

DESIGN PURCHASE AGREEMENT

What: This is a design purchase agreement (“Agreement”) between Sullivan Paper Company, Inc. (“SPC”) and the artist or studio representative signing below (“Artist”) for SPC to purchase and own the design which is the subject of this Agreement (“Design”).

Design: Artist represents and warrants the Design (a) is owned by Artist free and clear of any liens, claims, interests and/or encumbrances, and (b) is original, and (c) no one other than the Artist has any rights, ownership, title, interests or claims in and/or to the Design, and (d) that no adverse claims exist with respect to this Design. Artist represents and warrants (i) that the Design does not knowingly violate or infringe any trademark, copyright, service mark or other right and (ii) to the extent applicable, that any approvals or permissions required in connection with the Design for sale in this Agreement have been obtained prior to sale of the Design to SPC. A copy of the Design is attached to this Agreement.

SPC’s Purchase: Artist hereby transfers and assigns effective this date of _____ to SPC all ownership, rights, title and interests in and to the Design, including but not limited to (i) its copyright and (ii) any and all variations of the Design in different colors and/or different mediums and any derivative works made by SPC and/or the Artist of the Design and (iii) any sale/resale, advertising/marketing of product using the Design whether by SPC and/or its customers/vendees.

Consideration/Price for Purchase of the Design: SPC agrees to pay Artist _____ (per design) to purchase the Design according to this Agreement.

Entire Agreement and Choice of Forum & Law: This Agreement is the entire agreement between the Artist and SPC. The laws of the State of Massachusetts govern and apply to this Agreement; and, any interpretation, enforcement, termination, claims, suits, rights and/or remedies of any kind related in any way to this Agreement must be brought before a court in the State of Massachusetts.

I am over the age of 21 and I am authorized to sign this Agreement, either as an individual or on behalf of an entity to bind them/me to this Agreement:

For SPC: _____ Date: _____

Signature of Artist/Entity _____ Date: _____

Name/Address of Artist/Entity: _____

Phone _____ Fax _____ E-mail _____

Artist SS# or Tax ID #: _____

Witnessed by _____ (print name, then affix signature)

Design: _____ \$\$: _____ Design: _____ \$\$: _____

Design: _____ \$\$: _____ Design: _____ \$\$: _____

Design: _____ \$\$: _____ Design: _____ \$\$: _____

Design: _____ \$\$: _____ Design: _____ \$\$: _____