

ASSIGNMENT AGREEMENT

1. Definitions. Capitalized words used herein have the following meanings:
 - a. "Agreement" means this Assignment Agreement.
 - b. "Owner" means [_____].
 - c. "Rights" means all exclusive right, title, and interest in and to the Screenplay (including all copyrights thereto and all renewals and extensions thereof), and all rights to exploit, sublicense, and assign the Screenplay and all derivative rights thereto throughout the universe, in perpetuity, in any and all media, whether now known or hereafter devised.
 - d. "Screenplay" means the screenplay currently titled "_____", and all underlying materials and rights thereto.
 - e. "Writer" means [_____].
2. Ownership. For good and valuable consideration, receipt of which Writer hereby acknowledges, Writer hereby certifies that the Screenplay was or will be solely created by Writer as a "work-made-for-hire" specially ordered or commissioned by Owner. In addition, Writer hereby assigns the Rights to Owner.
3. Representations and Warranties. Writer represents and warrants that (a) Writer has not published or authorized the exploitation of the Screenplay in any manner or medium nor sold, granted, transferred, licensed or assigned any rights in the Screenplay to any third party; (b) the Screenplay does not and will not infringe upon the rights of any person or entity, including, without limitation, any rights of defamation, privacy, publicity, or copyright; and (c) the Screenplay is not the subject of any litigation or of any claim that might give rise to litigation.
4. Remedies. Writer acknowledges that in the event of any breach by Owner hereunder, Writer will be limited to Writer's remedy at law for money damages, if any, and will not have the right to terminate or rescind this Agreement, nor shall Writer have the right to enjoin the development, production, distribution, advertising, or exploitation of the Screenplay (or any derivative work based thereon).
5. Power of Attorney. Writer agrees to execute any documents consistent with this Agreement and do any other acts consistent with this Agreement as may be reasonably required by Owner to further evidence or effectuate Owner's rights as set forth in this Agreement. Writer hereby appoints Owner as Writer's attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation if Writer fails to do so within five business days of written request to do so by Owner.
6. Entire Agreement. This Agreement represents the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior

understandings or agreements relating thereto. This Agreement may be amended only by a writing signed by both parties hereto.

7. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to agreements executed and to be performed entirely therein.

8. Execution in Counterparts. This Assignment may be executed in counterparts and transmitted by facsimile or electronic copy, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of _____, 20__.

“Writer”

“Owner”

By: _____
Print Name: _____
Title: _____