

## ASSIGNMENT OF MARKETING RIGHTS AND COPYRIGHT AGREEMENT

This Assignment of Marketing Rights and Copyright Agreement (the “**Agreement**”) is entered into effect as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”), by and between cosnova GmbH, a limited liability company under the laws of Germany with its principal place of business located at Am Limespark 2, 65843 Sulzbach, Germany (“**cosnova**”) and \_\_\_\_\_, an [individual] whose [primary address] is

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(“**Artist**”)

(collectively, the “**Parties**”).

### RECITALS

**WHEREAS**, cosnova wishes to engage developers and artists in creating multi-media artworks capturing cosnova’s CATRICE brand properties (collages of products and textures): gifs, animations and short clips (6 – 15 sec) for certain of cosnova’s business activities (the “**Creative Invite Project**”);

**WHEREAS**, cosnova has engaged Artist to submit and create creative content for the Creative Invite Project through the intermediary company TalentHouse GmbH and its affiliated companies (“**TalentHouse**”), for the use of cosnova; and

**WHEREAS**, the Parties wish to document the assignment of all intellectual property Rights (including, but not limited to, copyright, trademarks, design rights) , in particular marketing and usage rights in and to any content created by Artist as part of the Creative Invite Project;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1.1** Artist hereby acknowledges, certifies and agrees that to the extent that tangible and/or intangible results - in particular, but not limited to artworks, digital illustrations, gifs, animations and short clips (6 – 15 sec) provided in Annex 1 - that have been created and/or submitted by Artist in connection with the Creative Invite Project (“**Work Results**”) are subject to any copyright, Artist grants to cosnova any and all rights in the Work Results, in particular as stipulated in Annex 2, exclusive, irrevocable, transferable, sub-licensable from its creation onwards in perpetuity, unlimited with respect to time, territory and scope. Without limitation such rights include the right to make copies and distribute such copies in tangible and/or intangible form, the right to sublicense, assign and/or grant such rights to third parties, in particular cosnova’s affiliates and to otherwise fully exploit the Work Results for all commercial and non-commercial purposes (including, but not limited to, advertisement in all media online and offline). cosnova is especially entitled to modify, create derivative works, digitalize, further develop and otherwise change the Work Results. Such grant of rights includes without limitation any and all usage now known or developed thereafter to the extent permitted by applicable law.
- 1.2** cosnova shall be the sole and exclusive legal owner of all intellectual property rights in the Work Results. Therefore, any possible intellectual property rights that are not subject to the foregoing provision (1.1) , including without limitation designs, trademarks and rights in titles or any other rights in the Work Results shall be granted to cosnova to the same extent provided in paragraph 1.1 of this Agreement.
- 1.3** Such grant of rights is entirely compensated by the fees agreed in paragraph 2 of this Agreement. The fee shall further include all costs and any compensation for expenses with respect to the Creative Invite Project.

- 1.4 Artist shall be authorized to use Work Results (or parts thereof) selected by cosnova ("Selected Artwork") for artist's own portfolio purposes free of charge, provided, however, that this use of the Selected Work contains an adequate reference to cosnova and CATRICE (e.g. in form of a hyperlink). For purpose of the preceding sentence, "portfolio purposes" shall only mean artist's use of the Selected Artwork for its own advertising purposes, as reference or as example.
2. As full and satisfactory compensation for all costs and expenditures and for the assignment of the Work Results and the rights granted herein, cosnova shall pay to Artist the amount of \_\_\_\_\_ (IN WORDS \_\_\_\_\_), which shall be due and payable within thirty (30) days following the execution of this Agreement.  
Further, Artist hereby grants to cosnova the right to issue and authorize publicity concerning Artist, and to use Artist's name, voice, likeness and biographical data in a reasonable and customary manner in connection with the distribution, exhibition, advertising and other exploitation of the Work Results or any motion picture in which the Work Results shall be used in whole or in part.
3. Artist represents and warrants that: Artist is free to grant all rights herein granted and to make all agreements made by Artist herein; Artist has not made, and will not make, any grant or assignment which will conflict with or impair the complete and quiet enjoyment of cosnova's rights hereunder; and, Artist is not subject to any conflicting obligations or any disability which will prevent or interfere with this assignment of Rights.
4. Artist hereby affirms that the said Work Results are original, that it contains nothing libellous or which violates the rights of third parties or the law, that Artist has not previously granted others rights to the said Work Results in whole or in part, and that the Work Results in no way violates any existing copyright. The foregoing affirmation does not apply to supportive materials (that Artist has been received by cosnova) used in the Works in accordance with cosnova's prior permission. Artist affirms that no third party rights in the Work Results prevent any use of cosnova in accordance with this Agreement; and that no further compensation (including subsequent remuneration according to German Copyright Act) will be due for any use of the Works Results by cosnova (or cosnova's affiliates and/or licensees) to Artist and/or any third party.

