

KLEEBERG ENTERTAINMENT, LLC
1589 Skeet Club Road, Suite 102, PMB #345
High Point, North Carolina 27265

**BIGFOOT FAMILY ADVENTURE CONTEST
CONSENT AND ASSIGNMENT**

1. I understand Kleeberg Entertainment, LLC (the "Producer"), a North Carolina limited liability company, may produce a motion picture (the "Picture") concerning Bigfoot which, if rated, will be rated not more restrictively than "PG-13".
2. I irrevocably assign, transfer, and convey to the Producer, its successors, licensees, and assigns, exclusively and forever, all of my rights worldwide (the "rights") whatsoever in and to the photograph(s), film footage, video(s), DVD(s), personal testimonial(s), picture(s) and painting(s) and stories (collectively called "My Bigfoot Documentation") delivered to the Producer with this Consent and Assignment, subject to the terms and conditions set forth herein and the obligations of the Producer to make the applicable payments set forth herein to me if, and only if, the Producer uses any of My Bigfoot Documentation in the Picture or any exploitation thereof. The rights are further described later in this Consent and Assignment.
3. I agree that the Producer may use all or any part of My Bigfoot Documentation in the Picture or any related exploitation, advertising or merchandising. ***I agree the Producer has no obligation to use My Bigfoot Documentation in any way, and has no obligation to return My Bigfoot Documentation to me in any event, and the Producer may destroy or otherwise dispose of My Bigfoot Documentation in any manner at any time.***
4. I agree My Bigfoot Documentation is submitted and assigned to the Producer with the understanding that the Producer will pay to me the following applicable amounts of money for each separate item of My Bigfoot Documentation which the Producer, in its sole discretion, uses in the Picture, in connection with any exploitation of the Picture, or in any advertising or merchandising connected with the Picture:
 - (a) \$1,000 for all moving picture film or video footage of an actual Bigfoot sighting or encounter, or a recreation of an actual Bigfoot sighting or encounter.
 - (b) \$500 for a still photograph of an actual Bigfoot sighting or encounter.
 - (c) \$250 for a personal testimonial of an actual Bigfoot sighting or encounter.
 - (d) \$100 for a rendering of a Bigfoot sighting or encounter drawn or painted by the person signing this Consent and Assignment.
 - (e) \$100 for a story about an actual sighting or encounter with Bigfoot written by the person signing this Consent and Assignment.

The Producer agrees to make the applicable payments to the undersigned by September 1, 2006, or within thirty (30) days of the first commercial release of the Picture, whichever first occurs. The Producer agrees to notify the undersigned on or before September 1, 2006 if the Producer has used or intends to use any of My Bigfoot Documentation. I agree that I am responsible for all State and Federal taxes applicable to any payments I might received from Producer with respect to My Bigfoot Documentation. If necessary for tax reporting or other purposes, I will submit my social security number to the Producer upon its request.

5. If the Producer uses any of My Bigfoot Documentation, the Producer will accord me credit onscreen in all positive prints of the Picture in the final credits in position and size of type similar to the position and size of type used to display credits accorded to others whose Bigfoot documentation was used in the Picture. Such credit shall be given to the person signing this Consent and Assignment in regular type in the manner signed. All other matters with respect to credit will be in the Producer's sole discretion. No casual or inadvertent failure to comply with these provisions or failure of any third parties to comply with their agreements with the Producer shall

constitute a breach of this agreement by the Producer. In the event I am not accorded credit as provided above, the Producer will prospectively cure such omission within a reasonable time upon receipt of written notice from the undersigned of such omission.

