

SUBMISSION AGREEMENT

Date: _____

To: Adult Swim
1065 Williams Street
Atlanta, Georgia 30309
Attn: Jeffrey Olsen, Creative Director
Phone: _____
Fax: (404) 575-6802

Ladies and Gentlemen:

I am submitting to you herewith certain materials described as follows:

GAME/PROPERTY TITLE

In consideration of your examining said material, I hereby represent, warrant, acknowledge and agree as follows:

1. I am either the author or owner of all rights to said material, or the duly authorized agent of the lawful owner of said material; and that I have full power and authority to submit said material to you on the terms and conditions hereof, each and all of which shall be binding not only on me but on any and all persons for whom I am acting. This Agreement shall inure to your benefit and to the benefit of your parent, subsidiary and affiliated corporations and their, and each of their, officers, directors, employees and agents.
2. Said material has been, and is hereby, submitted with the understanding that you will not use the same or any part thereof unless either: (a) you shall hereafter enter into a written agreement with the lawful owner of the materials or rights involved for the acquisition of rights therein, it being understood that in no event shall any agreement be implied in act or in law; and that you shall not become obligated to pay anything to me or any other person, firm or corporation in the absence of such written agreement executed by you; or (b) you shall determine in good faith that you have the right to use all or any part of the materials without obtaining clearance, either because the material so used is not new or novel, or is in public domain, or otherwise not legally protected or protectible, or was not fixed in a tangible medium of expression, or was obtained by you from other sources, including your own employees, or for any other reason, it not being made in confidence.
3. Should you proceed under 2(b) above, and should I dispute your right so to do, I undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish your liability, and agree that my submission of said materials shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom such material is delivered by me, had access to the material or examined the same.
4. Should I bring any action against you for misappropriation or infringement of said material or any part thereof, such action should be limited to an action at law for damages, which shall in no event, under any theory, exceed the fair market value of the material on the date hereof, and I specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Code, 1976, and agree that I shall in no event seek or be entitled to an injunction or any other relief. Should I be unsuccessful in any such action, I assume and agree to pay, upon demand, all costs and expenses entailed in defending or contesting such action, including all court costs, costs of discovery and depositions, attorneys' fees, and all the fees or charges of any experts engaged by you to ascertain originality, public-domain status, or any other facts or factors

deemed necessary or advisable by you in the defense of such action. As a condition of precedent to any such action, I will give you written notice of my contention that you have no right to proceed under 2(b) above, stating the particulars in complete detail; and any such action shall be, and is hereby, waived and barred unless filed within 6 months after your first public release or use of the material, or thirty days after you notify me in writing that you deny liability to me, whichever is earlier. I agree that regardless of the place of execution hereof, this submission agreement and any and all issues or controversies arising herefrom or related hereto, shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. I agree that the state and federal courts sitting in Atlanta, Georgia shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising herefrom or related hereto. I hereby consent to personal jurisdiction in and service of process by certified mail.

5. You may, but shall not be obligated to, return my material to me, and shall not be liable in any way if it is lost, misplaced, stolen or destroyed.

6. I acknowledge that you must disclose the materials to your various employees, and possibly even to those outside of your employ, to determine the material's value to you. Accordingly, I acknowledge that no confidential relationship is entered into by reason of my submission to you or by reason of any oral discussions that you and I at any time may have with respect to the idea.

7. I understand that you shall give my submission such consideration as it merits in your sole judgment. I agree that you assume no obligation to evaluate the submission. Moreover I agree that you are under no obligation to reveal to me either your actions in connection with the submitted idea or any information regarding your activities in either the general or specific field to which the submitted idea pertains.

8. I agree that any consideration of the material and/or submitted idea or negotiations to purchase the same shall in no way prejudice you. I further agree that you do not waive your right to contest the validity of any copyright, trademark, patent or other intellectual property rights I may claim I have in the material and/or submitted idea. Consideration of the submitted idea is not an admission by you of the novelty, propriety or originality of the material and/or idea. I acknowledge that you may presently have under consideration, in pre-development, in development and/or in production ideas, material and/or programs that are similar to my submission and that you may receive or be pitched in the future ideas, material and/or programs that are similar to my submission. I agree that I shall have no right to proceed against you or dispute your right to consider, develop and/or produce such ideas, material and/or programs.

9. No modification or waiver of the foregoing conditions is valid unless such modification or waiver is in writing and is signed by me and an officer of Cartoon Network.

Very truly yours,

Signature

Print Name

Address and Telephone

Date

Agreed to:
THE CARTOON NETWORK LP, LLLP
By: _____
Its: _____
Date: _____