



**IRREVOCABLE ASSIGNMENT AND LETTER OF DIRECTION**

This IRREVOCABLE ASSIGNMENT AND LETTER OF DIRECTION dated as of \_\_\_\_\_ is made by and between \_\_\_\_\_ whose address is \_\_\_\_\_ (the "Royalty Holder"), and Advanced Royalty Tracking LLC, a Delaware limited liability company, whose address is 3050 Post Oak Blvd, Ste 460, Houston, Texas 77056 ("ART").

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Royalty Holder hereby irrevocably grants and assigns to ART, its successors and assigns all of the Royalty Holder’s right, title and interest in and to the right to receive payments of royalties or other compensation (the "Assigned Payments") under the agreements set forth on Schedule 1 hereto under the heading "Royalty Agreements" (each, a "Royalty Agreement") for use of the artistic works set forth on Schedule 1 hereto under the heading "Artistic Works."

The Royalty Holder hereby irrevocably directs the counterparty to each Royalty Agreement to pay, as and when due under the terms of such Royalty Agreement, all amounts otherwise payable to the Royalty Holder to ART at:

Advanced Royalty Tracking LLC  
3050 Post Oak Blvd, Ste 460  
Houston, Texas 77056 ,

or such other address as directed by ART from time to time, until such time ART executes and delivers to such counterparty a cancellation of this Irrevocable Assignment and Letter of Direction.

The Royalty Holder hereby agrees to execute any other assignments, instruments, agreements, certificates or other documents that ART, its successors or assigns deem necessary or appropriate to confirm, exploit or enforce the rights herein granted.

IN WITNESS WHEREOF the undersigned has executed this document as of the date first above written.

ROYALTY HOLDER:

\_\_\_\_\_  
Name:

State of \_\_\_\_\_ )  
  ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known and known to me to be the person described and who executed the foregoing release and did then and there acknowledge to me that he voluntarily executed the same.

\_\_\_\_\_  
Notary Public

SAMPLE

**SCHEDULE 1  
TO THE  
IRREVOCABLE ASSIGNMENT AND LETTER OF DIRECTION**

This Schedule 1 is attached to the Irrevocable Assignment and Letter of Direction, dated as of \_\_\_\_\_ the “Irrevocable Assignment and Letter of Direction”), by and between \_\_\_\_\_ and Advanced Royalty Tracking LLC, a Delaware limited liability company (“ART”).

Royalty Agreements

Artistic Works