

ASSIGNMENT AGREEMENT FOR COPYRIGHTED VIDEO

THIS ASSIGNMENT is made this _____ day of _____, 20____, (the “Effective Date”) by and between _____ (the “Assignor”) and _____ (the “Assignee”) (collectively, the “Parties”).

WHEREAS, Assignor is the copyright holder and owner of all proprietary interest in _____ (*describe video*) (the “Work”).

AND WHEREAS, Assignor wishes to transfer all rights, ownership and interest in the Work, including the copyright and all other intellectual property rights, to Assignee, under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. *Assignment of the Work.* Assignor hereby irrevocably assigns to Assignee all rights, title and interest to the Work, including all copyright ownership and interest, and all moral rights associated with the creation of the Work and all other intellectual property associated with the Work. Assignee shall be the exclusive owner of the Work and of the copyright in the Work from the Effective Date forward, and shall have the exclusive right to secure registration of the copyright in the Work with the U.S. Copyright Office and shall have the exclusive right to secure registration of the copyright internationally. No rights in the Work, or in the copyright in the Work, shall be retained by Assignor, nor shall there be any reversion of those rights to Assignor in the future.
2. *Payment.* In consideration of the assignment made by Assignor, as well as Assignor’s promises, representations, covenants and warranties under this Agreement, upon execution of this Agreement Assignee shall pay to Assignor the amount of \$_____.
3. *Assignor’s Representations and Warranties.* Assignor hereby represents and warrants the following:
 - a. Assignor has the legal authority to grant the assignment of the Work, including all copyright rights and proprietary interest therein, as set forth in Section 1. No other person or entity is required to consent to this assignment or to this Agreement for it to be valid and complete.
 - b. There are currently no licenses outstanding granting any other person or entity the right to enjoy or lay claim to any copyright rights or privileges in the Work, other than those licenses listed in Appendix A, copies of which are attached as Exhibits. Assignor will not attempt to grant any such licenses at any time in the future. To the best of Assignor’s knowledge, the Work, and all copyright interest in the Work, is free and clear of any liens, security interests, or other encumbrances.

- c. To the best of Assignor's knowledge, the Work does not infringe upon the rights, copyright or otherwise, of any other person or entity.
 - d. There are no claims currently pending or threatened, nor does Assignor have any reason to believe that any claims will be brought or threatened in the future, against Assignor's right, ownership or interest in the Work.
4. *Indemnification.* Assignor agrees to indemnify and hold harmless Assignee for any claims, suits, damages, actions, or other costs arising out any breach of Assignor's warranties set forth in Section 3 above.
 5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of _____, without regard to conflicts of law principles.
 6. *Severability.* In the event that any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if the unenforceable part or parts were. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
 7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
 8. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

If to Assignee:

11. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
12. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

Signature

Signature

Print Name

Print Name

APPENDIX A

(Include here a list of any licensing agreement which will survive this assignment, and attach a copy of each as Exhibits, beginning with Exhibit A)