



Guidelines for Third Party Use of LobbyPOP® Brand Features

Section I - Use of LobbyPOP Brand Features

General Information

Although we'd like to accommodate all the requests we receive from users who want to add a touch of LobbyPOP to their own marketing materials, we are passionate about protecting the reputation of our brand as a quality provider of display systems and proprietary multimedia content. That means we have to turn down many requests because the text and/ or graphics used in some ad campaigns imply that LobbyPOP is the product belonging to the affiliate, or is otherwise produced by them. The same applies if LobbyPOP's trademarks, logos, web pages, screen shots, slogans, video clips, or other distinctive features ("LobbyPOP Brand Features" or "Brand Features") are associated with material that infringes on the Mark, as determined by Sign Biz® Inc.

These Brand Features can be used only pursuant to these Guidelines, our Terms and Conditions, in Section II below, and for the specific purposes for which LobbyPOP has given permission. If you have a written agreement with LobbyPOP that specifically addresses how you may use its Brand Features, you don't need to go through the approval process here unless you want to do something other than what has been authorized in your existing agreement. Otherwise, the only time you can use Brand Features without advance written permission is if there is clear and express language in a written agreement stating that you can use those Brand Features without first obtaining permission, such as is the case with our Market Resources DVD and website link.

When you use any of our Brand Features, you must always follow the Rules for Proper Usage included in these Guidelines. In addition, LobbyPOP may provide you with written requirements as to the size, typeface, colors, and other graphic characteristics of the LobbyPOP Brand Features. If we provide these requirements to you at the time of our approval, you must implement them before using our Brand Features. If we provide these requirements to you after we initially gave our permission, you must implement them within a commercially reasonable timeframe.

Trademark Basics

What is a trademark?

A trademark is a word, name, symbol or device (or a combination thereof) that identifies the goods or services of a person or company and distinguishes them from the goods and services of others. A trademark assures consumers of consistent quality with respect to those goods or services and aids in their promotion.

Why is it important to use marks correctly?

Rights to a trademark can last indefinitely if the owner continues to use the mark to identify its goods and services. If trademarks are not used properly, they may be lost and one of the company's most important assets may lose all of its value. Rights may be lost not only because of a trademark owner's improper use of the mark, but through improper use of the trademark by the public.

The first appearance of the trademark in a longer document or article must incorporate the ® symbol, and each use of the logo or logomark must comply with the following Rules for Proper Usage.

If there is any question about usage, requests for clarification or permission may be submitted through the process outlined at: <http://www.LobbyPOP.com/permissions/>.

Rules for Proper Usage

Things to do:

- If you are using a **LobbyPOP** trademark, distinguish the trademark from the surrounding text in some way. Use a sans-serif font, capitalize the first letter, capitalize the last three letters “POP”, place the mark in quotes or use a different type style or font for the mark and or **bold** it.
- Always spell and capitalize the trademark exactly as they are shown in the LobbyPOP Trademarks and Suggested Accepted Generic Terms below.
- Use the trademark only as an adjective, never as a noun or verb, and never in the plural or possessive form.
- Use a generic term following the trademark, for example: LobbyPOP content, LobbyPOP video signs, LobbyPOP media players.
- Use only LobbyPOP-approved artwork when using LobbyPOP's logos.
- If you are using a LobbyPOP logo on a web page, there must exist a minimum spacing of 25 pixels between each side of the logo and other graphic or textual elements on your web page.
- Normally, an unregistered LobbyPOP Brand Feature should be followed by the superscripted letters TM or SM to give notice that the company claims trademark rights in the term, as in the case of Eye-Candy QuotesSM, SweetArt MuralsSM. A registered LobbyPOP Brand Feature should be followed by the symbol ® to identify the term as a registered trademark. In advertising copy, notice of trademark rights may be provided in a footnote format – e.g., by placing an asterisk adjacent to the LobbyPOP Brand Feature and placing an appropriate notice at the bottom of the page on which the asterisk appears. Example: *LobbyPOP is a registered trademark of Sign Biz, Inc.
- Use the special LobbyPOP Pro link exactly as coded, so that the words “LobbyPOP Products” appears with the link, and the link opens in a new window.

