

## MIA LOGO UTILIZATION POLICY

### **The MIA Trademark Logos:**

The Marble Institute of America, Inc. (the "MIA") has taken the necessary steps to register its logo with the United States Patent and Trademark Office. As such, the MIA logo is considered to be a federally protected trademark. Federal and state intellectual property laws give the MIA the exclusive right to use the logo in conjunction with its products and services. The MIA's federally protected logo is depicted in all of the following designs (herein called the "MIA Trademark Logos") :



The MIA Trademark Logos shall be utilized exclusively by the MIA in conjunction with its own products and services. The MIA Trademark Logos denote that the origin of the products and services being offered is the MIA.

### **The MIA Membership Logos:**

Upon becoming a member company of the MIA, a number of membership rights and privileges are afforded to the member company. One such privilege is the right to use the MIA Membership Logos under limited circumstances. The MIA Membership Logos are depicted below:



The MIA Membership Logos are similar to the MIA Trademark Logos, except they prominently display the word "**Member**" on the top portion of each design. The purpose of the MIA Membership Logos are to identify the member company as a being a member in good standing with the MIA. This affiliation is significant from the perspective of consumers because, in order to maintain MIA membership status, member companies are required to adhere to the MIA Code of Ethics which mandates numerous quality and service standards.

Member companies are **not** authorized under any circumstances to utilize the MIA Trademark Logos.

Member companies in good standing are authorized to display the MIA Membership Logos at their places of business, on company websites, on company letterhead, on company business cards and (upon the prior written approval of the MIA) upon other member company literature and marketing materials. Upon obtaining the prior written approval of the MIA, member companies in good standing may also affix a MIA Membership Logo on company products and/or product packaging. Prior to

affixing a MIA Membership Logo on products and/or product packaging, the member company and the MIA shall enter into a MIA Membership Logo Utilization & Indemnity Agreement (similar in format to the agreement attached hereto as Exhibit A).

In all instances, the use of the MIA Membership Logos by member companies shall be limited to identifying the company as a member in good standing with the MIA. The MIA Membership Logos shall **not** be utilized by member companies in any manner which could confuse a third party about the source of origin of the products or services being offered. The MIA, in its sole discretion, has the ability to discontinue a member company's right to utilize the MIA Membership Logos if it believes that the member company's use of the Membership Logos has the effect of confusing third parties as to the source of origin of the member company's products or services.

Companies which are not members in good standing with the MIA are not authorized to utilize the MIA Membership Logos. Organizations, which have in the past been member companies of the MIA and allowed their memberships to lapse or had their memberships terminated, for any reason, shall forfeit their right to utilize the MIA Membership Logos. Past member companies shall immediately discontinue their use of the MIA Membership Logos at such time that their MIA membership status ceases. Failure to do so constitutes a fraudulent misrepresentation and may subject the member company (in question) to further legal action.