

MATERIALS RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned party ("**Licensor**") hereby grants to Summerdale Productions, Inc ("**Producer**") and its successors, licensees and assigns the full and complete right to use:

(the "**Licensed Material**") in and in connection with Producer's television production currently entitled "Tamron Hall" (the "**Program**"), and in and in connection with distribution, exhibition, advertising and exploitation of the Program, in any manner and in any media (including, without limitation, by any television station, affiliate, or "new media" platform authorized to exhibit the Program, in whole or in part), whether now known or hereafter devised, in perpetuity throughout the universe, free and clear of any and all claims for royalties, residuals, or other compensation. Further, Licensor acknowledges and agrees that Producer may, in its sole discretion, edit the Licensed Material, in whole or in part, combine it with other materials, and/or add commentary, music or other audio or visual elements to the Licensed Material. Licensor hereby waives any and all "moral rights" Licensor may have with respect to the Licensed Material and its uses. Licensor understands and agrees that Producer owns all rights in and to the Program and agrees that Licensor will make no claims or demands based upon the use of the Licensed Material, as described above, for compensation, infringement, or otherwise.

Producer shall have the sole right to determine the manner in which the Licensed Material shall be used in the Program, and Producer shall not be obligated to use the Licensed Material as part of the Program or otherwise, or to produce the Program or to broadcast, exhibit or otherwise exploit the Program. Licensor acknowledges that Producer will incur significant costs and expenses in reliance upon this agreement, and Licensor agrees not attempt to cancel it or to revoke any of the rights granted to Producer herein.

Licensor hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material, that it is authorized to enter into and execute this agreement, that nothing of value apart from the Licensed Material was given (or was agreed to be given) to Producer or any other person or entity in exchange for use of the Licensed Material in the Program, that no consent of any other person or entity is required to enable Producer to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

Licensor hereby irrevocably releases and forever discharges Producer, its parents, subsidiaries, affiliated and related entities, successors and assigns, and television stations and "new media" outlets authorized to exhibit the Program, and each of their respective directors, officers, employees and agents (the "Released Parties), from any and all claims, actions, demands, damages, liabilities, losses, costs and expenses of any kind (including without limitation, outside attorneys' fees) arising out of or in connection with its use of the Licensed Material in and in connection with the Program and/or the exercise of any rights granted by Licensor herein.

Licensor agrees to indemnify and hold free and harmless the Released Parties from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from Producer's use of the rights granted by Licensor hereunder or any breach of any warranty, representation, or agreement made herein.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for damages (if any) and in no event shall Licensor be entitled to enjoin the production, distribution, exhibition, promotion or other exploitation of the Program or any derivative work thereof, or to seek or obtain any other injunctive or equitable relief. Producer may freely assign the rights granted by Licensor herein. This agreement contains the parties' entire understanding relative to its subject matter. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

**AGREED AND
ACCEPTED:**

Licensor Name Date

By:

Signature Title