

Copyright Waiver and Assignment

This Agreement is by and between the submitter ("Assignor") and Lou Gallio ("Assignee Author").

WHEREAS, Assignor has authored certain ideas or works which are described below (the "Story Idea"); and

WHEREAS, Assignee Author, wishes to acquire the entire rights, title, and interest in the Story Idea.

NOW, the parties agree as follows:

1. **Assignment** Assignor does hereby irrevocably assign to Assignee Author all rights, title, and interest (including but not limited to, the copyright, all rights to prepare derivative Story Idea, all goodwill and all moral rights), in and to the Story Idea, whether it is accepted for publication or not.
2. **Consideration** In consideration for the assignment set forth in Section 1, Assignee Author shall pay Assignor the sum of \$1.00, payable upon written acceptance of such Story Idea.
3. **Representations and Warranties** Assignor represents and warrants to Assignee Author:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Story Idea;
 - (c) The Story Idea are free of any liens, security interests, encumbrances or licenses;
 - (d) The Story Idea do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Story Idea;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. **Attorney's Fees** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
5. **Entire Agreement** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
6. **Only a writing signed by both parties may amend amendment This Agreement.**
7. **Severability** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
8. **Agreement to Perform Necessary Acts** Assignee Author agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
9. **Governing Law** This Agreement shall be construed in accordance with, and the laws of the State of Texas shall govern all actions arising hereunder.