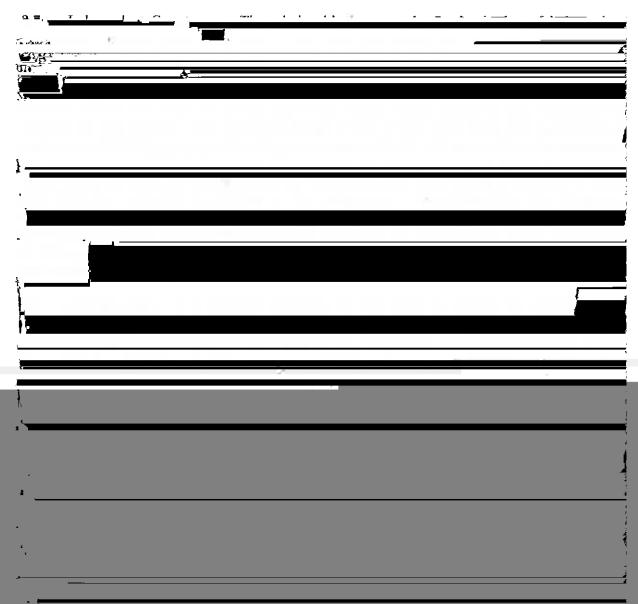
MEMBE LICENSI STRICT OR EQU	CICENSEE AGREES THAT IN NO EVENT SHALL LSU, INCLUDING ITS BOARD ERS, AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS, BE LIABLE TO SEE, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, LIABILITY IN TORT, INFRINGEMENT, WARRANTY, OR ANY OTHER LEGAL UITABLE THEORY, FOR RELIEF ARISING OUT OF OR RELATING TO THIS MENT. ITS SUBJECT MATTER OR ANY CONDUCT BELATING THERETO. FOR
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6.2 Termination. LICENSEE may terminate this Agreement without cause by providing written notice of termination to LSU. Subject to the satisfaction of the dispute resolution procedures set forth in subsection 8.2 hereof, if either Party fails to perform its obligations in accordance with this Agreement, the non-breaching Party may give the Party in breach written notice of such failure and the Party in breach shall have thirty (30) days from the date of such notice (the "Cire Derical") to our ouch failure to the management action of the new time 1. 141 1 41 THE CRECHEDINGHER LITT

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 arbitration in Baton Rouge, Louisiana in accordance with CPR's Rules for Non-Administered Arbitration of Patent and Trade Secret Disputes in effect as of the Effective Date, before a single



16, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All applicable statutes of limitation and defenses based on the passage of time shall be tolled while the procedures described in this Paragraph are pending. LSU and LICENSEE shall each take such action, if any, required to effectuate this tolling. Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement. Otherwise, any controversy arising under or relating to this Agreement or the breach termination or validity of this Agreement



contractors. Neither Party is an agent of the other, and neither has any right or authority to assume or create any obligation or responsibility on behalf of the other.

8.8 <u>Assignment</u>. LICENSEE may not assign this Agreement without the prior written consent of LSU, and shall not pledge any of the license rights granted in this Agreement as security for any creditor. Any attempted pledge of any of the rights under this Agreement or

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By: July Logde	- King Stutuder
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Date: October 16, 2013	1-1-11-
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