

## MILLIKEN TRADEMARK USAGE GUIDELINES

The trademarks and service marks of Milliken (collectively, "Milliken Trademarks") are valuable corporate assets and proper use of the marks is important for maintaining their value. (As used herein, "Milliken" means Milliken & Company and/or its subsidiary companies that own the relevant trademark(s).) All authorized users ("Licensees") of Milliken Trademarks are required to follow these guidelines as a condition of use of the marks, in addition to any other guidelines that Milliken or its subsidiaries (hereinafter "Milliken") may require by way of separate agreement. Failure to follow any of the guidelines may result in a loss of permission to use Milliken Trademarks as well as other legal consequences. If you have any questions about these guidelines or proper use of the Milliken Trademarks, please check with Milliken's Legal Department. The marks that you are being authorized to use will be identified in a separate document.

**Use Only With Approved Products-** Milliken Trademarks must only be used in connection with first-quality products sourced from Milliken or Milliken-authorized distributors or suppliers, and products bearing the Milliken Trademarks must meet all Milliken-approved specifications.

**Use As Adjective Modifying Proper Generic Product Name-** Milliken Trademarks should be used as adjectives modifying a proper generic product name. For example, "MILLAD® clarifying agents improve product performance", not "MILLAD improves product performance."

**Use Appropriate Registration Status and Attribution-** Always include the correct registration status of a mark, e.g. "®" or "™" or other symbol as may be requested by Milliken. Uses should also include attribution indicating that the mark is owned by Milliken & Company (or other entity, as may be specified by Milliken) and used with permission.

**Ownership by Milliken-** As a condition of its use of Milliken Trademarks, Licensee agrees that Milliken is the sole and exclusive owner of the Milliken Trademarks and the goodwill associated with the marks. Licensee acknowledges that all uses of the Milliken Trademarks will inure to the benefit of Milliken. Licensee agrees that it will take no action inconsistent with Milliken's ownership of Milliken Trademarks, including but not limited to applying to register any Milliken Trademarks or any domain names

including any Milliken Trademarks or marks or domain names that are confusingly similar to any Milliken Trademarks. Licensee agrees that it has no right, title or interest in the Milliken Trademarks and that it will not challenge the validity of any of the Milliken Trademarks.

**Quality Control-** Licensee agrees to use the Milliken Trademarks only in manners approved by Milliken and upon products that are consistent in quality with those approved by Milliken for use in connection with the Milliken Trademarks. Upon Milliken's request, Licensee agrees to provide samples of products bearing the Milliken Trademarks as well as any advertising and promotional materials that incorporate the Milliken Trademarks. Licensee will refrain from all actions that may negatively reflect upon Milliken or the Milliken Trademarks.

**Assistance-** Licensee will provide any assistance reasonably requested by Milliken to help Milliken obtain, maintain or enforce its rights in the Milliken Trademarks, including but not limited to registering licenses with appropriate government authorities or providing evidence of use of the Milliken Trademarks in certain jurisdictions.

**Infringement-** Licensee agrees to promptly notify Milliken if Licensee becomes aware of any third party infringement, passing off, dilution, misuse or misappropriation of a Milliken Trademark.

**Discontinuation of Use-** Upon request by Milliken, Licensee will immediately discontinue all use of the Milliken Trademarks.

**Compliance with All Regulations-** Licensee agrees to comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by Milliken Trademarks, including but not limited to all laws and regulations relating to country of origin designations.

**Differentiation-** Licensee agrees to clearly differentiate products bearing Milliken Trademarks from other products it offers in all of its marketing, advertising and selling activities so as to avoid any potential consumer confusion.

These guidelines are subject to change at Milliken's discretion. Current guidelines can be accessed at our website at [www.milliken.com](http://www.milliken.com)