

## **ASSIGNMENT & LIMITED LICENSE TO USE**

### **PERSONAL USE**

IN CONSIDERATION OF THE PURCHASE PRICE, AS DEFINED HEREINAFTER, AND SUBJECT TO THE PRIMARY OWNER'S CONTINUED COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AND ALL APPLICABLE LAWS, THE CREATOR HEREBY GRANTS A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO THE PRIMARY OWNER TO COPY, ACCESS AND USE THEIR SHIMP NFT AND RELATED ART FOR THE PRIMARY OWNER'S OWN PERSONAL, NON-COMMERCIAL USE, PROVIDED THAT THE PRIMARY OWNER KEEPS ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES INTACT.

### **COMMERCIAL USE**

PRIMARY OWNER IS GRANTED A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S SHIMP NFT AND RELATED ART, FOR THE PURPOSE OF COMMERCIALIZING AND PROMOTING THEIR OWN GOODS AND SERVICES, WHICH SHALL INCLUDE THE RIGHT TO PRODUCE AND SELL GOODS AS WELL AS SERVICES THAT INCLUDES, CONTAINS, OR CONSISTS OF THE GRAPHICAL IMAGE OF THE PRIMARY OWNER'S SHIMP NFT, PROVIDED THAT SUCH COMMERCIAL USE DOES NOT RESULT IN THE PRIMARY OWNER EARNING MORE THAN FIVE HUNDRED THOUSAND DOLLARS (\$500,000), OR ITS EQUIVALENT IN ETHEREUM OR ANY CURRENCY, IN GROSS REVENUE IN ANY TWELVE MONTH PERIOD, DIRECTLY OR INDIRECTLY, INCLUDING BUT NOT LIMITED TO THROUGH ANY AND ALL RELATED ENTITIES AND FAMILY MEMBERS, UNLESS AN EXEMPTION OR BROADER LICENSE IS EXPRESSLY GRANTED BY THE CREATOR.

PRIMARY OWNER IS ALSO GRANTED A LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S SHIMP NFT AND RELATED ART, INCLUDING BUT NOT LIMITED TO SUBLICENSING IT, FOR THE PURPOSE OF COMMERCIALIZING AND PROMOTING THIRD PARTY GOODS AND SERVICES IN A MANNER THAT INCLUDES, CONTAINS, OR CONSISTS OF THE GRAPHICAL IMAGE OF THE PRIMARY OWNER'S SHIMP NFT, PROVIDED THAT SUCH COMMERCIAL USE DOES NOT RESULT IN THE SUBLICENSEE EARNING MORE THAN FIVE HUNDRED THOUSAND DOLLARS (\$500,000), OR ITS EQUIVALENT IN ETHEREUM OR ANY CURRENCY, FOR ANY PROJECT FOR WHICH IT TAKES A SUBLICENSE AND/OR OTHERWISE UTILIZES THE NFT AND RELATED ART, IN ANY TWELVE MONTH PERIOD, DIRECTLY OR INDIRECTLY, INCLUDING BUT NOT LIMITED TO THROUGH ANY AND ALL RELATED ENTITIES AND FAMILY MEMBERS, UNLESS AN EXEMPTION OR BROADER RIGHT TO SUBLICENSE IS EXPRESSLY GRANTED BY THE CREATOR.

THIS LIMITED LICENSE FOR COMMERCIAL USE IS SUBJECT TO THE FOLLOWING CONDITIONS:

- PRIMARY OWNER AND/OR ANY SUBLICENSEE DOES NOT HAVE ANY RIGHT TO MODIFY OR PRESENT ITS SHIMP NFT OR RELATED ART IN ANY WAY OR ANY CONTEXT THAT DEPICTS HATRED, INTOLERANCE, VIOLENCE, CRUELTY, OR ANYTHING ELSE THAT COULD REASONABLY BE FOUND TO CONSTITUTE HATE SPEECH, BE OFFENSIVE, DEMEANING, NOT COMPORT WITH THE INCLUSIVE VALUES OF THE SHIMP NFT BRAND AND COMMUNITY, OR OTHERWISE INFRINGE UPON THE RIGHTS OF OTHERS OR THE SHIMP COMMUNITY;
- PRIMARY OWNER MAY NOT USE AND/OR SUBLICENSE THEIR SHIMP NFT OR RELATED ART TO PROMOTE, ADVERTISE, MARKET, OR SELL ANY THIRD PARTY GOOD OR SERVICE WITHOUT SUCH USE AND/OR SUBLICENSE BEING EXPRESSLY APPROVED BY THE CREATOR;
- PRIMARY OWNER MAY NOT USE THE NAME "SHIMP(S)" OR ANY SHIMP NAME, LOGO OR TRADEMARK, THE NAME OF ANY SHIMP CHARACTERS (AS APPLICABLE), OR ANY ANIMATION, CHARACTERS, THEMES OR OTHER MATERIAL RELATED TO THE CREATOR'S OWN DIGITAL CONTENT; AND
- PRIMARY OWNER MAY NOT COMBINE ITS SHIMP WITH ANY OTHER SHIMP OR MODIFIED SHIMP THAT IT DOES NOT OWN, EXCEPT ON EXPLICIT PERMISSION OF THE OTHER SHIMP OWNER; AND
- THE PRIMARY OWNER MAY NOT ATTEMPT TO TRADEMARK, COPYRIGHT, OR OTHERWISE ACQUIRE ADDITIONAL INTELLECTUAL PROPERTY RIGHTS IN OR TO "SHIMP(S)" OR ANY SHIMP NFT OR RELATED ART OR CONTENT.

## **5. WARRANTIES AND INDEMNIFICATION**

IN THE EVENT THAT A PRIMARY OWNER MAKES USE OF THE LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S SHIMP NFT AND RELATED ART FOR THEIR OWN COMMERCIAL PURPOSES AS ALLOWED FOR BY THIS AGREEMENT, PRIMARY OWNER REPRESENTS AND WARRANTS THAT THEY WILL TAKE ALL NECESSARY STEPS TO UNDERTAKE THEIR COMMERCIAL ACTIVITIES IN A LEGAL MANNER, INCLUDING BUT NOT LIMITED TO FORMING ANY NEEDED CORPORATE ENTITY, BECOMING DULY ORGANIZED, VALIDLY EXISTING AND DULY QUALIFIED TO DO BUSINESS IN ALL JURISDICTIONS WHERE THOSE ACTIVITIES ARE CARRIED OUT, AS WELL AS REMAINING IN GOOD STANDING UNDER AND ABIDING BY ALL APPLICABLE LAWS, RULES AND REGULATIONS THAT RELATE TO THOSE ACTIVITIES. PRIMARY OWNER ALSO REPRESENTS AND WARRANTS THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO CARRY OUT THEIR COMMERCIAL ACTIVITIES, AND THAT INCLUDES BUT IS NOT LIMITED TO, HAVING SUFFICIENT INSURANCE TO ENSURE THEY CAN MEET THEIR OBLIGATIONS TO THEIR CUSTOMERS AND INDEMNIFICATION OBLIGATIONS TO THE CREATORS.

IN THE EVENT THAT A PRIMARY OWNER MAKES USE OF THE LIMITED, WORLDWIDE, NONEXCLUSIVE LICENSE TO COPY, ACCESS, USE AND OTHERWISE EXPLOIT THE PRIMARY OWNER'S SHIMP NFT AND RELATED ART BY GRANTING A SUBLICENSE AND/OR OTHERWISE ALLOWING THIRD PARTIES TO USE THEIR SHIMP NFT AS ALLOWED FOR BY THIS AGREEMENT, PRIMARY OWNER REPRESENTS AND WARRANTS THAT THEY WILL TAKE ALL NECESSARY STEPS TO ENSURE THAT THE THIRD PARTY IS UNDERTAKING THEIR COMMERCIAL ACTIVITIES IN A LEGAL MANNER, INCLUDING BUT NOT LIMITED TO FORMING ANY NEEDED CORPORATE ENTITY, BECOMING DULY ORGANIZED, VALIDLY EXISTING AND DULY QUALIFIED TO DO BUSINESS IN ALL JURISDICTIONS WHERE THOSE ACTIVITIES ARE CARRIED OUT, AS WELL AS REMAINING IN GOOD STANDING UNDER AND ABIDING BY ALL APPLICABLE LAWS, RULES AND REGULATIONS THAT RELATE TO THOSE ACTIVITIES. PRIMARY OWNER ALSO REPRESENTS AND WARRANTS THAT THEY HAVE REQUISITE POWER AND AUTHORITY TO CARRY OUT THEIR COMMERCIAL ACTIVITIES, AND THAT INCLUDES BUT IS NOT LIMITED TO, HAVING SUFFICIENT INSURANCE TO ENSURE THEY CAN MEET THEIR OBLIGATIONS TO THEIR CUSTOMERS AND INDEMNIFICATION OBLIGATIONS TO THE CREATORS.

MOREOVER, THE PRIMARY OWNER (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CREATOR FROM AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, LIABILITY AND/OR SUITS INCLUDING REASONABLE ATTORNEYS' FEES, AS INCURRED, THAT MAY BE ASSERTED BY ANY PERSONS OR ENTITIES ARISING OUT OF OR RELATED TO THE PRIMARY OWNER'S USE AND/OR SUBLICENSING OF THE SHIMP NFT AND RELATED ART FOR COMMERCIAL PURPOSES, AS WELL AS ANY BREACH OF SUCH INDEMNIFYING PARTY'S WARRANTIES AND REPRESENTATIONS IN THIS AGREEMENT.

## **6. TERM AND TERMINATION**

THE FOREGOING LIMITED LICENSES APPLY ONLY DURING THE PERIOD THAT THE PRIMARY OWNER OWNS THE SHIMP NFT ASSOCIATED WITH ITS SHIMP. THESE LICENSES TERMINATE IMMEDIATELY AT SUCH A POINT THAT THE PRIMARY OWNER NO LONGER OWNS ITS SHIMP NFT. MOREOVER, IF YOU EXCEED THE SCOPE OF THE LICENSES GRANTED IN SECTIONS 3 AND 4 HEREIN WITHOUT ENTERING INTO A BROADER LICENSE AGREEMENT WITH OR OBTAINING AN EXEMPTION, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU ARE IN BREACH OF THIS LICENSE; (II) IN ADDITION TO ANY REMEDIES THAT MAY BE AVAILABLE TO CREATOR AT LAW OR IN EQUITY, THE CREATOR MAY IMMEDIATELY TERMINATE THIS LICENSE, WITHOUT THE REQUIREMENT OF NOTICE; AND (III) YOU WILL BE RESPONSIBLE TO REIMBURSE CREATOR FOR ANY FEES, COSTS AND EXPENSES INCURRED BY CREATOR DURING THE COURSE OF ENFORCING THE TERMS OF THIS LICENSE AGAINST YOU, INCLUDING BUT NOT LIMITED TO ACCOUNTING AND LEGAL FEES, COSTS AND EXPENSES.

## **7. OWNERSHIP RIGHTS**

THE PURCHASE OF A SHIMP NFT MEANS THAT THE PRIMARY OWNER HAS FULL OWNERSHIP RIGHTS IN THE SHIMP NFT, INCLUDING THE RIGHT TO STORE, SELL AND TRANSFER THE NFT. HOWEVER, PRIMARY OWNER ACKNOWLEDGES AND AGREES THAT THIS PURCHASE OF THE SHIMP NFT DOES NOT PROVIDE ANY RIGHTS, EXPRESS OR IMPLIED, IN (INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN OR TO) THE SHIMPS ASSOCIATED WITH THE NFT OTHER THAN THE LIMITED LICENSES GRANTED IN SECTION 3 AND 4 ABOVE. THE PRIMARY OWNER'S RIGHTS AND INTEREST IN ITS SHIMP NFT, ITS ASSOCIATED SHIMP, ANY DERIVATIVE SHIMP, AND ANY ART PROVIDED BY THESE TERMS WILL IMMEDIATELY TERMINATE UPON ANY SUBSEQUENT SALE, TRANSFER, DISPOSSESSION, BURNING, OR OTHER RELINQUISHMENT OF THEIR SHIMP NFT.

ANY USE OF THE ART OTHER THAN AS EXPRESSLY AUTHORIZED HEREIN, WITHOUT THE PRIOR EXPLICIT WRITTEN PERMISSION OF THE CREATOR, IS STRICTLY PROHIBITED AND SHALL IMMEDIATELY TERMINATE THE RIGHT TO ALL RIGHTS AND LICENSES GRANTED BY THESE TERMS. SUCH UNAUTHORIZED USE MAY ALSO VIOLATE APPLICABLE LAWS INCLUDING COPYRIGHT AND TRADEMARK LAWS AND APPLICABLE COMMUNICATIONS REGULATIONS AND STATUTES.

NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS GRANTING ANY LICENSE OF INTELLECTUAL PROPERTY RIGHTS TO YOU OTHER THAN AS EXPLICITLY SET FORTH IN THIS AGREEMENT.

## **8. SECONDARY ASSIGNMENT**

THE PRIMARY OWNER AND, WHERE APPLICABLE, ALL SUBSEQUENT OWNERS, SHALL HAVE THE RIGHT TO RESELL THE PURCHASED NFT ("**RESALE**"), AND RELATED ART, ON A MARKETPLACE THAT ALLOWS THE PURCHASE AND SALE OF NFTS. THE OWNER SHALL PROVIDE ITS BEST EFFORTS TO RESELL THE PURCHASED NFT ON A MARKETPLACE WHICH (I) CRYPTOGRAPHICALLY VERIFIES EACH NFT OWNER'S RIGHTS TO DISPLAY THE ART IN ORDER TO LIST IT FOR SALE, TO ENSURE THAT ONLY THE ACTUAL OWNER CAN DISPLAY THE ART FOR RESALE, AND (II) PROVIDES FOR A PERCENTAGE OF THE RESALE PRICE TO BE AUTOMATICALLY GRANTED TO THE CREATOR UPON RESALE.

ANY SUCH SUBSEQUENT OWNER OR OWNER(S), SHALL HAVE THE RIGHT TO LICENSE, ASSIGN OR OTHERWISE TRANSFER TO A THIRD-PARTY ALL OR PART OF THE INTELLECTUAL PROPERTY RIGHTS ON THE ART HEREBY GRANTED AS PER THIS AGREEMENT, FOR ANY PURPOSE WHATSOEVER.

IN CASE OF TRANSFER OF OWNERSHIP OF THE PURCHASED NFT, IN ANY WAY WHATSOEVER, INCLUDING RESALE, THE OWNER AGREES TO ASSIGN TO THE

SUBSEQUENT BUYER OF THE PURCHASED NFT ALL RIGHTS ON THE RELATED ART DETAILED IN ARTICLE 3 OF THIS AGREEMENT, UNDER THE SAME CONDITIONS, TO THE EXTENT SUCH RIGHTS HAVE NOT BEEN PREVIOUSLY TRANSFERRED TO A THIRD-PARTY IN COMPLIANCE WITH THE AGREEMENT.

THIS AGREEMENT SHALL GOVERN ANY RESALE AS LONG AS IT IS STILL ATTACHED TO THE PURCHASED NFT AND PROVIDED NO OTHER AGREEMENT HAS BEEN CONCLUDED BETWEEN THE OWNER AND THE SUBSEQUENT BUYER, WHICH SHALL ONLY APPLY BETWEEN THE PARTIES OF SAID AGREEMENT.

