

Date: _____, 2009

Re: Work for Hire and Assignment of Rights

Dear _____:

You have been retained by AtomicOnline, LLC, a California limited liability company, or a subsidiary thereof (“**Atomic**”), to perform services for Atomic, and you hereby acknowledge and agree that (i) any and all of the products and results of such services, regardless of whether provided to Atomic for its use prior to, on, or subsequent to the date of this agreement, including, but not limited to, articles, photographs, videos, graphic designs, computer code, databases and any other work product (each a “**Work**” and collectively the “**Works**”) is a “work made for hire” within the meaning of the United States copyright laws, and (ii) the Works (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Atomic. Accordingly, Atomic may use the Works for any and all uses and products, in any and all formats now known or hereafter to become known, and you shall not retain any rights in and to the Works.

If (i) for any reason any Work would not be considered a work made for hire under applicable law, and/or (ii) any Work was produced prior to the date of this agreement (or is otherwise not subject to the first paragraph of this agreement) then, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you do hereby sell, assign, and transfer to Atomic, its successors and assigns, the entire right, title and interest in and to the Work (including, without limitation, copyright) and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in an to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, you hereby waive and appoint Atomic to assert on your behalf your moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for any purposes.

You hereby understand, represent and warrant that:

- You are solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to, workers’ compensation insurance and that you agree to defend, indemnify and hold Atomic harmless from any and all claims made by any person or entity on account of an alleged failure by you to satisfy any such tax or withholding obligation.
- You recognize that you will have no authority to act on or enter into any contract or understanding, incur any liability or make any representation on behalf of Atomic without first obtaining specific written instructions from an authorized officer of Atomic.
- The Works are and will be wholly original material not published elsewhere (except for material in the public domain), will not infringe any copyright, and will not constitute

a defamation, or invasion of the right of privacy or publicity, or infringement of any other kind, of any third party;

- You have not made nor will you make any agreement that will or might conflict with or impair the complete enjoyment of the rights and privileges granted to Atomic hereunder;
- There are no claims or litigation pending and no threat of any claim or litigation with respect to, concerning or purporting to affect adversely Atomic's right and title in or to the Works;
- As between Atomic and you, Atomic is the sole and exclusive owner in perpetuity throughout the universe of the rights in and to the Work; and
- You shall execute all papers and to perform such other acts as Atomic may deem necessary to secure for Atomic or its designee the rights herein assigned.

It is specifically understood and intended that you are an independent contractor, and nothing herein is intended or shall be deemed to constitute you an employee of Atomic. You acknowledge that you either have engaged your own counsel to advise you with regard to the provisions of this agreement, or, having had the opportunity to engage such counsel, have freely, voluntarily and knowingly elected not to do so.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signed copy of this agreement delivered by facsimile transmission or by e-mail in .pdf format shall for all purposes be treated as an original. Any payment promised for the services to be provided shall be paid in accordance with Atomic's company policy and only in such amounts as agreed upon in writing by the parties.

If the foregoing accurately sets forth our agreement, please sign and date this letter and return it to me.

Sincerely,

AtomicOnline, LLC

Accepted and agreed:

Signature

Date: _____

Printed Name

Address

- By checking this box I represent that I have completed the appropriate tax forms (e.g. W-9) and attached them hereto.