

## **Copyright Transfer Agreement**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the publisher known as

\_\_\_\_\_,  
hereafter referred to as "COMPANY", and the copyright owner known as

\_\_\_\_\_,  
hereafter referred to as "Copyright Owner".

For and in consideration of the mutual terms and conditions set herein, and other good and valuable consideration, the sufficiency which is hereby acknowledged, the Copyright Owner agrees to relinquish by transfer to the publisher COMPANY full ownership and rights to the copyrighted work known as

\_\_\_\_\_.  
The alleged Copyright Owner and his duly authorized representative warrant that they are the true and rightful owner of the Copyright, and the alleged Copyright Owner, their heirs, executors, administrators, and assigns or successors in business, agree to indemnify the publisher COMPANY against any legal costs, now and in the future, that the publisher COMPANY may suffer through any breach of these warranties.

The countersigning of the relinquishing Copyright Owners duly authorized representative upon this Agreement indicates that this copyrighted work, and all its rights, exclusive rights, and privileges as defined by US Copyright Act, shall have been transferred in full and in its entirety to the publisher COMPANY, and the previous owners, their heirs, executors, administrators, and assigns or successors in business, agree to relinquish any claims, now or in the future, to copyright ownership of the work.

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Each party agrees to do all such things, take all such actions and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement.

To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (b) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.

Each other party to this Agreement agrees to indemnify the publishers party and hold it harmless, from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder or the inaccuracy of any representation or warranty made by such indemnifying party herein or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby. In the event that the publishers party receives notice of a claim against which it is entitled to indemnification pursuant to this section, such party shall promptly give notice thereof to the other party to this Agreement. The party obligated to indemnify shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend with counsel of its own choosing approved by the other party (which approval shall not be unreasonably withheld or delayed); provided, however, if the party being indemnified determines that counsel chosen by the indemnifying party has a conflict of interest, then the indemnified party shall be entitled to select and appoint such defense counsel, at the sole cost and expense of the indemnifying party. In the event the party obligated to indemnify fails to properly and effectively defend such claim, then the party entitled to indemnification may defend such claim with counsel of its own choosing at the expense of the party obligated to indemnify.

Except as expressly provided herein, each party to this Agreement shall pay his or its own costs and expenses related to the transaction contemplated, including, but not limited to, all attorneys' fees.

Any of the parties hereto may in writing waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other parties from the performance of any of its other obligations under this Agreement unless otherwise provided herein or in such written waiver. Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach of the same or any other covenant or condition of this Agreement.

The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any amendments or exhibits hereto.

This Agreement shall be binding on the heirs, executors, administrators and assigns or successors in business of the respective parties.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the date indicated below:

The publisher COMPANY:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The relinquishing Copyright Owner:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_