

MULTIPLE TITLES

MEMORANDUM OF AGREEMENT, entered into on January 26 19 78 between Fawcett Books, a unit of CBS Consumer Publishing, a division of CBS, Inc. of 1515 Broadway, New York, N.Y. 10036 (hereinafter referred to as the Licensee), and Harcourt Brace Jovanovich whose address is 757 Third Avenue, New York, N.Y. 10017 (hereinafter referred to as the Licensor).

1. In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and other good and valuable consideration the Licensor hereby grants and conveys to the Licensee the sole and exclusive rights to print and publish paperback reprint editions of DREAD COMPANION; POSTMARKED THE STARS; DARK PIPER; OPERATION TIME SEARCH; VICTORY ON JANUS; THE X FACTOR; NIGHT OF MASKS; JUDGMENT ON JANUS; LORD OF THUNDER; CATSEYE; SHADOW HAWK; THE BEAST MASTER; STAR GATE; SEA SIEGE; STAR GUARD; STAR RANGERS; STAR MAN'S SON and HUON OF THE HORN all by Andre Norton in the English language in the United States, its territories and dependencies, the Republic of the Philippines, ~~Japan~~, and Canada as designated by the check mark under Exclusive in the schedule attached hereto and the non-exclusive right to sell elsewhere throughout the world except in the countries designated by the check mark under reserved in the schedule attached hereto, said schedule to be considered an integral part of this agreement. These rights are understood to include those necessary to publish as paperback books and to offer for sale and sell said books as published in the aforementioned territory.

2. During the term of this agreement the Licensor shall not publish or permit any third party to publish and sell the books or any selections therefrom which would be competitive with the Licensee's editions in paperback volume form without the written consent of the Licensee.

3. The Licensor grants to the Licensee the aforesaid rights ~~to such~~ ~~back~~ for a period of seven (7) years from the date on which the Licensee ~~first~~ publishes ~~such~~ book. Such rights shall continue subsequently until terminated by the Licensor. Notice of termination insofar as it pertains to the book in question may be given by the Licensor at any time after the license period, to be effective ninety (90) days thereafter, such notice to be given in writing. If the Licensee fails to keep any one of the books in print during the term of this agreement and fails to reprint said book within ninety (90) days after written request from the Licensor to do so (unless prevented from doing so by circumstances beyond its control), then the Licensor may terminate this agreement insofar as it pertains to the book in question by written notice. After receipt of termination notice in either event, the Licensee shall be permitted by the Licensor to liquidate its existing stock of said book. If the Licensee has put into process a printing of said book during the license term and prior to its receipt of any termination notice, the Licensee shall be permitted by the Licensor to complete the said printing and liquidate the stock when it is available. Liquidation should be within one (1) year. Termination of this agreement shall be without prejudice to the Licensor's rights to monies payable hereunder.

3A. The Licensor agrees that if the total guarantee referred to in Clause #5 is unearned at the end of the license period said term of license shall be extended for a period of one year and will continue in each subsequent year until the guarantee earns out. Said extension shall not exceed three (3) years, or until fully earned, whichever date is earlier.

4. The Licensee agrees not to publish any of the books prior to June 1978 nor later than June 1980. The Licensee may, however, advance or delays its editions of the books to two months prior to the date of the first scheduled release of a motion picture or television movie based on any one of the books. If the Licensee shall fail to publish either of the books within the time provided in this paragraph, except in the event publication is delayed to coincide with the motion picture or television movie based on either of the books, the Licensor may terminate this agreement insofar as it pertains to the book in question ~~which shall become effective six (6) months after~~

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hereunder insofar as it pertains to the book in question shall revert to the Licensor and the Licensee shall not be liable to the Licensor by reason of such non-publication of the book, and the Licensee shall not be required to make any payments of money to the Licensor other than the minimum royalty amount which is provided for upon the signing of this contract as referred to in paragraph 5 hereof.

5. The Licensee agrees to pay to the Licensor the sum of Three Hundred Thirty Six Thousand, Six Hundred Dollars (\$336,600) payable as follows: \$168,300 on signing of this contract and \$168,300 in January 1979, as an advance against royalties to be earned in a common account at the rate of ten per cent (10%) of the retail price per net copy sold in the United States and Canada; on copies sold outside continental United States and Canada, six and two thirds per cent (6 2/3%) of the retail price per net copy sold. Sale of copies to commercial firms for use or resale by them in connection with the sale of their own products, will be subject to the consent of the Licensor at a royalty rate to be mutually agreed upon. The royalty payable on damaged copies shall be five per cent (5%) of the net amount received by the Licensee, except that no royalty shall be paid on any such copies sold at or below cost. In the event the Licensee disposes of copies of the books to a Book Club, the Licensor agrees to accept royalty amounting to five per cent (5%) of the retail price on all copies used by said Club. It is also agreed that no royalty shall be paid on copies destroyed, or given away to promote the sale of the books.