## **9. COMPENSATION**

IT IS EXPRESSLY AGREED THAT ALL INTELLECTUAL PROPERTY RIGHTS ASSIGNED TO THE PRIMARY OWNER, AS PER THE PRIMARY ASSIGNMENT, OR TO THE SUBSEQUENT OWNERS, AS PER A SECONDARY ASSIGNMENT, ARE GRANTED IN CONSIDERATION OF THE PRICE PAID BY THE OWNER TO PURCHASE THE PURCHASED NFT, AS LISTED ON THE NFT MARKETPLACE ON WHICH IT IS ACQUIRED (THE "PURCHASE PRICE"), WHERE APPLICABLE, WHICH SHALL BE DEEMED FIXED AND DEFINITIVE.

NOTWITHSTANDING THE FOREGOING, THE CREATOR SHALL ALSO BE ENTITLED TO A COMPENSATION ON ANY RESALE OF THE COMPLETE WORK IN ACCORDANCE WITH THE PERCENTAGE OF COMMISSION DETERMINED BY THE NFT MARKETPLACE ON WHICH SAID RESALE IS COMPLETED.

## **10. MORAL RIGHTS**

THE CREATOR SHALL HAVE THE RIGHT TO ENFORCE, ON BEHALF OF THE AUTHOR, ALL MORAL RIGHTS OF THE AUTHOR OF THE ART, AS PROVIDED BY APPLICABLE LAW, WHICH SHALL REMAIN PERPETUAL, INALIENABLE, IMPRESCRIPTIBLE AND, IN GENERAL, ABSOLUTE.

THE OWNER HEREBY UNDERTAKES TO ABIDE, AND MAKE ITS CONTRACTORS, INCLUDING LICENSEES, SUBLICENSEES, SUBSEQUENT BUYERS, AND THIRD PARTIES ABIDE BY THE AUTHOR'S MORAL RIGHTS IN ANY AND ALL USE OF THE ART, AND IN PARTICULAR THE FOLLOWING RIGHTS:

(I) RIGHT OF AUTHORSHIP, WHICH SHALL ENTITLE THE CREATOR TO DEMAND AND CLAIM AT ANY TIME THAT THE AUTHOR'S CHOSEN NAME BE MENTIONED ON ANY MODE OF PUBLICATION OF THE ART; AND

(II) RIGHT TO PRESERVE THE INTEGRITY OF THE ART, WHICH SHALL ENTITLE THE CREATOR TO OPPOSE ANY MODIFICATION, DELETION OR ADDITION LIKELY TO ALTER THE ART, OR ANY USE OF THE ART THAT MAY ALTER ITS SPIRIT, DEVALUATE IT OR OTHERWISE BE DEEMED PREJUDICIAL TO THE REPUTATION OF THE CREATOR OR THE SHIMP BRAND OR COMMUNITY.

## **11. TRADEMARKS AND PROMOTION**

WHEN USING THE SHIMP NFTS AND RELATED ART, IN ANY WAY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ITS PUBLICATION, EXPLOITATION, AND/OR PROMOTION, THE OWNER SHALL NOT USE THE TRADEMARKS, SERVICE MARKS, OR PROPRIETARY WORDS OR SYMBOLS OF THE CREATOR, TO THE EXTENT OTHERWISE PERMITTED BY APPLICABLE LAW OR BY WRITTEN AGREEMENT OF THE CREATOR.

BY EXCEPTION, WHEN USING THE ART FOR NON-COMMERCIAL PURPOSES ONLY, THE OWNER SHALL HAVE THE RIGHT TO REFERENCE THE CREATOR BY USING THE DENOMINATION "SHIMP" OR OTHER DENOMINATION(S) THAT THE CREATOR MAY DIRECT FROM TIME TO TIME, UNLESS INFORMED OTHERWISE BY THE CREATOR. OWNER SHALL TAKE CARE THAT SUCH USE SHALL NOT, IN ANY WAY WHATSOEVER, DAMAGE OR ADVERSELY IMPACT THE CREATOR'S REPUTATION, THE SHIMP BRAND OR COMMUNITY.

