

**ADVANCED TELEVISION SYSTEMS COMMITTEE, INC.  
MEMBERSHIP MARK POLICY**

One of the core functions and activities of the ADVANCED TELEVISION SYSTEMS COMMITTEE, INC. ("ATSC") is the development and promotion of the implementation of voluntary Standards to advance terrestrial digital television broadcasting, and to facilitate interoperability with other media. In connection therewith, the officers and staff of ATSC have become aware that member organizations of ATSC and other entities are interested in the development by ATSC of a program through which membership in ATSC may be easily and symbolically indicated on (i) products that comply with those Standards by ATSC Members and (ii) advertising and promotional materials of ATSC Members. In view of that demand for such a program and the belief on the part of ATSC that such a program would be useful and beneficial to the Industry and to consumers, ATSC has developed and approved this Membership Mark Policy.

**Purpose And Elements.** This Membership Mark Policy (the "Policy") defines the ATSC processes for the adoption, creation and management of certain trademarks and/or service marks (collectively, "Mark" or "Marks") that will be controlled by ATSC but will be used by member organizations of ATSC (each an "ATSC Member" and, collectively, "ATSC Members") to signify membership in ATSC. Any ATSC Member in good standing shall be permitted to use any such Mark or Marks that ATSC has created, and may request that such a Mark be created and/or adopted by ATSC, when an ATSC Member desires to convey to the Industry or to consumers membership in ATSC.

1. **Applicable Trademark Principles.** This Policy is concerned with the category of trademarks and/or service marks known as "collective marks" or, in some instances, including in the Trademark Manual of Examining Procedure of the U.S. Patent and Trademark Office, as "collective membership marks." The Trademark Act of 1946, as amended, defines a collective mark as a trademark or service mark;
  - 1) used by the members of a cooperative, an association, or other collective group or organization, or
  - 2) which such cooperative, association, or other collective group or organization has a bona fide intention to use in commerce and applies to register on the principal register established by this [Act], and includes marks indicating membership in a union, an association, or other organization. (15 U.S.C. § 1127).

Collective membership marks are not trademarks or service marks in the ordinary sense; they do not indicate commercial origin of goods or services. The purpose of a collective membership mark is to indicate that the user of the mark is a member of a particular organization. The owner of a collective membership mark is normally the collective organization whose members use the mark. The owner of the collective membership mark exercises control over the use of the mark, but actual use of the mark is made by members of the collective organization rather than the organization itself. A collective membership mark may, but need not, include the term "member" or the equivalent. Nothing in the Trademark Act prohibits the use of the same mark as a collective membership mark by members and, also, as a trademark or a service mark by the collective organization.

ATSC has adopted and will seek federal registration as collective marks certain Marks signifying membership in ATSC (the "Membership Marks"). In accordance with trademark law, the Membership Marks may be, but are not required to be, marks owned and/or registered by ATSC as trademarks and/or service marks of ATSC. ATSC will own all right, title and interest to the use of said Membership Mark(s) to indicate membership in an organization concerned with digital television broadcasting. It shall be the policy of ATSC to make available the Membership Mark(s), as defined herein, to ATSC Members on reasonable and non-discriminatory terms, in accordance with this Policy.

As the owner of the Membership Mark(s), ATSC shall maintain an enforcement program. The applicable trademark laws require ATSC to maintain "legitimate control" over the Membership Mark(s). This requirement translates into two operational requirements. The first is that ATSC certify that users are ATSC Members. The second is that ATSC promulgate some enforcement method. The latter will be accomplished in the ATSC Membership Mark User Policies. ATSC may, from time to time, adopt, create and/or license use of Marks or types of Marks other than Membership Marks. This Policy does not apply to the adoption, creation and/or licensing of such Marks.

