

COPYRIGHT ASSIGNMENT AGREEMENT

) is entered into as of _____

_____ and having its registered office at _____

_____ and having its registered office at _____

referred to as the "Parties":

at the request and for the benefit of Assignee created certain works described in Schedule A attached hereto;

which forms part of this Agreement; and all other rights relating to the creation of the Works; and that the Assignor is aware that Assignee will own all right, title and interest, including all such rights, in the Works at the time the Works were delivered to Assignee, whereby such right, title and interest are intended to be transferred to Assignee and the original intention to transfer all right, title and interest in the Works from Assignor to Assignee.

WHEREAS, AS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. SUBJECT-MATTER AND CONSIDERATION

For good and valuable consideration of One Dollar (CAD\$1.00) the receipt and sufficiency of which is hereby acknowledged, Transferor hereby assigns and transfers to Assignee, in perpetuity and effective worldwide, all of Transferor's right, title and interest, including all copyright, in and to the Works.

2. SCOPE OF ASSIGNMENT

Assignor hereby assigns, in perpetuity and effective worldwide, all of Transferor's right, title and interest in and to the Works in any manner in any and all countries of the world, including by reproduction, distribution, sale, lease, rental, and using derivative Works based on the Works; distributing, disseminating, publishing, performing, exhibiting, displaying, communicating, systems and other forms now known or hereinafter developed; displaying in public places; making available to the public; using the Works to advertise and promote the Works; and incorporating the Works, and making any other use of the Works.

Assignor hereby grants to Assignee the right to sublicense the rights transferred to Assignee under this Agreement to any third party. Assignor hereby grants to Assignee the right to claim to use or authorize others to use the Works. Assignor hereby grants to Assignee the right to survive termination or expiration of this Agreement, for any reason whatsoever. Assignor hereby grants to Assignee the right to make any further payments to the Transferor in excess of the amount set out in Schedule A.

Under the law, Transferor hereby waives any and all moral rights that Transferor may have in the Works. Pursuant to s. 3(a) of this Agreement, Transferor hereby authorizes Assignee to determine the use of the Works. Transferor hereby represents that he would not object to anonymous use of the Works. Pursuant to s. 3(b) of this Agreement is a complete and exhaustive exercise by Transferor of the rights granted to Assignee under s. 3(a) of this Agreement.

Under s. 3(a) of this Agreement, Transferor hereby represents and warrants that the Works do not infringe on the moral rights of any person.

Assignor hereby warrants that Transferor has all rights, title and interest, including all copyright, in and to the Works.

Assignor hereby warrants that the Works do not contain elements created by third parties, including Transferor's employees or agents, and that the use and enjoyment of the Works will not be affected by the lack of necessary consents or authorizations that Assignee might need to obtain from third parties. Assignor hereby warrants that the use of the Works by Assignee pursuant to this Agreement will not be affected by the lack of necessary consents or authorizations that Assignee might need to obtain from third parties. Assignor hereby warrants that the use of the Works by Assignee pursuant to this Agreement will not be affected by the lack of necessary consents or authorizations that Assignee might need to obtain from third parties.

Assignor hereby warrants that the use of the Works by Assignee pursuant to this Agreement will not be affected by the lack of necessary consents or authorizations that Assignee might need to obtain from third parties. Assignor hereby warrants that the use of the Works by Assignee pursuant to this Agreement will not be affected by the lack of necessary consents or authorizations that Assignee might need to obtain from third parties.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives:

For Transferor: _____
(full name and position of the signing individual)

For Assignee: _____
(full name and position of the signing individual)

(date)

(signature)

(date)

(signature)

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