

DEEP DISH PRODUCTIONS OF CHICAGO, LLC  
454 N. Columbus Drive  
Chicago, Illinois 60611

The undersigned party ("Licensor") hereby grants to Deep Dish Productions of Chicago, LLC ("**Producer**") and its successors, licensees and assigns, the full and complete right to use:

**36Love and 36Breakup**

(the "Licensed Material") in and in connection with Producer's production currently entitled "Steve Harvey" (the "Program"), and in and in connection with distribution, exhibition, advertising and exploitation of the Program, by any means whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe. The rights herein granted shall extend to and include Producer's use of the Licensed Material in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or other compensation.

You understand and agree that Producer owns all rights in, and to, the Program and that you will make no claims or demands based upon the use of the Licensed Material for compensation, infringement, or otherwise. Your remedy for any breach of this Agreement shall be limited to an action for monetary damages (if any), and under no circumstances shall you seek to enjoin the production, distribution, exhibition, marketing, promotion, or exploitation of the Program or any derivative work thereof.

Producer shall not be obligated to use the Licensed Material as part of the Program or otherwise, or to broadcast or otherwise exhibit or exploit the Program.

Licensor hereby warrants and represents that it Licensor the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, trademarks, and rights in the likenesses of any people (if any) depicted in the Licensed Material, that it is authorized to enter into and execute this agreement, that nothing of value apart from the Licensed Material was given (or was agreed to be given) to Producer or any other person or entity in exchange for use of the Licensed Material in the Production, that the consent of no other person or entity is required to enable Producer to use the Licensed Material as described herein, and that such use will not violate the rights of any third parties.

The parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, each of their respective parent, subsidiary, and affiliated organizations, and each of their respective agents, employees, successors, and assigns from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of California without regard to the conflicts of law provisions thereof. In any action by the undersigned for breach of any provision hereunder, the undersigned agrees that its exclusive remedy shall be an action at law for damages and in no event shall the undersigned be entitled to injunctive or any other equitable relief. This agreement contains the parties' entire understanding relative to its subject matter. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

**AGREED AND ACCEPTED:**

Licensor

By:

Signature

Date:

**3/12/2015**

**Rose Yao**

Print Name

Title