2. **Additional Definitions.** Capitalized terms used in this Policy shall have the meanings ascribed to them in this Section.
  - a. **"ATSC"** means the Advanced Television Systems Committee, Inc.
  - b. **"ATSC Member"** means a manufacturer and/or marketer of goods and/or services relating to the digital television industry that is a member of ATSC.
  - c. **"Membership Mark"** means any membership mark that may be adopted by ATSC in accordance with this Policy.
  - d. **"Certification Mark Policy"** means the Certification Mark Policy (Doc. B/35) adopted by ATSC on March 13, 2006 or as thereafter amended.
  - e. **"Standard"** means an ATSC Standard, as defined in the ATSC Bylaws.
3. **Adoption Of Membership Marks.** It shall initially be the responsibility of the officers and staff of ATSC to recommend that one or more Membership Marks be adopted to reflect membership in ATSC, and to design and recommend one or more particular Membership Marks to be adopted for that purpose. In accordance with trademark law, the Membership Marks may be, but are not required to be, marks owned and/or registered by ATSC as trademarks and/or service marks of ATSC. Upon the recommendation of the officers of ATSC, final approval and adoption of a particular Membership Mark shall be the function of the ATSC Board of Directors. The adoption of any particular Membership Mark shall include appropriate legal review and clearance of the proposed Mark. ATSC shall maintain, and may, in its sole discretion, make available to the Industry, a list of Membership Marks (Appendix 2) that ATSC has adopted.
4. **Requirements For Use.** It shall be the policy of ATSC that once a Membership Mark has been adopted by ATSC, such Membership Mark may be used for the sole purpose of indicating membership in ATSC, by any ATSC Member in good standing on or in connection with its goods and/or services, on the packaging thereof and/or in advertisements therefore. Any ATSC Member that uses any Membership Mark shall be deemed to have agreed to the ATSC Membership Mark User Policies that are attached hereto as Appendix 1 (the "User Policies"), and the obligation of such ATSC Member to abide by and comply with such User Policies shall be deemed to be a part of such ATSC Member's obligation, under the Bylaws of ATSC, to comply with all policies of ATSC.
5. **Term of Use.** In all cases, an ATSC Member shall have the right to use any ATSC Membership Mark only during the time that the ATSC Member remains a member in good standing in ATSC. If any ATSC Member that has used any Membership Mark discontinues its status as an ATSC Member or fails to remain in good standing as an ATSC Member, the right of that ATSC Member

to use any Membership Marks shall cease and such ATSC Member shall be required to comply with the relevant provisions of the User Policies regarding termination of the right to use any Membership Mark.

6. **Administration of Membership Mark Policy.** This Policy will be administered in a manner that is open, transparent and available to all interested parties whether members of ATSC or not, and in a manner that is non-discriminatory. This Policy will also be administered in a manner that minimizes the burdens on the ATSC officers and staff, and eliminates to the maximum extent possible any potential liabilities that could arise as a result of the creation of the ATSC Membership Mark program.

**Appendix 1 to ATSC  
Membership Mark Policy**

**ADVANCED TELEVISION SYSTEMS COMMITTEE, INC.  
MEMBERSHIP MARK USER POLICIES**

In accordance with the ATSC Membership Mark Policy, each ATSC Member (as defined therein) that uses any ATSC Membership Mark (as defined therein), shall be deemed to have agreed to and, as part of its membership in good standing in ATSC, be bound by the following policies regarding use of any ATSC Membership Mark. All terms used herein that are defined in the ATSC Membership Mark Policy shall have the same meaning herein as in such policy.

1. The right of any ATSC Member to use any ATSC Membership Mark shall be non-exclusive, non-transferable and royalty-free, and shall be effective only as long as such ATSC Member remains an ATSC Member in good standing and remains in compliance with all of the provisions of these User Policies.
2. Any ATSC Member that uses any Membership Mark shall be deemed to have acknowledged:
  - a. that ATSC owns all right, title, and interest in and to the Membership Marks, and has the sole right to control use of the Membership Marks;
  - b. that the Membership Marks are inherently distinctive and/or have acquired a secondary meaning and that the Membership Marks and the goodwill associated with the Membership Marks are of great value and belong exclusively to ATSC;
  - c. that any use of the Membership Marks by such ATSC Member shall inure to the benefit of, and be on behalf of, ATSC and will not create in such ATSC Member any right, title or interest in or to the Membership Marks; and
  - d. that such ATSC Member shall not, during the term of such ATSC Member's membership in ATSC or thereafter, challenge in any way the ownership of the Membership Marks by ATSC or any rights of ATSC to use or control use of the Membership Marks.
3. All uses of any Membership Mark by any ATSC Member, including all uses on any products, packaging, containers, labels, advertising and promotional materials, shall be subject to the review and approval of ATSC and shall be followed by an appropriate form of trademark notice, including (when appropriate) an encircled "R" notation ("®"), as directed by ATSC. An appropriate legend, such as "The ATSC Member Mark is a Collective Mark [or registered Collective Mark] of the Advanced Television Standards Committee, Inc." shall appear on all packaging of any and all products and in promotional and other material as may be required by ATSC, whenever the Membership Marks appear.
4. The Membership Marks may be used only in the form and manner approved by the ATSC and may not be used in combination with or close proximity to any other trademarks, service marks or certification marks, without the prior written approval of ATSC. Each ATSC Member that uses any Membership Mark shall comply with all applicable laws and regulations, obtain all appropriate government approvals, and maintain the highest standards of health, safety, and welfare pertaining to the sale, distribution, and advertising of goods and/or services on or in connection with which any Membership Marks are used.
5. Upon the reasonable request of ATSC, any ATSC Member that is using any Membership Mark shall provide to ATSC, at no cost to ATSC, a sample of any goods, packaging, containers, labels, advertising or promotional materials on or in connection with which any Membership Mark is being used so that ATSC can determine that each Membership Mark is being used in a manner that complies with these User Policies.
6. Any ATSC Member that uses any Membership Mark will not in any way suggest or imply that ATSC or any of its members has endorsed, recommended, sponsored or approved any goods or

