

**ULTRACELL CHALLENGE
INTELLECTUAL PROPERTY ASSIGNMENT**

Intellectual Property Rights Assignment

I hereby explicitly and irrevocably assign to Zilis all intellectual property rights, including all copyrights, in the photographs, written compositions, and all other compositions that I submitted to Zilis in connection with the Promotion (the “**Submissions**”), and acknowledge and agree that Zilis reserves the right to publish, display, modify, create derivative works from, and reproduce the Submissions in any traditional, electronic or on-line media, or any or all content of the Submissions with or without name credit to the entrant.

I hereby warrant that, by entering into this agreement and creating the Submissions, no third-party rights are violated, that the Submissions are original to me, that I have the full power and authority to assign the copyrights and other intellectual property rights to the Submissions, and that neither I nor Zilis need the approval of any other person or entity to effectuate this assignment. I agree to indemnify and hold Zilis harmless from any breach of this agreement or claims by any third party alleging a violation of their rights arising from Zilis’ use of the Submissions (including all costs, expenses, damages, judgments and reasonable attorney fees).