

Promotional Title: "Rushion's Baker Spotlight" (Series)
Participation: Name, Likeness, Image and Recipe

Term and Conditions

FULL RELEASE AND AUTHORIZATION **FOR NAME, LIKENESS, IMAGE AND DISPLAY OF RECIPE**

I, Baker/Participant, am knowingly and voluntarily participating as stated in the above Promotion (the "Rushion's Baker's Spotlight") Series. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant permission to 3815 Media, Inc., ("Employer/Company"), its subsidiaries and affiliates, their licensees, successors, assigns, agents and those for whom they are acting, my consent and the absolute unrestricted right to utilize my name, likeness, photograph, images, appearance, participation and to display my recipe(s) in the "Rushion's Baker's Spotlight" in any and all manners, formats, and medias now known or hereafter created (whatsoever), throughout the universe, in perpetuity.

I irrevocably agree that my participation and presence of my photographs, recipes and materials, in this series may be edited in 3815 Media, Inc.'s sole discretion. I irrevocably consent to the use of my name, likeness, voice, photographs, images and biographical material (about me) in connection with their publicity, related promotional and exploitation of the series, in perpetuity. I am the 100 percent copyright owner, of the photograph(s) and recipe(s) and there are no other rights holders of whom permission, should be obtained. I fully understand that my 100 percent copyright ownership of the images (provided by me), is a material term of this agreement.

WHEREAS, Participant and Employer agree that the said Participant's responsibilities, deliverables and duties shall be considered as works made for hire, as contemplated and defined in Section 101 of the United States Copyright Act, Title 17, as Amended. 3815 Media, Inc. shall retain all rights to Participant's name, likeness, image, appearance, recipe, photographs, and proceeds resulting from Baker's/Participant's participation in this series, pursuant to the United States Patent & Trademark Office, Common Law, Intellectual Properties and Copyrights, pursuant to the United States Copyright Act, Title 17, as Amended, and is the sole and exclusive owner thereof for all exploitation purposes, in perpetuity. If it deemed that a work for hire relationship does not exist between the parties, I (Baker/Participant) hereby irrevocable assign all rights and interest in Copyright for all terms and renewal terms to 3815 Media Inc. in perpetuity.

I hereby irrevocably release, discharge and agree to hold harmless 3815 Media, Inc, their administrators, parent companies, parent corporations, agents, employees, affiliates, licensees and assigns, from any liability, loss, damage, (including consequential), costs, loss of services, claims, including, without limitation, any claim alleging libel, defamation, invasion of any right of privacy or publicity, personal injury, wrongful death, property damage or expenses (including without limitation, attorneys' fees and costs) or any other cause of action past, present and future, arising from or related to the use of any portrait, picture of the dessert, or of any scene or sequence in which the dessert likeness appears, is produced, broadcast or exploited in any format now known or hereafter created. I specifically agree to indemnify and hold 3815 Media, Inc

harmless from any liability arising or resulting from my actual and or alleged statements, materials, recipes, photographs provided and/or actions or omissions made by me in connection with my participation in this spotlight series.

I hereby acknowledge and agree that the terms of this Baker Spotlight Consent and Release are and shall be kept confidential. Accordingly, I agree that I shall not disclose the terms and provisions to any person or entity (excluding my legal and/or financial advisors, and their respective authorized agents and representatives) not a party hereto. I acknowledge and agree that any such disclosure may cause 3815 Media, Inc irreparable injury and damage to 3815 Media, Inc for which 3815 Media, Inc shall be entitled to seek and obtain injunctive or other equitable relief. The granting of such equitable relief shall not be construed as a waiver of any other rights of 3815 Media, Inc in law or equity.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Baker/Participant does hereby irrevocably acknowledge such employment, and that under the terms of such employment as a Baker/Participant in the "Rushion's Baker's Spotlight" Promotion as a Work For Hire/Independent Contractor knowingly and voluntarily participates in this "Rushion's Baker's Spotlight" Promotion and that any and all rights appertaining thereto, are solely and entirely the property of Employer (3815 Media, Inc.), its successors and assigns, absolutely and forever, for any and all copyright terms, trademark terms and all extension and renewal terms of copyright and trademark whether know known or hereafter created throughout the universe, in perpetuity, and for all uses and purposes whatsoever. Credit may be given for said participation to the Baker/Participant in whole or in part, or not at all at the sole discretion of Employer (3815 Media, Inc.).