THE CREATOR SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION, AT ITS SOLE DISCRETION, TO PROMOTE, INCLUDING THROUGH SOCIAL MEDIA, ANY PUBLIC USE OF THE ART BY THE OWNER, UNLESS THE OWNER INFORMS THE CREATOR OTHERWISE. THE OWNER SHALL NOT USE THE ART IN A WAY THAT WOULD OR COULD PRESENT THE CREATOR AS ENDORSING, RECOMMENDING OR FAVORING, IN ANY WAY WHATSOEVER, THE OWNER AND/OR ITS USE OF THE ART, WITHOUT THE CONSENT AND PERMISSION OF THE CREATOR.

THE TRADEMARKS, SERVICE MARKS, TRADE NAMES AND LOGOS, INCLUDING SHIMP, AND ANY THIRD-PARTY MARKS USED AND DISPLAYED THROUGH THE SERVICES ARE TRADEMARKS OF THE CREATOR, ITS LICENSORS, AFFILIATES OR SPONSORS, AND MAY NOT BE USED BY A PRIMARY OWNER OTHER THAN TO FACTUALLY DESCRIBE ITS SHIMP NFT OR SHIMP ENHANCEMENT WHEN LISTING IT FOR SALE OR DISTRIBUTION OR FOR NON-COMMERCIAL PURPOSES. WE RETAIN THE RIGHT TO MONITOR AND POLICE THE USE OF OUR TRADEMARKS, INCLUDING BUT NOT LIMITED TO: (A) TAKE ALL REASONABLE MEASURES, INCLUDING WITHOUT LIMITATIONS BRINGING CIVIL ACTIONS FOR TRADEMARK INFRINGEMENT, TO STOP THE USE OF MARKS WHICH, IN OUR SOLE JUDGMENT, ARE THE SAME AS OR CONFUSINGLY SIMILAR TO OUR TRADEMARKS AND (B) TAKE ALL REASONABLE MEASURES, INCLUDING WITHOUT LIMITATIONS BRINGING PROCEEDINGS IN THE UNITED STATES PATENT AND TRADEMARK OFFICE OR ELSEWHERE, TO PREVENT THE REGISTRATION OF MARKS WHICH, IN OUR SOLE JUDGMENT, ARE THE SAME AS OR CONFUSINGLY SIMILAR TO THE TRADEMARKS.

## **8. COOPERATION**

THE CREATOR AND THE OWNER SHALL COOPERATE IN GOOD FAITH AND REASONABLY ASSIST EACH OTHER IN THE PROSECUTION OF LEGAL PROCEEDINGS INVOLVING THE ART, OR DERIVATIVE WORKS THEREFROM,

INCLUDING PROCEEDINGS CONDUCTED FOR THE PURPOSE OF PROTECTING ANY AND ALL INTELLECTUAL PROPERTY RIGHTS ON THE ART FROM INFRINGEMENT.

THE CREATOR SHALL HAVE THE RIGHT TO PROTECT AND DEFEND, INCLUDING THROUGH LITIGATION, THE RIGHTS ATTACHED TO THE ART IN THE EVENT OF THE OWNER'S INACTION ON WRITTEN NOTICE BY THE CREATOR TO THE OWNER.

## **9. GOVERNING LAW**

IF ANY PROVISION IN THIS AGREEMENT SHALL BE HELD TO BE ILLEGAL, INVALID OR UNENFORCEABLE, IN WHOLE OR IN PART, THE PROVISION SHALL APPLY WITH WHATEVER DELETION OR MODIFICATION IS NECESSARY SO THAT THE PROVISION IS LEGAL, VALID AND ENFORCEABLE AND GIVES EFFECT TO THE INITIAL INTENTION OF THE PARTIES.

THE VALIDITY OF THIS AGREEMENT AND ANY OF ITS TERMS AND PROVISIONS, AS WELL AS THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER, SHALL BE GOVERNED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA FOR FEDERAL LAW QUESTIONS AND THE STATE OF OREGON FOR STATE LAW QUESTIONS.