

MATERIALS RELEASE

Company:	Apple Studios LLC
Project:	Audio-visual program currently entitled "BRASS TACTICS"
Licensor:	
Material:	

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Licensor hereby grants to Company, and its affiliates, successors, licensees and assigns, all rights to use the Material in and in connection with the production, distribution, exhibition, promotion, co-promotion, marketing and ancillary exploitation of the Project, in any manner, in any and all media now known or hereafter devised, throughout the universe, in perpetuity. Company shall have the right to reproduce, reformat, reprocess, modify, alter, add to, take from, translate, subtitle, dub, or otherwise edit the Material as determined by Company in its sole discretion. To the extent permitted by law, Licensor waives any and all "moral rights" it may have in the Material. Company shall have no obligation to use the Material.

Licensor hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein; that it is authorized to enter into and execute this release; that the consent of, or payment of royalties, residuals or other compensation to, no other person or entity is required to enable Company to use the Material as described herein; and that Company's use of the Material as described herein will not violate or infringe upon the rights of any third parties. Licensor agrees to indemnify, defend, and hold harmless Company, and its affiliates, successors, licensees and assigns, and each of their respective directors, employees, agents and representatives, from and against any and all losses, costs (including, without limitation, reasonable attorneys' fees), liabilities and damages arising out of any claim of any nature resulting from any breach by Licensor of any representations, warranties, or covenants hereunder.

Licensor may acquire certain non-public information related to the Project, including the business and operations of Company, in connection with entering into this release. Licensor will keep such non-public information, including the subject matter of this release, secret and not disclose, disseminate, or distribute such information without Company's prior written approval.

This release will be governed and interpreted in accordance with the laws of the State of California, without regard to principles of conflict of laws. The parties agree that any proceeding relating to this release will take place in Federal or State courts located in, and be subject to the exclusive jurisdiction of, Los Angeles County in the State of California, and both parties hereby waive the right to object to that choice of law, personal jurisdiction, or venue. In the event of a breach by Company of this release, Licensor agrees that its rights and remedies will be limited to the right, if any, to recover money damages in an action at law, and Licensor expressly waives the right to seek injunctive or other equitable relief. This release contains the parties' entire understanding relative to its subject matter and supersedes all prior agreements and understandings pertaining hereto and can only be modified by a writing signed by both parties. Company may assign or otherwise transfer this release and all rights granted to Company hereunder (in whole or in part) to any person or entity. Nothing in this release shall limit or restrict any rights otherwise enjoyed by Company under law or contract. This release may be signed in counterparts and transmitted via electronic means, and such counterparts (including digital copies thereof) taken together will constitute an original binding release.

AGREED AND ACCEPTED:

LICENSOR

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

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