



ASSET
PROTECTION
COUNCIL®

Intellectual Property Licensing Agreement and Permission of Use Standards and Instructions

We are delighted you have chosen to provide access to our Asset Protection planning to your clients through **Asset Protection Council®** (“APC”), and **Lodmell & Lodmell, P.C.®** (L&L), founder of the APC.

This document (“Agreement”) shall serve as your licensing and use agreement for the Licensed IP discussed and defined within, as well as the standards and guidelines to govern your licensed use of our IP and the materials we provide to you during the course of your affiliation with the APC. This Agreement is incorporated by reference to the Affiliate Agreement, which must be signed and returned to us prior to any use of our IP or materials. Unless otherwise express stated, the term of this Agreement and all the rights and obligations hereunder shall be the term of your Affiliate Agreement with APC.

1. License Grant

Subject to and in accordance with the terms and conditions hereunder and your full compliance with your Affiliate Agreement with the APC, we hereby grant to you a limited, non-exclusive, personal, non-assignable, non-royalty-bearing, non-sublicensable, revocable license to reproduce, distribute, and transmit certain intellectual property (referred to as “Licensed IP” or “IP” (as defined below)), certain proprietary tools informative and presentation materials (“Materials”) that we provide to you during the term of your affiliation with the APC in the United States under the following use guidelines for the duration of your membership in good standing of the **Asset Protection Council®**. The term of this license grant shall be the term of your membership with APC.

Your license to use the Licensed IP during the term of your Affiliate Agreement with APC is subject to the following requirements and conditions: (i) if you are an attorney,

that your co-counsel services under the Affiliate Agreement for Attorneys shall meet the professional standards of APC as outlined in that Affiliate Agreement and in this Agreement; (ii) if are not an attorney, that the services you provide under the Affiliate Attorney for Non-Attorneys shall meet the professional standards of APC as outlined in that Affiliate Agreement and herein; (iii) your use of the Materials and Licensed IP shall immediately cease upon termination or cancellation by either party of this Agreement; (iv) you acknowledge that as between the parties, APC and/or L&L is the owner of all the right, title, and interest in and to the Materials and Licensed IP and that you shall not contest APC and/or L&L's ownership in and to the Materials and Licensed IP or attempt to register the Licensed IP in any jurisdiction; and (v) any goodwill in any trademark, service mark, or certification or collective mark comprising the Materials and Licensed IP arising from your usage as an APC Affiliate shall inure to the sole benefit of APC and/or L&L accordingly. Any rights not expressly granted in this Agreement are hereby reserved. There are no implied rights.

“Licensed IP” and “IP” shall both mean the following rights:

1) The following Trademarks and Service Marks

- Bridge Trust[®]
- Asset Protection Limited Partnership[™]
- Asset Protection Council[®]
- APC[®]
- Asset Protection Council coin logo[®]
- Asset Protection Council coin logo with title[®]

2) The following Copyrights:

All copyrights embodied in the articles, blog posts, written outlines and materials, audio visual materials, including without limit videos and podcasts, as may be provided from time to time by APC to you for licensed use during the term of this Agreement.

2. Trademark Usage and IP Notice Signs

When referring to the Licensed IP, whether registered or unregistered, you must use the appropriate notice symbols (i.e. “©” “®” or “™”) in every instance of use pursuant to the guidelines set forth below. *If you have any questions, please contact APC prior to commencement of your usage of the Licensed IP!*

TRADEMARKS, SERVICE MARKS, COLLECTIVE AND CERTIFICATION MARKS

When using any of the Licensed IP marks under this Agreement please use them as follows:

Bridge Trust[®]

The name of our proprietary legal consulting services for trusts that provide benefits of both offshore and domestic asset protection trusts. This is a very unique Trust and as an Affiliate you distinguish yourself by offering your clients access to and/or information and education on this trademark branded and proprietary tool. If you are an attorney, you may only use the BRIDGE TRUST[®] Mark in connection with legal consulting services and trusts provided that meet the requirements of a Bridge Trust[®] as determined by APC. If you are not an attorney, you may only use the BRIDGE TRUST[®] Mark in connection with providing information on such trusts provided that they meet the requirements of a Bridge Trust[®] as determined by APC. Always use the ® symbol next to the BRIDGE TRUST[®] mark.

Asset Protection Limited Partnership[™]

Our Arizona registered limited partnership provides a strong advantage over many other states and is drafted with Asset Protection as the primary goal. This tool is most often linked to the **Bridge Trust[®]**. If you are an attorney, you may only use the **Asset Protection Limited Partnership[™]** Mark in connection with legal services provided in accordance with the terms and standards set forth in this Agreement and the Affiliate Agreement. If you are not an attorney, you may only use the **Asset Protection Limited Partnership[™]** Mark in connection with providing information on such an entity provided that they meet the requirements of an **Asset Protection Limited Partnership[™]** as determined by APC. Always use the [™] symbol next to the **Asset Protection Limited Partnership[™]** Mark.

