

COPYRIGHT ASSIGNMENT AND LICENSE AGREEMENT

Location: _____ Date: _____

Assignor (Copyright Owner) Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Assignee (Licensee) Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Work Description:

Title of Work: _____

Type of Work (e.g., Literary, Artistic, Software): _____

Description/Notes: _____

Assignment Terms:

Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Work, including all copyrights and all renewals and extensions thereof, throughout the world, in perpetuity. This assignment includes the exclusive right to reproduce, distribute, perform, display, create derivative works of, and otherwise use the Work in all media now known or hereafter devised. Assignor warrants that Assignor is the sole owner of the Work and has full power and authority to make this assignment, and that the Work does not infringe upon any copyright or other right of any third party.

License Grant:

In addition to the assignment above, Assignor grants Assignee a worldwide, royalty-free, sublicensable, transferable, and perpetual license to use, reproduce, distribute, publicly perform and display, prepare derivative works of, and otherwise exploit the Work, subject to the terms of this Agreement.

Consideration:

The Assignor acknowledges receipt of good and valuable consideration from Assignee, the receipt and sufficiency of which are hereby acknowledged, for the assignment and license granted herein.

Warranties and Representations:

Assignor represents and warrants that: (a) Assignor is the sole and exclusive owner of the Work and all rights therein; (b) the Work is original to Assignor and does not infringe any intellectual property rights of others; (c) no licenses, encumbrances, or restrictions exist that conflict with the rights granted herein; (d) Assignor will indemnify, defend, and hold Assignee harmless against all claims, damages, liabilities, costs, and expenses arising out of any breach of these

warranties.

Indemnification:

Assignor agrees to indemnify and hold Assignee harmless from any and all claims, damages, liabilities, costs, and expenses arising out of any breach of the Assignor's representations or warranties contained in this Agreement.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising under this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been included.

Waiver:

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. All waivers must be in writing signed by the party granting the waiver.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures (including PDF or scanned signatures) shall be deemed as valid and binding as original signatures.

ASSIGNOR'S SIGNATURE

ASSIGNEE'S SIGNATURE

Signature: _____

Signature: _____

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