

CO-PUBLISHING AND ADMINISTRATION AGREEMENT

THIS AGREEMENT is made as of this 28th day of January 2011 by and between John Henry Doe and his publishing designee, John Doe's Music and Mary Quite Contrary and her publishing designee, Mary's Garden Music (hereinafter referred to as "Publisher"), and Transition Music Corporation on behalf of its publishing designees ("Administrator"), located at: PO Box 2586, Toluca Lake, CA 91610.

WITNESSETH:

WHEREAS, it is the intention of Administrator and Publisher that they shall jointly own the musical compositions listed on schedule A attached hereto and by this reference made a part hereof written, owned or controlled, in whole or in part by Publisher (hereinafter individually and collectively referred to as the "Composition" or Compositions"), so that the entire worldwide right, title and interest, including the copyrights, the right to copyrights and the renewal rights in and to the Compositions, shall be owned by Administrator and Publisher in the percentage shares set forth below:

Percentages of Ownership:

75%

Administrator

25%

Publisher

WHEREAS, it is the intention of administrator and Publisher that Administrator shall administer the Compositions in accordance with the terms and conditions specified herein.

NOW, THEREFORE, in exchange for the mutual covenants hereof, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, it is agreed as follows:

1. Joint Ownership:

Administrator and Publisher shall jointly own the Compositions, in the shares of ownership hereinabove specified, including all of the worldwide right, title and interest, including the copyrights, the right to copyright and renewal rights therein and thereto.

2. Copyright:

Administrator shall register the Composition for copyright in the names of Administrator and Publisher in the Office of the Register of Copyrights of the United States of America. Upon Administrator's request, Publisher shall execute and deliver to Administrator, an assignment of such percentage interest therein, in form acceptable to Administrator, as will create the division of ownership referred to in Paragraph 1 hereof. Publisher does hereby irrevocable constitute, authorize and empower Administrator, Publisher's true and lawful attorney (with full power of substitution and delegation), in Publisher's name, to take and do such action, and to make, execute, acknowledge and deliver such instruments or documents (including, without limitation, a transfer of copyright form) which Administrator may deem desirable or necessary to vest in Administrator any of the rights or interests granted by Publisher hereunder, including, but not limited to, such instruments or documents required to secure to Administrator its share in the copyrights in and to the Compositions and any renewals and extensions of copyrights therein throughout the world for Administrator's use and benefit and that of its successors, assigns and licensees.

3. Rights of Administrator:

Administrator shall have the sole, exclusive and worldwide right to administer and exploit the Compositions, to print, publish, sell use and license the use of the Compositions, to execute in its own name any and all licenses and agreements whatsoever affecting or respecting the Compositions including, but not limited to licenses for mechanical reproduction, public performance, synchronization uses and sub-publication, and to assign or license such rights to others, or to refrain therefrom. This statement of exclusive rights is only in clarification and amplification of the rights of Administrator hereunder and not in limitation thereof.

4. Identification Rights Granted Administrator:

Administrator shall have the right to use the name, likeness, pictures and biographical material concerning any composer who has written and or co-written the Compositions, for advertising and purposes of trade in connection with the exploitation of any such Composition.

5. Administrator shall be entitled to receive and collect and shall receive and collect all gross receipts earned and derived from the Compositions during the term hereof, regardless of when such gross receipts are paid. "Gross Receipts" is defined as any and all revenue, income and sums derived and actually received by Administrator (After deduction of any collection or other fees charged by the Harry Fox Agency, Inc., or any other such collection agent which may be used by Administrator) from the exploitation of the Compositions, including, without limitation mechanical royalties, synchronization fees, printing income and the publisher's share of public performance fees collectible by Broadcast Music, Inc., the American Society of Composers, Authors and Publisher, or any other performing rights society to which Administrator or Publisher belongs or shall belong.

6. Payment of Receipts:

Administrator shall pay to Publisher that percent of the gross receipts equal to Publisher's ownership interest as set forth on page 1, and any composer/songwriter royalties which are actually received by Administrator after deduction of the following:

(a) An administration fee to be retained by Administrator of fifteen-percent (15%) of the gross receipts received by Administrator from the Compositions

(b) Administrative and exploitation fees and expenses of Administrator with respect to the Compositions including, without limitation, registration fees, advertising and promotion expenses directly related to the Compositions, the cost of transcribing for lead sheets, and the costs of producing demonstration records, including any participation's to third parties.

(c) Attorneys' fees, if any actually paid by Administrator for any agreements (other than the within agreement) affecting the Compositions; and

(d) The costs of printing, engraving, arranging and editing printed editions of the Compositions, provided that Administrator actually incurs such costs.

(e) Synchronization Fees: Administrator shall pay to publisher that sum equal to fifty-percent (50%) of any and all license fees earned and/or collected by Administrator in connection with the licensing of the composition defined herein. Publisher shall be responsible for payments that are due any 3rd parties to this agreement in connection with such license fee (including but not limited to writer(s), performers or any other party to whom the publisher has entered into an agreement) from its fifty-percent (50%) share of license fee's collected by and paid to publisher by Administrator.

7. Right of First Refusal:

Publisher shall not sell, encumber, transfer, assign or otherwise dispose of any interest in including any copyright of the Compositions hereunder without first offering to Administrator the right to buy or acquire such interest in the Compositions at the same bona fide price and pursuant to the same bona fide terms as may be offered to Publisher by any responsible, and unrelated third party, which terms may, however only provide for one payment of cash in lump sum or installments. Publisher agrees to give Administrator hereto written notice (hereinafter referred to as "Sale Notice") of any such bona fide and acceptable offer as described above (which Sale Notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer), and Administrator shall have thirty (30) days after receipt of said Sale Notice in which to notify Publisher whether or not it desires to acquire such interest in such Composition at the price and pursuant to the terms set forth in said Sale Notice. In the event Administrator fails to give the other written notice (hereinafter referred to as "Purchase Notice") within the same thirty (30) day period that it is exercising its option to buy or acquire such interest in such Composition, Publisher shall have the right to accept the bona fide offer by the prospective purchaser, but only as set forth in the aforesaid Sale Notice sent by the party desiring to sell; provided, however, that if Publisher does not

accept such bona fide offer from such prospective purchaser within sixty (60) days after expiration of said thirty (30) day period, the procedure set forth in this paragraph shall again be followed by Publisher before Publisher may dispose of such interest in such Composition.

8. Small Performing Rights:

Small performing rights in the Compositions to the extent permitted by law, shall be assigned to and licensed by the public performance society to which Administrator belongs or shall belong. Said society shall be and hereby is authorized to collect and receive all monies earned from public performance of the Compositions and to pay directly to Administrator the amount allocated by said society as the publisher's share of performance fees.

9. Mechanical Royalties:

Mechanical royalties for the Compositions for the United States and Canada shall be collectible by Administrator, The Harry Fox Agency, Inc. or any other collection agent that may be designated by Administrator, if any.

10. Term:

The rights of the parties hereto in and to the Compositions shall extend for the terms of the copyrights of the Compositions and of any derivative copyrights therein in the United States of America and throughout the rest of the universe and for the terms of any renewals or extensions thereof.

11. Accountings; reserves:

Administrator will compute and send the total composite monies payable to Publisher/ Writer pursuant to any other agreement between Administrator and Publisher and/or Administrator's affiliates (whether now in existence or entered into at any time subsequent hereto) no later than May 15th for the quarterly period ending the preceding March 31st, and no later than August 15th for the quarterly period ending the preceding June 30th, no later than November 15th for the quarterly period ending the preceding September 30th, and no later than February 15th for the quarterly period ending the preceding December 31st and will submit to Publisher/Writer the statement for each such period together with the net amount of such monies, if any, which shall be payable after deducting any and all advances not recouped and chargeable costs under the Agreement or any other agreement between Administrator and/or Administrator's affiliates.

In the event that the payments due publisher are less than Twenty-five Dollars, no statement will be required to be submitted to Publisher/Writer. However, Administrator shall not have the right to retain royalties for aggregate sums more than Twenty-five dollars for up to two (2) consecutive statement periods.

In the event that the publisher/writer receives no statements for three consecutive periods, the presumption that no royalties are due, shall be binding upon Publisher/Writer.

12. Actions:

Administrator shall have the sole right but not the obligation to prosecute, defend, settle and compromise all suits and actions respecting the Compositions, and generally to do and perform all things necessary concerning the same and the copyrights therein and to prevent and restrain the infringement of copyrights or other rights with respect to the Compositions. In the event of the recovery by Administrator of any monies as a result of a judgment or settlement, such monies shall be considered gross receipts hereunder after first deducting the expenses of obtaining said monies, including counsel fees. Publisher shall reimburse Administrator upon demand for any judgment against Administrator and any settlements by Administrator of claims against it respecting the Compositions, together with costs and expenses, including counsel fees that are subject to the indemnity provisions of paragraph 14 hereinbelow.

13. Assignment:

Subject to paragraph 7, Publisher may not sell, assign or otherwise transfer rights in and to the Compositions and/or any of its rights or obligations hereunder.

