PTX Therapy™ TRADEMARK STANDARDS FOR USE

- USE OF ANY PTX THERAPY TRADEMARKS AND SERVICE MARKS, INCLUDING BUT NOT LIMITED TO "PTX THERAPY™", "PTX THERAPIST™", "PTX" AND/OR RELATED COMMERCIAL SYMBOLS THAT WE PERIODICALLY SPECIFY (COLLECTIVELY, THE "MARKS") MUST BE IN ACCORDANCE WITH THIS POLICY. OUR TRADEMARK POLICY ATTEMPTS TO BALANCE TWO COMPETING INTERESTS: (1) OUR NEED TO ENSURE THAT THE COMPANY'S MARKS REMAIN RELIABLE INDICATORS OF THE SOURCE AND QUALITY OF OUR PRODUCTS AND SERVICES AND (2) OUR DESIRE TO PERMIT THERAPY ASSOCIATES, AND OTHERS THAT WE WORK WITH, TO DISCUSS OUR PRODUCTS AND SERVICES AND TO ACCURATELY DESCRIBE THEIR AFFILIATION WITH THERAPY RESOLUTIONS, LLC AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO PT X-FACTOR, LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, "PTX THERAPY").
- 2. UNDERLYING OUR TRADEMARK POLICY IS THE GENERAL LAW OF TRADEMARKS. TRADEMARKS EXIST TO HELP CONSUMERS IDENTIFY, AND ORGANIZATIONS PUBLICIZE, THE SOURCE OF PRODUCTS AND SERVICES. SOME ORGANIZATIONS MAKE BETTER PRODUCTS AND OFFER BETTER SERVICES THAN OTHERS; OVER TIME, CONSUMERS BEGIN TO ASSOCIATE THOSE ORGANIZATIONS (AND THEIR TRADEMARKS) WITH QUALITY. WHEN SUCH ORGANIZATIONS PERMIT OTHERS TO PLACE THEIR TRADEMARKS ON GOODS OR SERVICES OF LESSER QUALITY, THEY FIND THAT CUSTOMER TRUST EVAPORATES QUICKLY. THIS IS THE SITUATION THAT WE SEEK TO AVOID, ESPECIALLY SINCE, WHEN IT COMES TO INTANGIBLE PRODUCTS LIKE SOFTWARE, AND HEALTHCARE SERVICE (ALSO INTANGIBLE), TRUST IS ALL CONSUMERS HAVE TO DECIDE ON.
- 3. ALTHOUGH OUR TRADEMARK POLICY IS COMPOSED OF A NUMBER OF SPECIFIC RULES, MOST REFLECT THE OVERARCHING REQUIREMENT THAT YOUR USE OF OUR TRADEMARKS BE NON-CONFUSING AND NON-DISPARAGING. BY NON-CONFUSING, WE MEAN THAT PEOPLE SHOULD ALWAYS KNOW WHO THEY ARE DEALING WITH, WHETHER

ENGAGING IN ONLINE THERAPY OR IN-CLINIC THERAPY. WEBSITES AND SOFTWARE THAT ARE NOT PRODUCED BY US SHOULD NOT IMPLY, EITHER DIRECTLY OR BY OMISSION, THAT THEY ARE. CLINICS AND CLINICIANS THAT ARE NOT CONDUCTING PTX THERAPY SHOULD NOT IMPLY, EITHER DIRECTLY OR BY OMISSION, THAT THEY ARE. BY NON-DISPARAGING, WE MEAN THAT, OUTSIDE THE BOUNDS OF FAIR USE, YOU CAN'T USE OUR MARKS AS VEHICLES FOR DEFAMING US OR SULLYING OUR REPUTATION. THESE BASIC REQUIREMENTS CAN SERVE AS A GUIDE AS YOU REVIEW THE POLICY.

4. OWNERSHIP

ALL PTX THERAPY MARKS WILL AT ALL TIMES REMAIN THE SOLE PROPERTY OF PTX THERAPY. ALL USE AND GOODWILL ASSOCIATED WITH THE PTX THERAPY MARKS WILL INURE TO THE EXCLUSIVE BENEFIT OF PTX THERAPY.

