

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**Agreement**") dated as the last date signed by the Parties below ("**Effective Date**") by and between _____ ("**Artist**") in favor of the Maryland-National Capital Park and Planning Commission, a public body corporate and agency of the State of Maryland located at 6611 Kenilworth Avenue, Riverdale, Maryland 20737 ("**Commission**") (each a "**Party**" and together the "**Parties**").

WHEREAS, the Artist is the owner of certain intellectual property; and

WHEREAS, the Commission wishes to obtain, and the Artist wishes to convey, transfer, and assign to the Commission, all of the Artist's right, title, and interest in certain intellectual property on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration, the Parties agree as follows:

1. Incorporation of Recitals. The recitals at the beginning of this Agreement are incorporated herein as part of this Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Artist hereby irrevocably conveys, transfers, and assigns to the Commission, and the Commission hereby accepts, all of the Artist's right, title, and interest in and to the following ("**Assigned IP**"):

(a) the intellectual property set forth in Schedule One, which is attached hereto and incorporated herein;

(b) all rights of any kind whatsoever of the Artist accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Attribution. The Commission shall provide the Artist with attribution for the Assigned IP in connection with any publication of such Assigned IP; provided, however, that the Commission does not have any obligation to provide such attribution where, in its sole discretion, space does not reasonably permit; and provided that any casual or inadvertent

failure to provide any such attribution will not be considered a breach of this Agreement by the Commission.

4. Recordation and Further Actions. The Artist hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Commission. Following the Effective Date, upon the Commission's reasonable request and at the Commission's sole cost and expense, the Artist shall take such steps and actions, and provide such cooperation and assistance to the Commission and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the transfer of the Assigned IP to the Commission, or any assignee or successor thereto.

5. Statement of Ownership. The Artist represents and warrants that the Artist is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Assigned IP.

6. Indemnification The Artist shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, directors, employees, agents, representatives, successors, and assigns (collectively, "**Commission Indemnitees**") from and against all liability, claims, damages, costs and expenses (including attorney's fees and costs) and legal actions of any kind which may be brought against the Commission arising from or relating directly or indirectly to: (a) breach by the Artist of any representation, warranty, covenant, or obligation under this Agreement, or (b) infringement, dilution, or other violation of any intellectual property or other rights of any person resulting from the use of the Assigned IP by the Commission in accordance with this Agreement, or (c) infringement, dilution, or other violation of any intellectual property if the Artist is proven not to have owned the Assigned IP (collectively, (a) through (c) are "**Claims**").

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

9. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State

of Maryland or any other jurisdiction) and shall be exclusively enforced in any court of competent jurisdiction in Montgomery County or Prince George's County, Maryland.

10. Jury Waiver. EACH PARTY WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE ASSIGNED IP, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION WITH COMPETENT COUNSEL.

11. Authorized Signer. Each person executing this Agreement, whether on its own or behalf of any organization hereby certifies that they have been duly authorized to execute this Agreement on behalf of such organization.

12. Electronic Signatures. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

ARTIST

Signature: _____

Artist Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent in all respects to the terms and conditions of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions.

By: _____

Name: _____

Date: _____

SCHEDULE ONE
Assigned IP

Artwork Title:

Date created:

Medium: