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This Deed of Assignment, made at Mumbai on this EIGHTEENTH day of

DECEMBER Two Thousand and NINE BETWEEN APPLAUSE ENTERTAINMENT

PVT. LTD.

Citizen of India / Company or Firm incorporated and

registered in India and having his/her/its address at 702, Shalimar Munga Park,
Oshiwara Link Road, Andheri (West), Mumbai - 400053

hereinafter referred to as "The Assignor" (which expression shall unless repugnant to the context include his/her heirs, executors and administrators and in case of a company or firm, its successors and assigns) of the ONE PART AND THE INDIAN PERFORMING RIGHT SOCIETY LIMITED, having its Corporate Office at 208, Golden Chambers, New Andheri Link Road, Andheri (W), Mumbai - 400 058, hereinafter referred to as "The Assignee" (which expression shall unless repugnant to the context, include its successors and assigns) of the OTHER PART

AND WHEREAS "The Assignee" is the Registered Copyright Society in India to do business in Musical Works and/or Words or action intended to be sung, spoken or performed with the Music and in thus actively engaged in promoting the cause and welfare of Authors, Composers, Publishers and Owners of Copyright in Musical Works and exercising and enforcing on behalf of its Members, all Rights and Remedies of the owners by virtue of the Copyright Act, 1957 in respect of their Performing Rights and Mechanical Rights.

AND WHEREAS "The Assignor" is desirous of joining the Membership of the Assignee Society and has for that purpose applied for and been accepted as a Member of the Assignee Society ;

AND WHEREAS "The Assignor" has in consideration of the services rendered and/or to be rendered hereinafter by the Assignee, agreed to assign wholly and absolutely the Copyright for the Public Performance and Mechanical Rights of his/her/its existing Musical Works, Arrangements, Compositions, Transcripts and Manuscripts whether published or unpublished including those recorded on the sound track of Cinematograph Films (as set out in the Schedule hereunder at present and notified to the Society later in future for existing and/or future Works and hereinafter referred to as "the said Works") in which Copyright subsists and also all future Works which "The Assignee" may hereinafter create or bring into existence by any means whatsoever to the Assignor wholly, and exclusively to the exclusion of all other persons (including himself or herself or itself).

WITNESSETH as follows :-

1. In this Deed unless the context otherwise admits, the following expressions, shall have the meaning assigned to them :
 - a. "Musical Work", "Literary Work" and other terms not expressly defined herein or in the Articles of Association of the Society, shall have the meanings assigned to them by the provisions of the Copyright Act, 1957 as amended from time to time.
 - b. The expression "Performance" shall mean and include, unless otherwise stated, any mode of visual or acoustic presentation, by any means whatsoever, whether by Live or Mechanical means, including any such presentation by means of broadcasting or the causing of a work to be transmitted to subscribers to a diffusion service, or by the exhibition of a Cinematograph film, or by the use of a record, or by any means of making the work available to the public, or by any other means whatsoever, or by way of singing, recitation, rendition, intonation, speaking and playing an instrument and such other references to "Perform" and "Performing" shall be construed accordingly.

- c. The expression "Performing Right" means and includes the Right of Performing the Work or Communicating the Work to the Public or in Public, broadcasting and causing to be transmitted to subscribers to a diffusion service in all parts of the world, by any means and in any manner whatsoever, including making the Work available to the Public of all Musical Works or parts thereof and such words and parts thereof (if any) as are associated therewith including (without prejudice to the generality of the expression "Musical Works), the vocal and instrumental music in Cinematograph films, the words and/or music of monologues having musical introduction, and/or accompaniment, and the musical accompaniment of non-musical plays, dramatico-musical works including operas, operettas, musical plays, revues or pantomimes and ballets, videos, plays, serials, documentaries, dramas, commentaries etc. accompanied by music and the right of authorising any of the said Acts.
- d. The expression "Mechanical Right" means and includes the right of making, Sound Recordings of all musical works or parts thereof and such words and parts thereof (if any), as are set out in the definition of "Performing Right" and "Recording" includes without limitation to the generality of the expression, the recording of sounds from which such sounds may be produced regardless of the medium on which such recording is made or the method by which the sounds are produced.

