

LICENSING AGREEMENT

This Licensing Agreement (“**Agreement**”) will confirm that, having the sole right to do so, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), _____ (“**Company**”) irrevocably grants to Sun Bear Productions LLC (herein “**Producer**”), and its subsidiary and affiliated corporations, successors, assigns and licensees, the non-exclusive right to photograph, record, reproduce, edit, alter, modify, create derivate works of, transmit or otherwise use the media, names, products, trademarks, photographs, copyrighted material and/or other material(s) depicted below in Exhibit “A”, attached hereto and incorporated herein by this reference (collectively, “**Materials**”), in and in connection with the production, exhibition, advertising, promotion or any other exploitation of the project currently entitled “Storytime with Mr. Whiskers” (“**Project**”), and in connection with Producer’s business, without limitation as to time, territory or medium (be it now known or hereafter devised).

The specific use of the Material(s) is subject to the creative direction of the Producer. Company acknowledges that Producer shall have no obligation to actually use or exploit the Materials in or in connection with the Project.

In addition, Company agrees to sign any other documentation that Producer may request for purposes of establishing its rights to use the Materials as contemplated herein.

The rights granted herein include the right to use excerpts or stills from the Project, which may contain the Materials, in any motion picture, publication, recording, production, product, service or as otherwise desired by Producer.

Company represents and warrants that the Materials are original, that the consent of no other person, firm, corporation, or labor organization is required to enable Producer to use the Materials, and that such use will not violate or infringe upon the rights of any third parties and is not the subject of any litigation or claim that might give rise to litigation. Company agrees to indemnify Producer and Producer’s successors and assigns from and against all claims, damages or expenses resulting from any breach of the above-stated representations and warranties. In the event of any breach, termination or cancellation of this Agreement by Producer, Company acknowledges that its sole remedy shall be an action for damages and Company irrevocably waives any right to seek or obtain equitable or injunctive relief.

Producer shall be entitled to assign, license or otherwise transfer any or all of this Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia governing contracts to be wholly performed in Virginia.

This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

Accepted and Agreed:

COMPANY: _____

SUN BEAR PRODUCTIONS LLC.

By: _____

By:  _____

Name: _____

Its: Authorized Signatory _____

Title: _____

Date: _____

EXHIBIT "A"

Book entitled " _____ ", written and illustrated by _____.

- or -

Book entitled " _____ ", written by _____ and illustrated by _____. **[NOTE: If book author and illustrator are not the same person, use separate licensing agreements for each person.]**