Artist will, on first demand, indemnify and hold harmless cosnova, its assignees, employees, agents and/or officers against any claims, damages and/or expenses including reasonable court and/or attorney's fees which are claimed against cosnova, its assignees, employees, agents and/or officers in connection with the use of the results derived from the Creative Invite and/or a violation of paragraphs 3 and 4 above.

cosnova shall timely inform Artist of such claims as named above and allows Artist herewith to participate in the legal defence against such claims in and out of court. In order to enable Artist to do so, cosnova shall grant reasonable support to Artist. Any other claims between the Parties shall be unaffected by this provision.

Nothing in this Agreement requires cosnova to use or otherwise exploit the Work Results in any way.

5. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to the laws of conflict that might otherwise apply. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Frankfurt am Main.

6. Any amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless in writing and duly executed by the both parties hereto.
7. This Agreement may be executed by one or more counterparts, each of which shall be deemed an original and which together shall constitute a single binding agreement.

WHEREFORE, the Parties agree to abide by and be bound by this Agreement as of the

Effective Date

ARTIST

By: \_\_\_\_\_.  
Its: \_\_\_\_\_.

COSNOVA GMBH,  
("cosnova")

By: \_\_\_\_\_.  
Its: \_\_\_\_\_.

**ANNEX 1**

(Verbal description and/or visual depiction of Work Results)

## **ANNEX 2**

(Grant of Rights)

### **1. The PRODUCTION AND FILMING RIGHT**

I.e. the right to use the original work, or any adapted versions thereof, in whole or in parts, for the Production and to create a German or foreign language version of the Production. The Production and Filming right also includes the right to produce unlimited numbers of re-makes of the Production. Further included is the right to develop or create a series or sequels or other consecutive productions from the work or from the elements of the work (characters, ideas, formats etc.), or from the Production based on the work (see Sec. 8 below).

### **2. The BROADCASTING RIGHT**

I.e. the right to make available to the public the Production in whole or in parts, for an unlimited number of runs, by analogue and digital broadcasting as for example via radio, television, cable, hertzian waves, laser, microwaves, or similar technical methods, irrespective of whether the broadcast is effected by over-the-air, terrestrial, cable (including cable retransmissions) or satellite (including DBS) transmissions or by similar technical methods or by a combination of such transmission methods, analogue or digital, with linear or interactive usage. The broadcasting can be effected by broadcasting stations under private or public law, irrespective of whether they are commercially or non-commercially orientated and irrespective of the legal relationship between the broadcasting station and their audience / clients (e.g. closed-circuit, video on demand, near video on demand, pay TV as for example "pay-per-channel" or "pay-per-view", or free TV free of charge). Further included is the right to make the broadcast available to the public at all times and through any technical method, especially to a restricted group of recipients (e.g. "Closed Circuit TV" in hospitals, schools, vehicles, air-planes, hotels etc.). The broadcasting may also be effected by video text signals for video text subtitles.

