

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PARAMOUNT PICTURES CORPORATION

Plaintiff,

v.

ANTHONY PUZO, AS EXECUTOR OF THE  
ESTATE OF MARIO PUZO

Defendant.

No. 12 Civ. 1268 (AJN)

ECF CASE

**DECLARATION OF NICHOLAS F. DAUM IN SUPPORT OF PLAINTIFF'S MOTION  
TO DISMISS COUNTERCLAIMS**

NICHOLAS F. DAUM declares, under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am admitted to practice *pro hac vice* before this Court in connection with the above-captioned matter and am an attorney associated with Kendall Brill & Klieger LLP, attorneys for plaintiff Paramount Pictures Corporation. I respectfully submit this declaration in support of plaintiff Paramount Pictures Corporation's Motion to Dismiss Counterclaims.

2. Attached hereto as Exhibit A is a true and correct copy of the agreement dated September 3, 1969, between Mario Puzo and Paramount Pictures Corporation (the "Agreement").

3. Attached hereto as Exhibit B is a true and correct copy of the grant of rights dated November 28, 1969, from Mario Puzo to Paramount Pictures Corporation (the "Grant").

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 7, 2012, at Los Angeles, California.

/s/ Nicholas F. Daum

# EXHIBIT A

AGREEMENT made this 3rd day of September, 1969, between  
MARIO PUZO-----  
hereinafter called the AUTHOR, and  
PARAMOUNT PICTURES CORPORATION-----

hereinafter called the PURCHASER.

FIRST: The Author hereby warrants:

(a) That the Author is the sole author of a certain novel-----  
entitled THE GODFATHER (previously entitled "MAFIA")-----

(hereinafter called "said work"), which work is wholly original with the Author and has not been copied in whole or in part from any other work, and that neither said work nor any version or adaptation thereof has ever been published anywhere throughout the world, except as hereinafter mentioned.

(b) That the Author is the sole owner of all rights hereinafter conveyed, granted and assigned to the Purchaser and that there is not now valid or outstanding any right, title or interest in or to or in connection with said work adverse to or inconsistent with the rights hereinafter conveyed, granted and assigned to the Purchaser, or by which any of said rights or the enjoyment thereof by the Purchaser, might be invalidated, impeded or impaired.

(c) That no claim has been made against the Author, and that the Author knows of no claim, that said work infringes the copyright or violates the right of first publication or any other rights in any other work and/or of any person, firm or corporation whatsoever.

(d) That said work was first published with due and proper notice of copyright in the name of Author in the United States of America by G.P. Putnam's Sons as a book on March 10, 1969 and, as so published and copyrighted, was registered for copyright in the United States Copyright Office in the name of Author under Entry Number A:58755.

**SECOND:** The Author hereby conveys, grants and assigns to the Purchaser said work and the manuscripts thereof, together with any and all copyrights therein and all rights now known or hereafter accruing therein and thereto, forever and throughout the world; together with the sole and exclusive right to use said work, in whole or in part, in whatever manner the Purchaser may desire, including, but not limited to, the sole and exclusive rights: to make and cause to be made literary and dramatic and other versions and adaptations of every kind and character of said work or any part or parts thereof and/or any or all of the characters created therein; to produce, perform and represent said work and/or any versions or adaptations thereof, or any part or parts thereof, in any manner or form the Purchaser may desire; to adapt, arrange, change, interpolate in, transpose, add to and subtract from said work to such extent as the Purchaser, in its sole discretion, may desire in connection with any use which the Purchaser may make of said work; to translate said work and/or any versions or adaptations thereof or any part or parts thereof into any and all languages; to use the titles of said work, or any simulations thereof or any other titles which the Purchaser may select, in connection with any uses of said work or any versions or adaptations thereof or any part or parts thereof; to use any or all of the characters created therein and said titles or any simulations thereof in connection with any other works, whether or not the same are based upon or adapted from said work or any part or parts thereof; to combine said work and any part or parts thereof with any other works for any purpose which the Purchaser may desire; to record, reproduce and transmit sound, including spoken words, dialogue, music and/or songs, whether extracted from said work or otherwise, and to change such spoken words, dialogue, music and/or songs, if extracted from said work, and/or to interpolate other spoken words, dialogue, music and/or songs, in or in connection with or as part of the production, reproduction, transmission, exhibition and/or representation of any versions or adaptations which the Purchaser may make of said work, and to make, use, license and vend any and all records or other devices required or desired for any of the aforesaid purposes; to publish said work and/or any versions or adaptations thereof, or any part or parts thereof, and to vend copies thereof; to broadcast by radio broadcasting said work and/or any versions or adaptations and/or any part or parts thereof; to transmit said work and/or any versions or adaptations thereof or any part or parts thereof by television or any other process now known or hereafter to be devised; to copyright, vend and license said work and any such versions or adaptations or any part or parts thereof throughout the world.

