



TRADEMARK LICENSE

[For use with the Long Term Purchase Agreement for Aftermarket Products]

ARTICLE I

DEFINITIONS

- 1.1. "Agreement" means this Trademark License.
- 1.2. "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.
- 1.3. "Confidential Information" means any information, technical data, or know-how (either oral, written, digital or in any other format) provided to either Party by the other (including any Affiliates, officers, directors, employees, agents or contractors of the other) or obtained by either Party from the other (including any Affiliates, agents or contractors of the other) that is marked "confidential" or is reasonably understood to be of a confidential nature, including but not limited to that which relates to investment, acquisition and management strategy, research, product or promotion plans, products, services, sales figures (including information contained in royalty reports), markets, inventions, processes, designs, drawings, engineering, software, hardware configuration information, customer data, other data, marketing or finances of the disclosing Party. The term Confidential Information shall not include any information which: (i) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving Party; (ii) the receiving Party can demonstrate was already lawfully in its possession prior to disclosure hereunder or is subsequently disclosed to the receiving Party with no obligation of confidentiality by a third party having the right to disclose it; or (iii) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.
- 1.4. "Damages" has the meaning set forth in Section 9.1 hereto.
- 1.5. "Dayco" means the legal entity in the Dayco group of companies that is identified as the "Purchaser" in the Long Term Purchase Agreement entered into with Licensee, in Licensee's capacity as a Supplier of the Licensed Products to Dayco.
- 1.6. "Licensed Marks" means the trademarks owned by Licensor, together with certain trademark applications and registrations therefor, as detailed in Exhibit TM to the Long Term Purchase Agreement.

1.7. "Licensed Products" means the "Items" (as such term is defined in the Long Term Purchase Agreement) manufactured by Licensee exclusively for Dayco and bearing the Licensed Marks.

1.8. "Licensee" means the "Supplier" as such term is defined in the Long Term Purchase Agreement.

1.9. "Licensee Parties" has the meaning set forth in Section 9.1 hereto.

1.10. "Licensor" means Dayco IP Holdings, LLC, a Delaware Limited Liability Company.

1.11. "Licensor Parties" has the meaning set forth in Section 9.1 hereto.

1.12. "Long Term Purchase Agreement" means the Long Term Purchase Agreement entered into between Dayco and Licensee for the purchase by Dayco of Licensed Products from Licensee.

1.13. "Materials" has the meaning set forth in Section 2.1 hereto.

1.14. "Party" means either Licensor, or Licensee, or any Affiliate of Licensee, and "Parties" means Licensor, Licensee and Licensee's Affiliates collectively.

1.15. "Person" means an individual, firm, corporation, company, partnership, limited liability company, trust, joint venture, governmental body or other entity.

1.16. "Term" has the meaning set forth in Article 3 hereof.

ARTICLE 2

LICENSE

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and its Affiliates, during the Term, the non-transferable, non-exclusive right and license to use the Licensed Marks on a royalty-free basis on and in connection with the manufacturing of the Licensed Products exclusively for sale to Dayco, *provided that* such Licensed Products, and all related packaging, advertising, and marketing materials ("Materials") comply with the quality standards set forth herein and those approved and issued by Licensor from time to time. Licensor shall be entitled to monitor and control the nature and quality of use of the Licensed Marks in connection with the Licensed Products and the Materials, and Licensor may appoint one or more representatives to monitor and exercise such control on Licensor's behalf. Such monitoring shall in no way lessen or limit Licensee's (or its Affiliates') obligations to use the Licensed Marks solely only as set forth herein. No other, further or different license is granted or implied and no assignment of any right or interest is made or intended herein. Licensor reserves all rights not expressly granted herein.

2.2. Marking. Licensee and its Affiliates agree to mark all Licensed Products and all Materials with appropriate trademark and copyright notices in a manner complying with written instructions issued by Licensor from time to time and, in any event, complying with the Trademark guidelines attached as Schedule A.

