

## INSTRUMENT OF TRANSFER

Pursuant to a Distribution Agreement concurrently executed, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned \_\_\_\_\_ (“Licensor”) hereby assigns to SELECT MEDIA GROUP, INC. d/b/a SUMMER HILL ENTERTAINMENT and all subsidiaries, affiliates, parent companies, including but not limited to TOMCAT FILMS LLC and any subsidiaries, affiliate, and parent companies thereto (“Distributor”) by means of this Instrument of Transfer the exclusive right to distribute and exploit all Rights to \_\_\_\_\_ (the “Picture”) throughout the Territory during the Term, as more specifically set forth in the Distribution Agreement by and between Licensor and Distributor (the “Agreement”),” all as hereinafter specified. Parties hereby agree to the following terms:

### TERMS

This Instrument of Transfer is executed in accordance with, and is subject to the terms and conditions of the Agreement. All capitalized terms used but not defined herein shall have the same meanings as those set forth in the Agreement.

The Term shall be for three (3) years from the Effective Date of the Agreement entered into concurrently, subject to any renewals defined in the License Term of the Agreement, but in any case, not to exceed twenty (20) years from the Effective Date.

Licensor expressly acknowledges Licensor is the sole owner of the Picture and of all rights herein granted, assigned and licensed to Distributor hereunder, and the same are free and clear of any and all liens, charges, claims and encumbrances. Licensor has the sole and exclusive right to dispose of each and every right herein granted and purported to be granted. To the best of Licensor’s knowledge, the Picture and each material part thereof is original with Licensor in all respects and no substantial part thereof is in the public domain or taken from or based upon any other source.

Licensor hereby grants to Distributor the sole and exclusive right, under copyright, to (and to license other to) distribute the Picture, in any and all languages and versions (including dubbed, subtitled and narrated), as follows: Ancillary Rights, Cinematic Rights, Film Clip Licensing Rights, Non-Theatrical Rights, Secondary Rights, Television Rights, Theatrical Rights, Videogram Rights, Video-On-Demand Rights, Digital Rights.

Licensor hereby appoints Distributor, its successors and assigns, as its irrevocable attorney-in-fact, with the right (but not the obligation), subject to the terms of the Agreement, (i) to enforce and protect all rights, licenses and privileges granted and assigned herein or pursuant to the Agreement and granted under any and all copyrights (and renewals and extensions thereof), and (ii) to prevent any infringement of said copyright and to litigate, collect and receive all damages arising from such infringement of such rights, licenses and privileges, using the names of Licensor and joining Licensor as party plaintiff or defendant in any suit or proceeding (in the discretion of Distributor). Licensor agrees to cooperate with Distributor in any suit or action instituted by Distributor hereunder.

Licensors agree to execute and deliver and cause to be executed and delivered to Distributor any and all documents and instruments necessary to effect and complete the transfer by Licensor of all rights granted and assigned to Distributor pursuant to the Agreement. In the event Licensor fails to execute and deliver such other documents and instruments after demand thereof by Distributor, Distributor is hereby authorized and appointed attorney-in-fact of and for Licensor to make, execute and deliver any and all such documents and instruments.

[Signature Page Follows]

**SIGNATURES**

It is understood that Distributor’s aforementioned powers as attorney-in-fact are powers coupled with an interest, and are thereby irrevocable for the Term of the Agreement.

This Instrument of Transfer and the provisions hereof shall be binding upon Licensor, and each of its successors and permitted assigns.

**IN WITNESS, WHEREOF**, the undersigned have executed this Instrument of Transfer:

Date of Execution: \_\_\_\_\_

Signator for the Picture

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

Its: \_\_\_\_\_

**CITY/COUNTY OF** )

) ss.

**PROVINCE /STATE OF** )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ **SEAL**