Asset Protection Council[®]

By becoming an Affiliate, you become a member of the **Asset Protection Council[®]**. You may promote your affiliation and by using the **Asset Protection Council[®]** Mark and the logos below. Always use the ® symbol next to the **Asset Protection Council[®]** word and logo marks.

If you are an Attorney Affiliate, you may only use the **Asset Protection Council[®]** word and logo marks in connection with legal services provided in accordance with the terms and standards set forth in this Agreement and the Affiliate Agreement.

If you are a non-attorney Affiliate, you may only use the **Asset Protection Council[®]** word and logo marks in connection with consulting and business services provided in accordance with the terms and standards set forth in this Agreement and the Affiliate Agreement.

Asset Protection Council® Graphics & Logos:

These logo's are under development and will send a Vector file sent to you once they are finalized. For your design and planning purposes we have included the general logo and letterhead ideas below.

Coin Logo



Logo with title



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COPYRIGHTS

When using any of the Licensed IP copyrights under this Agreement, including without limit articles, blog posts, videos, and podcasts provided to you by APC, please use them as follows:

You must accompany any use, publication, copy, or transmission of any copyright protected APC materials provided to you by APC with a legend that reads: “© Asset Protection Council, L.L.C. [include the year of publication here], used under license.”

3. Restrictions on Your Usage

No partial usage. You are restricted from partial or derived use of the Intellectual Property licensed hereunder. That means any modifying or abridging any of the above trademarks or copyrighted works provided to you by APC is not approved or acceptable. For example, using the words “**Hybrid Bridge Trust**” instead of “**Bridge Trust**®,” is not permitted; cutting or editing our videos is also not permitted. Please use the exact marks and copyrighted works, unless we expressly state otherwise, and abide by the usage terms as they are listed in this Agreement and refrain from modifications to maintain the integrity of the Brand and support the value you receive when using it.

No right to use the mark Lodmell & Lodmell, P.C.® or portions of it. You may not use the **Lodmell & Lodmell, P.C.® Mark** in any manner, including to promote your business or services, except as expressly indicated herein. You also may not use the terms “Lodmell” or “Lodmell & Lodmell” in advertising, including without limitation in print, video, radio, or web advertising. You also may not purchase as a search term or use keywords or metadata on the terms “Lodmell” or “Lodmell & Lodmell”.

4. Approved Usage

Paid Digital Advertising (Google Pay-Per-Click):

Only during the term of your Affiliation Agreement with APC, you have permission to use only the following Trademarks in your paid-for Internet advertising:

Asset Protection Council®
Asset Management Limited Partnership™
Bridge Trust®

*****As a reminder: You may not advertise on or purchase or use keywords or website metadata on the terms "Lodmell" or "Lodmell & Lodmell"*****

Links and Hyperlinks

During the term of your Affiliation with APC under this Agreement and the Affiliate Attorney Agreement you may:

1. Feature on your website and in your promotional materials a link to the **Asset Protection Council**® Website at **www.assetprotectioncouncil.com**. You will receive a dedicated page with your photo, bio and personal information on the APC website as a member.
2. Refer to yourself as a "Member" or "Affiliate" of the Asset Protection Council™.
3. Feature on your website and in your promotional materials a link to the Lodmell law firm website at **www.lodmell.com**. The **Lodmell & Lodmell, P.C.**® brand is very strong in Asset Protection community.

Use of APC Blog posts and Articles on Your Websites and Social Media Accounts:

During the term of this Agreement, you have a license to directly use APC content that we approve for your public re-use, but only by using a hyperlink to our original post, by use of iframe (inline frame to embed our document into your HTML), or by use of a share feature on social media, and all only so long as the APC brand name remains visible in your usage. Your right to use this content terminates with the expiration or termination of your affiliation with the APC.

Use of APC Materials as Inspiration to Create Your Own Original Content:

During the course of your affiliation with APC, we will provide you with certain content that you may use solely as inspiration for your own original blog posts or articles. We insist that you write and publish these articles and blog posts in your own words. You agree to never cut and paste or copy word for word (or nearly word for word) our articles, blog posts, or other content, unless we give you express written authorization to do so. Such copying damages the strength and value of the APC brand and your own--when web content is exactly duplicated on another site, Google search results for ALL the websites that contain that identical content are diminished. Please adapt of any APC published blog or article that we give you permission to use as inspiration to formulate your own original content. You may retain the basic points and format in that case, but please ALWAYS USE YOUR OWN ORIGINAL WORDS FOR ALL WEB POSTED CONTENT (unless you are sharing pursuant to the above hyperlink, iframe, or share feature re-use discussed above)!