### **3. The DATA BANK AND TELECOMMUNICATION RIGHT**

I.e. the right to feed the Production in whole or in parts into electronic data banks, electronic data nets (e.g. Internet / WWW, intranet, WAP pages etc.) and into state-owned or private telephone services. Also included is the right to transmit the Production on demand to the user, against remuneration or free of charge, in whole or in parts by digital or analogue storage or transmission technologies via cable, satellite, electronic data or telephone services, on-line services or other transmission methods including any and all processes (as for example GSM and UMTS etc.) and by application of any and all known protocols (including but not limited to TCP-IP, HTTP, WAP, HTML, XML etc.) for the purpose of acoustic and/or visual reproduction, duplication, retransmission and/or storage (on any kind of sound / picture carriers), or interactive usage via computer, television or other receiver including but not limited to mobile phones. Also included are the production, duplication and distribution of sound and/or picture carriers, on which the Production is stored in such a way that reproduction is only possible by entering additional data information (code). Included is the right to adapt the Production – as far as technically necessary – for the above mentioned purposes as well as the right to have the Production and its Picture- and Sound elements adopted, alienated, cut, changed or otherwise edited (also in conjunction with other works) individually and interactively by users.

#### **4. The THEATRICAL RIGHTS (exhibition rights/cinematic rights)**

I.e. the right to unlimited commercial or non-commercial exploitation of the Production in whole or in parts through public exhibition – recorded or live - in cinemas, movie theatres and other suitable locations (e.g. drive-in cinemas, restaurants, discotheques, club houses, old people's homes, ships, air-planes, hospitals and other closed circuit video exploitations etc.). The Production can be exhibited by any suitable technical system (including digital systems), including transmission of the exhibition signal, for free or against payment and in all formats and on sound and/or picture carriers of all kinds, also on the analogue and/or digital storage devices as listed in section 5.

#### **5. The VIDEO RIGHTS**

I.e. the right to exploit the Production through duplication and distribution (sale, gratuitous or non-gratuitous hire etc.) on sound and/or picture carriers of all kinds for the purpose of non-public exhibition in fixed or individually arranged order. The Video Rights especially include all audio-visual systems and all storage devices, irrespective of the technical set-up of the individual system, as for example cine-films, cine-film cassettes, video cassettes, video tapes, video plates, discs, chips, etc. as well as all CD formats (e.g. photo CD, CD-ROM, CD-I, DVD CD-recordable etc.). Also included is the right to copy the Production onto external data carriers.

#### **6. The RIGHT TO EXPLOITATION ON INTERACTIVE SOUND AND/OR PICTURE CARRIERS**

I.e. the right to transmit, copy, duplicate and distribute the Production on sound and/or picture carriers of all kinds which are intended exclusively or mainly for interactive usage, i.e. for individual adaptation (e.g. abridgement, alienation, alteration, combination with other works, and other adaptations) of the Production or of single picture and/or sound elements thereof by the user.

#### **7. The DUPLICATION AND DISTRIBUTION RIGHT**

I.e. the right to duplicate and distribute the Production within the range of the exploitation rights granted hereunder - also on other than the originally used sound and/or picture carriers.

#### **8. The ADAPTATION RIGHT**

I.e. the right – in accordance with the moral rights of the authors – to adapt, alter, abridge, divide and cut the Production, to combine the Production with other productions or parts of productions or other works and services, or to use the Production within other sound and/or picture carriers, to record the Production, to interrupt the Production (also for advertising purposes), to substitute or alter the music of the Production, or to adapt the Production in any other way.

#### **9. The SYNCHRONISATION RIGHT**

I.e. the right to produce or appoint third parties to produce unlimited numbers of dubbed or subtitled or voice-over versions of the Production and to exploit such versions of the Production to the same extent as the original Production. Further included is the right to exploit the original music and original sound of the Production, or parts thereof, to the same extent as the Production itself. Further included is the right to appoint third parties to dub and synchronise the Production in all languages during the course of or after completion of the production process.

