

COPYRIGHT ASSIGNMENT

This is a Copyright Assignment from the individual who is identified and has signed below ("Assignor"), to **PETER ERIC BASKAUSKAS JR**, an individual having a mailing address and office located at 100 Festival Park Avenue, Jacksonville, Florida 32202 and his successors, assigns and legal representatives (collectively, "Assignee").

WITNESSETH

WHEREAS, Assignee provides assistance to Big Brothers Big Sisters that offer mentoring and support for the children of Northeast Florida. Assignee is conducting a promotion and contest ("Contest") to raise awareness, support and aid for Big Brothers Big Sisters of Northeast Florida. As part of the Contest, designers and other members of the public may submit original works of authorship of any type and in form including, without limitation, two dimensional, electronic pictorial, graphic works; paintings, sketches and drawings submitted in any digital format (collectively, "Assignor's Works"). As an express condition of Assignor's participation in the Contest, and whether or not Assignor's Works are selected as a winning entry in the Contest, Assignor agreed to assign to Assignee all of Assignor's ownership, right, title and interest in and to Assignor's Works and all copyright rights and other intellectual property rights therein, world-wide, on the terms and conditions set forth below. The Assignor's Works further include any and all derivative works, creations and modifications to the Assignor's Works authored or co-authored by Assignor in the future including, without limitation, editing and other alterations and additions to the Assignor's Work, in whole or in part, whether or not paid for or created at the direction of Assignor. Assignee intends to use Assignor's Works in connection with commercial activities, including the reproduction, commercialization and promotion of Assignor's Works in various forms and reproductions, public displays, fundraising.

NOW, THEREFORE, in consideration of participating in the Contest and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and knowing that Assignee is relying upon the statements set forth above in the section entitled, "WITNESSETH," Assignor, intending to be legally bound, hereby sells, assigns, transfers and conveys Assignor's Works to Assignee as follows:

1. Assignor forever, unconditionally and irrevocably sells, assigns, transfers and conveys to Assignee and its legal representatives, successors and assigns all right, title and interest in and to Assignor's Works and in all copyrights, patent, design patents, industrial designs and other intellectual property rights and applications thereon both foreign and domestic, together with the right to secure renewals, reissues and extensions of such copyrights and other intellectual property rights, which interest and right shall be held to the full end of the term for which such copyright or other intellectual property right or any renewal or extension thereof is or may be granted, and together with all claims that could have been asserted by Assignor for damages by reasons of past infringement by third parties of Assignor's Works prior to execution of this Copyright Assignment, with the same right to sue for, and collect the same for Assignee's own use, benefit and for the use and benefit of Assignee's successors, assigns or other legal representative and as fully and entirely as the same would have been held and enjoyed by Assignor if this Copyright Assignment and sale had not been made.

2. Assignor agrees that Assignor will, upon request by Assignee, at any time and at no cost to Assignee, promptly provide Assignee with all pertinent facts and documents relating to Assignor's Works and to all copyrights and other intellectual property rights and applications, both foreign and domestic, as may be known and accessible to Assignor; and that Assignor will testify as to the same in any litigation, administrative or other proceeding relating thereto, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said applications, the Assignor's Works, and said copyrights and other intellectual property rights, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

3. Assignor hereby irrevocably, unconditionally and forever waives, releases and discharges all rights, benefits and privileges Assignor has or may have, anywhere in the world, in the Assignor's Works of any moral rights, rights of attribution and integrity, *droite de suite* and artistic rights including, without limitation, any and all rights afforded under 17 U.S.C. §§ 106 and 106A and all rights under the Visual Artists Rights Act. The waiver set forth in this Section 3 shall apply to the Assignor's Works and to all other works submitted or otherwise delivered to Assignee in connection with the Contest or this Copyright Assignment, and shall apply to any and all uses made of the foregoing by Assignee or Assignee's designees including, without limitation, the creation of derivative works, modifications or alterations, improvements, reductions, changes and adaptations of any kind or nature, and in any forms and mediums whatsoever, whether physical, tangible, intangible, print, magnetic, electronic, on-line or otherwise.

4. Assignor represents, warrants and covenants that: (a) Assignor is the sole and exclusive author of Assignor's Works and has the full right and power to execute this Copyright Assignment and transfer to Assignee ownership of Assignor's Works and all copyright and other intellectual property rights therein free and clear of all liens and encumbrances and without the requirement of any third party approvals; (b) there are no third parties having any claims of co-authorship or co-ownership in Assignor's Works; (c) Assignor has not granted any rights or licenses, whether express or implied in or to Assignor's Works or any copyrights or other intellectual property rights therein; (d) Assignor has not made any assignments or transfers of Assignor's Works or any copyrights or other intellectual property rights therein, in whole or in part; (e) Assignor has not and will not enter into any assignments or agreements relating to Assignor's Works or that would otherwise conflict with this Copyright Assignment; and (f) Assignor has no ownership, rights or permissions to any works of authorship created by Assignee or any other third parties, and Assignor does not intend or contemplate Assignor's Works to constitute a jointly authored or created work or a single work of authorship that would be co-authored or co-created with Assignee or any other third party.

5. This Copyright Assignment is made and entered into within the State of Florida and shall be construed and interpreted according to the laws of the State of Florida applicable to agreements made and fully performed therein. In the event of any dispute arising out of or relating to this Copyright Assignment, the prevailing party shall be entitled to recoverable their reasonable attorneys' fees, costs and expenses. Where the context so requires, singular nouns and pronouns shall be construed as plural, plural nouns and pronouns shall be construed as singular.

Assignor has executed this Copyright Assignment on the date indicated below.

Dated: _____

Name: _____

Address: _____

Phone number: _____

E-mail: _____