

Royalty Agreement

This agreement is **BETWEEN** Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd. Ohiopyle, PA 15470 ("OP"),

AND **LARRY A. RYLE HIGH SCHOOL**

Full School Name

School located at

10379 US 42, UNION KY 41091

Street, City, State, Zip

(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.

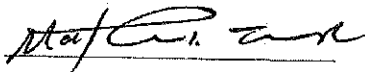
Payments: Payment will be made to the School based on 7% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter. Any checks not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

"School"

"Ohiopyle Prints Inc."

Signature:



Signature:

Name:

MATTHEW TURNER

Name:

Title:

PRINCIPAL

Title:

Date:

Date:

Fax:

Fax to:

1-866-314-1305

Email:

matthew.turner@boone.kyschools.us

Email to:

mytown@ohiopyleprints.com



Thank you. Please save a copy for your records & return via email or fax.
A fully executed copy will be emailed back to you from Ohiopyle Prints Inc.



www.highschoollicensing.com

Ohiopyle Prints, Inc.
410 Dinnerbell Road
Ohiopyle, PA 15470
Phone: 1-800-365-7365
mytown@ohiopyleprints.com

October 31, 2019

Dear Valued Partner,

Ohiopyle Prints, Inc. is proud to enclose your quarterly royalty check based on the sale of spirit wear bearing your school name sold at local retailers. Please deposit the check within 90 days. Proceeds may be used at your discretion.

Let's make it official!

According to our records, we do not have a completed, non-exclusive licensing agreement on file for your school. While we will continue to send your quarterly royalty checks, here are the perks of completing the document today:

- A check history report included with each check
- A current retailer report included with each check
- Documentation of our partnership for your records
- No liability. Ohiopyle Prints, Inc. assumes all of the risk

Together we are promoting school spirit in your community and funds for education. A royalty payment is made to your school for 7% of the wholesale cost of spirit wear bearing your school name sold at local retailers. One hundred percent of the royalties collected will be issued within 30 days after the end of each quarter. Checks will be sent directly from Ohiopyle Prints, Inc.

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



Over \$7 Million Raised & Donated to Schools Nationwide

For more information, please refer to the FAQ sheet or visit www.highschoollicensing.com.

Return the enclosed non-exclusive licensing agreement by
faxing to 1-866-314-1305 or email to mytown@ohiopyleprints.com.

Frequently Asked Questions

Who is OhioPyle Prints, Inc.?

OhioPyle Prints, Inc. (OP), established in 1981, is the leading manufacturer and supplier of school spirit wear to grocery and pharmacy retailers. It is our desire, as well as the desire of our retail partners, to help financially support schools in the neighborhoods in which we work and live.

Why should I sign this non-exclusive 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 ensure 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 with 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 wholesale cost invoiced to our retail partners in your area. We will report and make payment to your school 30 days after the end of each quarter.

Does cashing this check obligate our school to anything?

No. You can cancel the program at any time.

What can our school use this money for?

Royalty checks are a general fund and may be used any way your school sees fit.

Will our school continue to receive royalty payments from OP if we do not sign an agreement?

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

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

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

Does signing an agreement affect our booster clubs?

No. The licensing agreement does not affect or prevent your school organizations or booster clubs from selling or distributing products.

Can our school and booster clubs buy direct from OP?

Yes! We encourage you to order direct from OP. We offer a wide variety of trendy, high quality products. Please call 1-800-365-7365 for information and pricing. No royalties are collected or paid on products sold direct to schools or 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?

'Marks' means all of your school's service Marks, school name, nickname, mascot and related designs, logo graphics and symbols.

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

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

Can our school terminate the agreement with OP?

Yes. You can terminate this agreement at any time and for any reason. Upon written notification to OP, we will discontinue all manufacturing but shall retain the right to sell any remaining inventory.

How do I identify OP products in my local retailers?

As of 2019, we have updated our product branding to reflect our company name, OhioPyle Prints Inc, and honor our heritage with a new logo worded "OhioPyle 81". You may find product in retail locations from past years containing the trademarked name "MyTown Originals®". All of our products contain a UPC code beginning with 7-49145.



OhioPyle Prints, Inc. • 1-800-365-7365 • mytown@ohiopyleprints.com • www.highschoollicensing.com

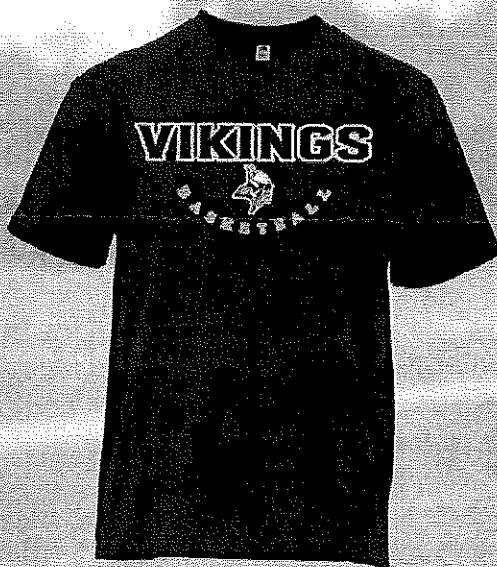
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QTR3CM

Basketball Banquet & Senior Gifts

Please Pass This Flyer On To The Basketball Coach!



Pass Drill

Adult T-Shirt

\$7.80 | 24 pc. minimum



Pass Drill

Adult Hood

\$15.60 | 24 pc. minimum



Blacksburg

Spirit Socks

\$7.80 | 6 pc. minimum



Circle Mascot

28oz Waterbottle

\$6.60 | 3 pc. minimum



Brick House

Performance Cinch Backpack

\$10.20 | 6 pc. minimum

More Spirit Wear & Designs Available!
Call or Email For More Info

Phone: 1-800-365-7365 | Fax: 1-866-314-1305 | mytown@ohiopyleprints.com



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