services of such ATSC Member or that any product is compliant with any ATSC Standard or Recommended Practice.

7. The use by an ATSC Member of any Membership Mark shall not create an agency, partnership, or joint venture, or to create a fiduciary relationship or any other relationship between ATSC and such ATSC Member other than that of "Collective Mark Owner" and "Authorized User." Such ATSC Member shall not be and shall not be deemed to be an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of ATSC for any purpose whatsoever, and shall not be authorized to make any contract, warranty or representation, or to create any obligation on behalf of, ATSC.
8. Any ATSC Member that uses any Membership Mark shall be solely responsible for all its costs of operation, including marking, labeling, packaging, advertising, and/or promotional expenses and any expenses needed to comply with these User Policies.
9. Any ATSC Member may, at any time, cease using any Membership Mark on any goods and/or services. No ATSC Member shall be required to use any Membership Mark.
10. ATSC shall assume no liability for any claims, injuries or legal cost connected therewith, relating to or arising as a result of the manufacture, sales or merchandising by any ATSC Member that uses any Membership Mark of products bearing the Membership Marks or the use by such ATSC Member of the Membership Marks. Such ATSC Member shall indemnify and hold harmless each of ATSC; the officers, agents, employees and assigns of ATSC; and the member entities of ATSC, to the extent that such Indemnified Claims (as hereinafter defined) purportedly or allegedly arise from such ATSC member entities' status as members of ATSC, from any such claims, actions, proceedings, injuries, damages, costs, expenses and other losses and liabilities (including without limitation attorneys' and accountants' fees) accruing or resulting from customer or other usage of such products for any reason, including but not limited to defective or tampered with merchandise that either is or is not marked with or bearing the Membership Marks (the "Indemnified Claims").
11. Any ATSC Member that uses any Membership Mark shall notify ATSC promptly in writing of any infringement, imitation, or unauthorized use by any third party of any Membership Mark that comes to such ATSC Member's attention. Such ATSC Member shall assist ATSC in enforcement of any rights of ATSC related to any infringement, imitation, or unauthorized use of any membership Marks, as requested by ATSC. ATSC shall have the sole right to determine whether or not any action shall be taken on account of any such infringement, imitation, or unauthorized use, and ATSC shall have the sole right to employ counsel of its choosing, to direct the handling of any litigation and any settlement thereof, and to receive and retain all settlement amounts and all amounts awarded as damages, profits or otherwise in connection with such proceedings.
12. In the event that ATSC, in its sole discretion, determines that any ATSC Member has ceased to be a member in good standing of ATSC, or has failed to comply with any applicable ATSC policies (including these User Policies), such ATSC Member shall make such changes as are necessary to become a member in good standing and/or bring itself into compliance with such ATSC policies within twenty (20) days from receipt of written notification by ATSC of lapse in membership or non-compliance. In the event that such lapse or noncompliance continues, as determined by ATSC in its sole discretion, after such twenty (20) day cure period, the right of such ATSC Member to use any Membership Mark shall terminate.
13. In the event that the right of an ATSC Member to use any Membership Mark is terminated, such ATSC Member shall immediately cease to use the Membership Marks in any manner whatsoever and no products, containers, packaging, labels advertising or publicity materials bearing the Membership Marks shall be sold or otherwise publicly distributed thereafter by such ATSC Member or parties in privity with such ATSC Member.
14. The right of an ATSC Member to use the Membership Marks shall be assignable by such ATSC Member, with prior notice to ATSC, to a purchaser of such member's business in connection with

which such marks are used or to which such marks pertain, so long as the purchaser becomes and remains a member in good standing of ATSC.

15. No ATSC Member shall have the right to grant permission to any other party to use the Membership Marks without the express written permission of ATSC.

**Approved Membership Marks**

