

Royalty Agreement

This agreement **BETWEEN** Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd., Ohiopyle, PA 15470 ("OP"), D/B/A "My Town Originals®" a registered fictitious name,

AND _____ School located at

_____ (the "School")

License to use Marks: The school grants OP the non-exclusive right and a license to use the school Marks for marketing, manufacturing, and distribution of apparel and accessories ("Products") sold to retailers and consumers. School "Marks" are defined as school name, nickname, mascot, and related designs, logo graphics and symbols.

School Sales: This agreement shall not affect the purchase and sales of the School's booster clubs and bookstore in any way.

School Marks: The School warrants and represents that it is the owner of all rights in and to the licensed Marks. The School authorizes its Marks to OP for the sale and distribution of Products bearing the School's name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize OP to sublicense School Marks to other parties.

Indemnification: OP agrees to indemnify and hold the School, its officers, agents, employees, and assignees harmless from liability, loss or damage suffered as a result of claims, demands, cost or judgments, including legal fees arising out of the duties and obligations pursuant to license use school Marks in connection with any product sold by OP.

Term/Termination: This agreement will remain in effect for one year and will renew automatically. The School may terminate this agreement at any time for any reason upon written notification to OP. Upon written notification, OP will immediately discontinue production of any new products but shall retain the right to sell any remaining inventory.

Payments: Payment will be made to the School based on 7% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter. Any checks not cashed after 90 days from issuance will become property of OP

Persons executing this Agreement warrant and represent that they have been authorized to sign this Agreement to legally bind the party for which they are signing:

"Ohiopyle Prints Inc."

"School"

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

E-mail to: mytown@ohiopyleprints.com

Fax: _____

Fax to: (866) 314-1305

E-mail: _____

**Who is Ohiopyle Prints, Inc?**

Ohiopyle Prints, Inc (OP), established in 1981, is the leading manufacturer and supplier of community pride and school branded apparel and accessories to grocery and pharmacy retailers. It is our desire, as well as the desire of many of our grocery and pharmacy partners, to help financially support schools in the neighborhoods in which we work and live. We are proud to say that since our first check was cut we have distributed over 2 million dollars to schools across our nation.

Why should I sign this agreement?

A signed licensing agreement helps inform school administrators, faculty, clubs and organizations of the relationship between OP and your school as well as how the program works.

Most colleges have licensing agreements to insure they receive all royalties due on products bearing their Marks and can take action on those who do not have rights to use their Marks. With a signed agreement, we will provide you a listing of the retailers carrying your schools products we manufacture with your Marks in addition to the royalties we pay.

We believe the retail sales of school products will continue to grow and increase your need to have a signed agreement, just like colleges.

How do you determine the royalty payment and how often do you pay?

The royalties are calculated on 7% of the net sales of product bearing your school's name sold to retailers and consumers in your area. We will report and make payment to your school following the end of each quarter.

Does cashing this check or signing the agreement obligate our school to anything?

No. You can stop the program at any time. Upon written notification, OP will discontinue all manufacturing but shall retain the right to sell any remaining inventory.

For what can our school use this money?

Checks are a general fund and may be used any way your school chooses.

Will our school continue to receive royalty payments from OP if we don't sign an agreement?

Yes, unless we are instructed otherwise, we will continue to sell products using your school name and mascot to local retailers and send a voluntary royalty payment to your school.

Does our school have to do anything once we sign an agreement?

No, OP does everything. We do the selling, manufacturing, shipping, billing and royalty payments.

Does signing an agreement affect our booster clubs?

No, the agreement does not affect or prevent your bookstore or booster clubs from selling or distributing products.

Can I sign your agreement if I have already signed with another company?

As long as your agreement with the other company is non-exclusive, then yes.

What does non-exclusive mean?

If you are licensed with OP you may still license with another company.

Can our school and booster clubs buy direct from OP?

Yes, we encourage you to order direct from OP where we offer a wide variety of high fashion, high quality proven products. Call 800-365-7365 for information and volume pricing. No royalties are collected or paid on products sold direct to schools and booster clubs.

Are there any liability risks for our school because of a signed agreement with OP?

No, OP assumes all liability for their products that are sold to retailers. OP meets or exceeds all requirements set by the Consumer Products Safety Improvement Act (CPSIA) for Lead, Phthalates and other harmful substances.

What are school MARKS and will we retain the rights to our MARKS if we sign an agreement?

"Marks" means all of your school's service Marks, school name, nickname, mascot and related designs, logo graphics and symbols. By signing the agreement, you have given OP the permission to use your Marks but have not given us the rights to your Marks

Will our school retain the rights to our MARKS if we sign an agreement?

Yes, by signing the agreement you have given OP the permission to use your Marks but have not given us the rights to your Marks.

How do I identify OP products in my local retailers?

Our products are marketed under the trademarked name "MyTown Originals®". All of our products are clearly marked with stickers bearing the name MyTown Originals® or will have a UPC code starting with 7-49145.



MYTOWN ORIGINALS®

SCHOOL Products

MyTown Originals® is a division of Ohiopyle Prints, Inc.

Over
\$2.5 MILLION
Raised & Donated

"It is indeed rare to find a company who voluntarily offers a donation for profit earned by using our name"

-St. Johns
Delphos, OH

We are proud to enclose your school's quarterly donation, based on 7% of net sales of product bearing your school's name. This merchandise is sold at a retailer in your area.

We encourage you to return the enclosed / attached non-exclusive royalty agreement. Signing the written agreement is completely at your school's discretion. Either way, Ohiopyle Prints, Inc. will continue to support your school as we have in the past. It's important for you to notify us if you've changed or trademarked your name, logo, or mascot.

Enclosed is a copy of our royalty agreement for your review or you can license on line at www.highschoollicensing.com under the sign up tab. You can fax the signed licensing agreement to 1-866-314-1305 or email to mytown@ohiopyleprints.com or mail to: MyTown Originals®, C/O Ohiopyle Prints, Inc., 410 Dinner Bell Road, Ohiopyle, PA 15470.

If you have any questions please contact our friendly customer service at 800-365-7365.

We are the vendor of choice in these fine supermarket and drug store locations:



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