2. The Assignor hereby assigns to the Society for all parts of the world, All Performing Rights and Mechanical Rights in Musical Works and/or in the words or actions associated therewith, which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor's membership of the Society in Consideration of the Assignor being assured of his admission to the membership of the Assignee Society for his life time and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) and/or all such interests and Royalties in the Performing Rights or Mechanical Rights as so belong to or shall be so acquired by or become vested in the Assignor (all such premises hereby assigned or expressed or intended to be assigned or expressed are hereinafter collectively referred to as "the Rights Assigned") TO HOLD the same unto the "Assignee" for its exclusive benefit during the residue of the term for which the rights so assigned shall respectively subsist.
3. The "Assignee" doth hereby covenant with the "Assignor" that the Assignee Society will from time to time pay to the "Assignor" such sums of money out of the monies collected by the Assignee Society in respect of the exercise of the Performing Rights and Mechanical Rights in all its works of its members as the "Assignor" shall be entitled to receive in accordance with the rules of the Assignee Society for the time being. However, the Assignor and the Assignee respectively recognise the right of the respective Publisher to receive 50% and the right of the Composer to receive 30% and that of the Lyricist to receive 20% of the distributable royalties received by the Assignee Society, but only if such Composer or Lyricist or Publisher is a Member of the Society and the Provisions of Article - 5 of the Articles of Association of the Assignee Society have been duly complied with. However, in case of Royalties from Audio Visual means, the Publisher recognises the right of the Audio Visual Publisher / Producer to receive 25% of the distributable royalties for the exploitation of the Musical Works or of the words associated therewith in an Audio Visual manner.
4. The Assignor doth hereby covenant with the Assignee that the Assignor has good right and full power to assign the rights assigned in the manner aforesaid to the Assignee and hereby warrants that the Musical Works or the Words associated therewith, in respect of which the Rights are hereby assigned or purported to be assigned, do not or will not as the case may, be infringe the Copyrights in any other Works and that the Assignor will at all times hereafter keep the Assignee harmless and indemnified against all loss, damage, costs, charges and expenses which the Assignee may suffer or incur in respect of any claims which may be made upon or against the Assignee in respect of or as a result of any exercise by the Assignee or any of the rights which are hereby assigned or purported to be assigned to be the Assignee and that the Assignor shall and will do and/or cause to execute and make all such acts, deeds, powers of attorney, assignments and assurances for the further betterment and/or more satisfactory assigning in the Assignee or enabling the Assignee to enforce the rights assigned or any part thereof as the Assignee may from time to time reasonably require.

SCHEDULE OF WORKS

All Past, Present and Future Works belonging to the Assignor.
Some of them as Follows :-

IN WITNESS WHEREOF the Assignor has hereunto set his signature and the Assignee has caused its Common Seal hereunto fixed on the day and the year first hereinabove written.

FOR APPLAUSE ENTERTAINMENT PVT. LTD.

SIGNED SEALED and DELIVERED
by the above - named Assignor


DIRECTOR

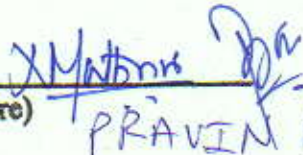
(Signature of Member)

Mr. SUSHIL AGARWAL (DIRECTOR)

Name

In Presence of

(Signature)



PRAVIN KAPOOR
AV. PUBLISHER

Name :-

NITIN MATHURIA

Category

Address :-

B-4, Aditya Book Centre, 208 GOLDEN CHAUNBERS

S.K. Ashok Mang Wadi, Mumbai - 30. NEW ANDHERI LINK ROAD

ANDHERI @ MUMBAI - 400053


THE COMMON SEAL of THE INDIAN


PERFORMING RIGHT SOCIETY LTD.

was hereunto affixed in the presence of :



(Signature of Director)


(Signature of Director)


(Signature of CEO)



DATED 18th DECEMBER 2009

FROM APPLAUSE ENTERTAINMENT PVT LTD

TO

**THE INDIAN PERFORMING RIGHT
SOCIETY LIMITED**

**Assignment
of Rights**
