

TRADEMARK AND CONTENT LICENSE AGREEMENT

This Trademark and Content License Agreement (this “Agreement”), is a binding contract between CUSTOMER on the one hand and First Quality Products, Inc. and First Quality Baby Products, LLC (individually and collectively, “FQ”) on the other relating to a license to use the Trademarks and the Copyright Content, both as hereinafter defined.

FQ LICENSES THE TRADEMARKS AND COPYRIGHT CONTENT TO CUSTOMER SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY USING THE TRADEMARKS AND/OR COPYRIGHT CONTENT, CUSTOMER ACCEPTS THIS AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS.

1. FQ owns PREVAIL®, CONTINENCE COACH™ and CUTIES®, and all related goodwill (collectively, “the Trademarks”) and the content from the prevail.com and cuties.com websites and other content provided to CUSTOMER by FQ (collectively, “the Copyright Content”).

2. FQ hereby grants CUSTOMER, throughout the United States, the limited, non-exclusive, non-assignable, non-transferable, revocable license to use the Trademarks and Copyright Content solely in connection with products purchased by CUSTOMER from FQ, and solely for the Licensed Uses. Licensed Uses shall be defined as: (a) linking to prevail.com and/or cuties.com from CUSTOMER’s Site; (b) using the Copyright Content on CUSTOMER’s Site (including web pages and downloads); and (c) using the Copyright Content on CUSTOMER’s promotional materials. All uses of the Trademarks and Copyright Content are subject to FQ’s consent, which FQ may deny at its sole discretion.

3. The Licensed Uses do not include any other use except as otherwise agreed upon in writing by the parties

4. CUSTOMER shall not edit, alter, modify, combine with other content, or create any derivative works of the Trademarks and/or Copyright Content without FQ’s prior written approval.

5. If FQ instructs CUSTOMER to delete or make inaccessible any Copyright Content on CUSTOMER’s Site and/or to stop distributing, displaying or otherwise using any

Copyright Content, CUSTOMER shall comply with such instruction as promptly as possible and, in any case, within 24 hours.

6. CUSTOMER agrees that all uses that CUSTOMER shall make of the Trademarks shall be of such style, appearance and quality as to protect the Trademarks and goodwill pertaining thereto, and that all such uses that it makes shall be consistent with applicable Federal, State, and local laws.

7. CUSTOMER is familiar with the quality of products identified by the Trademarks and used by FQ. CUSTOMER shall conduct all business operations concerning the Trademarks in a manner substantially consistent with that quality.

8. FQ or its authorized representative shall have the right, at all reasonable times and upon advance notice, to inspect the advertising and any other use of the Trademarks by CUSTOMER to insure proper use of the Trademarks. FQ or its authorized representative shall also have the right to request and receive from time to time, without charge, a reasonable number of sample advertising or other materials bearing the Trademarks. Upon notice by FQ to CUSTOMER in writing of any deficiencies in such quality standards, CUSTOMER shall promptly remedy such deficiencies.

9. CUSTOMER acknowledges that FQ is the sole owner of the Trademarks, Copyright Content and the related goodwill. All uses of the Trademarks by CUSTOMER under this Agreement shall inure to the exclusive benefit of FQ.

10. CUSTOMER agrees that it will not in any way challenge the validity of the Trademarks or the Copyright Content, or the rights of FQ in the Trademarks or the Copyright Content.

11. CUSTOMER shall include on all uses of the Trademarks the legend:

- (a). "PREVAIL® is a registered trademark of First Quality Products, Inc., used under License."
- (b). "Cuties® is a registered trademark of First Quality Products, Inc., used under License."
- (c) "[CUSTOMER's name] is an authorized distributor of FQ"

12. CUSTOMER will defend, indemnify and hold FQ harmless against losses, liabilities, costs, actions, claims and other obligations and proceedings, including any attorneys' fees incurred that may arise out of any third party action or similar proceeding against FQ or

CUSTOMER for infringement of such third party's rights by CUSTOMER's advertising or materials featuring the Trademarks and/or use of the Copyright Content.

13. This Agreement is for a term of two years and may be renewed in writing by the parties.

14. Either party shall have the right to terminate and cancel this Agreement at any time for any reason or no reason at all by giving fifteen (15) days notice in writing to the other party.

15. Upon termination of this Agreement for any reason, the license granted by FQ to CUSTOMER shall terminate and CUSTOMER shall not use the Trademarks or the Copyright Content for any purpose.

16. This Agreement shall not be assignable, in whole or in part, by the CUSTOMER and any assignment done in contravention of this paragraph shall be null and void.

17. This Agreement shall be interpreted according to the laws of the State of New York. The parties agree to the exclusive jurisdiction of the State and federal courts sitting in New York for any proceeding based on this Agreement.