

## ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("**Assignor**"), whose street address is set forth below, hereby irrevocably, unconditionally and exclusively sells, grants, transfers and assigns to Sony Pictures Entertainment Inc. ("**Assignee**"), throughout the universe, in perpetuity, all right, title and interest including, without limitation, all rights of copyright and renewals thereof, in and to the Artwork (defined below) for Assignee's sole, unrestricted and exclusive use, disposition, and benefit (the "**Assignment**"). Without limiting the foregoing, Assignee shall have the sole and exclusive right, in perpetuity and throughout the world, to edit, adapt and exploit the Artwork in any and all media now known or hereafter invented or to refrain from such exploitation in Assignee's sole and absolute discretion by any media and means now known or hereafter devised as may be conferred upon Assignor under applicable laws, regulations or directives, including without limitation, any so-called rental and lending rights pursuant to any European Economic Community ("**EEC**") directives and/or enabling or implementing legislation, laws or regulations enacted by the member nations of the EEC. Without limiting any other provision thereof, Assignee acknowledges that nothing herein shall be deemed to prohibit Assignee from retaining third parties to provide any additional Artworks on such terms as Assignee may elect from time to time and without obligation to Assignor whatsoever. Assignor expressly and irrevocably hereby waives "Droit Morale" or 'Moral Rights of Authors' or any equivalent rights now existing or hereafter arising throughout the world, to the extent not expressly prohibited by statute which Assignor may now or later have in the Artwork. It is agreed that the consideration for the Artwork is included in my participation in the Contest. "**Artwork**" shall mean that certain artwork that was selected as the 'winning' artwork submitted by Assignor via the Talenhouse contest ("**Contest**") as set forth in Exhibit A attached hereto and made a part hereof in promotion of the motion picture titled "*Resident Evil: Welcome to Raccoon City*" ("**Picture**"). The Artwork shall be provided to Assignee in a file format as requested by Assignee and for exclusive use by Assignee in its sole discretion delivered no later than July 23rd, 2021.

Assignor hereby represents and warrants that: (i) Licensor is at least eighteen (18) years of age (or the applicable age of majority in the state or country of my primary residence); (ii) Assignor has the full power, right and authority to enter into this Assignment and to grant the rights hereunder; (iii) Assignor is not under any contractual or other obligation (including but not limited to talent agency agreements, distribution agreements, merchandising agreements, and guild and/or union memberships) that would prohibit Assignor from allowing Assignee to use the Artwork or which diminishes, impairs or otherwise derogates from the full enjoyment by Assignee of all of Assignee's rights in and to the Artwork; (iv) Assignor has complied with, and will continue to comply with, all of the applicable rules and regulations, including those related to the Contest, and that Assignor has not perpetuated any fraud or deception with regards to the Artwork; and, (v) Assignor's Artwork was created by Assignor, is original, except to the extent that it is based upon material assigned to Assignor by Assignee or created by Assignee to be used as the basis therefor, and does not violate the intellectual property or right of publicity of any third party. Assignor agrees not to publicly display or exploit the Artwork if requested by Assignor at any time.

In the event that this Assignment (or any parts thereof) or any of the other results and proceeds are deemed to be invalid or null and void, Assignor hereby irrevocably licenses to Assignee all right, title and interest in and to the Artwork (and/or any component parts thereof), and/or in and to the other results and proceeds, including all copyrights therein and thereto and all renewals, extensions, and restorations thereof, and all rights to exploit the same throughout the universe, in perpetuity (but in any event for not less than the period of copyright and any renewals, extensions, and restorations thereof), in any and all media, and by any and all means, manner, content delivery mechanisms or technology, whether now known or hereafter devised. If necessary, Assignor agrees to execute any documents and do any other acts as may be reasonably required by Assignee or its assignees or licensees to further evidence or effectuate Assignee's rights as set forth in this Assignment. Upon my failure promptly to do so within five (5) business days following Assignee's request and delivery to me of the applicable documents or within five (5) business days following Assignee's request for such other acts, I hereby appoint Assignee as my attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

Recognizing the Assignee's reliance upon the terms and conditions of this Assignment, Assignor hereby irrevocably releases, discharges, and agrees to indemnify and hold harmless each of the Assignee and its officers, directors, employees, agents, representatives, licensees and other authorized designees (collectively, the "**Releasees**") from any and all actions, damages, costs, liabilities, claims, losses and expenses (including reasonable outside attorney's fees and expenses) arising out of, resulting from, or in connection with Assignee's use of the Artwork and any breach of Assignor's representations, warranties, obligations and agreements hereunder. By execution of this release, Assignor agrees not to sue a Releasee and agrees that Assignor is releasing any right to make a claim or file a lawsuit against any Releasee. Assignor hereby agrees that as between Assignor and the Assignee, any materials produced by the Assignee pursuant to this Assignment or via the Contest, and all intellectual property rights embodied therein, shall be owned solely and exclusively by the Assignee.

Nothing herein will constitute any obligation on Assignee to make any use of any of the rights granted by Assignor hereunder. This Assignment shall be binding upon, and shall inure to the benefit of, my heirs, executors, administrators, successors and assigns. This Assignment and the rights granted hereby may be freely assigned (in full or part) by the Assignee but may not be assigned by Assignor without Assignee's written consent (at its sole discretion). Assignor hereby certifies and represents that Assignor has read the foregoing, fully understands the meaning and effect thereof and is signing this voluntarily. Assignor understands that by signing this Assignment, Assignor has given up substantial rights. This Assignment is a legally binding agreement which is intended to be as broad and inclusive as permitted by law, and shall be governed by the laws of the country of my permanent residence applicable to agreements executed and to be

fully performed therein (without regard to the conflict of laws provisions thereof), and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. In the event my permanent residence is the United States, I agree that this Assignment

shall be governed solely in the State of California, County of Los Angeles. Any controversy or dispute between the parties shall be settled by binding arbitration in accordance with the rules of Judicial Arbitration and Mediation Services in the country of my permanent residence, and in the case of the United States, in Los Angeles, CA. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The terms and conditions herein shall not be changed, amended or modified unless in writing signed by an authorized signatory of both parties hereto. Assignor further acknowledges that in the event of any breach by Assignee of its obligations hereunder, whether or not material, the damages, if any, will not be irreparable or sufficient to entitle Assignor to injunctive or other equitable relief, and that Assignor's rights and remedies shall be limited solely to the right, if any, to obtain damages, if any. Assignor understands that Assignee is expending monies in reliance on this Assignment and that this Assignment is irrevocable, and Assignor shall not have any right under any circumstances to terminate or rescind this Assignment or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of any of the Picture and/or any of Assignee's rights pursuant to this Assignment. Assignor agrees that if any portion of this Assignment is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement along with all Exhibits represents the entire understanding of the parties. Neither party will disclose the confidential information without the other party's prior written consent. Nothing in this Agreement will be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Any modification or change to the terms stated herein must be in writing and signed by the parties. For the purpose of clarity, the rules and terms and conditions of the Contest shall govern the Contest, but shall not supersede the rights and obligations as stated in this Agreement. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Assignor acknowledges that Assignor has read this Assignment prior to signing it and that Assignor understands its contents. Assignor further acknowledges that, by participating in the Contest, Assignor is voluntarily waiving important legal rights, including his or her right to sue.