Use of APC Videos:

The **Asset Protection Council**® provides additional content in the form of videos. These videos are branded as APC and are designed to be used as embedded videos on your Affiliate websites and social media accounts. APC retains all ownership of the copyrights in those videos, and grants to you a limited license to use these videos only by sharing the link to the content posted on our webpage or by embedding the entire videos into your professional services website and branding the surrounding web page in which you post these videos with your own firm's brand and marks in addition to prominently identifying the APC as the source of the content, provided that you do not in any way alter the content of these videos and that you do not use the videos in a manner that could infringe, dilute, tarnish, violate, cause a loss of distinctiveness, harm, defame, disparage, misuse or bring into misuse the Licensed IP, **Lodmell & Lodmell, P.C.**® or APC or its principals, or members, or any members or affiliates of the APC. Your right to use this content terminates with the expiration or termination of your affiliation with the APC.

Presentation Style and General Advertising Guidelines:

Please check with and follow your State's Bar Guidelines. In general you should avoid making unverifiable claims about yourself, your firm, **Lodmell & Lodmell, P.C.**®, or the APC. As a general rule, do not include statements that:

- Cannot be verified by a 3rd party
- Imply or guarantee an outcome
- Characterize anyone as a "specialist" or "expert" in an area of the law without the corresponding State Bar specialization credentials
- Use subjective adjectives such as "Best", "Ultimate", "Leading", or any superlative or exaggeration

Our recommendation is that if you are in doubt, get an opinion from your Bar, a legal ethics attorney, or simply choose more conservative language.

Posting Content onto the APC Website

As a member of the APC, you will have access to post content directly onto the APC website and related forums that are controlled or operated by the APC. You hereby grant to the APC a perpetual, exclusive, assignable, sublicenseable, irrevocable license to use, reproduce, distribute, and transmit any and all content that you post on the APC website and related forums that are controlled or operated by the APC. You hereby represent and warrant to the APC that you are the sole author of all such content or that you have all the rights necessary to grant to APC the rights to use such content without infringing the rights of any third party. Affiliate hereby agrees to indemnify and hold harmless the APC and its parents, successors, affiliates, assigns, officers, directors, employees, and agents, from and against any and all claims (including claims by third parties), demands, judgments, losses, costs, damages, or expenses whatsoever (including reasonable attorneys fees and court costs) arising out of or in connection with (i) any breach by Affiliate of any obligation, representation, or warranty contained in this Agreement or your Affiliate Agreement with APC; (ii) allegation of intellectual property infringement

or business tort brought by a third party arising from Affiliates publication of content onto the APC website or social media accounts, or APC use thereof. The rights you grant to APC and your obligations under this paragraph shall survive termination or expiration of this Agreement.

5. Notification of Improper Use:

Should we become aware of an improper use of the Trademarked material, we will first notify you of the use and ask for a self-correction. The most common cause of this is a loss in translation as we are all dependent on third party providers to post and promote content. Should this approach be unsuccessful we may take further steps to correct the usage. A continued misuse of Trademarked material may result in legal action and removal of membership from the APC.

If you become aware of any infringement of the Licensed IP or our trade names, please report this usage to us immediately. We take our IP rights seriously and we will take steps as we believe are reasonably necessary to protect our IP and brand.

Questions:

Please contact us directly with any questions about the above use and/or terms of use of the IP material. Our goal is for our mutual affiliation to be productive and beneficial for you, your firm and your clients.

Further Terms of Use:

You will not transfer, delegate, or assign this Agreement or your rights or obligations hereunder, in whole or in part, whether by merger, change in control, operation of law, or otherwise, to any person or entity without the prior written consent of Licensor, such consent shall be subject to Licensor's sole and exclusive discretion. Any purported transfer or assignment of this Agreement in breach of this Agreement shall be null and void. Subject to the foregoing, this Agreement will inure to and bind all successors and permitted assigns.

This Agreement shall be governed and construed in accordance with the laws of the state of Florida, regardless of the laws related to choice of or conflict of laws. The Parties consent to personal jurisdiction and venue in the United States District Court in the Southern District of Florida, located in Palm Beach County, which shall have exclusive jurisdiction over any controversy or issue concerning, arising out of, or relating to this Agreement.

A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof.

This Intellectual Property Licensing Agreement and Permission of Use Standards and Instructions Agreement in conjunction with the Membership Offer Letter, the Affiliate Agreements, and the Affiliate Application constitute the entire agreement between the

Affiliate and APC hereto and shall not be modified, amended, or changed in any way except by written agreement signed by both Parties hereto, provided that APC shall retain the sole and exclusive right to update the definition of Licensed IP hereunder, the annual membership fee for membership in the APC, and the terms of the licenses granted to Affiliate hereunder. Any rights not expressly permitted hereunder are reserved by APC® and **Lodmell & Lodmell, P.C.®**.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restriction of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Affiliate acknowledge that the breach of this Agreement, including without limit misuse or infringement of the Licensed IP, shall cause APC and L&L irreparable harm for which money damages would be speculative or difficult to determine and that APC and L&L each individually shall be entitled to injunctive relief from any court of competent jurisdiction for such breach, without the obligation to post bond, in addition to any other remedy it may have at law or equity.

These terms are incorporated by reference into your Affiliate Agreement, which must be signed prior to your use of any of the above Licensed IP or Materials.