

COPYRIGHT ASSIGNMENT

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, "Artist" hereby irrevocably sells, transfers and assigns to Lucasfilm Ltd. ("Company"), exclusively and perpetually, all worldwide rights, titles and interests of every kind and nature now or hereafter known in the artwork (the "Artwork") more particularly described on schedule "A" attached hereto, including but not limited to a) all copyrights therein for the full term of such copyrights, including any periods of extension or renewal, b) the right of reproduction of the Artwork in any and all media whether now known and/or hereafter devised, in whole or in part, including but not limited to any characters or figures depicted or developed therein, c) the moral rights of authors or artists in the Artwork in whole or in part and d) all rights of manufacture, merchandising, recordation, reproduction, translation, adaptation, display and exhibition of the Artwork in whole or in part, by any and all means whether now known and/or hereafter devised, including, by way of illustration but not for purposes of limitation, television, radio and stage musicals and dramas, all types of merchandising, souvenirs, theater programs, posters, comic books and strips, magazines and newspaper publications, special art covers, soft cover (or other) editions of comic books, strips, storyboards or other publications, motion pictures, video cassettes, computer software, firmware, and/or hardware, tapes, video text, video discs, teletext, optical discs, CD-I and CD-ROM.

2. Copyright Notice and Artist's Signature. Artist shall include Artist's signature and the following copyright and trademark clearly legible on the bottom of the Artwork:

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3. Assistance by Artist. Artist shall execute any and all additional documents requested by Company which Company deems necessary in obtaining registration and enforcement of copyrights and other rights of any kind or nature in the Artwork, or any portion of thereof. In the event Artist fails or refuses for any reason to execute and deliver such documents requested by Company for the purpose of vesting, protecting and enforcing Company's ownership interest in the Artwork, then Artist irrevocably appoints Company as his/her attorney-in-fact to execute such documents in Artist's name and on Artist's behalf, which appointment is irrevocable and coupled with an interest.

4. Exercise of Rights by Company. The rights granted by this assignment to Company shall be exercised by Company in its sole and exclusive discretion.

5. Artist's Warranty, Indemnity and Acknowledgment. Artist warrants that, except to the extent that the Artwork is based upon elements of the *Star Wars* properties, material provided by Company, or material in the public domain, the Artwork is and shall be wholly original; that no third party has any right, title or interest in and to the elements of the Artwork created by Artist; that Artist has the full right and authority to make this assignment; that no rights are being retained or reserved by Artist; that proper releases have been obtained from all persons whose names or likenesses may be incorporated or used in the Artwork; and that the use by Company of those elements of the Artwork created by Artist will not infringe or violate the rights of any third party. Artist acknowledges that the Contributions are derivative from the Licensed Property, and that Artist has no right, title or interest in and to anything in the Contributions which is contained in the Licensed Property. Artist also acknowledges and agrees that to the extent any moral rights of authors are not assignable, Artist hereby waives any such rights and irrevocably agrees not to bring or maintain any claim or action based upon any alleged violation of any such moral rights anywhere in the world. Artist agrees to indemnify and hold Company harmless against any and all loss, cost, liability and expenses (including reasonable counsel fees) arising out of any breach of the warranties contained in this assignment.

6. Restrictions. Artist agrees not to reproduce, publish, transmit, manufacture and/or duplicate the Artwork in any form whatsoever without the prior written approval of Company. Artist agrees not to use any name, character, artwork, design, trade name, copyrighted material, trademark or service mark of Company or any of its affiliated and subsidiary companies, employees, directors, and licensees: (a) in any resume, portfolio, advertising, publicity or promotion; (b) to express or to imply any endorsement of any kind or character; or (c)

in any manner other than in accordance with this assignment without the express prior written consent of Company. Notwithstanding the foregoing, Artist shall have the non-exclusive license to reproduce an image of the Artwork solely for use as part of and as embodied in Artist's paper-printed portfolio, audio/visual interviews with Artist, and publications through which Artist's other artistic drawings and paintings are sold, provided that Artist shall provide Company with prior written notice of such uses.

7. Successors and Assigns. This assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, agents, administrators and assigns.

8. Ownership; Copyright Notices. Company shall be entitled to and shall solely and exclusively own throughout the world in perpetuity, all rights in the materials prepared by Artist with respect to the Artwork (including but not limited to all rights, throughout the world, of copyright, trademark, patent, recordation, reproduction and the right to secure registrations, renewals, reissues and extensions thereof) together with the rights generally known in the field of literary and musical endeavor as the "moral rights of authors" in and/or to any proceeds of Artist's services with respect to the Artwork, including but not limited to the right to add to, subtract from, arrange, revise, adapt, rearrange, make variations of said property, and to translate the same into any and all languages, change the sequence, change the characters and the descriptions thereof contained in said property, change the title of the same, use said title or any of its components in connection with any other work(s) or wholly or partially independent of said property, and to use all or any part of said property in new versions, adaptations, derivative work(s), and prequels and sequels in any and all languages, and to obtain copyright therein in the name of Company throughout the world.

9. Governing Law. This agreement shall be governed by and construed according to the internal substantive law of the State of California without reference to conflicts of law provisions. The parties agree to exclusive jurisdiction and venue of the federal courts in and for the United States District Court for the Northern District of California and/or the California State Courts in and for the County of Marin.

10. Entire Agreement. This assignment constitutes and contains the entire agreement and understanding concerning the subject matters addressed herein between the parties.

("Artist")

(Print Name)

(Date)

SCHEDULE A
to Artist's Copyright Assignment

TITLE OF ARTWORK:

DESCRIPTION OF ARTWORK:
