

Library Agreement

**TRANSITION MUSIC CORPORATION
Creative Entertainment Music (BMI),
One Stop Shop Music (SESAC), Pushy Publishing (ASCAP)
PO Box 2586, Toluca Lake, CA 91610
Telephone (323) 860-7074/ Fax (323) 860-7986**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged:

By Jack Benjamin Nimble, writer/owner of the musical composition(s)/master recording(s) of (See Attached Exhibit) on January 28, 2011.

HEREBY ASSIGNS to TRANSITION MUSIC CORPORATION (TMC) (and/or its publishing designees) located at PO Box 2586, Toluca Lake, CA 91610 the whole and entire copyright (recording and composition) and any renewals and extensions thereof together with the sole right of representation, performance and reproduction by all means whatsoever including, but not limited to, the manufacture and distribution of copies thereof (with or without visual images) intended for public and private use for all countries, present and future, including all vested, contingent and future rights of the copyright and in and to the musical compositions per Exhibit "A" attached (hereafter collectively called the "WORK").

Without limiting the generality of the foregoing assignment, writer(s) Jack B. Nimble and his publishing designee(s) (hereinafter, jointly and severally the "ASSIGNOR") hereby waives all moral rights in the "Work".

The Assignor warrants that to the best of the Assignors knowledge the "Work" is original and in no way infringes copyright and will hold TMC harmless from any damages resulting from breach of such warranty including reasonable legal costs and that she/he is in a position to grant the rights contained in this agreement. This Agreement shall be governed by and construed under the laws of the State of California applicable to agreements wholly performed therein.

1) "Assignor" will be entitled to receive and collect the entire so-called "Writer's share of public performance income" and we will be entitled to the "Publisher's share of public performance income" payable in each case, by ASCAP/BMI/SESAC or any other applicable performing rights society. In any filing accomplished by either party with any performing rights society, "Assignor" will be listed as the entire owner of the writer's share of any performance royalties and TMC's publishing designee(s) will be listed as the entire owner of publisher's share of any performance royalties.

If you are not currently affiliated with a performing rights society (ASCAP/BMI/SESAC or OTHER) you agree to affiliate, as a writer 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 a performing rights society listed above.

2) After deduction of any fees from copyright, any collection or other fees charged by the Harry Fox Agency, Inc., or any other such collection agent which may be used by TMC (i.e.: sub-publishers), TMC shall pay to the Assignor twenty-five percent (25%) of all fees (excluding performance royalties) received or credited from the exploitation of the "Work" on a fee per use or other basis, including individual needle drops or track fees, synchronization fees and mechanical fees and fees from all media including other media whether known now or hereafter.

3) In the event of sheet music publication, TMC shall pay, to Assignor a royalty of 25% of the income actually received for the sale of the sheet music of the "Work". All professional and complimentary copies and band parts shall be free of royalty unless TMC receives payment heretofore.

4) It is understood that should lyrics be added to the "Work" then the royalties and fees specified in clauses 2 and 3 above shall be divided between the Assignor and the author of such lyrics on terms to be mutually agreed among Assignor, such Author and TMC.

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5) TMC shall be at liberty to destroy surplus stock whenever necessary.

6) TMC shall be entitled to make all such arrangements, adaptations or translations of the said "Work" as they may consider desirable and to do every other act and thing in respect of the said "Work" to make the same suitable in their opinion for publication in whole or in part, and to publish the said "Work" at such time and in such manner and to such extent as in their sole discretion they may decide.

7) Royalties and fees due from TMC to the Assignor shall be payable by TMC half-yearly and be accompanied by a statement setting out the sums due and shall be paid as soon as TMC can reasonably prepare such statement in respect of the preceding half-yearly ending respectively upon January 1st and July 1st, but not later than 60 days after each such date.

8) It is agreed that there are no other terms or conditions either expressed or implied relating to the publication of the said "Work" by TMC other than the terms contained herein and expressly set out, and that the assignor has not executed this agreement in reliance on any representation other than as contained herein and expressly set out.

THE ASSIGNOR WARRANTS THAT HE HAS CAREFULLY READ THE FOREGOING BEFORE APPENDING HIS OR HER SIGNATURE.

THIS AGREEMENT IS BINDING UPON THE REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE PARTIES HERETO.

Transition Music Corporation

Assignor:

on behalf of Creative Entertainment
Music (BMI), Pushy Publishing (ASCAP)
One Stop Shop Music (SESAC)

Name: Jack B. Nimble (Writer)

Affiliation: BMI
CAE/IPI No.: 123.45.67.89

TMC SAMPLE AGREEMENT

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Exhibit "A"

Title(s)

1. Pail of Water

TMC SAMPLE AGREEMENT

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Exhibit "B"

TRANSFER OF COPYRIGHT

For and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby irrevocably transfers and assigns to TRANSITION MUSIC CORPORATION, and its publishing designees Creative Entertainment Music/Pushy Publishing/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) now entitled:

TITLE(S): SEE EXHIBIT "A"

MUSIC BY: Jack B. Nimble

(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), 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) or infringement of the copyright(s) therein or any legal or equitable right to the use and ownership thereof in any 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 **28th** day of **January** 20**11**.

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

Name: Jack B. Nimble (Writer)

Home Phone #: 617-555-1212

Mobile Phone #: 617-555-1002

Date of Birth: 5 15 1979

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

E-mail: jack@jacksfairytale@yahoo.com

Address: 1313 Mockingbird Lane
Sleepy Hollow, VT 01972

Date of Creation: 9 15 2010

Copyright Number (if applicable): SRu -123-456

End doc.