5. STANDARDS FOR USE

ALL USES OF PTX THERAPY MARKS MUST CONFORM TO THE FOLLOWING:

- 1. PRIOR TO ANY USE OF ANY PTX THERAPY MARKS IN ANY MANNER THAT IS NOT A "GENERAL USE", YOU MUST SUBMIT THE PROPOSED USE FOR PTX THERAPY'S PRIOR WRITTEN APPROVAL. WE MAY, IN OUR SOLE DISCRETION, APPROVE OR REJECT SUCH PROPOSES USES, AND WE WILL NOTIFY YOU PROMPTLY OF THE APPROVAL OR REJECTION. THE APPROVED "GENERAL USES" OF THE PTX THERAPY MARKS ARE LISTED ON <u>EXHIBIT "B-1"</u> ATTACHED HERETO.
- 2. YOU MAY USE THE PTX THERAPY MARKS ONLY TO IDENTIFY AND DISTINGUISH PTX THERAPY PRODUCTS AND SERVICES. THE PTX THERAPY MARKS MAY NOT BE APPLIED TO PRODUCTS OR SERVICES PROVIDED BY ANYONE OTHER THAN A LICENSED PTX THERAPY PROVIDER, EXCEPT AS AUTHORIZED IN WRITING BY PTX THERAPY.

- 3. YOU MAY NOT COMBINE ANY PTX THERAPY MARK WITH ANOTHER WORD OR HYPHENATE ANY PTX THERAPY MARK.
- 4. YOU MAY NOT ABBREVIATE ANY PTX THERAPY MARK BY LEAVING OUT ONE OR MORE WORD PORTIONS OF THE MARK.
- 5. YOU MAY NOT USE ANY PTX THERAPY MARK IN POSSESSIVE FORM.
- 6. OUR MARKS MAY ONLY BE USED WITH THE CORRECT FORM OF NOTICE OF REGISTRATION. THE NOTICE OR THE WORD "TRADEMARK" OR THE SYMBOL "TM" OR "SM" SHOULD BE USED IN ASSOCIATION WITH THE MARKS. THESE NOTICES SHOULD BE PLACED ADJACENT TO THE MARKS AND BE INCLUDED ON ALL ADVERTISING MATERIALS, INCLUDING WEBSITES AND ON PRODUCT LABELING, AND OTHER USES. WHERE A MARK IS USED MORE THAN ONCE IN A SINGLE DISPLAY, THE NOTICE SHOULD BE PLACED AT THE FIRST OR MOST PROMINENT USE OF THE MARK.
- THE FOLLOWING NOTICE SHOULD APPEAR IN ANY DOCUMENT IN WHICH THE PTX THERAPY MARK IS USED: [PTX MARK] IS A TRADEMARK OF THERAPY RESOLUTIONS, LLC AND/OR ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO PT X-FACTOR, LLC";
- 8. EACH REPRESENTATION OF A PTX THERAPY MARK SHOULD BE CONSISTENT, UNDISTORTED, AND CLEAR. THE LOGO MAY NOT BE USED IN A SIZE SO SMALL THAT ANY DESIGN FEATURE OF THE MARK IS LOST. IN GENERAL, THIS WILL MEAN THAT THE LOGO MUST APPEAR BY ITSELF, IN A REASONABLE SIZE, WITH REASONABLE SPACING (AT LEAST THE HEIGHT OF THE LOGO) BETWEEN EACH SIDE OF THE LOGO AND OTHER GRAPHIC OR TEXTUAL ELEMENT.
- 9. THE LOGO MUST APPEAR IN EXACTLY THE SAME SPATIAL RELATIONSHIP (SAME RATIO OF HEIGHT AND WIDTH) AS SET FORTH IN ANY GRAPHIC STANDARDS INFORMATION PROVIDED BY PTX THERAPY FROM TIME TO TIME.
- 10. YOU MAY NOT USE ANY PTX THERAPY MARK IN ANY ADVERTISING OR MATERIAL IN VIOLATION OF ANY APPLICABLE LAW, ORDINANCE OR REGULATION OF ANY COUNTRY.
- 11. YOU MAY NOT USE ANY PTX THERAPY MARK IN A MISLEADING WAY.
- 12. YOU MAY NOT USE ANY PTX THERAPY TRADEMARK ON OR IN CONNECTION WITH ANY DEFAMATORY, SCANDALOUS, PORNOGRAPHIC OR OTHER

OBJECTIONABLE MATERIALS OF ANY SORT.