2.3. Approvals. At any time upon request of Licensor, and prior to manufacturing or exporting any Licensed Products or Materials incorporating any of the Licensed Marks for the first time, Licensee and/or its Affiliates shall furnish at their expense samples of such Licensed Products or Materials to Licensor. Licensee and its Affiliates may not make any material changes to the Licensed Products or Materials without seeking further written approval from Licensor or Dayco.

2.4. Quality. Licensee and its Affiliates acknowledge that Licensor maintains high standards for the goods offered and sold in connection with the Licensed Marks. Licensee and its Affiliates agree to maintain the quality of the Licensed Products and Materials, and the nature and quality of Licensee's (and its Affiliates') uses of the Licensed Marks in conformity with the standards communicated by Licensor to Licensee and its Affiliates from time to time. Licensee and its Affiliates represent and warrant that the Licensed Products and Materials shall continue to meet or exceed such standards. Licensee and its Affiliates shall use commercially reasonable efforts to ensure that (i) the Licensed Products and Materials comply with the requirements of this Agreement and all applicable laws, rules and regulations, and (ii) the Licensed Products and Materials shall not violate or infringe upon any intellectual property rights of any third party. Licensee and Affiliates shall inform Licensor in a timely manner of any recalls of any Licensed Products or Materials, or any investigation of or adverse action with respect to said Licensed Products undertaken by any governmental, regulatory, licensing or standards body, or any threatened or filed product liability or similar suit involving said Licensed Products or Materials.

2.5. Delegation in Part. Without limiting or waiving Licensor's rights, Licensor delegates in part to Licensee and Affiliates the continuing duty to exercise quality control regarding the nature and quality of the Licensed Products and Materials and the nature of Licensee's (or its Affiliates') uses of the Licensed Marks. Licensor may recommend and Licensee and its Affiliates shall adopt and comply with any reasonable procedures, tests, audits, surveys or the like to fulfill this delegation.

2.6. Non-Exclusive. Licensor shall be free to license the Licensed Marks to any Person for any product and/or any purpose on any terms it chooses.

2.7. Mandatory Use; No Co-Branding. During the Term of this Agreement, Licensee and its Affiliates agree to always brand and identify the Licensed Products using the Licensed Mark, and no other trademark, trade name or service mark. Licensee and its Affiliates shall not use the Licensed Mark with any trademarks or service marks owned by any Person other than Licensor, or in a manner that is perceived or could be perceived as co-branding or dual branding, as determined by Licensor in its sole discretion.

ARTICLE 3

TERM

3.1. Term. The Term of this Agreement shall commence on the date of the Long Term Purchase Agreement and continue in effect until this Agreement is terminated in accordance with the terms of Article 4 below.

ARTICLE 4

TERMINATION

4.1. Termination of Agreement. Licensor may terminate this Agreement immediately by written notice to Licensee if:

- (a) Licensee or any of its Affiliates is in material breach of any provision of this Agreement and fails to cure said breach within ten (10) days after receiving written notice of said breach from Licensor;
- (b) Licensee is in breach of (i) any Purchase Order issued by Dayco, (ii) the Long Term Purchase Agreement or (iii) any other contract or agreement between Licensee and Dayco or any member of the Dayco group of companies;
- (c) Licensee or any of its Affiliates shall: (i) be unable to pay its obligations when due; (ii) make any assignment for the benefit of creditors; (iii) file, or have filed against it, any petition for protection or relief from creditors or any petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property or a substantial portion thereof, or if any trustee in bankruptcy or insolvency shall be appointed for Licensee or any of its Affiliates; (iv) be in default upon any material debt obligation and such default shall be continuing beyond any applicable cure period, or if any creditor of Licensee or any of its Affiliates shall commence any action against Licensor to collect money or other obligations due from Licensee or its Affiliates; or
- (d) Licensor determines, in its sole discretion, that Licensor no longer wishes to license the Licensed Marks to Licensee.

4.2. Effect of Termination. Upon the termination of this Agreement for any reason, Licensor, Licensee and its Affiliates shall mutually cooperate to effect an orderly termination of their relationship as Licensor and Licensee, and Licensee shall within thirty (30) days: (i) cease manufacturing any new units of Licensed Products bearing or incorporating the Licensed Marks; and (ii) cease holding itself (or themselves) out as a licensee of Licensor or as an entity otherwise authorized or permitted to use the Licensed Marks.

