



20110427000127550 1/3 \$33.00
Shelby Cnty Judge of Probate, AL
04/27/2011 11:28:33 AM FILED/CERT

COPYRIGHT ASSIGNMENT

WHEREAS, Phillip Franks, an individual whose resides at 2905 KNOWWOOD CIRCLE Birmingham, Alabama, and his company, Residential Concepts, Inc., an Alabama corporation with its principal place of business at 800 Curt Hinton Road, Steele, Alabama 35957 (collectively the "Assignors") are the owners of the Works, as described below, and own all right, title, and interest in and to the Works, including the copyright interest therein;

Description of Works: That collection of architectural plans developed by Assignors for Harbar Homes, Inc. and collectively known as the Harbar Homes Plans, including without limitation, Plan Number 27-A: Dated - October 6, 2010, a copy of which is attached hereto as Exhibit A (each individual architectural plan shall be referred to herein as a "Project" and Plan Number 27-A is specifically referred to herein as "Project 27-A").

WHEREAS, from 2001 through 2008, Phillip Franks, acting as an employee of Residential Concepts, Inc., created the Works for Harbar Homes, Inc., an Alabama corporation with its principal place of business located at 107 Bucu Circle, Daphne, Alabama 36526 ("Harbar");

WHEREAS, from 2001 through 2008, Assignors transferred and assigned the Projects comprising the Works to Harbar, which transfer and assignment included the transfer and assignment of Project 27-A in October 2006;

WHEREAS, subsequent to the transfer and assignment of Project 27-A, Assignors made certain revisions to Project 27-A (the "Additional Contributions") for Harbar, with the intent that such Additional Contributions be transferred to Harbar; and

WHEREAS, Harbar and the Assignors desire to enter into this Assignment in order to clarify the title to the Works, including without limitation the title to Project 27-A and the Additional Contributions.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, transfer, assign, convey, and deliver to Harbar all right, title, and interest in and to the Works, including Assignors' copyright interest therein, *nunc pro tunc*, effective as to each Project on the first date that both the Project has been delivered by Assignors to Harbar and Assignors have received payment from Harbar for said Project. Regarding Project 27-A, the effective date of the sale, transfer, assignment, conveyance and delivery is October 30, 2006 for the original Project 27-A plans and December 6, 2006 for the Additional Contributions.

Assignors hereby represent and warrant the following: that the Works and the Additional Contributions are authentic and were created by the Assignors; that all of the information set forth above with respect to the Works and the Additional Contributions is accurate; that Assignors are the rightful, and legal owners of the Works and Additional Contributions and have legal capacity to assign additional rights in and to the Works and the Additional Contributions to

Harbar and to make the representations and warranties given herein; that there is no lien or encumbrance against the Works, the Additional Contributions or title thereto and that upon execution of this Assignment by Assignors and delivery to Harbar of this Assignment, good and marketable title and right to possession of the Works and the Additional Contributions will pass to Harbar. Assignors agree to indemnify, defend, and hold Harbar harmless against any and all losses, liabilities, expenses (including reasonable attorneys' fees and costs) relating to additional breach of any representation or warranty herein.

Assignor further agrees to execute and deliver any documents that may be requested from time to time from and after the date hereof that may reasonably be required to assure and confirm Harbar's rights and title in and to the Works and the Additional Contributions.

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IN WITNESS WHEREOF, the undersigned have duly executed this Assignment effective as of the date set forth above.

Phillip Franks
Phillip Franks

State of Alabama,
County of Jefferson

I, Elizabeth Marbury, a Notary Public in and for said County in said State, hereby certify that Phillip Franks, whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 13 day of October, 2010.

Elizabeth Marbury
Notary Public

(NOTARIAL SEAL)



MY COMMISSION EXPIRES

Whose Commission Expires 04/29/2014

RESIDENTIAL CONCEPTS, INC.

By: Phillip Franks
Name: _____
Its: _____

State of Alabama,
County of Jefferson

I, Elizabeth Marbury, a Notary Public in and for said County in said State, hereby certify that Phillip Franks, whose name is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 13 day of October, 2010.

Elizabeth Marbury
Notary Public

(NOTARIAL SEAL)



MY COMMISSION EXPIRES
04/29/2014

Whose Commission Expires _____