6. The rights granted and assigned by me to the Producer and its successors, licensees, and assigns, exclusively and forever, include, without limitation, the right to make copies of My Bigfoot Documentation, the right to make derivative works from My Bigfoot Documentation, the right to sell copies of My Bigfoot Documentation, the right to perform My Bigfoot Documentation, the right to display My Bigfoot Documentation, and the following:
- (a) All motion picture rights, all theatrical release rights, and release rights for videocassette, video disks, and any other media; all television motion picture and other television rights; all radio broadcasting rights; all written publication rights, including, without limitation, all rights for books, magazines, short stories, advertising, and publicity; all merchandising rights; and all other incidental and related rights throughout the world in and to My Bigfoot Documentation, and in and to the copyright of it all, and all renewals and extensions of copyright.
 - (b) All rights to make, produce, adapt and copyright one or more motion picture adaptations or versions using all or any part of My Bigfoot Documentation.
 - (c) All rights to exhibit, perform, rent, lease, exploit, and generally deal in and with any motion picture produced using all or any part of My Bigfoot Documentation.
 - (d) All rights to broadcast, transmit or reproduce all or any part of My Bigfoot Documentation or any adaptation or version of it by means of television or any process analogous thereto.
 - (e) All rights to broadcast and/or transmit all or any part of My Bigfoot Documentation by radio or any process analogous thereto.
 - (f) All rights to publish and copyright or cause to be published any copyright in the name of the Producer or its nominee in any languages throughout the world, in any form or media, synopses, novelizations, serializations, dramatizations, abridged and/or revised versions of all or any part of My Bigfoot Documentation, adapted from My Bigfoot Documentation or from any motion picture and/or other version containing all or any part of My Bigfoot Documentation for advertising publicizing and/or exploiting any such motion picture and/or other version.
 - (g) All rights to use all or any part of My Bigfoot Documentation and any of the characters, plots, themes and/or ideas contained therein, and the title of My Bigfoot Documentation and any title or subtitle of any component of My Bigfoot Documentation, and to use said titles or subtitles for any motion picture or other version of adaptation whether the same is based on or adapted from My Bigfoot Documentation and/or as the title of any musical composition contained in any such motion picture or other version or adaptation.
 - (h) All rights to use and exploit commercial or merchandise tie-ins and recordings of any sort and nature arising out of or connected with all or any part of My Bigfoot Documentation and/or any motion picture containing it or any part of it, or other versions and/or the titles of it and the characters of it and/or their names or characteristics.
 - (i) All rights to publish and distribute printed versions of all or any part of My Bigfoot Documentation in book form, whether hardcover or softcover, and in magazine or other periodicals, whether in installments or otherwise.
 - (j) All rights to perform all or any part of My Bigfoot Documentation or adaptations of it on the spoken stage with actors appearing in person in the immediate presence of the audience.
 - (k) All rights to create sequels to the Picture containing all or any part of My Bigfoot Documentation by motion picture, drama, novel or otherwise, in any form of exploitation using one or more of the characters

appearing in My Bigfoot Documentation, whether or not participating in different events or with a different plot from My Bigfoot Documentation.

- (l) The unlimited right to vary, change, alter, modify, and add to and/or deleted from My Bigfoot Documentation in any way.

All rights, licenses, privileges and property herein granted to the Producer shall be cumulative and the Producer may exercise or use any or all said rights, licenses, privileges or property simultaneously with or in connection with or separately and apart from the exercise of any other of said rights, licenses, privileges and property.

