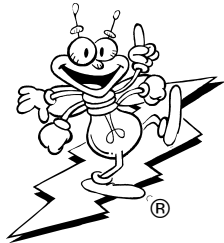

Guidelines for Louie the Lightning Bug® Program Licensees and Users of Louie the Lightning Bug® Service Mark Products



Compiled by
Moore Syndication, Inc.
3701 First Ave North, Birmingham, AL 35222
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Trademark ownership and product distribution

Both the name and design of the character Louie the Lightning Bug®, are service marks which are registered by the U.S. Patent and Trademark Office since 1985. Moore Syndication, Inc. has been licensed by the holder of the service mark registrations to sell Louie the Lightning Bug® merchandise and to license (sublicense) the use of additional products (television commercials, costumes and certain custom uses of the character) to electrical utilities under guidelines and restrictions granted by the service mark holder.

Classifications of customers

Louie the Lightning Bug® products may be purchased and distributed by electrical utilities which are both licensees and non-licensees of the program. These two classifications of customers (licensees and non-licensees) have different rights to the use of the character of Louie the Lightning Bug®. The purpose of this document is to define those rights.

Non-licensees

Non-licensees of the program are those utilities which do not hold a license agreement or pay an annual fee to Moore Syndication, Inc. These utilities may purchase Louie the Lightning Bug® merchandise directly from Moore Syndication, Inc. for educational purposes. Non-licensees may NOT reproduce the name or design of Louie the Lightning Bug® in any way, broadcast program commercials or educational videos or use the Louie costume or display balloons to local appearances.

Licensees

Licensees are those electrical utilities that participate in the program to its fullest extent by paying an annual licensing fee which allows them to: **(1.)** broadcast certain television commercials selected by the licensee, **(2.)** the right to purchase and use a Louie the Lightning Bug® costume, parade balloon or cold air balloon for public appearances, and **(3.)** the right to limited use of the Louie the Lightning Bug® design for licensees' unique communication programs. Moore Syndication, Inc. is available to assist licensees in developing and producing customized Louie the Lightning Bug® materials. Further, licensees agree to only use the Louie the Lightning Bug® representation, name and licensed products in accordance with certain guidelines established for the program. These guidelines follow.

Limited License

Utilities may purchase a limited license which entitles them to rights Numbers 2 and 3 above. Limited licensees must adhere to all guidelines for Louie the Lightning Bug® program licensees.

**Guidelines for
Louie the Lightning Bug® Program Licensees**

1. The name and design of the character Louie the Lightning Bug® are service marks registered by the U.S. Patent and Trademark Office since 1985. These service marks cover physical representations of the character, such as costumes and display balloons, as well as the animated and printed appearances of Louie the Lightning Bug®.
2. It is prohibited to reproduce the name or appearance of Louie the Lightning Bug® without specific permission of the owner of the Louie the Lightning Bug® service mark, which must be coordinated with the exclusive marketer of the Louie the Lightning Bug® program, Moore Syndication, Inc., located at 3701 First Avenue North, Birmingham, AL 35222, U.S.A., (205) 871-8819.
3. It is prohibited to reproduce the Louie the Lightning Bug® character appearing on any merchandise that is currently offered by Moore Syndication, Inc. Licensees which wish to use the name and design of Louie the Lightning Bug® for internal or external communication or for merchandise not currently available from the program marketer may do so provided they first receive express written permission from Moore Syndication, Inc.
4. Moore Syndication, Inc. is the sole and exclusive marketer of Louie the Lightning Bug® products. It is prohibited for any third party to manufacture or supply Louie the Lightning Bug® materials without Moore Syndication's prior written consent.
5. If any unauthorized supplier or manufacturer offers Louie the Lightning Bug® merchandise directly to a licensee, the licensee should contact Moore Syndication, Inc. immediately with the name and address of the supplier.
6. It is prohibited for anyone, including licensees, to reproduce the Louie the Lightning Bug® design in a non-printed form for any use whatsoever. This would include, but not be limited to, film, videotape, computer software, and computer networks (including internet).
7. Louie the Lightning Bug® trademarks may be used only in connection with educational services relating to the use of electricity, safety or conservation meeting the standards which shall be provided by or approved by the licensor, including any modifications of such standards as may be made from time to time by the licensor.
8. Licensees agree to advertise and use the Louie the Lightning Bug® trademarks in good taste and to refrain from advertising or using the trademarks in a manner which employs direct comparison with programs and/or service marks in a manner that unduly disparages such trademarks and/or competitive programs.
9. Licensees are specifically prohibited from creating a costume representation of the Louie the Lightning Bug® character.
10. Licensees do not have the right to sublicense or sell to others the right to use the service marks without the written consent of Moore Syndication, Inc.