

INTELLECTUAL PROPERTY WAIVER AND ASSIGNMENT AGREEMENT
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

THIS AGREEMENT (the “Agreement”) is entered into between Lemon-Aid Project, Inc., a California Non-Profit Corporation, (“Lemon-Aid”) and the undersigned (“Donor”). WHEREAS in consideration for the opportunity to submit cookbook recipe(s), cookbook artwork, photo(s), drawing(s), logo(s), design(s), T-shirt logo designs, other logo designs, and/or any other intellectual property (“Submissions”) to Lemon-Aid, and for other good and valuable consideration, Donor irrevocably grants Lemon-Aid and its successors, assigns, licensees, officers, agents and contractors the right and permission to use, copy, alter, distribute, publish, broadcast, sell, and display the Submissions for any purpose and in all media without limitation as to duration or frequency of use.

1. **TERM:** This Agreement and the provisions hereof shall be in full force and effect commencing on the date of execution by Donor and shall extend for an indefinite term.

2. **SUBMISSIONS:** Donor desires, and Lemon-Aid agrees, to submit original works of authorship, including but not limited to: cookbook recipes, cookbook art, photos, drawings, illustrations, logos, designs, and/or other intellectual property, which shall be provided to Lemon-Aid, in furtherance of supporting and/or promoting Lemon-Aid’s missions, purpose, and/or goals.

3. **ASSIGNMENT & OWNERSHIP:** Donor does hereby assign and transfer to Lemon-Aid, its successors and assigns, the entire right, title and interest in and to the copyright and/or trademark rights in the Submissions and any registrations and/or copyright and/or trademark applications relating thereto and any extensions and renewals thereof, and in and to all works based upon, derived from, or incorporating the Submissions, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on such intellectual property, and in and to all rights corresponding to the foregoing throughout the world. To the extent Donor nevertheless inures to the benefit of any property rights arising out of the Submissions (including but not limited to copyright or trademark rights), Donor irrevocably assigns and transfers any such property rights to Lemon-Aid, and will execute whatever documents reasonably required to effectuate same. If the Submissions result in a work to which the provisions of 17 U.S.C. §106A apply, Donor hereby waives and appoints Lemon-Aid to assert on Donor’s behalf Donor’s moral rights or any equivalent rights regarding the form or extent of any alteration of the Submissions (including without limitation, removal or destruction) or making of any derivative works based on the Submissions, including, without limitation, photographs, drawings, or other visual reproductions of the Submissions, in any medium, for Lemon-Aid’s purposes. Donor agrees to execute all papers and to perform such other proper acts as Lemon-Aid may deem necessary to secure for Lemon-Aid or its designee the rights herein assigned. At Lemon-Aid’s sole and absolute discretion, Lemon-Aid may make any changes in, deletions from, or additions to the Submissions by Donor. Lemon-Aid is not under any obligation to use Donor’s Submissions or derivative materials. Donor understands and agrees that Lemon-Aid is, and will remain, the sole owner of any and all intellectual property rights with respect to the Submissions, including but not limited to, copyright, trademark rights, the right to use, the right to sell, the right to license, or otherwise make changes to the Submissions.

4. **WARRANTIES:** Donor hereby represents and warrants the Submissions constitute an original work of Donor; no element of the Submissions will infringe on the intellectual property rights of any third party; no element of the Submissions will be subject to any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances; Donor will not grant any rights or interest whatsoever in the work resulting from the Submissions to third parties; and Donor agrees to inform Lemon-Aid of any of Donor’s interests that Donor has reason to believe may be in conflict or incompatible with the interests of Lemon-Aid or of the project and/or use for which the Submissions are used.

