

COPYRIGHT LICENSE AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 20____, by
and between _____ of _____,
hereinafter referred to as "Licensor";

AND: _____

hereinafter referred to as "Licensee".

WHEREAS, Licensor has created a copyrighted work or works, as identified on Appendix "A" attached hereto, hereinafter "Copyrighted Work", and desires to grant a license to Licensee; and

WHEREAS, Licensee agrees to accept the copyright license grant and desires to reduce to writing the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, EACH PARTY INTENDING TO BE LEGALLY BOUND HEREBY, it is agreed as follows:

1. Licensor hereby grants to Licensee, and Licensee agrees to accept, a non-exclusive license to the Copyrighted Work according to the terms and conditions set forth below.

2. Licensee may reproduce the Copyrighted Work in any form or forms consistent with the products sold by Licensee.

3. Licensee will pay a royalty to Licensor in the amount of ____ percent of the net sales of the Copyrighted Work. Licensee will provide a report each calendar month, or each quarter of the year, at their preference, showing the volume of sales of the Copyrighted Work and the amount of royalty due to Licensor for such sales of the Copyrighted Work. Licensee will accompany each report with a check in the amount shown for the royalties due to Licensor. Net sales for the purposes of calculating the amount of royalties due to Licensor will

be calculated from the gross sales. Licensor shall have the right to audit Licensee's records with respect to the sales of the Copyrighted Work at Licensor's expense during normal business hours through the services of an accountant selected by Licensor.

4. The term of this License Agreement shall be for as long as both parties are in agreement.. Licensee, or Licensor may terminate this License Agreement by giving a thirty (30) day written notice. 120 days will be given Licensee to clear their inventory of items with Licensors poetry.

5. Notices to the parties will be provided by first class mail, postage pre-paid to the following addresses:

To Licensor:

To Licensee:

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first above written.

LICENSOR:

LICENSEE:

APPENDIX "A"

Identification of Copyrighted Work(s):