14. Indemnity:

Publisher does hereby indemnify, save and hold Administrator, its assigns, licensees and its directors, officers, shareholders, agents and employees harmless from any and all liability, claims, demands, loss and damage (including counsel fees and court costs) arising out of or connected with or resulting from any breach of any of the warranties, representations or agreements made by Publisher in this agreement, or from any claim, inconsistent with any such warranties, representations or agreements. Publisher shall pay to Administrator on demand any and all money to which the foregoing indemnity relates. Administrator shall give Publisher prompt written notice of any claim or action covered by said indemnity, and Administrator shall have the right to withhold payment of any and all monies hereunder in an amount reasonable related to such claim or action, including reasonable attorney's fees.

15. Sub-Publishing or Collection Agreement:

Administrator may enter into sub-publishing or collection agreement with, and license or assign this agreement and any of its rights hereunder and delegate any of its obligations hereunder to, any persons, firms or corporations for any one or more countries of the world. In the event Administrator is or shall be a party to any sub-publishing, collection or administration agreement for any country of the world with a subsidiary or affiliate, such agreement shall be deemed to be an agreement with an unrelated third party.

16. Warranties:

(a) Publisher hereby warrants and represents that it has the right to enter into this Agreement and to grant to Administrator all of the rights granted herein, and that the exercise by administrator of any and all of the rights granted to Administrator in this Agreement will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy; and that the rights granted herein are free and clear of any claims, demands, liens or encumbrances.

(b) Publisher hereby warrants, represents, covenants and agrees that the Compositions were written pursuant to exclusive, valid and binding songwriter's contracts with any composers who have written or co-written the Compositions hereunder.

(c) Publisher hereby warrants, represents, covenants and agrees that it shall not breach said songwriter's contracts or permits any breach thereof.

(d) Publisher hereby warrants, represents, covenants and agrees that with respect to any composer who has written the Composition hereunder, Administrator shall have the right to use the name, likeness and pictures of, and biographical material concerning such composer for advertising and purposes of trade in connection with the exploitation of the Composition.

(e) Publisher hereby warrants that is a composer and publisher member of the following performing rights society: BMI

If you are not currently affiliated with a performing rights society (ASCAP/BMI/SESAC) you agree to affiliate, as a writer and or publisher, within 30 days from the date TMC notifies you that a use has been secured. If you do not affiliate within 30 days, TMC's publishing designee(s) shall have the right to assign your composition to one of the performing rights societies listed above and collect 100% of your publishing share. Your share of the publishing, if any, will be collected by TMC and will be paid to you on a semi-annual basis as defined in this agreement.

17. Third Parties:

This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted to such third party by the terms hereof; provided, however, it is understood that Administrator may engage an administrator for the Compositions, and that any administrator so engaged shall, to the extent permitted by Administrator, be entitled to exercise and/or perform any and all rights and/or duties granted or delegated to Administrator hereunder.

18. Equal Benefits:

Each party hereto shall give the others the equal benefits of any warranties or representations, which it obtained or shall obtain under any agreements, including songwriter's contracts, affecting the Compositions.

19. Addresses:

The respective addresses of Administrator and Publisher for all purposes of this Agreement shall be as set forth below until written notice of a new address shall be duly given:

ADMINISTRATOR

Transition Music Corp.
O/B/O Pushy Publishing (ASCAP)
Creative Entertainment Music (BMI)
One Stop Shop Music (SESAC)
PO Box 2586
Toluca Lake, CA 91610

PUBLISHER(S)

John Doe's Music
c/o John H. Doe
1234 Main St.
Anywhere, US 12345

Mary's Garden Music
c/o Mary Q. Contrary
4321 Growers Lane
Anywhere, US 12346

All notices shall be in writing and shall either be delivered by hand (to and officer if the party to be served is a corporation) or by registered or certified mail (return receipt requested), postage prepaid, or by telegraph, all charges prepaid. The date of making personal service or of mailing or of deposit in a telegraph office, whichever shall be first, shall be deemed the date of service, except for notices of change of address, which shall be effective upon receipt.

20. Legal fees:

In the event of a dispute, the prevailing party shall be entitled to be promptly reimbursed for all reasonable attorney fees.

21. Entire Understanding; Modifications; Controlling Law; Validity; Captions; Further Documents; Breach, Third parties; Gender/Number.

This Agreement sets forth the entire understanding between the parties and cannot be changed, modified or canceled except by an instrument signed by the party sought to be bound. This Agreement shall be governed by and construed under the laws of the State of California applicable to agreements wholly performed therein. The invalidity or non-enforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof. The captions in this Agreement are for convenience only and are not to be deemed as part of the agreement or relied upon in the construction or interpretation thereof. The parties hereto shall execute any further documents including, without limitation, assignments of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this Agreement.

Administrator shall not be deemed to be in breach of any of its obligations hereunder unless and until Publisher shall have given it specific written notice by certified or registered mail, return receipt requested, of the nature of such breach and Administrator shall have failed to cure such breach within thirty (30) days after its receipt of such written notice. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless said right or Administrator specifically grants remedy in writing to such third party. When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as above set forth.