6. The Licensor warrants that the rights herein granted to the Licensee are controlled by the Licensor and are not subject to any prior contract right or lien which may interfere with the rights of the Licensee hereunder; also that the books do not infringe upon any statutory or other copyright, or any right of others whatsoever; also that the books contain no matter which is contrary to law. The Licensor will hold the Licensee harmless against any loss or expense, including counsel fees incurred, arising out of any breach or alleged breach of any of the foregoing warranties. In defending against any claim based on such breach or alleged breach, the Licensee shall have the right to select counsel with the approval of the Licensor.

7. The Licensee shall render statements and make payments to the Licensor as follows: March 31 for the period July 1 - December 31 and September 30 for the period January 1 - June 30.

8. The Licensor agrees to submit to the Licensee a copy of the next work by the same author for which the Licensor has a contract, with the understanding that the Licensee shall have thirty (30) days from receipt of said work to make a satisfactory offer to the Licensor. If terms mutually satisfactory can be agreed upon, there will be no solicitation by the Licensor of bids from outside parties.

9. The Licensor shall furnish to the Licensee upon the signing of this agreement, without cost to the Licensee, six (6) copies of each book. The Licensee agrees to print on the copyright page of each book the copyright notices as contained in the said trade editions. The Licensee at its option, may include any illustrations in the text, and the Licensor shall be responsible for clearing any permissions necessary for reproduction of said illustrations in the Licensee's editions. The Licensee agrees to submit all cover art work and cover copy to the Licensor for approval before proceeding with the manufacture which approval shall not be unreasonably withheld.

10. The Licensee agrees to furnish to the Licensor ten (10) copies of its edition of each book when available, without cost to the Licensor.

11. Anything in this agreement to the contrary notwithstanding, the Licensee shall not itself or through third parties insert or authorize the insertion of any advertising materials of any nature in its reprint of the works, whether such insertion be bound in or not and whether appearing before or after the text or in the body of the text of the

works or on the front and back covers, except upon the prior specific written approval of the Licensor. The foregoing shall not be deemed to prohibit advertising of the Licensee's own titles in back matter succeeding the final page of text of the works or listing inside the back covers.

12. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees. No assignment shall be binding upon either party without written approval of the other.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

In the presence of:

Julien Simonelli

Audrey McEwen

FAWCETT BOOKS, a unit of CBS
Consumer Publishing, a division
of CBS Inc.

BY: [Signature]

Harcourt Brace Jovanovich, Inc.
Licensor

BY: [Signature]
Susan Kamil
Director of Subsidiary Rights

BY: [Signature]
Julian P. Muller
Vice President

DREAD COMPANION
POSTMARKED THE STARS
DARK PIPER
OPERATION TIME SEARCH
VICTORY ON JANUS

THE A FACTOR
NIGHT OF MASKS
JUDGM NT ON JANUS
LORD F THUNDER
THE BEAST MASTER

SHADOW HAWK
STAR GATE
SEA SIEGE
STAR GUARD
STAR RANGERS
STAR MAN'S SON
HUON OF THE HORN

SCHEDULE OF TERRITORIES

Agreement for 18 Andre Norton titles listed hereon
Licensor: Harcourt Brace Jovanovich, Inc.
Licensee: Fawcett Books, a division of CBS, Inc.

Countries marked Exclusive are licensed exclusively to Licensee.
Countries marked Reserved are reserved exclusively to Licensor or Author.
Countries not marked, or not appearing in this schedule are licensed non-exclusively to Licensee, thus "open territory."