4.3 Survival. Termination of this Agreement for any reason shall not affect obligations that: (i) have accrued as of the date of termination; (ii) arise out of occurrences prior to the termination date; or (iii) become effective upon termination, including, but not limited to, (A) the representations, warranties and obligations of Licensee (and its Affiliates) and Licensor as set forth herein; and (B) the obligations set forth in Sections 4.2 relating to the discontinuance of the use of the Licensed Marks upon termination of this Agreement, and Section 6.3 relating to assignment of rights in works incorporating or based on the Licensed Marks back to Licensor.

ARTICLE 5

ASSIGNMENTS AND SUBLICENSES

5.1. No Assignment or Sublicense. Licensee and its Affiliates shall not assign, transfer, or sublicense this Agreement, in whole or in part, to any Person. Any purported assignment, transfer, or sublicense of this Agreement shall be void and of no effect.

5.2. Assignment by Licensor. Any assignment of the Licensed Marks by Licensor shall be subject to this Agreement in the sense that Licensor shall be required to have the assignee agree in writing to take on the obligations of Licensor under this Agreement, for example through an assignment and assumption of this Agreement.

ARTICLE 6

OWNERSHIP; PROTECTION OF THE LICENSED MARKS

6.1. Licensor's Exclusive Ownership. Licensee and its Affiliates agree and acknowledge that throughout all the world all right, title, interest and ownership in and to the Licensed Marks, and all present and future applications to register and registrations thereof, as trademarks, service marks, trade names, domain names, trade dress, copyrighted works, derivative works, industrial models, designs, and the like, are and shall remain in Licensor, and Licensee and its Affiliates agree to render all reasonable assistance in maintenance of these rights. Further, Licensee and its Affiliates agree and acknowledge that all use and goodwill associated with or created by use of the Licensed Marks by Licensee or its Affiliates has inured and shall continue forever to inure to the benefit of Licensor. Upon termination of this Agreement all rights in and to the Licensed Marks, including all right to the use thereof, and all goodwill associated with use of the Licensed Marks, shall automatically revert back to Licensor and Licensor shall thereafter enjoy those rights as if this Agreement had never been executed. Licensee and its Affiliates shall not be entitled to receive from Licensor any kind of compensation, redundancy fee or whatever payment on the basis of any goodwill which might have arisen out of the implementation of this Agreement.

6.2. No Challenge. Licensee and its Affiliates shall not attack or impair or put at issue Licensor's rights in the Licensed Marks, or any of Licensor's applications or registrations therefor, nor assist anyone else in doing so. Except as licensed hereunder, Licensee and its Affiliates shall not use or apply to register the Licensed Marks or any confusingly similar service marks, trademarks, trade names, domain names, trade dress, copyrights, industrial models or designs, or any derivatives thereof, during the Term, and forever thereafter.

6.3. Copyrights. Any copyright which may exist or be created in any works of authorship provided by Licensor or in any print or electronic Materials incorporating or based on any of the Licensed Marks provided by Licensor to Licensee or its Affiliates hereunder, including, without limitation, any Materials designed or authored by Licensor, Licensee or any Affiliate, shall be the exclusive property of Licensor. Licensee and its Affiliates hereby assign, and upon request from Licensor from time to time, Licensee and its Affiliates agree to execute assignment agreements transferring all rights in any such works incorporating or based on the Licensed Marks back to Licensor.

6.4. Infringement. Licensee and its Affiliates agree to inform Licensor promptly of any infringement, or any passing off or unfair competition affecting the Licensed Marks that comes to their attention. Further, Licensee and its Affiliates agree to reasonably cooperate and assist Licensor at Licensor's expense in the protection and defense of any of Licensor's rights in the Licensed Marks, in the filing and prosecution of any trademark, trade dress, service mark, trade name, copyright, industrial model or design application, registration, renewal and the like, and in the doing of any other act with respect to the Licensed Marks, including the prevention of the use thereof by any unauthorized person, that in the reasonable discretion and judgment of Licensor may be necessary or desirable.