7. I represent and warrant to the Producer that:

- (a) I am the sole owner of My Bigfoot Documentation and have the full right and power to assign, transfer, and convey My Bigfoot Documentation to the Producer, and grant to the Producer the rights in My Bigfoot Documentation set forth in this Consent and Assignment.
- (b) The assignment of My Bigfoot Documentation to the Producer does not violate any copyright, proprietary, or personal rights of others.
- (c) My Bigfoot Documentation does not contain material from other copyrighted works without the written permission of the owner of such copyrighted material.
- (d) I have not previously in any manner assigned or transferred any of the rights granted to the Producer by this Consent and Assignment or previously granted any rights adverse or inconsistent with the rights granted to the Producer; and that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights granted to Publisher under this Consent and Assignment.
- (e) To my best knowledge, My Bigfoot Documentation is (i) unpublished, and not the subject of a copyright registration or (ii), if registered, I am the owner of the copyright registration. If My Bigfoot Documentation is the subject of a state and/or federal registration, I will inform the Producer of all registrations and will take all action necessary to assign the registration(s) to the Producer.
- (f) I am the exclusive owner and proprietor throughout the universe of all rights in and to My Bigfoot Documentation, and I have not assigned, licensed or in any manner encumbered, diminished or impaired any such rights (and will not do so to anyone other than the Producer), and there is no outstanding claim or litigation pending against or involving My Bigfoot Documentation or the title, ownership or copyright in My Bigfoot Documentation or in any rights granted herein to the Producer.
- (g) To my best knowledge, My Bigfoot Documentation is of an actual Bigfoot sighting or encounter, and is either original or recreated as indicated by me with this submission.
- (h) I am eighteen (18) years old or older, or represented by my parent or legal guardian.

8. I agree My Bigfoot Documentation must be sent to **Kleeberg Entertainment, LLC, 1589 Skeet Club Road, Suite 102, PMB #345, High Point, North Carolina 27265**, by mail with a post-mark dated on or before January 31, 2006 and received by the Producer on or before February 15, 2006, or delivered to the Producer at such address on or before January 31, 2006, by any nationally recognized overnight delivery service, such as Federal Express, or the Producer may disregard, destroy, and dispose of My Bigfoot Documentation without any consideration.

9. This Consent and Assignment shall be construed in accordance with the laws of the State of North Carolina applicable to agreements which are executed and performed within the State of North Carolina. The terms and provisions of this Consent are severable, and if any provision of this Consent shall be finally adjudged by a court of competent jurisdiction to be void and unenforceable, such shall in no way affect the validity or enforceability of the other provisions of this Consent. This Contest is void where prohibited by law.

10. My Bigfoot Documentation which is submitted and assigned to the Producer with this Consent and Assignment is generally described as follows (check all that apply):

- _____ (a) Actual footage of Bigfoot sighting or encounter (\$1,000)
- _____ (b) Recreated footage of Bigfoot sighting or encounter (\$1,000)
- _____ (c) Photograph of actual Bigfoot sighting or encounter (\$500.00)
- _____ (d) Personal testimony about Bigfoot sighting or encounter (\$250.00)
- _____ (e) Picture drawn or painted about Bigfoot sighting or encounter (\$100.00)
- _____ (f) Story written about Bigfoot sighting or encounter (\$100.00)

11. Minors may submit drawings or pictures of Bigfoot if, and only if, their parent or legal guardian signs this Consent and Assignment, and agrees to indemnify and hold harmless the Producer from any and all claims which might be made by the minor against the Producer relating to the Producer's use of the drawings or pictures submitted by the minor. By signing below, the parent or legal guardian of the minor agrees to indemnify and hold harmless the Producer from any and all claims, liabilities, and damages which the minor may make against the Producer relating in any way to the Producer's use of My Bigfoot Documentation submitted and assigned to the Producer by the minor. The minor must sign on the line designated as the Owner of My Bigfoot Documentation.

Witness

Print Name of Owner of My Bigfoot Documentation

Signature of Owner of My Bigfoot Documentation

Address

Telephone Number and/or email address

Parent/Legal Guardian if Owner of My Bigfoot Documentation is a minor

Date

Notwithstanding the Producer's willingness to give me credit for use of My Bigfoot Documentation in or relating to the Picture, I request that the Producer not use my name or otherwise give me any credit in connection with its use, if any, of My Bigfoot Documentation by signing the following blank:

Sign here if Owner of My Bigfoot Documentation requests that no credit be given

All pages of this Consent And Assignment, including the signed signature page, must be enclosed with any My Bigfoot Documentation submission.