

# ASSIGNMENT BY PHOTOGRAPHER OF RIGHTS TO PHOTOGRAPHS

THIS AGREEMENT is made between Liberation Publications, Inc. ("LPI") and \_\_\_\_\_  
(The "Photographer").

FOR VALUE RECEIVED, the Photographer hereby assigns to LPI, its agents, assigns, licensees, successors and legal representatives, including, without limitation, those acting with their authority and permission and their representative agents and employees, those for whom they are acting, and any person or entity who may hereinafter publish the films, video recordings, audio recordings or Photographs (hereinafter collectively referred to as the "Users") in perpetuity and throughout the universe the absolute, irrevocable, sole and exclusive right and permission to copyright in its own name, use, reuse, publish, republish, exhibit, display, print, reprint, and otherwise exploit, as well as the right to use the name of the Photographer (hereinafter collectively referred to as the "Use"), in any and all media, whether now known or unknown, including, without limitation, in advertising material, television, video recordings, audio recordings, motion pictures, magazines, books and other media and for any purpose LPI or any or all of the Users may see fit, in their sole and absolute discretion, all of the photographs, video recordings, audio recordings, pictures, designs, paintings and drawings, negatives, chromes, prints, illustrations, and portraits made from all of the Photographs (herein collectively referred to as the "Photographs") of the Model (herein referred to as the "model") whose name appears on the Model Release attached hereto taken by the Photographer.

The Photographer hereby warrants that the Model was of full age at the time the Photographs were taken and signed the Model Release of his or her own volition. The Photographer further warrants that the required model identification, including the photo or picture identification card showing the Model's name and birthday were and are authentic. Photographer agrees to retain the original of such signed Model Release Form for such Photographs in compliance with the requirements of all State and Federal laws and to provide LPI and any of the Users with a clear and legible copy of the Model Release Form and required Model identification.

The Photographer further represents and warrants that the or she is the sole author and owner of the Photographs and of all rights herein granted and assigned; that the same are free and clear of any and all liens, charges, claims and encumbrances; that the Photographer has the sole and exclusive rights to dispose of each and every right herein granted and purported to be granted; that he or she has not done, caused or authorized and will not do, cause or authorize any act or thing by which any of the rights herein granted and purported to be granted have been impaired; that the Photographs are original in all aspects and have not been taken from or based upon any other source; that neither the photographs nor any part thereof violate any right of privacy or publicity of any person or constitutes a libel or slander of any person or infringes upon or violates any other right of any person; and that the reproduction, exhibition, or any other use by LPI and any User of such Photographs in any form whatsoever will not in any way, directly or indirectly infringe upon any right of any person. The Photographer hereby releases, discharges and agrees to defend, indemnify and save harmless LPI and any other User, their legal representatives, agents, licensees, successors and assigns and all parties acting under their permission and authority, or those for whom they are acting, from and against any losses, damages, costs, charges, attorney's fees, recoveries, actions, judgments, penalties, expenses and any other loss whatsoever which may be obtained against, imposed upon or suffered by all or any of them, which may arise from the use of the Photographs or the breach of any warranty, representation, covenant or agreement made hereunder.

The Photographer also waives all rights to inspect or approve of the Use of the Photographs including, without limitation, the printed matter or advertising copy which may accompany the published Photographs.

All rights herein granted and assigned shall be fully transferable, in whole or in part, without restriction, and shall insure to the benefit of LPI and other Users, their successors, assigns, agents and licensees.

The Photographer fully warrants that he or she has read this Assignment and the terms thereof prior to its execution and that he or she is fully familiar with the contents thereof.

The Photographer, as the primary producer, hereby certifies to all Users that the visual depictions covered by this release satisfy the standards under paragraphs (a)(1) through (a)(3) of Section 75.7 of the Regulations implementing 18 U.S.C. § 2257 and do not depict actual sexually explicit conduct.

\_\_\_\_\_  
Model's name as it appears on attached Model Release [record in space above]

\_\_\_\_\_  
Model's Fictitious name as it appears on attached Model Release [record in space above]

## ▼ TO BE COMPLETED BY PHOTOGRAPHER:

Photographer's signature \_\_\_\_\_  
Photographer's name \_\_\_\_\_  
Date \_\_\_\_\_  
Social Security Number \_\_\_\_\_  
Photographer's address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_  
Photographer's telephone number \_\_\_\_\_  
Other aliases used by photographer \_\_\_\_\_

## ▼ TO BE COMPLETED BY WITNESS:

Signature of Witness \_\_\_\_\_  
Name of Witness (print) \_\_\_\_\_  
Date \_\_\_\_\_  
Address of Witness \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

## ACCEPTED AND APPROVED BY SPECIALTY PUBLICATIONS LLC

Accepted by \_\_\_\_\_  
Date \_\_\_\_\_