Things You Can't Do

- One of the conditions for all uses is that you can't mess around with our marks. Only we get to do that. Don't remove, distort or alter any element of a LobbyPOP Brand Feature. That includes modifying a LobbyPOP trademark, for example, through hyphenation, combination or abbreviation, such as: LobbyPOPiliscious, LobbyPOPPY, LobbyPOPmania. Do not shorten, abbreviate, or create acronyms out of LobbyPOP trademarks.
- Don't display a LobbyPOP Brand Feature as the most prominent element on your web page.
- Don't display a LobbyPOP Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by LobbyPOP, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of LobbyPOP or LobbyPOP personnel.
- Don't display a LobbyPOP Brand Feature on any web site that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one years of age, or otherwise violates applicable law.
- Don't display a LobbyPOP Brand Feature in a manner that is in Sign Biz Inc.'s sole opinion misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to LobbyPOP.
- Don't display a LobbyPOP Brand Feature on a site that violates any law or regulation.
- Don't frame or mirror any LobbyPOP page (including the page that appears in response to a click on the LobbyPOP logo or LobbyPOP Products link).
- Don't incorporate LobbyPOP Brand Features into your own product name, service names, trademarks, logos, or company names.
- Don't copy or imitate LobbyPOP's trade dress, including the look and feel of LobbyPOP video design properties, scripted content, or LobbyPOP brand packaging, distinctive color combinations, graphic designs, product icons, or imagery associated with LobbyPOP.
- Don't adopt marks, logos, slogans, or designs that are confusingly similar to our Brand Features. Slogans include "Big Branding for Small Business," "Let Your Lobby Talk," "LobbyCAST," and "Recast Your Waiting Room in a Powerful New Role," among others.
- Don't register LobbyPOP trademarks as second-level domain names.
- Don't use LobbyPOP trademarks in a way that suggests a common, descriptive, or generic meaning.
- Trademark rights vary from country to country. Some countries have severe criminal and civil penalties for improper use of the registration symbol. Therefore, don't use the registration symbol (®) in countries where the mark has not been registered.

Section II - LobbyPOP Brand Features Terms and Conditions

If LobbyPOP approves your request to use any LobbyPOP trademarks, logos, web pages, screen shots, video samples, or other distinctive features ("LobbyPOP Brand Features"), you agree to be bound by the following terms and conditions (the "Agreement").

You agree to comply with the Guidelines for Third Party Use of LobbyPOP Brand Features. So long as you do so, and provided that Sign Biz Inc. expressly approves your permission request, LobbyPOP grants you a non-transferable, non-exclusive, royalty-free limited license to use the LobbyPOP's Brand Features set forth in your Sign Biz Contract for the sole purpose and only for the materials set forth therein. Any use of the LobbyPOP Brand Features must be accompanied by a notice that clearly indicates that the LobbyPOP Brand Features are trademarks or distinctive brand features of Sign Biz, Inc.

Sign Biz reserves the right in its sole discretion to terminate or modify your permission to display the LobbyPOP Brand Features and to take action against any use that does not conform to these terms and conditions, infringes any LobbyPOP intellectual property or other right, or violates applicable law.

Except as set forth above, nothing herein grants or should be deemed to grant to you any right, title or interest in or to the LobbyPOP Brand Features. Your use of the LobbyPOP Brand Features will inure to the benefit of LobbyPOP. You agree not to challenge or assist others to challenge the LobbyPOP Brand Features (except to the extent such restriction is prohibited by applicable law), and you agree not to register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are confusingly similar to those of LobbyPOP.

The LobbyPOP Brand Features are provided "as is" and LobbyPOP disclaims any warranties either expressed or implied by law regarding the LobbyPOP Brand Features, including warranties of non-infringement. Furthermore, because you are not being charged for use of the LobbyPOP Brand Features, in no event shall LobbyPOP be liable to you for the subject matter of this Agreement under any theory of liability including for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages arising out of this Agreement or the use of the LobbyPOP Brand Features. This limitation shall apply even if LobbyPOP was or should have been aware or advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy stated herein. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

You may not assign your rights or delegate your obligations under this Agreement without LobbyPOP's prior written consent. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The venue for any dispute or claim arising out of or in connection with this Agreement shall be in Orange County, California. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

The waiver by LobbyPOP of a breach of any provision hereof shall not be taken or held to be a waiver of the provision itself. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement, the Guidelines for Third Party Use of LobbyPOP Brand Features, and the Permission Request Form, constitute the entire agreement between the parties with respect to the subject matter hereof.