6.5. Enforcement. Licensor deems the Licensed Marks and related goodwill to be extremely valuable assets. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any infringement, passing off, unfair competition or misappropriation activities or other enforcement of Licensor's rights in the Licensed Marks. If Licensor so desires it may prosecute any actions, claims, lawsuits or proceedings in its own name or join Licensee and its Affiliates as parties thereto, all at Licensor's expense. Licensor shall be entitled to recover any and all sums of money awarded and materials delivered up as a result of any such actions, claims, lawsuits or proceedings.

6.6. No Actions by Licensee or its Affiliates. Licensee and its Affiliates shall not institute any lawsuit or take any action on account of any actual or alleged infringement, passing off or unfair competition, relating to the Licensed Marks. Licensee and its Affiliates shall not have any right or claim against Licensor for Licensor's failure to enforce its rights in the Licensed Marks or to prosecute any actual or alleged infringement, passing off, unfair competition or misappropriation by others in relation to the Licensed Marks.

ARTICLE 7

CONFIDENTIALITY

7.1. Confidentiality. During the course of performance of this Agreement, a Party may disclose to the other Party, or the other Party may come into the possession of, certain Confidential Information. Each Party shall hold such Confidential Information in confidence and shall take reasonable measures to protect it from public disclosure, such measures in no event to be less than the highest degree of care taken by each Party to protect its own Confidential Information. Neither Party shall disclose another Party's Confidential Information in violation of this Agreement, and each Party shall use it solely for the purpose of securing its rights and performing its obligations under this Agreement. Upon the termination of this Agreement, the receiving Party shall either return to the disclosing Party any Confidential Information of the disclosing Party in its possession (including all copies thereof or materials based on or incorporating such Confidential Information) or shall, at the disclosing Party's direction, destroy such Confidential Information and certify such destruction to the disclosing Party.

7.2. Court Ordered Disclosure. Either Party may disclose a Party's Confidential Information upon the order of any competent court or government agency; provided, however, that prior to any such disclosure, the receiving Party shall provide the disclosing Party with reasonable notice of such order and the opportunity to obtain protective relief.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.1. Mutual Representations. Each Party makes the following representations and warranties:

- (a) The Party has the full legal right, title, interest, power and authority to enter into this Agreement and to perform its legal obligations hereunder, and has taken all necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered on behalf of the Party, and constitutes a legal, valid, binding obligation, enforceable against the Party in accordance with its terms.
- (b) The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not conflict with or violate any requirement of applicable laws or regulations and do not conflict with, or constitute a default under, any contractual obligation of the Party.

8.2. Licensor Representation. Licensor represents and warrants to Licensee that as of the Effective Date, Licensor owns or possesses adequate licenses or other rights to use the Licensed Marks and to grant the rights and licenses herein. However, nothing in this Agreement shall be construed as a warranty or representation by Licensor that the Licensed Marks or the Materials are

or will be free from infringement of trademarks, copyrights, or other intellectual property of third parties.

8.3. Warranty Limitations. LICENSOR MAKES NO, AND HAS NOT MADE ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO, THE LICENSED MARKS FURNISHED BY LICENSOR UNDER THIS AGREEMENT, OR THE SALE OR OTHER DISPOSITION OF PRODUCTS OR MATERIALS INCORPORATING THE LICENSED MARKS. THE FOREGOING ARE ALL PROVIDED AS IS.

ARTICLE 9

INDEMNIFICATION

9.1. Indemnification. To the extent permissible under applicable law, neither Licensor nor its Affiliates, successors, legal representatives or assigns, or their respective officers, agents or employees (collectively, the "Licensor Parties"), shall be liable for any loss, damage, injury or other casualty of whatsoever kind, or by whomsoever caused (irrespective of negligence or fault, whether sole, concurrent, active, passive, comparative, strict, contractual or vicarious of said Party) (collectively, "Damages"), to the person or property of anyone, including but not limited to Licensee or any of its Affiliates, successors, legal representatives or assigns, or their respective officers, agents or employees (collectively, the "Licensee Parties"), relating in any way to the Licensee Parties', manufacture, exportation or use of the Licensed Products. Licensee agrees for itself and the other Licensee Parties to indemnify and hold harmless the Licensor Parties from and against all claims, counterclaims, demands, liabilities, suits, actions, losses, costs and expenses (including all reasonable expenses and attorneys' fees, in connection therewith) for any Damages arising from the Licensee Parties' manufacture, exportation or use of the Licensed Products.

9.2. Exclusion of Damages; Limitation of Liability LICENSOR PARTIES SHALL NOT BE LIABLE TO LICENSEE PARTIES FOR SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY MATERIALS FURNISHED BY LICENSOR UNDER THIS AGREEMENT, OR THE SALE OR OTHER DISPOSITION OF PRODUCTS INCORPORATING THE LICENSED MARKS, INCLUDING BUT NOT LIMITED TO DAMAGES MEASURING LOST PROFITS, GOODWILL OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 10

MISCELLANEOUS

10.1. Entire Agreement. This Agreement and all Schedules hereto constitute the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersede all prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

10.2. Binding Effect. All of the terms, agreements, representations, warranties and conditions of this Agreement are binding upon, inure to the benefit of and are enforceable by, the Parties and their respective successors and permitted assignees.

10.3. Section Headings; Schedules. The Article and Section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Any reference to schedules shall signify that such schedules are incorporated herein by reference.

10.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, USA, without giving effect to any choice of law principles.

10.5. Amendment. This Agreement may not be amended or modified except by a writing executed by both Parties.

10.6. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, including facsimile and electronic copies, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective as of the Effective Date once one counterpart has been signed by each Party and delivered to the other Party.

10.7. Interpretation. No provision of this Agreement shall be interpreted or construed against any Party because that Party or its legal representative drafted such provision. Any pronoun used in this Agreement shall be deemed to include singular and plural and masculine, feminine and neuter gender, as the case may be; the term "including" shall be construed to mean "including, but not limited to."

10.8. Notices. All notices, requests or other communications required or given in connection with this Agreement shall be in writing and shall be deemed given or made on the date hand-delivered by one Party to the other or the date received by mail or courier with signature of addressee required, giving such notice to the other Party at the address set forth in this paragraph, or such other address as shall have been given by written notice.

For Licensor:

Dayco IP Holdings, LLC
1650 Research Drive, Suite 200
Troy, Michigan 48083
Attention: Chief Legal Officer

For Licensee:

To the address set forth in the Long Term Purchase Agreement

10.9. Force Majeure. Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the Party so delaying and such Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using its best endeavors to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligation.

10.10. No Relationship Between the Parties. Neither Party shall use the name or credit of the other Party for any purpose whatsoever, nor shall they incur any obligation in the name of the other Party. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture between the Parties.

10.11. Waiver. Any waiver by either Party of any of the rights arising from any breach of any of the terms of this License shall not be construed as a waiver of any other terms nor shall such waiver be construed as continuing.

10.12 Language. This Agreement shall be construed in English. The English language version of this Agreement shall control.

SCHEDULE A

TRADEMARK GUIDELINES Rules for Proper Use of Trademarks

Trademarks should always be used as adjectives, and never as nouns, verbs, possessives or in the plural. The rules set forth below are stated in general terms and should therefore be helpful in the proper use of any of Dayco IP Holdings, LLC's (Dayco) trademarks. Although some of the rules are followed by examples incorporating specific trademarks, the rules are not limited to the particular trademarks mentioned in the examples.

1. **Capitalization.** Where a trademark consists of a word (as distinguished from a design), at least the initial letter of that word must be capitalized. The better practice is to use all capital letters for the trademark. In the case of "DAYCO," the reference may actually be a reference to the corporation, Dayco Products, LLC or Dayco IP Holdings, LLC ("Dayco") in which case only the initial letter should be capitalized and the trademark symbol "®" should not be used. But if the reference to "DAYCO" is to the products of Dayco, then "DAYCO" should be capitalized in its entirety and the trademark symbol may be used – i.e., DAYCO® - as mentioned below.

2. **New Applications.** As a matter of corporate policy, Dayco's trademarks may not be used in a new application without written authorization from the Legal Department.

3. **Trademarks are Adjectives.** Since a trademark is not a noun, it is often best to use a common descriptive name for the product in conjunction with the trademark.

Right: "We sell DAYCO® belts."

Wrong: "Shop for DAYCO."

4. **No Possessive Form.** Do not use a trademark in the possessive form.

Right: "DAYCO® belts are long lasting."

Wrong: "DAYCO'S prices are great."

5. **No Plural Form.** Do not use a trademark in the plural form.

Right: "They purchased two DAYCO® timing belts."

Wrong: "They purchased two DAYCOS."

6. **No Mutilation.** Do not coin any other word from a trademark, either by changing the spelling of a trademark or by adding a prefix or suffix to it, either with or without a hyphen, or by any other method.

Right: “. . . a DAYCO® timing belt-in-oil system.”

Wrong: ”We DAYCOED the new product lines.”

7. **Special Treatment.** Give each trademark “special treatment” so as to differentiate it from all other words. This is of particular importance in advertising, and it can be done in various ways. For example: (a) where the entire sentence (or leader) appears in block capital letters, enclose the trademark in quotation marks, underline it, display it in larger size letters than the other words or in a more prominent style or color, or use several of these techniques; or (b) display the trademark in block capital letters, but display all other words in the sentence in lower case letters.

Remember that your objective is to emphasize the trademark. Of course, the common descriptive name of the product should not receive the same special treatment given to the trademark.

The background behind a trademark should be suitably constant and contrasting and must not interfere with, or detract from, the instant recognition of the trademark. Textured and multicolored backgrounds should be avoided.

8. **Clear Zones, Legibility, Word Changes.** A clear zone must be maintained around any trademark to ensure its optimum recognition. No other symbols, text or graphic elements should appear within the zone.

Trademarks should never be surrounded by a line or border, or contained within a solid boxed area.

If a trademark logo contains any word or words, it should never be sized so small that the word or words are illegible.

Words that appear within a given logo should never be changed without prior review and approval of the Legal Department.

9. **Trademark Symbols.** The trademark symbols are summarized in the following table and appropriate use is explained in further detail below:

Registered Trademark Or Service Mark	Unregistered Trademark	Unregistered Service Mark
®	TM	SM

Where a trademark is registered in the appropriate governmental office of a particular country, use the form of registration notice prescribed by the laws of that

country. For example, if a trademark is registered in the United States Patent and Trademark Office, the proper form of notice would be any one of the following:

® [e.g., DAYCO®],
Registered in the U.S. Patent and Trademark Office
Reg. U.S. Pat. Off.

If a trademark has been approved for use with certain goods, but is not yet registered, use the “™” symbol next to the mark, as in the following example:

DAYCO™

10. **Notice of Owner.** When a trademark is used in the printed material of someone other than the owner of the trademark, the owner of the mark should be identified by an appropriate legend in the copy.

The owner of the trademarks used for the goods is Dayco IP Holdings, LLC. For example, in printed material that contains the DAYCO, the trademark legend should read:

*DAYCO® is a registered trademark of Dayco IP Holdings, LLC

If the package or publication in question contains the same trademark several times, the legend only needs to be used once on the package or in the publication, preferably on the page on which the trademark first appears. If the packaging or publication contains several Dayco trademarks, the legend should list all of the trademarks included in the publication. For example:

*DAYCO and DAYCO with Bar Design are registered trademarks of Dayco IP Holdings, LLC

If, for business reasons, a shorter form of trademark legend is desired, place an asterisk in the text opposite each trademark, and use the following shorter legend as a footnote:

*Registered trademark of Dayco IP Holdings, LLC

While our trademarks should never be translated, the balance of the above legend may be translated into a local language if necessary. If a mark is not registered in the country in which the advertisement or publication appears, delete the word “registered” from the legend.