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Assignment Agreement

(To Developer•Includes Representations)

This agreement is used for an assignment of copyright to the developer. It includes standard representations about ownership and other important issues.

ASSIGNMENT AGREEMENT (Includes Representations)

THIS AGREEMENT (Agreement) is dated as of _____ by and between _____ (Assignor) and Development Company, with its principal place of business at _____ (Devco).

WHEREAS, Devco is a developer of interactive art, literature, and entertainment products; and

WHEREAS, Assignor has contributed certain material to Devco for the multimedia product (•Work•), and the parties intended that Devco be the owner of all rights in Work. The agreement will confirm such understanding.

NOW THEREFORE, the parties agree as follows:

1. Assignor hereby irrevocably assigns, conveys and otherwise transfers to Devco, and its respective successors, licensees, and assigns, all right, title and interest worldwide in and to the Work and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action of respect to any of the foregoing, whether now known or hereafter to become known. In the event, Assignor has any right in the Work which cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Devco, its distributors, and customers or, if necessary, exclusively license such right worldwide to Devco, with the right to sublicense. These rights are assignable by Devco.
2. Assignor represents and warrants that: (a) the Work was created solely by Assignor, Assignor's full-time employees during the course of their employment, or independent contractors who assigned all right, title and interest in their work to Assignor; (b) Assignor is the owner of all right, title and interest in the tangible forms of the Work and all intellectual property rights protecting them; (c) the Work and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties in the Work including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain; and (f) Assignor has full power and authority to make and enter into this Agreement. Assignor agrees to defend, indemnify, and hold harmless Devco, its officers, directors and employees for any claims, suits or proceedings alleging a breach of these warranties.

3. Assignor agrees that he or she will take all actions and execute any and all documents as may be requested by Devco, at Devco's expense, from time to time, to fully vest in Devco all rights, title and interests worldwide in and to the Work.

4. In consideration of the foregoing, Devco agrees to pay to Assignor the sum of Dollars (\$).

DEVCO: _____ ASSIGNOR: _____

DEVELOPMENT COMPANY _____
Printed name

By _____ By _____

Title

Address: _____

Address: _____

