

READY PLAYER ONE Creative Invite

ASSIGNMENT OF ALL RIGHTS

[NAME OF CONTRIBUTOR]

THIS AGREEMENT dated _____ 2016, is entered into between WARNER BROS. PICTURES, a division of WB Studio Enterprises Inc. ("Producer"), whose address is 4000 Warner Boulevard, Burbank, California 91522, and _____ ("Contributor"), whose address is _____, in connection with the motion picture presently entitled READY PLAYER ONE ("Picture").

For good and valuable consideration, receipt of which is hereby acknowledged, Contributor hereby acknowledges, certifies and agrees that all results and proceeds of every kind of services heretofore and hereafter to be rendered by Contributor in connection with the Picture, including without limitation the avatar (the "Avatar") design (attached at Exhibit A hereto) including the computer code in which it is embodied, created by Contributor pursuant to the READY PLAYER ONE Creative Invite, and all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Contributor which in any way relate to the Picture or to the material on which the Picture will be based (collectively, "Material"), are and shall be deemed to be works made for hire for Producer. Accordingly, Producer is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein ("Rights"). The Rights shall include without limitation all rights of copyrights, neighboring rights, trademarks, patent, and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the Material is not deemed or otherwise considered a work made for hire, then to the fullest extent allowable and for the full term of protection otherwise accorded to Contributor under such applicable law (including any and all renewals, extensions and revivals thereof), Contributor hereby assigns and transfers to Producer the Rights and, in connection therewith, any and all right, title and interest of Contributor in the Material, in the Picture, and any other works now or hereafter created containing the Material.

Contributor hereby grants Producer the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Producer may in its sole discretion determine. To the fullest extent allowable under any applicable law, Contributor hereby irrevocably waives or assigns to Producer their so-called "moral rights" or "droit moral". Contributor expressly acknowledges that many parties will contribute to the Picture and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Contributor of "moral rights" or "droit moral" is not effective, then Contributor agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Contributor will upon request execute, acknowledge and deliver to Producer any and all documents consistent herewith which Producer may reasonably deem necessary to evidence and effectuate all or any of Producer's rights hereunder. Contributor hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Contributor fails to execute, acknowledge and deliver within 5 business days after Producer's request therefor and furnishing of copies, unless a shorter period of time is reasonably required by Producer. The appointment shall be a power coupled with an interest. Producer shall provide Contributor with a copy of any such document Producer executes on behalf of Contributor, provided that a failure by Producer to send such a copy shall not constitute a breach hereof.

As full and satisfactory compensation for the Material and the rights granted herein, Producer shall pay Contributor the amount of One Thousand Dollars (USD\$1000) upon execution of this Agreement.

Contributor hereby grants to Producer the right to issue and authorize publicity concerning Contributor, and to use Contributor'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 Picture or any motion picture in which the Material shall be used in whole or in part.

Nothing herein will obligate Producer to include the Material in the Picture and Producer shall be under no obligation to accord Contributor credit in the Picture.

Contributor represents and warrants that: Contributor is free to grant all rights herein granted and to make all agreements made by Contributor herein; Contributor has not made, and will not make, any grant or assignment which will conflict with or impair the complete and quiet enjoyment of Producer's rights hereunder; and, Contributor is not subject to any conflicting obligations or any disability which will prevent or interfere with this assignment of Rights.

Contributor further represents and warrants that: the Material (other than any written material supplied by Producer to Contributor or incorporated by Producer into any Material written by Contributor) is or will be original with Contributor (or provided Contributor notifies Producer thereof, is in minor part in the public domain); any Material created by Contributor has not been copied in whole or in part from, or based on, any other work; the Material has not been exploited in any manner and/or medium; the Material is not and will not be based in whole or in part on the appearance of any real person; any Material contributed in writing by Contributor does not and will not infringe upon the copyright of any person or entity, and any other Material contributed by Contributor, to the best of Contributor's knowledge (including that which Contributor should have known in the exercise of reasonable prudence), does not and will not infringe upon the copyright of any person or entity; and, to the best of Contributor's knowledge (including that which Contributor should have known in the exercise of reasonable prudence), the Material does not and will not infringe upon or violate the right of privacy or any other right of any person or entity.

In the event Producer is in breach of any provision of this Agreement, Contributor specifically acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle Contributor to injunctive or other equitable relief. Contributor's rights and remedies in any such event shall be strictly limited to the right to

recover damages (if any) in an action at law and in no event will Contributor have the right to enjoin the development, production, distributing, marketing and advertising of the Picture.

This Agreement shall be governed by and construed in accordance with California law, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of this Agreement shall be submitted to final, binding arbitration conducted in Los Angeles County under the Expedited Arbitration Procedures Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. ("JAMS") before a single, neutral arbitrator who is a former or retired California state or federal court judge with experience in Entertainment matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County, including an award of costs, fees and expenses incurred in enforcing the award.

Producer shall be entitled to license, transfer and/or assign its right, title and benefit under this Agreement in whole and/or in part to any third party. Upon such assignment Producer shall have no further obligations to Contributor hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, trustees, successors and assigns.

Executed as of _____.

("Contributor")

ACKNOWLEDGED AND AGREED:

WARNER BROS. PICTURES, a division
of WB Studio Enterprises Inc.
("Producer")

By: _____
Its:

EXHIBIT A

(Verbal description and/or visual depiction of Avatar)