



qubo

The Zimmer Twins on qubo

Your child's Zimmer Twins animated movie has been selected to be shown on qubo, a children's television network, with your permission and subject to your agreement to these terms.

Before we can use your child's movie, we need your permission to show the movie on Qubo and to use your child's first name, age and state of residence in connection with the showing of your child's movie. We also need for you to sign and return the Assignment form below on behalf of your child. Please complete this form and the Assignment form and fax them to us at 1-866-742-3171. We must receive these forms, fully executed, no later than **August 15th, 2008**. If we do not receive these forms, fully-executed, by August 15th, 2008 You may wish to obtain independent legal advice with respect to the terms and conditions of this Agreement.

Child's Zimmer Twins Nickname: _____

Child's Full Name: _____

Name of Parent or Guardian: _____

Parent or Guardian Phone Number: _____

Email Address for Parent or Guardian: _____

Please fax the completed forms to:

1-866-742-3171

If you have any questions or concerns, contact us at info@zimmertwins.com.

**QUBO VENTURE LLC.
ASSIGNMENT**

This agreement is dated this ____ day of _____, ____ (the "Agreement"), and is between QUBO Venture LLC with offices located at 601 Clearwater Park Road, West Palm Beach, FL 33401 (the "Producer") -and- _____ (the "Creator"), an individual resident at _____ (street address)

_____ (city)
_____ (state)
_____ (zip code)

and, if Creator is under the age of majority in his/her state of residence, the Creator's parent/legal guardian, _____ (the "Parent"), at the same residence.

1. The Producer has selected the Creator's work from submissions made to the Producer's web site involving a series of animated images entitled "THE ZIMMER TWINS" (the "Production"). The Creator's submission shall be referred to as the "Content." In this Agreement, whenever the "Creator" is referred to, this shall be deemed to include the Parent where the Parent is executing this Agreement on behalf of the Creator.

2. In consideration of the use of the Content on Qubo, the Creator hereby irrevocably grants to the Producer all rights of any kind, including copyright, in and to the Content. For clarity, this grant consists of a full, irrevocable assignment of copyright to the Producer by the Creator. These rights shall include, without limitation, the irrevocable right to reproduce, prepare derivative works, combine with other works, edit, crop, combine with music and/or additional dialogue alter, translate, distribute copies, display, perform, license and apply for copyright registration for any or all of the Content. The Creator also grants the Producer the right to use the Creator's first name, age and state of residence in connection with the promotion, publicity, advertising and all uses of the Production which contains the Content. All of these rights are granted to the Producer for all media, whether now known or hereafter devised, throughout the universe, in all languages, and in perpetuity without additional compensation, notification or permission from Creator. The Creator also waives any and all moral rights which may arise in connection with the Content. The Producer shall have the exclusive right to determine the manner of the exercise and of these rights and the exploitation of the Production.

3. Representations and Warranties:

The Creator represents and warrants that:

- (a) the Content does not contain any libelous, defamatory, obscene, illegal, threatening or abusive materials;
- (b) the Content does not and shall not infringe any intellectual property right or any other right of any person or entity and shall not breach any law;
- (c) the Creator has been and remains in compliance with the Terms of Use of the Producer's web site; and
- (d) the Creator and the Parent are legal residents of the United States of America.
- (e) the Parent is over the legal age of majority in his/her state of residence.

4. The Creator hereby agrees to indemnify the Producer, and its parent, affiliates, subsidiaries,

partners and licensees and all of their respective officers, directors, shareholders, employees and agents harmless from any and all damages, legal actions or causes of action that may now or hereinafter arise as a result of the use of the Creator's Content and/or the Creator's breach of this Agreement.

5. General:

(a) The Creator represents and warrants that he or she has the right to enter into and perform this Agreement, and the Parent consents to the execution of this Agreement by a minor Creator, and both the Creator and the Parent agree that they each have knowledge of the terms and conditions contained in this Agreement, in the Producer's Terms of Use and in the Producer's Privacy Policy.

(b) This Agreement (along with the Producer's Terms of Use and the Producer's Privacy Policy) contains the entire understanding between the parties with respect to the Content and the Production, and no modification of this Agreement shall be valid unless in writing and signed by both/all parties. The Producer may assign any or all of its rights and/or obligations under this Agreement. This Agreement shall be construed under the laws of New York. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of the Agreement. The Producer has advised the Creator and his or her Parent to acquire independent legal advice with respect to the terms and conditions contained in this Agreement. The Creator/Parent have acquired such legal advice, or have waived their right to such advice, but nonetheless execute this Agreement with full knowledge of and consent to its terms and conditions.

CREATOR:

PRODUCER:
QUBO VENTURE LLC.

Per:
Title:

PARENT/GUARDIAN OF CREATOR:

I have read and understood the terms and conditions of this Agreement, the Terms of Use of the Producer's web site and the Producer's Privacy Policy. I have explained these terms to my child, the Creator, and we together approve of those terms. I execute this Agreement along with my child in order to provide authority for my child's execution of this Agreement and my child's compliance with the terms and conditions set out in this Agreement. I take full responsibility for my child's compliance with this Agreement.
