



ATTENTION: CLC Licensee
RE: Authorized Manufacturer's Agreement

The execution of the enclosed Authorized Manufacturer's Agreement ("AMA") will allow a third-party manufacturer to print and/or embroider product incorporating the marks of the Collegiate Institutions represented by CLC specifically for orders placed by your company. The CLC License Agreement disallows third-party manufacturers from producing merchandise without the execution of the AMA. Your company, as the licensee, remains responsible for maintaining the License Agreement, obtaining all approvals, labeling and distributing all product, invoicing all accounts, and paying all royalties due.

Please have an officer of your company sign the enclosed AMA and forward it to the manufacturer you would like to authorize. We recommend that you include this memo and a copy of your License Agreement along with the AMA. The manufacturer must complete Paragraph 1, sign the agreement, fully disclose its factory site location(s), and return it to me directly. Once the AMA is received and finalized by CLC, a fully executed copy will be returned to your attention.

Please note the CLC Special Agreement regarding Labor Codes of Conduct also requires you to disclose the factory site location of each company used in the production of items that bear the indicia of the Collegiate Institutions represented by CLC, including facilities owned and operated by your company. A separate "Factory Site Disclosure Form" will be forwarded to you with the CLC Special Agreement regarding Labor Codes of Conduct once Phase II of the licensing process has been completed.

Until CLC returns a fully executed copy of the AMA to you, the third-party manufacturer(s) remains unauthorized to print and/or embroider product incorporating the indicia of collegiate institutions represented by CLC for orders placed by your company.

Please feel free to make copies of the enclosed original Agreement if you have more than one third-party manufacturer that you would like to authorize.

If you should have any questions, please email or call me.

FACTORY/AUTHORIZED MANUFACTURER INSTRUCTIONS

Please complete and sign the attached Agreement in order to produce merchandise in response to orders from the requesting company. Please fill in Paragraph 1 and signature the Agreement. In addition, you must disclose all of your factory site location(s) on the last page of the Agreement. **Your customer is not permitted to sell or distribute the requested merchandise until we receive the executed Agreement from you and CLC executes it and returns it to your customer.** CLC will encourage your customer to forward a copy of the final Agreement to you. To expedite the process, we strongly recommend that you fax your response directly to CLC.

Please fax your response to: 770-955-4491

or mail to: 290 Interstate North, Suite 200, Atlanta, GA 30339 USA

AUTHORIZED MANUFACTURER'S AGREEMENT

This is an Agreement between _____ (“**Manufacturer**”), a _____ organized under the laws of the state of _____, having a principal place of business at _____, and the Collegiate Licensing Company, a Georgia corporation, having a principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 (“**CLC**”), as agent on behalf of the Collegiate Institutions (as defined below).

WHEREAS CLC is authorized on behalf of the individual colleges, universities and other institutions represented by CLC (“**Collegiate Institutions**”) to enter into license agreements on their behalf, providing for licensees to manufacture merchandise bearing certain names, marks and other indicia (“**Licensed Indicia**”) of certain Collegiate Institutions; and

WHEREAS Manufacturer desires to be authorized, for the limited purposes stated herein, to utilize Licensed Indicia in connection with the manufacture of certain articles of merchandise or components thereof bearing Licensed Indicia (“**Licensed Articles**”).

NOW, THEREFORE, in consideration of the parties’ mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. GRANT OF AUTHORIZATION

(a) Grant: The Collegiate Institutions, through CLC, grant Manufacturer the limited nonexclusive authorization to produce certain of the Licensed Articles pursuant to orders placed by _____ (**Licensee name**), a CLC licensee (“**Licensee**”), located at _____
_____. Said Licensed Articles must be approved by CLC and the Collegiate Institutions, and be manufactured in accordance with the license agreement between CLC and Licensee, which agreement is incorporated herein by reference. Manufacturer warrants that Licensed Articles or components shall be free from defects in materials and workmanship, and at no time shall the quality of Licensed Articles or components fall below that of any sample approved through Licensee and CLC.

(b) Term: This Agreement shall be effective the last date of signature below and shall be terminated by CLC (1) if Licensee’s agreement with CLC expires or is terminated for any reason; (2) if Licensee discontinues its relationship with Manufacturer with respect to Licensed Articles; or (3) upon notice to Manufacturer at any time, with or without cause, including but not limited to, for breach by the Manufacturer of the provisions of Paragraph 2 of this Agreement, or if the quality of the Licensed Articles does not meet CLC’s and the Collegiate Institution’s quality standards.

2. LIMITATION ON GRANT

Manufacturer recognizes that its limited authorization to use the Licensed Indicia pursuant to this Agreement extends only to Licensed Articles produced by Manufacturer exclusively for sale to Licensee in accordance with the manufacturing, product and packaging specifications established by CLC and the Collegiate Institutions, and agrees that it shall manufacture said items only as ordered by Licensee, and shall sell or distribute said products only to Licensee. Manufacturer shall not and acknowledges that it has no right to produce Licensed Articles, or have Licensed Articles produced, which either bear the Licensed Indicia or indicia confusingly similar to Licensed Indicia, for any other purpose, person or organization without prior approval of CLC and the Collegiate Institutions.

3. OWNERSHIP OF LICENSED INDICIA

(a) Manufacturer acknowledges that the Collegiate Institutions own the Licensed Indicia, as well as any indicia adopted and used or approved for use by the Collegiate Institutions, that Manufacturer's use of the Licensed Indicia shall inure to the benefit of the Collegiate Institutions, and that Manufacturer shall not, at any time, file any trademark application with the United States Patent and Trademark Office, or with any other governmental entity for the Licensed Indicia. Manufacturer shall not oppose or seek to cancel or challenge, in any forum, including, but not limited to, the United States Patent and Trademark Office, any application or registration of the Collegiate Institutions. Manufacturer agrees that it shall not, during the term of this Agreement or thereafter, attack the property rights of the Collegiate Institutions or the validity of this Agreement.

