



1 Paterson Process to a specified number of clients. Paterson failed to provide either of the franchisees with a  
2 Franchise Disclosure Document (“FDD”).

3 *Paterson Grants Franchisees the Right to Use a Trademarked Commercial Symbol*

4 3. On or around June 19, 2021, Paterson and Franchisee #1 entered into a Paterson Guide  
5 Provisional License Agreement (“Agreement #1”). On or around July 13, 2021, Paterson and Franchisee #2  
6 entered into a Paterson Guide Provisional License Agreement (“Agreement #2”).

7 4. Franchisee #1 and Franchisee #2 will be collectively referred to throughout this Consent Order  
8 as the “Franchisees.” Agreement #1 and Agreement #2 will be collectively referred to through this Consent  
9 Order as the “Agreements.”

10 5. As part of the Agreements, Paterson granted the Franchisees the non-exclusive right to use a  
11 commercial symbol in accordance with a set of “Brand Guidelines.” The Agreements permit the Franchisees  
12 to include the Paterson logo in their email signatures, on their business cards, and on their personal websites.  
13 The Agreements define the logo as one of Paterson’s “Trademarks.”<sup>1</sup>

14 *Paterson Provides a Marketing Plan to Franchisees*

15 6. Agreement #1 grants Franchisee #1 the right to provide the Paterson Process to up to 4 clients.  
16 Agreement #2 grants Franchisee #2 the right to provide the Paterson Process to up to 2 clients. The  
17 Agreements state that the rights conferred upon the Franchisees are subject to a number of additional  
18 conditions.

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22 <sup>1</sup> “Trademarks” are defined in the Agreement as all of Paterson’s “rights in and to U.S. and foreign trademarks, service marks,  
23 trade names, brand names, logos, corporate names, and domain names, and other similar designations of source, sponsorship,  
association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or  
unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or  
equivalent rights or forms of protection in any part of the world.”









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