TRANSITION MUSIC CORPORATION ("Administrator")

By: _____

John Doe's Music
("Publisher")

Mary's Garden Music
("Publisher")

By: _____
John H. Doe

By: _____
Mary Q. Contrary

SCHEDULE "A"

AUTHORS: John H. Doe and Mary Q. Contrary

TITLE(S): Nursery Rhymes

<u>WRITER(S)</u>	<u>SHARE:</u>	<u>AFFILIATION</u>
John H. Doe	50.0%	BMI
Mary Q. Contrary	50.0%	BMI

<u>PUBLISHER</u>	<u>SHARE:</u>	<u>AFFILIATION</u>
John Doe's Music	12.5%	BMI
Mary's Garden Music	12.5%	BMI
Creative Entertainment Music	75.0%	BMI

CREATIVE ENTERTAINMENT MUSIC COLLECTS IN FULL 100% ON BEHALF OF ITSELF (75 %)
AND JOHN DOE'S MUSIC (12.5%) AND MARY'S GARDEN MUSIC (12.5%)

TMC SAMPLE AGREEMENT

Exhibit "B"

TRANSFER OF COPYRIGHT

For and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by all parties, the undersigned hereby irrevocable transfers and assigns to Transition Music Corporation, and its publishing designees Pushy Publishing, Creative Entertainment Music or One Stop Shop Music or its successors and assigns forever all of its share of the entire worldwide copyright and any and all other rights, including any renewals and extensions of copyright and any and all other rights in and to the musical composition (s) and master recording now entitled:

TITLE(S): Nursery Rhymes

WORDS/MUSIC BY: John H. Doe

WORDS BY: Mary Q. Contrary

(hereinafter referred to as the "Composition(s)") including the title, music and lyrics thereof and all arrangements thereof and the right to arrange, adapt, and create derivative works from the Composition(s)/Recording(s), together with all copyrights and any and all other rights therein and thereto throughout the world, all under any law, statute, treaty or regulation heretofore, now or hereafter existing, enacted or promulgated together with all claims, demands and causes of action heretofore, now or hereafter existing for the use of the Composition(s)/Recording(s) or infringement of the copyright (s) therein or any other legal or equitable right to the use and ownership thereof in any and all fields of use now or hereafter existing throughout the world and otherwise throughout the universe by any means or technology now known or hereafter existing.

IN WITNESS WHEREOF, the undersigned has caused this transfer of copyright(s) to be executed this January 28th, 2011.

TRANSITION MUSIC CORPORATION
on behalf of its Publishing Designee's:
Pushy Publishing/Creative Entertainment Music
One Stop Shop Music

John H. Doe (Writer/Publisher, Master Owner)

SS or Tax I.D.#: 123-45-6789

Date of Birth: 1/1/1970

Home Phone #: (111) 123-4567

Mobile Phone #: _____

CAE/IPI No.: 123456790

E-mail: john@abcglobal.net

Mary Q. Contrary (Writer/Publisher, Master Owner)

SS or Tax I.D.#: 987-65-4321

Date of Birth: 2/15/1973

Home Phone #: (110) 321-7654

Mobile Phone #: _____

CAE/IPI No.: 987654321

E-mail: maryq@123inter.net

MASTER RECORDING RELEASE

The following is our understanding regarding the master recording (s) titled:

Nursery Rhymes

You have delivered the above named music cues, songs or underscore to Transition Music Corporation (TMC) for the purpose of TMC securing licensing opportunities for the master recording(s) and underlying musical compositions. In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, you hereby assign TMC all right, title and interest in and to the above named master recording(s) as delivered to TMC, in perpetuity. Therefore, TMC shall have the right to issue Master Use License Agreements, without obtaining your future consent for the titles listed above.

You represent that you are the sole owner of the above named master recording(s) and you have the right to assign the above-mentioned rights to Transition Music. You represent that there are no liens or encumbrances in connection with said master.

You represent that you have obtained all necessary vocal performance clearance(s) and or any other performance clearances regarding the Master Recording of the Composition, and that you take full legal and financial responsibility for any and all claims against those rights, now or in the future and you indemnify TMC from any 3rd party claims.

This agreement shall be governed by and construed in accordance with the Laws of the State of California, irrespective of the conflict of law rules. Furthermore, because all parties agree that the Los Angeles Superior Courts are the exclusive forums for resolving any disputes arising out of this agreement, the parties submit themselves to the personal jurisdiction of the Los Angeles Superior Courts. Any disputes shall be heard in Los Angeles County.

In the event of a dispute the prevailing party shall be promptly reimbursed for all reasonable attorney fees.

Agreed and Accepted _____
John H. Doe

Agreed and Accepted _____
Mary Q. Contrary

End doc.