

Library Agreement

TRANSITION MUSIC CORPORATION
Creative Entertainment Music (BMI),
One Stop Shop Music (SESAC), Pushy Publishing (ASCAP)
PO Box 2586, Toluca Lake, CA 91610
Telephone (323) 860-7074/ Fax (323) 860-7986

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged:

By John Henry Doe and Jane Mary Doe, writers/owners/arrangers of the musical composition(s)/master recording(s) of (See Attached Exhibit) on January 20, 2019.

HEREBY ASSIGNS to TRANSITION MUSIC CORPORATION (hereinafter "TMC", "we" "our" and/or TMC's publishing designees, successors or assignees) located at PO Box 2586, Toluca Lake, CA 91610 the whole and entire copyright (recording and composition) and any renewals and extensions thereof together with the sole right of representation, performance and reproduction by all means whatsoever including, but not limited to, the manufacture and distribution of copies thereof (with or without visual images) intended for public and private use for all countries, present and future, including all vested, contingent and future rights of the copyright and in and to the musical compositions per Exhibit "A" attached (hereafter collectively called the "WORK").

WAIVER OF RIGHTS BY ASSIGNOR

Without limiting the generality of the foregoing assignment, writer(s) John H. Doe and Jane M. Doe and their publishing designee(s) (hereinafter, jointly and severally the "ASSIGNOR" or "you") hereby waives all rights (moral and otherwise) in the "Work".

A. WARRANTY, INDEMNIFICATION AND RIGHTS

1. The Assignor warrants that to the best of the Assignor's knowledge the "Work" is original and in no way infringes any copyright held by any individual or entity.

2. The Assignor will hold TMC harmless from any damages resulting from breach of such warranty including reasonable legal costs and that she/he is in a position to grant the rights contained in this agreement.

3. "Assignor" will be entitled to receive and collect the so-called "Writer's share of public performance income" and we will be entitled to the "Publisher's share of public performance income" (as such shares are determined by the subsequent license agreement with a third party licensee) payable in each case by ASCAP/BMI/SESAC or any other applicable performing rights society. In any filing accomplished by either party with any performing rights society, "Assignor" will be listed as the owner of the writer's share of any performance royalties and TMC's publishing designee(s) will be listed as the sole owner of publisher's share of any performance royalties.

(a) If you are not currently affiliated with a performing rights society (ASCAP/BMI/SESAC or OTHER) you agree to affiliate, as a writer within 30 days from the date TMC notifies you that a use has been secured. If you do not affiliate within 30 days, TMC's publishing designee(s) shall have the right to assign your composition to a performing rights society listed above.

B. ROYALTIES, FEES, AND ACCOUNTING

1. After deduction of any fees from copyright, any collection or other fees charged by the Harry Fox Agency, Inc., or any other such collection agent which may be used by TMC (i.e.: sub-publishers), TMC shall pay to the Assignor twenty-five percent (25%) of all fees NET (excluding performance royalties) received or credited from the exploitation of the "Work" on a fee per use or other basis, including individual needle drops or track fees, synchronization fees and mechanical fees and fees from all media including other media whether known now or hereafter devised.

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2. In the event of sheet music publication, TMC shall pay, to Assignor a royalty of 25% of the income actually received for the sale of the sheet music of the "Work". All professional and complimentary copies and band parts shall be free of royalty unless TMC receives payment heretofore.

3. It is understood that should lyrics be added to the "Work" then the royalties and fees specified in clauses 1 and 2 above shall be divided between the Assignor and the author of such lyrics on terms to be mutually agreed among Assignor, such Author and TMC.

4. TMC shall be at liberty to destroy surplus stock whenever necessary.

5. TMC shall be entitled to make all such arrangements, adaptations or translations of the said "Work" as they may consider desirable and to do every other act and thing in respect of the said "Work" to make the same suitable in their opinion for publication in whole or in part, and to publish the said "Work" at such time and in such manner and to such extent as in their sole discretion they may decide.

6. Royalties and fees due from TMC to the Assignor shall be payable by TMC half-yearly and be accompanied by a statement setting out the sums due and shall be paid as soon as TMC can reasonably prepare such statement in respect of the preceding half-yearly ending respectively upon January 1st and July 1st, but not later than 60 days after each such date.

C. UNREPORTABLE INCOME/NO DUTY TO DISTRIBUTE INCOME

1. Notwithstanding the duties described in the Royalty, Fees and Distribution paragraph above, TMC shall be under no duty to the Assignor to report, distribute, or otherwise provide an accounting where no industry standard indicates. In no event shall the Assignor be entitled to share in any type of advance payments whatsoever, including but not limited to; publishing advances, blanket license fees, guarantee payments or minimum royalty payments that TMC o/b/o itself, successors, assignees, its publishing designees or the like, shall receive, until such earnings have been collected, fully earned and reported to TMC for the specific composition/master recording covered by this agreement.

