

Date: _____

Name of facility: _____

Address: _____

Phone: _____

Re: Letter Agreement Regarding Prevail® Resident Discharge Program.

Dear _____:

This letter confirms that First Quality Products, Inc. and its affiliates ("First Quality") have created the Prevail® Resident Discharge Program which the Facility has requested to implement for use with its residents and their caregivers. The Prevail® Resident Discharge Program is comprised of (i) a Resident Discharge video (the "Video"), (ii) collateral inserts reinforcing the topics discussed in the video (the "Collateral Inserts"), (iii) a certain web page _____ (the "Web Page") for use by former residents and patients of the Facility and their caregivers containing the video, information for taking care of discharged patients and their caregivers, and information on Prevail® incontinence products including where such products can be purchased, and (iv) other items that may be added ("Other Items") in the future to the program by mutual agreement of Facility and First Quality (collectively, the "Program").

Facility acknowledges and agrees that (1) First Quality owns (a) the domain name for the Web Page (other than the use of Facility's name in the domain name) ("Domain Name"), (b) the design and build of the Website, including, without limitation, the logic and code ("Website Logic and Code"), (c) the Video, Web Page, Collateral Inserts and Other Items, and (d) all content in the items comprising the Program, including, without limitation, all trademarks, logos, copy and images ("First Quality Digital Assets"), other than Facility's Digital Assets (as defined below), (2) you will do nothing inconsistent with such ownership, and (3) all use of the Domain Name, First Quality Digital Assets, Website Logic and Code and the Program, other than Facility's Digital Assets, by Facility and its past and present residents and other users shall inure to the benefit of and be on behalf of First Quality. You agree that nothing in this Letter Agreement shall give the Facility any right, title or interest in the Domain Name, the First Quality Digital Assets, the Website Logic and Code, or the Program and the Facility agrees that it will in no way attack or challenge First Quality's ownership of or the validity of the Domain Name, First Quality Digital Assets, Website Logic and Code, and the Program or the validity of this Letter Agreement.

The Facility represents and warrants to First Quality that it owns or is an authorized licensee with right to sublicense each of the trademarks, logos, copy, images and content provided to or made available to First Quality (collectively, the "Facility Digital Assets") in connection with the Program. The Facility hereby grants to First Quality a limited, non-exclusive, non-transferable license to use the Facility Digital Assets in connection with the Program. This license shall terminate immediately upon termination of this Letter Agreement.

First Quality hereby grants to the Facility a limited, non-exclusive, non-transferable license to use the Video, Web Page, Collateral Inserts, and Other Materials solely in connection with the Program. This license shall terminate immediately upon termination of this Letter Agreement.

First Quality acknowledges and agrees that (1) Facility owns all Facility Digital Assets, (2) First Quality will do nothing inconsistent with such ownership, and (3) all use of the Facility Digital Assets by First Quality shall inure to the benefit of and be on behalf of the Facility. First Quality agrees that nothing in this Letter Agreement shall give First Quality any right, title or interest in the Facility Digital Assets other than the right to use the Facility Digital Assets in accordance with this Letter Agreement, and First Quality agrees that it will in no way attack or challenge the Facility's ownership of or the validity of the Facility Digital Assets or the validity of this Letter Agreement.

First Quality Products, Inc. shall indemnify, defend and hold harmless you, your officers, agents and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses"), resulting from a judgment or proceeding, or any settlement agreement, from a third party's claim that the Domain Name, First Quality Digital Assets, Website Logic and Code, the Video, or Collateral Inserts infringe any trademark, copyright, or patent, other than if the infringement is due to (i) any of the Facility Digital Assets, or (ii) any intellectual property or other content of a third party included in any aspect of the Program by the mutual agreement of Facility and First Quality. The Facility shall give prompt notice of any claim for which it seeks indemnification. First Quality shall have the right to defend and settle such claim.

The Facility shall indemnify, defend and hold harmless First Quality Products, Inc., its affiliates, and their respective officers, agents and employees against all Losses resulting from a judgment or proceeding, or any settlement agreement, from a third party's claim that any of the Facility Digital Assets infringe any trademark, copyright, or patent. First Quality shall give prompt notice of any claim for which it seeks indemnification. The Facility shall have the right to defend and settle such claim.

Either party shall have the right to terminate and cancel this Letter Agreement at any time without cause by giving ten (10) days' notice in writing to the other party. Upon termination of this Letter Agreement, the Facility shall immediately stop using the Program, including each of its components. Obligations of indemnification set forth herein shall survive termination of this Letter Agreement.

This Letter Agreement entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. This Letter Agreement is governed by the laws of the State of New York, excluding its conflict of law rules. The parties agree to resolve any dispute or matter exclusively in the courts situated in New York, New York. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

If the foregoing correctly sets forth our mutual understanding, please execute and return a copy of this Letter Agreement to the undersigned to signify the Facility's acceptance. Upon such signature, this Letter Agreement shall constitute a binding agreement between First Quality and the Facility.

Very truly yours,

Agreed to and accepted by:

FIRST QUALITY PRODUCTS, INC.

Facility Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____