

TRANSFER OF RIGHTS - ASSUMPTION AGREEMENT

Upon the sale, transfer, assignment or other disposition by Employer of any Program produced by it hereunder, the Employer shall not be responsible to AFTRA or to any AFTRA members for any payments thereafter due with respect to the use of such Programs or for a breach or violation of this Agreement by such transferee, if AFTRA approves the financial responsibility of such transferee in writing (which consent shall not be unreasonably withheld), and if the Employer in its agreement with such transferee has included a provision substantially in the following form:

“ _____ ” (“Transferee”) hereby agrees with _____ (“Employer”) that all Programs covered by this agreement are subject to the 2010-2011 AFTRA Interactive Media Agreement. Transferee hereby agrees expressly for the benefit of AFTRA and its members affected thereby to make all payments of fees as provided in said Agreement and all Social Security, withholding, unemployment insurance and disability insurance payments and all appropriate contributions to the AFTRA H&R Funds required under the provisions of said Agreement with respect to any and all such payments and to comply with the provision of said Agreement with respect to the use of such Program and required records and reports. It is expressly understood and agreed that the rights of Transferee to use such Program shall be subject to and conditioned upon the prompt payment to the Performers involved of all compensation as provided in said Agreement, and AFTRA, on behalf of the Performers involved, shall be entitled to injunctive relief in the event such payments are not made.”

The Employer agrees to give written notice by mail to AFTRA of each sale, transfer, assignment or other disposition of any Program which is subject to this Agreement within thirty (30) days after the consummation of each sale, etc., and such notice shall specify the name and address of the purchaser, transferee or assignee.