

**SCHEDULE B**  
**MANUFACTURER’S AGREEMENT**

This letter agreement is effective upon signature by both parties and shall provide written confirmation that the undersigned licensee (the “Licensee”) has engaged our company, the undersigned manufacturer (the “Manufacturer”), to produce Licensed Products pursuant to a License Agreement by and between Licensee and Exemplar Associates, LLC (the “Agreement”).

As Manufacturer, we acknowledge and agree that we have: (i) received and read a copy of the Agreement; (ii) agree to be bound by the terms and conditions of the Agreement, but only with respect to all relevant provisions addressing the manufacture of Licensed Products and Code of Conduct (as those terms are defined or referenced in the Agreement); and (iii) no right to distribute, sell, use, advertise or promote the Licensed Products other than what is contemplated and allowed in the Agreement.

Furthermore, we recognize the goodwill associated with the Licensed Marks (as this term is defined in the Agreement) and agree that all uses of the Licensed Marks, including the goodwill therein, shall inure to the benefit of the Properties (as defined in the Agreement) and that we acquire no right, title or interest in the Licensed Marks or the goodwill associated with them, other than the right to produce Licensed Products for Licensee according to the terms and conditions of the Agreement.

Finally, we agree to defend, indemnify and hold harmless Exemplar and the Properties in the Agreement, and their respective officers, agents, and employees from any claims, demands, causes of action or damages, including reasonable attorney’s fees, relating to or arising out of: (i) our activities as Manufacturer; (ii) defects or alleged defects or deficiencies in the Licensed Products and/or designs covered by the Agreement that we produce; or (iii) our breach of this letter agreement. We acknowledge and agree that the indemnifications hereunder shall survive the expiration or termination of the Agreement and this letter agreement.

Manufacturer Name (printed): \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Licensee Name (printed): \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_