To: __________________________  
Director’s name

From: __________________________  
Licensor’s name

Date: __________________________

Re: Use of [Description of materials] (the “Materials”) in [Title of production] (the “Production”)

Credit: __________________________

Credit line to be provided to Licensor

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby irrevocably grants to Director and his/her successors, licensees and assigns the right to incorporate the Materials into the Production and to otherwise use the Materials in connection with the development, production, distribution, and exploitation of the Production and any remakes or sequels and in any advertising or publicity and ancillary and allied products relating to the Production, throughout the universe in perpetuity in all languages and in all forms of media now known or hereafter developed. Licensor agrees that it will have no rights whatsoever in and to the Production. Licensor agrees that Director may alter, manipulate, enhance, and/or modify the Materials, and/or combine the Materials with other works in Producer’s discretion, for the purposes set forth above.

Licensor hereby waives any and all moral rights in and to the use by Director of the Materials and agrees that it shall not be entitled to enjoin, restrain or otherwise interfere with the production, distribution, exhibition, exploitation, or promotion of the Production for any reason whatsoever. Licensor agrees that Director is not obligated to include the Materials in the Production.

Director shall provide Licensor with a courtesy credit in substantially the form set forth above. Director will not be responsible for any inadvertent failure to provide the specified credit but will use best efforts to remedy such failure on a prospective basis.

Licensor hereby represents and warrants that it is the sole owner of copyright and all other rights in and to the Materials and has the right to enter into this agreement and to grant the rights set forth above without further consent from any other person or entity. Licensor further represents and warrants that the use of the Materials as contemplated herein will not violate or infringe upon the trademark, copyright, and/or other intellectual property rights of any third party, including any rights of privacy or publicity. Licensor agrees to indemnify Director, his/her affiliates, and their respective licensees, successors and assigns from and against all claims, damages or expenses, including reasonable attorney fees, resulting from Licensor’s breach of these representations and warranties.

Director may assign this agreement and all of its rights and obligations to any party or entity involved in producing, financing, or distributing the Production. This release constitutes a binding agreement and is the entire agreement between the parties and supersedes all prior negotiations and communications, whether written or oral, with respect to the subject matter hereof. This release may not be amended except by a writing signed by both parties. This release shall be governed by and construed in accordance with the laws of the State of New York.

Print name of Licensor __________________________

Signature of Licensor __________________________ Date __________________________

Print name of Director __________________________

Signature of Director __________________________ Date __________________________

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