#### **10. The SOUND-RECORDING RIGHTS**

I.e. the right to exploit the Production and the underlying works through production, duplication and distribution of records, tape cassettes, or other sound-carrying devices, including the digital systems as mentioned in sections 3, 5 and 6 and including all configurations (single, maxi-single, LP, CD, EP). Also included is the right to music videos or other cinematic adap-

tations of the Production or the underlying works, which are created with the use of the original soundtrack / original film sound, or parts thereof, or created by re-telling, re-making or other use of the content of the Production. Also included is the right to exploit such sound carriers to the same extent as the Production itself, especially the right to broadcast such sound carriers over the air, to make the Production available in data banks or data nets for on demand use in accordance with sec. 3 above or make it available to the public by any other means.

#### **11. The MUSIC PUBLISHING RIGHTS**

I.e. the right to worldwide graphic duplication and distribution of the music contained in the Production (Publishing Right) for all issues and editions, also in combination with lyrics and/or music by other authors. Further included is the right to permit worldwide the print of the music in single issues, collections, anthologies, programmes, magazines and other publications (including digital, e.g. via the internet or digital data carriers) and the re-make for – among others – advertising purposes, also separately for lyrics and music and in abridged form. Further included is the right to publicly perform the music contained in the Production as far as such performing right is not already contained in one of the sections above. The publishing right includes the right to claim the author's copyright royalties for duplications which are permit-free but subject to remuneration, through third parties, to the extent that such royalties are not by order of law to be collected by GEMA.

#### **12. The MERCHANDISING RIGHT**

I.e. the right to commercially exploit the underlying works and the Production through manufacture and distribution via all distribution channels, including internet, of goods, especially textiles, accessories, toys and games, food, promotion, presentation, audio (e.g. story-telling cassettes), music (e.g. soundtrack, opening/closing songs etc.) and publishing (e.g. books based on the film/series) and/or the storage devices and media listed in sections 3, 5 and 6 and/or the manufacture and marketing of goods and services of all kinds, using events, names, titles, persons, figures, likenesses or other elements, which are in any way connected with the work and/or the Production, including the right to exploit the work and/or the Production or parts thereof, through manufacture and distribution of games / computer games, interactive computer games and/or other multimedia products on data carriers or via data nets or data lines in accordance with section 3 as well as the right to promote or advertise goods or services of all kinds using such elements or original or adapted parts and excerpts from the Production. Further included are the so-called "Themepark Rights".

#### **13. The PUBLISHING RIGHT,**

I.e. the right to produce, duplicate and distribute illustrated or non illustrated books, magazines, comics and analogue or digital sound and/or picture carriers in accordance with section 5 hereunder, including audio and video text etc., which are derived, created or developed from the underlying works and/or the Production by reproduction, repeating or re-telling of the content - or an altered or adapted version thereof - or by photographic, painted, drawn or other artistic reproduction.

#### **14. The EXCERPT RIGHT**

I.e. the right to unlimited use of the Production in whole or in parts, or adapted versions thereof, including the original film music and the original film sound, in excerpts also for other sound and/or picture carriers; especially the right to use parts of the Production for advertisement purposes e.g. in programme previews, on TV, in movie theatres or in print media (advertisements, posters, programme announcements etc.).

**15. The FESTIVAL AND EXHIBITION RIGHT**

I.e. the right to enter or register the Production or parts thereof for participation in festivals, exhibitions, fairs and/or competitions and the right to publicly exhibit or perform the Production on such or similar events.

**16. REMUNERATION CLAIMS**

The Remunerations Claims of the original authors/rights owners, as for example remuneration for the rental and lending of videograms, VCR and blank tape levy, cable retransmission at home and/or contemporaneous or delayed cable retransmissions of the original or adapted Production. The rights granted hereunder also include the right to produce and distribute, or appoint others to produce and distribute, the necessary duplication pieces as well as the copyright protection for film producers in accordance with sections 94 and 95 of the Urhebergesetz (Copyright Act).

**17. ASSIGNMENT; SUB-LICENSING**

The rights granted hereunder can be freely assigned in whole or in parts to third parties (including affiliated companies), (sub-) licensed or encumbered without the prior written consent of Producer.