D. ENTIRE AGREEMENT OF THE PARTIES

It is agreed that there are no other terms or conditions either expressed or implied relating to the publication of the said "Work" by TMC other than the terms contained herein and expressly set out, and that the Assignor has not executed this agreement in reliance on any representation other than as contained herein and expressly set out.

E. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California applicable to agreements wholly performed therein.

F. LIQUIDATED DAMAGES CLAUSE

If Assignor breaches this Agreement through intentional acts or unintentional acts (i.e. "forgetting" about a previous assignment of the Work and subsequently enters into this Agreement) then TMC has the right to collect the sum of TMC's overhead expended in monetizing, marketing the Work as well as any fees associated therewith (i.e., return of revenue to publishing house ASCAP, BMI, SESAC and the like; copyrights, etc.), legal fees associated with correcting contracts, and other legal situations that may arise, but in any event, no less than \$5,000 which amount is based on previous fees expended in such cases.

G. UNAUTHORIZED SAMPLING OF COMPOSITION(S)

TMC is not liable for any sampling of compositions ("Sampling" as used herein means one or more bars of a Composition) used in any unauthorized manner as part of any unauthorized project on any media, now

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known or hereinafter devised and used thereon, of which has no knowledge (actual or constructive) and TMC has not duty to search for any such occurrences of Sampling pursuant to this Agreement.

THE ASSIGNOR WARRANTS THAT HE HAS CAREFULLY READ THE FOREGOING BEFORE APPENDING HIS OR HER SIGNATURE.

THIS AGREEMENT IS BINDING UPON THE REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE PARTIES HERETO.

Transition Music Corporation

Assignor:

By: Donna Ross-Jones
on behalf of Creative Entertainment
Music (BMI), Pushy Publishing
One Stop Shop Music (SESAC)

John H. Doe

By: John H. Doe (Writer)
Affiliation: ASCAP//BMI/SESAC
CAE/IPI No.: 123.45.67.89
Writer %: 50.0%

Jane M. Doe

By: Jane M. Doe (Writer)
Affiliation: ASCAP//BMI/SESAC
CAE/IPI No.: 78912345
Writer %: 50.0%

TMC SAMPLE AGREEMENT

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Exhibit "A"

Song Title (Includes edit versions - if applicable):

1. Mary's Little Lamb
2. Lost Her Sheep

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**Exhibit "B"
TRANSFER OF COPYRIGHT**

For and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby irrevocably transfers and assigns to TRANSITION MUSIC CORPORATION, and its publishing designees Creative Entertainment Music/Pushy Publishing/One Stop Shop Music or its successors and assigns forever all of its share of the entire worldwide copyright and any and all other rights, including any renewals and extensions of copyright and any and all other rights in and to the musical composition(s) now entitled:

TITLE(S): See Exhibit "A"

MUSIC BY: John H. Doe and Jane M. Doe

Sound Recording **Music** **Arrangement**

(hereinafter referred to as the "Composition(s)") including the title, music and lyrics thereof and all arrangements thereof and the right to arrange, adapt, and create derivative works from the Composition(s), together with all copyrights and any and all other rights therein and thereto throughout the world, all under any law, statute, treaty or regulation heretofore, now or hereafter existing, enacted or promulgated together with all claims, demands and causes of action heretofore, now or hereafter existing for the use of the Composition(s) or infringement of the copyright(s) therein or any legal or equitable right to the use and ownership thereof in any fields of use now or hereafter existing throughout the world and otherwise throughout the universe by any means or technology now known or hereafter existing.

IN WITNESS WHEREOF, the undersigned has caused this transfer of copyright (s) to be executed this 20th day of January 2019.

By: Donna Ross-Jones
TRANSITION MUSIC CORPORATION
on behalf of its Publishing Designee:
Creative Entertainment Music/
Pushy Publishing/One Stop Shop Music

John H. Doe

Name: John H. Doe (Writer)

Home Phone #: 707-555-1212

Mobile Phone #: 707-555-1002

Date of Birth: 5 15 1980

S.S. or Tax I.D. #: 123-45-6789

E-mail: jack@jacksfairytale@yahoo.com

Address: 1313 Mockingbird Lane
Mockingbird Heights, CA 94952

Jane M. Doe

Name: Jane M. Doe (Writer)

Home Phone #: 518-500-3456

Mobile Phone #: _____

Date of Birth: 7 17 1981

S.S. or Tax I.D. #: 020-33-7890

E-mail: jmdoe@gmail.com

Address: 5 Havenwood Hollow
Fairport, CT 01980

Date of Creation: 9 /20 /2012

Copyright Number (if applicable): SRu -123-124

End doc.