Exclusive	Reserved	Exclusive	Reserved
<u>Africa</u>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... AFARS AND ISSAS TERRITORY	SUDAN	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... ALGERIA	SWAZILAND	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... ANGOLA	TANZANIA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... BENIN	TOGO	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... BOTSWANA	TUNISIA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... BURUNDI	UGANDA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... CAMEROON	UPPER VOLTA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... CAPE VERDE ISLANDS	ZAIRE	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... CENTRAL AFRICAN REPUBLIC	ZAMBIA	.....
<input type="checkbox"/>	<input type="checkbox"/>		
..... CHAD	<u>North America</u>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
..... COMORO ISLANDS CANADA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... CONGO MEXICO	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... EGYPT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> ST. PIERRE & MIQUELON	.....
..... EQUATORIAL GUINEA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> UNITED STATES	.....
..... ETHIOPIA	(INCLUDING TERRITORIES AND	
<input type="checkbox"/>	<input type="checkbox"/>	POSSESSIONS, AND PUERTO RICO)	
..... GABON	<u>Central America & West Indies</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... GAMBIA ANGUILLA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... GHANA ANTIQUA & BARBUDA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... GUINEA BAHAMAS	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... GUINEA BISSAU BARBADOS	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... IVORY COAST BELIZE	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... KENYA BERMUDA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... LESOTHO CAYMAN ISLANDS	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... LIBERIA COSTA RICA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... LIBYA CUBA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MADAGASCAR DOMINICA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MALAWI DOMINICAN REPUBLIC	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MALI GRENADA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MAURITANIA GUADELOUPE	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MAURITIUS GUATEMALA	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... MOROCCO HAITI	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... MOZAMBIQUE HONDURAS	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
..... NIGER JAMAICA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... NIGERIA MARTINIQUE	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... REUNION MONTSERRAT	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... RHODESIA NETHERLANDS ANTILLES	.....
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... RWANDA NICARAGUA	.....
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
..... ST. HELENA PANAMA	.....
ASCENSION		<input type="checkbox"/>	<input type="checkbox"/>
TRISTAN DA CUNHA		..... PANAMA CANAL ZONE	.....
<input type="checkbox"/>	<input type="checkbox"/>		
..... ST. TOMÉ & PRINCIPE		
<input type="checkbox"/>	<input type="checkbox"/>		
..... SENEGAL		

South America

- ARGENTINA
- BOLIVIA
- BRAZIL
- CHILE
- COLOMBIA
- EQUADOR
- FALKLAND ISLANDS
- GULANA (FRENCH)
- GUYANA
- PARAGUAY
- PERU
- SURINAM
- URUGUAY
- VENEZUELA

Asia

- AFGHANISTAN
- BAHRAIN
- BANGLADESH
- BHUTAN
- BRUNEI
- BURMA
- CAMBODIA
- CHINA
- HONG KONG
- INDIA
- INDONESIA
- IRAN
- IRAQ
- ISRAEL
- JAPAN
- JORDAN
- KOREA, NORTH
- KOREA, SOUTH
- KUWAIT
- LAOS
- LEBANON
- MACAU
- MALAYSIA
- MALDIVE ISLANDS
- MONGOLIA
- NEPAL
- OMAN
- PAKISTAN
- PHILIPPINE ISLANDS
- QATAR
- SAUDI ARABIA
- SINGAPORE
- SRI LANKA
- SYRIA
- TAIWAN
- THAILAND

Europe

- ALBANIA
- ANDORRA
- AUSTRIA
- BELGIUM
- BULGARIA
- CYPRUS
- CZECHOSLOVAKIA
- DENMARK
- FINLAND
- FRANCE
- GERMANY: FEDERAL REPUBLIC OF GERMANY (WEST).....
- GERMANY: DEMOCRATIC REPUBLIC OF GERMANY (EAST).
- GIBRALTAR
- GREECE
- HUNGARY
- ICELAND
- IRISH REPUBLIC
- ITALY
- LIECHTENSTEIN
- LUXEMBOURG
- MALTA
- MONACO
- NETHERLANDS
- NORWAY
- POLAND
- PORTUGAL
- RUMANIA
- SAN MARINO
- SPAIN
- SWEDEN
- SWITZERLAND
- UNITED KINGDOM
(INCLUDING NORTHERN IRELAND,
ISLE OF MAN AND CHANNEL
ISLANDS)
- VATICAN CITY STATE
- YUGOSLAVIA

Oceania

- AUSTRALIA
- FIJI
- FRENCH POLYNESIA
- GILBERT ISLANDS
- GUAM
- MARLANA, CAROLINE & MARSHALL ISLANDS
- MAURU
- NEW CALEDONIA
- NEW HEBRIDES
- NEW ZEALAND
- PAPUA NEW GUINEA
- SAMOA: AMERICAN