

TRADEMARK USAGE GUIDELINES

1.0 INTRO

TJ Creative, Inc. (d/b/a “Sportsheets”) trademarks, service marks and logos (“Trademarks”) represent intellectual property rights owned by Sportsheets and as such are valued assets of Sportsheets. These Trademarks, whether registered or unregistered, must be used in accordance with these Trademark Usage Guidelines (“Guidelines”).

The Trademarks are very valuable assets to Sportsheets. They are symbols and words used by our clientele to identify us, and they represent the quality and care that we provide through our products. The law obligates Sportsheets, as owner of the Trademarks, to carefully monitor and control use of the Trademarks to ensure consistency so that the message the Trademarks convey to the public remains constant and associated with Sportsheets. Thus, your assistance and cooperation, as Authorized Users of the Trademarks, is very important.

By using any Sportsheets Trademarks, you are acknowledging that Sportsheets is the sole owner of the Trademarks and agreeing not to interfere with Sportsheets rights in the Trademarks, including challenging Sportsheets’ use, registration of, or application to register such Trademarks. You agree that you will not harm, misuse, or bring into disrepute any Sportsheets Trademarks and that the goodwill, if any, derived from your use of any Sportsheets Trademarks exclusively inures to the benefit of and belongs to Sportsheets.

2.0 APPLICABILITY OF GUIDELINES

These Guidelines apply to Sportsheets authorized retailers, resellers, distributor wholesalers, customers, licensees, consultants, outside vendors, and other third parties who Sportsheets has authorized to use the Trademarks (“Authorized Users”).

Note that if you are a licensee of a Sportsheets Trademark, the license agreement that you signed with Sportsheets may contain specific usage guidelines that differ from those contained within these Guidelines, and in such case you should follow those specific guidelines provided within such license agreement. If you are a licensee, but have been provided no special guidelines, then follow these Guidelines.

3.0 LIST OF SPORTSHEETS TRADEMARKS

The list of Sportsheets Trademarks provided here may be updated with new information from time-to-time and without notice and should be referred to regularly. Note that the list may not be comprehensive, and the omission of a Sportsheets Trademark from the list does not represent any waiver of any intellectual property rights of Sportsheets in or to such Trademark. If in doubt about whether or not a particular name, mark or logo is a Sportsheets

Trademark, or if you have any questions about the use of Sportsheets' Trademarks, contact Sportsheets's Legal Department for assistance at 714-698-0877

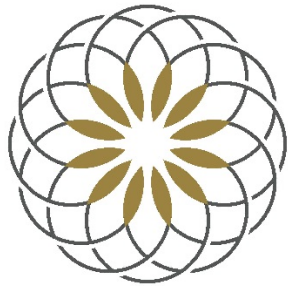
SPORTSHEETS®



SPORTSHEETS®

S P O R T S H E E T S®

SPORTSHEETS MARK



UNDER THE BED RESTRAINT SYSTEM®

SEX & MISCHIEF®



EDGE®

Edge®
by Sportsheets®

Em.Ex.

EM.EX.™
by **SPORTSHEETS**®

MANBOUND®



MIDNIGHT



SEXPERIMENTS®



SEX IN THE SHOWER



(collectively, the “Sportsheets Trademarks” or simply, the “Trademarks”)

4.0 REFERRING TO SPORTSHEETS PRODUCTS

When referring to Sportsheets products, use the applicable Trademark, and ensure that such references: (i) are truthful, fair, and not misleading; and (ii) comply with these Guidelines. Specifically, ensure that you:

- (i) follow the directives within these Guidelines;
- (ii) use the appropriate trademark symbol and trademark acknowledgment of Sportsheets’ ownership of the particular Trademark;
- (iii) do not incorporate Sportsheets Trademarks into your own product trademarks, service marks, logos, or company names; and
- (iv) do not adopt marks or logos that are confusingly similar to any Sportsheets Trademarks.

5.0 AUTHORIZED USE OF THE SPORTSHEETS TRADEMARKS

When using a Sportsheets Trademark, ensure that you:

- (i) Always use the Trademark as an adjective, accompanied by an appropriate noun (e.g. “Sportsheets® bondage kits are the best”).

(ii) Always use the Trademarks to refer to the products offered by Sportsheets, or to identify particular products as those of Sportsheets.

(iii) Always use the proper spelling and do not alter a Sportsheets Trademark or product packaging in any way.

(iv) Always use the proper trademark symbol (®, ™ or SM as applicable – see below). For the trademark symbol, use the superscript format, but if this is not possible, then use parentheses ((R), (TM) or (SM) as applicable).

™ Un-registered trademark (for use with physical products)

SM Un-registered service mark (for use with services)

® Registered trade or service mark

(v) Properly identify (with ®, ™ or SM as applicable) each Sportsheets Trademark at the most prominent use (often in the headline) and again in the first occurrence. In addition, Sportsheets Trademarks should be distinguished from other words through capitalization, quotation marks, italics, or colors, where applicable.

(vi) Always use the specific product images and product packaging provided by Sportsheets when identifying or promoting any Sportsheets products.

for example, an online or catalog listing for the Under the Bed Restraint System® product must include the product specific image, if an image is used:



Similarly, the Under the Bed Restraint System® product packaging must bear the specific details:



- (vii) Always use Sportsheets Trademarks in the way they were intended to be used.
- (viii) Any advertising or marketing materials you create that incorporate one or more of the Trademarks should be reviewed and approved by Sportsheets.
- (viii) The Sportsheets Trademarks that feature a design elements should always be used with the same color layout and font and in the same form as depicted in Section 3 above.

6.0 UNAUTHORIZED USE OF THE SPORTSHEETS TRADEMARKS

The Trademarks should always be used in accordance with the manner of use as described in Section 6 above, or as separately authorized in writing by Sportsheets. In no case will an Authorized User do any of the following:

- (i) Use Sportsheets Trademarks as generic terms for products (or a category of products) or services, or in a descriptive manner. This includes in a sub-heading or product description.
- (ii) Combine a Trademark with other words, symbols, or numbers, either as one word or with a hyphen. Use any of the Trademarks in a modified, truncated, or otherwise altered fashion without the express written consent of Sportsheets.
- (iii) Use Sportsheets Trademarks for products or services for which they were not originally intended (i.e. in a manner that is unrelated to adult novelty products).
- (iv) Use any of the Trademarks in connection with adult novelty products that are not associated with Sportsheets.

(v) Grant permission to use the Trademarks to persons or entities other than Authorized Users.

(vi) Use or purchase any of the Sportsheets Trademarks as a keyword in online advertising, including as a Google AdWord.

(vii) Use any Trademark or any other Sportsheets-owned graphic symbol, logo, or icon in a disparaging manner.

(viii) Manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing any Sportsheets Trademarks except pursuant to an express written trademark license from Sportsheets.

7.0 GENERAL QUALITY STANDARDS

As a trademark owner, Sportsheets has an obligation to ensure that the nature and quality of all goods sold, offered or rendered by or for it or its authorized users meet certain quality standards to maintain the goodwill and reputation of the trademarks. Accordingly, all Authorized Users have an obligation to ensure that the nature and quality of all goods sold, offered or rendered under the Trademarks conform to the high standards of quality that our customers have come to expect over the years from Sportsheets, and not to damage the reputation for quality that has been established in the Trademarks. The Trademarks may not be used other than in strict accordance with these standards.

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Your cooperation with these Guidelines is greatly appreciated. Should you have any questions related to these Guidelines or their practical implementation, please contact Ed Hayes (ed@sportsheets.com)

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