(b) Manufacturer acknowledges that its breach of this Agreement will result in immediate and irreparable damage to CLC and/or the Collegiate Institutions and that money damages alone would be inadequate to compensate CLC and/or the Collegiate Institutions. Therefore, in the event of a breach or threatened breach of this Agreement by Manufacturer, CLC and/or the Collegiate Institutions may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

4. RECORDS AND RIGHT TO AUDIT

Manufacturer warrants that it shall maintain accurate books, accounts and records covering all transactions relating to this Agreement. CLC and/or its duly authorized representatives shall have the right to examine such books, accounts and records and all other documents and material in Manufacturer's possession or under its control, with respect to the subject matter and terms of this Agreement, and shall have a reasonable amount of freedom and access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. All such books, accounts and records shall be kept available for at least three (3) years after the termination or expiration of this Agreement.

5. INDEMNIFICATION AND INSURANCE

(a) Manufacturer is responsible for, and will defend, indemnify and hold harmless CLC, the Collegiate Institutions, and their respective officers, agents, and employees (collectively "Indemnified Parties") from any claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of (i) any unauthorized use of or infringement of any patent, copyright, trademark or other proprietary right by Manufacturer in connection with the designs and Licensed Articles covered by this Agreement, (ii) alleged defects or deficiencies in said Licensed Articles or the use thereof, or false advertising, fraud, misrepresentation or other claims related to the Licensed Articles not involving a claim of right to the Licensed Indicia, (iii) the unauthorized use of the Licensed Indicia or any breach by Manufacturer of this Agreement, (iv) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party, and/or (v) agreements or alleged agreements made or entered into by Manufacturer to effectuate the terms of this Agreement. The indemnifications hereunder shall survive the expiration or termination of this Agreement.

(b) Prior to the first sale of any Licensed Article, Manufacturer shall obtain, and thereafter maintain, Commercial General Liability insurance, including product and contractual liability insurance, providing adequate protection for the Indemnified Parties as additional insured parties on Manufacturer's policy against any claims, demands, or causes of action and damages, including reasonable attorney's fees, arising out of any of the circumstances described in Paragraph 5(a) above. Such insurance policy shall not be canceled or materially changed in form without at least thirty (30) days written notice to CLC. CLC shall be furnished with a certificate of such insurance and endorsements in the form prescribed by CLC. Manufacturer agrees that such insurance policy or policies shall provide coverage of one million dollars (\$1,000,000) for personal and advertising injury, bodily injury and property damage arising out of each occurrence, or Manufacturer's standard insurance policy limits, whichever is greater. However, recognizing that the

aforsaid amounts may be inappropriate with regard to specific classes of goods, it is contemplated that CLC may make reasonable adjustment to the foregoing amounts. Any adjustment must be confirmed in writing by CLC.

6. CONFORMITY TO LAW AND POLICY

(a) Manufacturer shall comply with such guidelines, policies, and/or requirements as CLC may announce from time to time. Manufacturer shall comply with all laws, regulations and standards relating or pertaining to the manufacture and distribution of the Licensed Articles and shall maintain the highest quality and standards. Manufacturer shall comply with the requirements of any regulatory agencies (including without limitation the United States Consumer Product Safety Commission) which shall have jurisdiction over the Licensed Articles.

(b) Manufacturer undertakes and agrees to obtain and maintain all permits and licenses, at Manufacturer's expense, necessary for Manufacturer to conduct business under this Agreement.

(c) Manufacturer shall pay all federal, state, and local taxes due, if any, on or by reason of the manufacture and distribution of the Licensed Articles.

7. POST-TERMINATION

After expiration or termination of this Agreement for any reason, Manufacturer shall refrain from further use of any of the Licensed Indicia or any similar mark, including any geographic reference or depiction, directly or indirectly, or any derivation of the Licensed Indicia or a similar mark. The terms and conditions of this Agreement providing for any activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

8. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. NON-ASSIGNABILITY

This Agreement is personal to Manufacturer, and Manufacturer shall not sublicense or franchise any of its rights. Neither this Agreement nor any of Manufacturer's rights shall be sold, transferred or assigned by Manufacturer without CLC's prior written approval, and no rights shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other party. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Manufacturer and shall inure to the benefit of CLC, its successors and assigns.

10. NO WAIVER, MODIFICATION, ETC.

This Agreement constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Manufacturer, CLC and Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by each party. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

11. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes. This Agreement shall not be binding on CLC until signed by an officer of CLC.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

MANUFACTURER:

ACKNOWLEDGED & AGREED TO BY LICENSEE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company Name: _____

THE COLLEGIATE LICENSING COMPANY:

By: _____

Title: Vice President

Date: _____

FACTORY SITE DISCLOSURE

Factory Name: _____

Zip Code: _____

Contact Name: _____

Country: _____

Street Address: _____

Phone Number: _____

Facsimile Number: _____

City/State: _____

E-mail Address: _____

***A street address must be provided. A PO Box will not suffice.**

Product Information

Please provide a brief, general description of each product produced

Please list the name that will appear on the sew-in label on these goods:

_____ N

ature of Business Association (please check only one)

- Subsidiary – factory and licensee are owned by the same parent company
- Contractor – applies logo on behalf of the licensee
- Manufacturer – produces product and applies logo on behalf of the licensee
- Other – please provide a detailed description _____