

ASSIGNMENT OF COPYRIGHT

I. **THE PARTIES.** This Copyright Assignment Agreement (“Agreement”) made this _____, 20____ is by and between:

Assignor: _____, with a mailing address of _____ (“Assignor”), and

Assignee: _____, with a mailing address of _____ (“Assignee”).

The Assignor and the Assignee are each referred to herein as a “Party” and collectively as the “Parties.”

II. **ASSIGNMENT OF AUTHORED WORKS.** The Assignor, through this Agreement, assigns to the Assignee of all the Assignor’s interest in:

a. The following registered copyrighted work(s) (“Work(s)”):

Copyright #1

- Author Name: _____
- Title of Work: _____
- Registration Number: _____
- Registration Date: _____

Copyright #2

- Author Name: _____
- Title of Work: _____
- Registration Number: _____
- Registration Date: _____

Copyright #3

- Author Name: _____
- Title of Work: _____
- Registration Number: _____
- Registration Date: _____

- b. All the usual rights granted to the owner of a copyright under federal law, including but not limited to the right to reproduce, publish, adapt, modify, distribute, create derivative works on, display, publicize, and transmit each Work;
- c. The registrations as well as applications for registrations of each Work, including any and all renewals and extensions;
- d. The income, royalties, and damages due to the Assignor in regards to each Work, including damages for past or future infringements and misappropriations for each Work;
- e. The right to sue for past, present, and future infringements and misappropriations for each Work.

- III. **ASSIGNMENT PURCHASE.** The Assignee agrees to pay \$_____ for the above granted rights (Section II) and complete this payment no later than _____, 20_____.
- IV. **RECORDATION.** The sole responsibility for filing this assignment with the United States Copyright Office within a reasonable time period after signing, as well as for paying any and all associated fees for said filing, is left to the:
- Assignor
 - Assignee
- V. **FURTHER USE OF WORK.** The nature of this Agreement and assignment is:
- **Non-Exclusive.** After the effective date of this Agreement, the Assignor shall be granted a non-exclusive, royalty-free license to use the Work(s), including for but not limited to the creation of derivative works.
 - **Exclusive.** Once the effective date has passed, the Assignor may not make any further use of the Work(s) or derivatives thereof without written, authorized consent from the Assignee and further may not challenge the Assignee's use or ownership of the Work(s) or the validity of the Work(s)
- VI. **AUTHORSHIP.** In relation to authorship rights, following the effective date of this Agreement, the Assignor:
- **Will Retain Authorship Rights.** The Assignor maintains the right to be identified as the rightful author of the Work(s) whenever the Work(s) are reproduced, published, or otherwise publicly displayed.
 - **Will Not Retain Authorship Rights.** The Assignor relinquishes all future claims to authorship.
- VII. **NO EARLY ASSIGNMENT.** The Assignee will not assign or otherwise encumber its interest in the Work(s) or any associated copyrights until it has paid the full Consideration detailed in Section III of this Agreement.
- VIII. **DOCUMENTATION.** The Assignor will provide all documentation relating to the Work(s) for the Assignee's record-keeping needs, assertion of rights, or for any other use. They will likewise sign any additional agreements or complete any other lawful action reasonably necessary for a successful filing of the assignment with the United States government.
- IX. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of _____.
- X. **ASSIGNMENT AND DELEGATION.** The Assignor and the Assignee will each defend, indemnify, and hold the other harmless (including all affiliates,

successors, assigns, employees, agents, officers and the like) against all losses, damages, deficiencies, liabilities, awards, penalties, or expenses of whatever kind, including attorneys' fees and related legal fees, incurred by themselves in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement.

XI. SEVERABILITY. If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. ADDITIONAL TERMS. _____

XIII. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

XIV. EXECUTION. The Assignor and the Assignee each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

Assignor's Signature: _____ **Date:** _____

Print Name: _____

Assignee's Signature: _____ **Date:** _____

Print Name: _____