

This Agreement made as of the _____ day of _____, 2010.

TRANSFER AND ASSIGNMENT OF COPYRIGHT

BETWEEN:

SINGULAR INVERSIONS INC., a corporation continued under the *Canada Business Corporations Act* and having offices at 3412 – 2191 Yonge St., Toronto, ON. M4S 3H8, Telephone: (416) 932-9587, Fax: (888) 361-7616, Fax: (888) 361-7616 (the "LICENSOR")

AND:

{**COMPANY NAME**}, a corporation incorporated under the laws of the state of {**STATE**}, and having offices at {**ADDRESS**}, {**CITY**}, {**STATE**}, {**POSTAL**}, {**COUNTRY**}, Telephone: {**PHONE#**} (the "CUSTOMER")

TERMS AND CONDITIONS:

LICENSOR and CUSTOMER agree that CUSTOMER will take ownership of Assigned Models subject to the following terms and restrictions.

1. DEFINITIONS. As used in this Agreement:
 - 1.1 "**Software**" means the LICENSOR's FaceGen Modeller 3 software and related data files, as licensed separately by CUSTOMER.
 - 1.2 "**Statistical Data**" means the LICENSOR's FaceGen Custom Mesh statistical shape and color data, as licensed separately by CUSTOMER.
 - 1.3 "**Product**" means CUSTOMER's software product entitled {**PRODUCT NAME**}, including versions for different hardware platforms and/or languages, and associated materials, including patches, expansion packs, sustaining content and marketing materials, but excluding subsequent versions which are sequels to the product which are not offered as a free upgrade.
 - 1.4 "**Models**" means 3D data and associated image maps created by CUSTOMER using Software and/or Statistical Data (or any modification thereof).
 - 1.5 "**Assigned Models**" means Models used in the Product.
 - 1.6 "**Other Models**" means Models not used in the Product.
2. RESTRICTIONS
 - 2.1 CUSTOMER agrees that any proprietary rights to Other Models must be acquired separately. CUSTOMER understands and agrees that nothing in this Agreement grants CUSTOMER any license to possess or use the Software or Statistical Data. Any license to possess or use the Software or Statistical Data must be acquired separately, from the LICENSOR.
3. OWNERSHIP
 - 3.1 Whereas CUSTOMER has paid LICENSOR for this transfer, and CUSTOMER has licensed Software and may have licensed Statistical Data from LICENSOR pursuant to a separate agreement or agreements, notwithstanding these agreements all intellectual property in the Assigned Models is and will remain the sole and exclusive property of CUSTOMER. Nothing in this Agreement will give LICENSOR any proprietary right in or to the Assigned Models, nor shall LICENSOR acquire any rights in or to the Product.
 - 3.2 Notwithstanding the above, CUSTOMER shall acquire no intellectual property rights or other ownership rights in the Software or the Statistical Data.

4. LIMITATIONS OF LIABILITY

- 4.1 CUSTOMER ASSUMES ALL RISK AS TO THE SELECTION, USE, CONDITION, PERFORMANCE AND QUALITY OF THE MODELS.
- 4.2 REPRESENTATIONS AND WARRANTIES. THE LICENSOR REPRESENTS AND WARRANTS THAT THE LICENSOR HAS ALL NECESSARY RIGHTS TO: (i) ENTER INTO THIS AGREEMENT; (ii) PERFORM ALL OF THE LICENSOR'S OBLIGATIONS HEREUNDER; AND (iii) TO GRANT TO CUSTOMER THE RIGHTS GRANTED HEREIN WITHOUT VIOLATING THE RIGHTS OF ANY THIRD PARTY.
- 4.2 IN NO EVENT WILL LICENSOR OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE MODELS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA OR INABILITY TO USE ALL OR ANY PART OF THE MODELS, EVEN IF LICENSOR OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.3 Some states and/or countries do not allow limitations on how long an implied warranty lasts and some states and/or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to CUSTOMER. This warranty gives CUSTOMER specific legal rights, and CUSTOMER may also have other rights which vary from state to state and/or country to country.

5. GENERAL

- 5.1 Any rights not expressly granted in this agreement are specifically and exclusively reserved to and by LICENSOR.
- 5.2 If any provision or portion of a provision of this Agreement is determined to be invalid or unenforceable, then it will be deemed omitted and the remaining provisions of this Agreement will remain in full force and effect.
- 5.3 This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding (a) that body of law known as conflicts of law, and (b) the *International Sale of Goods Act* (British Columbia) and the United Nations Convention on Contracts for the Sale of Goods.
- 5.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes in their entirety any and all prior agreements, representations, statements and undertakings, whether written or oral, with respect to such subject matter.
- 5.5 Neither party hereto shall be liable in any manner for failure or delay in fulfillment of all or part of this Agreement directly or indirectly owing to any causes or circumstances beyond its reasonable control.
- 5.6 Any dispute between the parties relating to this Agreement or the Models which cannot be resolved through mutual negotiation will be resolved by arbitration by a single arbitrator in Vancouver, British Columbia, Canada in accordance with the rules of the British Columbia International Commercial Arbitration Centre. Any such arbitration must be filed no later than one year from the date the dispute arose. CUSTOMER agrees that the dispute resolution procedure set forth in this paragraph is the sole and exclusive means for resolving any dispute between the parties relating to this Agreement or the Models.
- 5.7 This Agreement may be executed in counterpart, each of which, when so executed, will be deemed to be an original copy hereof, and all such counterparts together shall constitute but one single agreement. Each party may deliver a counterpart signature page by facsimile transmission.

6. CONFIRMATION AND AGREEMENT

Each party confirms that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SINGULAR INVERSIONS INC.

Per: _____
Andrew Beatty, President.

{full legal name of licensee}

Per: _____

Name: _____

Title: _____