- 13. YOU MAY NOT USE ANY PTX THERAPY MARK TO DISPARAGE PTX THERAPY OR ITS PRODUCTS OR SERVICES, OR IN A MANNER WHICH, IN PTX THERAPY'S REASONABLE JUDGMENT, MAY DIMINISH OR OTHERWISE DAMAGE PTX THERAPY'S GOODWILL IN ANY PTX THERAPY MARK(S).
- 14. YOU MAY NOT TAKE ANY ACTION THAT WOULD IN ANY WAY TARNISH OR DILUTE THE VALUE OF ANY PTX THERAPY MARK(S).
- 15. YOU MAY NOT ADOPT, USE OR ATTEMPT TO REGISTER WITH ANY AGENCY IN ANY JURISDICTION THE TRADEMARKS "PTX THERAPY™", "PTX THERAPIST™", "PTX" AND/OR RELATED COMMERCIAL SYMBOLS, TRADEMARKS, TRADE NAMES, SERVICE MARKS, LOGOS OR DOMAIN NAMES CONSISTING OF, IN WHOLE OR IN PART, ANY PTX THERAPY MARK(S) OR ANY MARKS CONFUSINGLY SIMILAR TO ANY PTX THERAPY MARK(S).
- 16. IF YOU BECOME AWARE OF ANY INFRINGEMENT, ACTUAL OR SUSPECTED, OR ANY OTHER UNAUTHORIZED USE OF ANY PTX THERAPY MARK(S), YOU WILL PROMPTLY GIVE NOTICE TO PTX THERAPY IN WRITING, SPECIFYING THE PARTICULARS OF THE UNAUTHORIZED USE.
- 17. IF, AT ANY TIME, WE OBJECT TO YOUR IMPROPER USE OF ANY PTX THERAPY MARK(S), YOU AGREE TO IMMEDIATELY TAKE SUCH STEPS AS MAY BE NECESSARY TO RESOLVE OUR OBJECTIONS TO OUR SATISFACTION.

SERVICES RELATED TO PTX THERAPY PRODUCTS

IF YOU OFFER SERVICES RELATED OR UNRELATED TO PTX THERAPY, YOU MAY USE PTX THERAPY'S MARKS IN DESCRIBING AND ADVERTISING YOUR PTX THERAPY SERVICES ALONGSIDE YOUR OTHER SERVICES, SO LONG AS YOU DON'T VIOLATE THESE OVERALL GUIDELINES FOR THE USE OF PTX THERAPY'S MARKS OR DO ANYTHING THAT MIGHT MISLEAD CUSTOMERS INTO THINKING THAT PTX THERAPY HAS ANY DIRECT RELATIONSHIP WITH YOUR OTHER SERVICES.

DOMAIN NAMES

USING ALL OR PART OF A PTX THERAPY MARK IN A DOMAIN NAME IS STRICTLY PROHIBITED. PEOPLE NATURALLY ASSOCIATE DOMAIN NAMES WITH ORGANIZATIONS WHOSE NAMES SOUND SIMILAR. ALMOST ANY USE OF A PTX THERAPY MARK, IN PART OR WHOLE, IN A DOMAIN NAME IS LIKELY TO CONFUSE CONSUMERS, THUS RUNNING AFOUL OF THE OVERARCHING REQUIREMENT THAT ANY USE OF A PTX THERAPY MARK MUST BE NON-CONFUSING.

QUESTIONS

WE HAVE TRIED TO MAKE OUR TRADEMARK POLICY AS COMPREHENSIVE AND UNDERSTANDABLE AS POSSIBLE. IF YOU ARE CONSIDERING A USE OF A PTX THERAPY MARK THAT'S NOT COVERED BY THE POLICY, AND YOU'RE UNSURE WHETHER THAT USE WOULD VIOLATE PTX THERAPY'S GUIDELINES OR THIS POLICY, PLEASE CONTACT US AT <u>LEGAL@PTX THERAPY.COM</u>.

EXHIBIT "B-1" <u>GENERAL USES</u>

"GENERAL USES" OF PTX THERAPY MARKS

APPROVED "GENERAL USES" OF THE PTX THERAPY MARKS ARE LIMITED TO THE FOLLOWING USES, IN EACH CASE SUBJECT TO COMPLIANCE WITH THE STANDARDS OF USE:

- 1. USING THE MARKS ON THE LICENSEE'S WEBSITE;
- 2. USING THE MARKS IN THE LICENSEE'S PRINTED MARKETING MATERIALS;
- USING THE MARKS IN THE LICENSES'S ELECTRONIC COMMUNICATIONS, INCLUDING E-MAILS (I.E., AS PART OF HEADER, SUBJECT LINES, ETC.), BLOGS, AND OTHER FORMS OF SOCIAL MEDIA;
- 4. USING THE MARKS IN STOREFRONT SIGNAGE FOR THE BUSINESS WHEN ACCOMPANIED BY THE LICENSEE'S PRIMARY BUSINESS NAME; AND
- 5. USING THE MARKS ON INTERIOR SIGNAGE DISPLAYED WITHIN LICENSEE'S BUSINESS PREMISES.

IN EACH CASE, WHEN THE MARKS ARE USED TOGETHER WITH (OR IN IMMEDIATE PROXIMITY WITH) LICENSEE'S PRIMARY BUSINESS NAME, THE MARKS MUST BE DISPLAYED IN PRINT AND FONT SIZE WHICH IS NO LARGER THAN THE PRIMARY BUSINESS NAME.

P:\15\15766\70729\Trans\PTX Therapy License Agreement 007.docx