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This agreement is offered ONLY as an example of the types of clauses and language that can be used in agreements of this nature. While it may serve as a guideline for the kinds of issues that are covered in such agreements, and may prompt you to consider issues you had not previously thought about, it is not comprehensive, and does not cover all possible scenarios. Further, some provisions in this agreement may be inappropriate in your situation, and others may apply to your situation but may not be in your interest to include. Every contract must be specifically tailored to the situation and deal at hand, and to the needs of the user, so if you require an agreement in the area of branded entertainment, it is strongly advised that you consult an attorney. By downloading this agreement, you acknowledge and agree that you have read and understood this paragraph, and that neither the author (who is not an attorney), nor author company (Animus Entertainment Group LLC), nor the publisher (J. Ross Publishing) can be held responsible whatsoever for the consequences of using these agreements, or any portion of them, and you release these parties, irrevocably and forever, from any and all such claims, relating to your use of the agreement you have downloaded.

SAMPLE AGREEMENT #2

THIS AGREEMENT (this “**Agreement**”) is entered into as of _____
(the “**Effective Date**”), by and between PRODUCTION CO, located at
_____ (“**Licensor**”), and THE NETWORK XXX, located at
_____ (“**Network**”).

RECITALS:

A. Licensor owns and controls free and clear of all third party restrictions, contracts, claims, demands and other third party rights of any nature, all Licensed Rights in the Territory (as defined in Appendix X attached hereto) in and to the Format (as defined below) including, without limitation a grant of rights from any co-owner of the Licensed Rights.

B. Network owns and operates television networks and through such networks is in the business, among other things, of broadcasting television programs and distributing television programs to its affiliates, licensees and distributors within the Territory, including, without limitation, Network’s broadcast television stations and affiliates (including low and full-power stations), its cable affiliates, DTH affiliates, and the broadcast television stations (including low and full-power stations), cable affiliates and DTH affiliates of its licensees.

C. Network desires to acquire from Licensor the right to broadcast and otherwise exploit the Format in the Territory and Licensor is willing to grant such rights upon the terms, provisions and conditions herein set forth.

Therefore, the parties hereto agree as follows:

1. **Definitions.** The definitions of initially capitalized terms are set forth in Schedule 1 of this Agreement attached hereto and incorporated by reference as though set out in full herein.

2. **Grant.**

2.1 **Licensed Rights.** Subject to the terms and conditions hereof, Licensor hereby grants, transfers, assigns and sets over to Network and the Network Entities, during the Term and throughout the Territory, the exclusive right and license, under copyright (and any and all extensions and renewals thereof) and otherwise, to:

(a) commercially exploit Format, as embodied in the Program, via any media, means, method or process now known or to be developed, including, without limitation: (i) Broadcast; (ii) Home Video distribution; (iii) Webcast; (iv) Mobile Technology; and (v) Social Media

(b) exploit any and all ancillary rights in and to the Program, including, without limitation, merchandising, commercial tie-in, branded entertainment content, print and electronic publishing, music publishing, soundtrack recording, character, theme park, interactive multimedia and video games, and all forms of advertising and promotion, but excluding the right to create, develop or produce sequels, prequels, remakes, spin-offs, or theatrical versions of the Program, or any new Television programs that are derivative in theme or format of the Program (collectively “**Ancillary Rights**”);

For the avoidance of doubt, the Licensed Rights shall include without limitation the right, but not the obligation, to Broadcast and otherwise distribute the Program within the Territory, provided that Network shall not Broadcast the Program XX times on network television.

Licensor shall have the right to exploit the Format (but not the Program) and Ancillary Rights in languages other than the Authorized Language in the Territory subject to the “Holdback Period” as defined in clause x.x.

2.2 Inclusive Rights. The Licensed Rights include Network’s sole and exclusive right within the Territory, with respect to the Format in the Authorized Language as embodied in the Program, and the Program:

- (a) Titles. To determine, use, register, and exploit the title or titles of the Program in Network’s sole discretion;
- (b) Licensing to Third Parties. To permit, authorize, license and sublicense others to exercise, sublicense and/or subdistribute the Licensed Rights;
- (c) Commercialization. To allow commercial messages to be inserted during the Broadcast of the Program in such a manner, position, form and substance as Network elects;
- (d) Use of Network Name. To use Network’s, any of the Network Entities’, and/or any of its distributors’ and/or licensees’ names, trademarks and logos on the Program and in all advertising and publicity relating to the Program, in such a manner, position, form and substance as Network elects;
- (e) Edit as Needed. To make changes, additions, edits, cuts, variations and modifications in the Program in such a manner, position, form and substance as Network shall deem necessary to make the Program suitable for Broadcast;
- (f) Dubbing/Subtitling. To make such dubbed and titled versions of the Program, and the trailers thereof, for purposes of secondary-audio-programming or disability accommodating programming including, but not limited to, cut in, synchronized and superimposed versions thereof in all languages and to digitalize, encode, reformat and “screen-in-screen” such versions of the Program for use in the Territory;

(g) Promotion. To promote, advertise and publicize the Program, and authorize others so to do, via any media, means, method or process now known or hereafter developed, including, without limitation, the exclusive right in the Authorized Language, for the purpose of promoting, advertising and promoting the Program;

(h) Trailer/Sizzle Reel. To create trailers of the Program or a short length sizzle reel for Network to advertise, publicize and promote the Program; and

2.3 Spillage. It shall not be considered a breach of this Agreement if any Broadcast of the Program from the Territory by any party authorized to do so hereunder is received, or is capable of being received, outside of the Territory, provided that Network does not authorize parties located outside of the Territory to Broadcast the Program.

2.4 Format Holdback.

2.4.1 Commencing from the Effective Date XXX and until XXX (the “**Holdback Period**”), Licensor shall not, and shall not authorize or permit any person or entity to, Broadcast (whether by Television, Mobile Technology, Webcast, or otherwise), exhibit, distribute, transmit or otherwise exploit the Format in any language in the Territory via any media, means, method or process now known or hereafter developed. Thereafter, Licensor’s rights in the Territory during the remainder of the Term shall be limited to exploiting the Format in a language other than the Authorized Language, provided that in no event shall any other language version of the Format be broadcast in the Territory during the broadcast by Network of the initial telecast of any season of the Program.

2.4.2 Licensor shall not enter into negotiations with respect to any exploitation of the Format in the Authorized Language in the Territory with any party other than Network at any time during the Term, including any extensions thereof pursuant to this Agreement.

2.5. Ownership of Program. Licensor acknowledges and agrees that Network shall own, exclusively, for a period of XXX, any and all rights, title and interest