

## Intellectual Property Release Agreement

This Intellectual Property Release Agreement (hereinafter "Release"), effective as of the date set forth below, is made by and between the following parties:

\_\_\_\_\_ (hereinafter "Creator"), having an address at \_\_\_\_\_ and TJBC, INC., dba 4204 Main Street Brewing Company (hereinafter "New Rights Holder"), having an address at 6435 W Main Street, Belleville, IL 62223

### **RECITALS:**

*WHEREAS*, Creator owns all right, title and interest in and to a certain work of intellectual property (hereinafter "Work"), defined specifically as the following:

**Can concept art design entered by Creator into the contest for the design of the upcoming Radler product to be manufactured by New Rights Holder. New Rights Holder shall have all rights, including the right to manipulate and/or edit said concept design once submitted by Creator to New Rights Holder as an entry in the aforementioned contest.**

*WHEREAS*, New Rights Holder wishes to acquire such right, title and interest in and to said Work;

*WHEREAS*, Creator is willing to relinquish absolute right, title and interest in and to said Work.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows :

### **Article 1 - RELEASE:**

Creator hereby releases, and New Rights Holder does accept, the absolute and unconditional right to reproduce, prepare derivate works, distribute, perform, and/or display the Work, as applicable. Creator does not hold any remaining rights in and to the Work, and the unconditional ability to use and exploit the Work belongs exclusively to New Rights Holder. New Rights Holder has the right to manipulate and/or edit the Work as necessary.

### **Article 2 - REPRESENTATIONS:**

Creator hereby represents and warrants that Creator is the exclusive holder of any all rights in and to the Work, and that no other individual or entity may claim any rights, title and/or interest in and to said Work. Creator additionally warrants that Creator has all necessary rights required to grant New Rights Holder unconditional and unlimited use and exploitation of the Work.

### **Article 3 - AGE OF CONSENT**

Creator hereby warrants that Creator is of full legal and age and has the right to contract in the state of Illinois and the United States of America.

**Article 4 - ASSIGNMENT:**

The rights and obligations under this agreement will inure to the benefit and be binding upon any of Creator's successors and assignees, as well as any of New Rights Holder's successors and assignees.

**Article 5 - JURISDICTION & GOVERNING LAW**

This Release shall be governed in all respects by the laws of the state of Illinois and any applicable federal laws. Both parties consent to jurisdiction under the state and federal courts within the state of Illinois.

**Article 6 - COUNTERPARTS:**

This Release may be executed in counterparts, all of which shall constitute a single agreement between the parties. If the dates set forth at the end of this document are different, this Release to be considered effective as of the date that both parties have signed the Release, which may be the later date.

**Article 7 - ADVICE OF COUNSEL**

Creator acknowledges that Creator had reasonable and sufficient opportunity to obtain independent legal advice regarding this Release. Creator covenants that Creator has either received such independent legal advice prior to executing this Agreement or that Creator has independently and willingly chosen not to obtain legal advice and is executing this Release without doing so.

**Article 8 - ENTIRE AGREEMENT**

This Release constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Creator

*Signature :* \_\_\_\_\_

\_\_\_\_\_  
*Date*

New Rights Holder \_\_\_\_\_

*Signature of TJBC, INC., dba 4204 Main Street Brewing Company*

\_\_\_\_\_  
*Date*