

MATERIAL RELEASE FORM

**CBS BROADCASTING INC.
4024 RADFORD AVE.
STUDIO CITY, CA 91604**

Date: 02/15/2012

Gentleman/Ladies:

For good and valuable consideration, I acknowledge and agree that, in connection with my participation in the educational forum currently entitled "CAPE TV Pitch Lab sponsored by CBS" (the "Program"), in the event that I wish to submit or pitch to CBS Broadcasting Inc., Coalition of Asian Pacifics in Entertainment and their respective employees and agents, and Christina Davis, Steve Tao and (individually, "Receiving Party" and, collectively, "Receiving Parties"), original materials (including, without limitation, ideas, suggestions, themes, plots, stories, characters, dialogue, titles or creative work) whether in writing or not in writing (collectively, "Material"), the following shall be the agreement between the Receiving Parties and me with respect thereto:

1. Any and all Material that I may submit to the Receiving Parties or others during the course of my participation in the Program will be voluntary and for educational purposes only, has not been solicited by the Receiving Parties and is not submitted in confidence. In addition, I acknowledge and agree that the Receiving Parties have access to and/or may create or have created literary materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects.
2. I warrant that I am either the author or owner of all rights, title and interest in and to the Material, or the duly authorized agent of the lawful owner of the Material and that I have full power and authority to submit the Material to the Receiving Parties on the terms and conditions hereof and that no further consents from third parties are required. I further represent and warrant that the material does not and will not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of, any third party.
3. The Material has been, and is hereby, submitted with the understanding that a Receiving Party will not use the same or any part thereof unless either (a) the Receiving Party shall hereafter enter into a written agreement with the lawful owner of the Material, it being understood that in no event shall any agreement be implied in fact or in law; and that the Receiving Party shall not become obligated to pay anything to me or any other person, firm, corporation or entity in the absence of any written agreement by the Receiving Party; or (b) the Receiving Party shall determine in good faith that the Receiving Party has the right to use all or any part of the Material without obtaining clearance, either because the Material, or any part thereof, so used is not new or novel, or was not originated by me, or is in the public domain, or is otherwise not legally protected or protectable, or was not reduced to concrete form, or was obtained by the Receiving Party from other sources, including, without limitation, the Receiving Party's employees, or from any other person or entity, it being understood and acknowledged that this submission is not being made in confidence.

4. Should a Receiving Party proceed under clause (b) of paragraph 3 above, and I should dispute the Receiving Party's right so to do, I undertake the entire burden of proof of originality, access, copying and all other elements necessary to establish the Receiving Party's liability, and agree that my submission of the Material shall not give rise to a presumption or inference of copying or taking, or a presumption or inference that anyone, other than the particular individual to whom the Material is delivered by me, had access to the Material or examined the Material.

5. Should I bring any action against a Receiving Party for wrongful appropriation of the Material or any part thereof, such action shall be limited to an action at law for damages, which shall not in any event, and under any theory, exceed the fair market value of the Material on the date hereof, and I specifically waive statutory damages and attorneys' fees under Sections 504 and 505 of Title 17 of the U.S. Codes 1976, and agree that I shall in no event seek or be entitled to an injunction or any other equitable relief. Should I be unsuccessful in any such action, I acknowledge and agree that I must pay the Receiving Party's court costs, costs of depositions and other discovery, attorneys' fees and the fees and charges of any experts engaged by the Receiving Party to ascertain originality, public domain status, or any other facts or factors deemed necessary or advisable by the Receiving Party in the defense of such action. As a condition precedent to any such action, I will give the Receiving Party written notice of my contention that the Receiving Party has no right to proceed under clause (b) of paragraph 3 above, stating the particulars in complete detail, and any such action shall be, and is hereby, waived and barred unless filed within six (6) months after the Receiving Party's first public release or use of the Material, or thirty (30) days after the Receiving Party notifies me in writing that the Receiving Party denies liability to me, whichever is earlier.

6. I understand that the Receiving Parties are under no obligation to perform, reproduce, broadcast or otherwise exploit the Material.

7. I agree to indemnify the Receiving Parties, their respective parents, subsidiaries and related entities, and the officers, directors, employees, agents, licensees, successors and assigns of each of the foregoing (collectively, the "Indemnified/Released Parties"), against any liabilities, losses, claims, causes of action, demands, costs (including, but not limited to, attorneys' fees), or expenses, based upon, arising out of or relating to the Material or any breach or alleged breach of any of my representations, warranties, obligations, covenants or agreements contained herein.

8. I hereby release and discharge each of the Indemnified/Released Parties of and from, and covenant not to sue for, any and all losses, claims, demands, causes of action, liabilities and expenses (including, but not limited to, attorneys' fees and costs) of every kind whatsoever, known or unknown (including, but not limited to, any claims of copyright infringement), based upon, arising out of or relating to the Material or by reason of any claim now or hereafter made by me that any Receiving Party or third party has used or appropriated the Material.

9. I waive in favor of the Receiving Parties, all of my moral rights in the Material and consent to any and all acts or omissions of the Receiving Parties that would, but for this consent, infringe any of my moral rights, in relation to all forms of works and other copyright subject

matter (both existing and future), howsoever arising anywhere out of or in connection with the Material and its exploitation.

10. I acknowledge that I have retained a copy of any written Material I have submitted, and that any copy of the Material that I submit to the Receiving Parties will not be returned to me and will be destroyed at the conclusion of my participation in the Program. I assume full responsibility for any loss, theft, destruction, or any other disposition of any such copy while it is in the Receiving Parties' possession or in transit.

11. All references to "Receiving Parties" or "Receiving Party" shall also be deemed to include all guests that have been invited by Shibui Entertainment to participate in the Program by listening to pitches and their respective employers, employees or agents.

12. I hereby state that I have read and understand this agreement and that no oral representations of any kind have been made to me, and that this agreement constitutes the entire understanding among the parties hereto. Any modification or waiver must be in writing, signed by all parties hereto. The Receiving Parties may assign or license their respective rights hereunder to any person, firm, corporation or entity. The agreement has been entered into in the State of California and the validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of California (but not its conflict of law rules) applicable to agreements executed and fully performed within the State of California. This agreement shall inure to the benefit of each of the Indemnified/Released Parties. The invalidity of any provision of this agreement shall not effect the remaining provisions.

Very truly yours,

Signature

Name (Printed)

Street Address

City, State and Zip Code

Telephone Number