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**THIRD:** ~~The Author agrees that the conveyance, grant and assignment herein made to the Purchaser in connection with said work shall also include such a conveyance, grant and assignment with respect to all versions and adaptations of said work, and the Author further agrees to provide the Purchaser with documents evidencing such conveyance, grant and assignment as to each such version and adaptation, whenever request therefor is made by the Purchaser. If any changes in, revisions of, additions to or deletions from said work, including its title, have heretofore been made or may hereafter be made for the purposes of publication, translation, dramatization or otherwise, or if any other versions have heretofore been made or may hereafter be made (in any form whatsoever), whether such changes, revisions, additions, deletions and other versions have originated with the Author or others under a license from the Author, the Purchaser shall have the same rights in and to such changes, revisions, additions, deletions and other versions as have been conveyed, granted and assigned hereunder to the Purchaser in and to said work; it being understood and agreed that all such changes, revisions, additions, deletions and other versions upon the creation thereof shall be and constitute a part of said work.~~

**FOURTH:** The Author agrees that the Author will, prior to the expiration of any copyright or copyrights in said work or any versions or adaptations thereof (as the same may be extended), renew or extend or procure the renewal or extension of any such copyright or copyrights, and will convey, grant and assign to the Purchaser such renewal or extension of copyright and the rights herein conveyed, granted and assigned for such renewal or extended term. The Author hereby irrevocably appoints the Purchaser as the attorney-in-fact of the Author to execute, deliver and record, on behalf of the Author and in the name of the Author or otherwise, any and all documents necessary or proper to secure the renewal or extension of any such copyright or copyrights and all

rights therein and thereto for the term of such renewal or extension, and to execute, deliver and record, on behalf of the Author and in the name of the Author or otherwise, any and all assignments and other documents necessary or proper to convey, grant and assign to the Purchaser such renewal or extension of copyright and the rights herein conveyed, granted and assigned, for the term of such renewal or extension. The Author agrees that, in the event that the present Copyright Law of the United States of America, or of any other country where said work and such versions or adaptations thereof are or may hereafter be protected by copyright, shall be amended or changed or a new Copyright Law enacted, so that the term of copyright is extended or enlarged, the Purchaser shall forthwith and automatically become entitled to such renewal or extension of copyright and all the rights herein conveyed, granted and assigned to the Purchaser.

**FIFTH:** The Author agrees to execute and deliver to the Purchaser and to provide the Purchaser with any and all further documents necessary or proper to evidence or secure to the Purchaser the copyright and the rights herein conveyed, granted and assigned to the Purchaser and to perfect the record thereof.

**SIXTH:** The Author further agrees to indemnify and save harmless the Purchaser, its successors and assigns and its and their licensees, against all damages, losses, settlements, judgments, expenses and costs, including reasonable counsel fees, suffered, made, incurred or assumed by the Purchaser or its successors or assigns or its or their licensees, in its or their discretion and without obtaining any consent in connection therewith, growing out of or by reason of any breach of any warranty, undertaking, representation, agreement or certification made or entered into herein or hereunder by the Author.

**SEVENTH:** (a) The Author hereby grants to the Purchaser the right to use, and to license, cause or permit others to use, the name of the Author in connection with any use, version or adaptation which the Purchaser may make of said work or any version or adaptation thereof and in connection with the advertising or publicity thereof, whether or not the same shall be substantially based upon said work or any such version or adaptation thereof. The Author agrees that, except as provided in Subdivision (b) of this Paragraph SEVENTH, the Purchaser shall not be required to announce the name of the Author in or in connection with any such use, version or adaptation, or in connection with any advertising or publicity issued by the Purchaser in connection with any such use, version or adaptation, whether or not the Purchaser shall elect to announce in or in connection with any such use, version or adaptation or such advertising or publicity thereof the name or names of the author or authors of the screenplay or other version or adaptation thereof.

(b) The Purchaser agrees, however, to announce on the film of any motion picture photoplay that may be produced by it hereunder and substantially based upon or adapted from said work or any version or adaptation thereof, substantially incorporating the plot, theme, characterizations, motive and treatment of said work or any version or adaptation thereof, that said motion picture photoplay is based upon or adapted from or suggested by a work written by the Author, or words to that effect, and, if the Purchaser shall so elect, upon such other material as may be incorporated in any such motion picture photoplay, with or without the names of the authors of such other material.

~~(c) The Author hereby acknowledges that the Author's pseudonym is~~

~~and the Author hereby grants to the Purchaser the right also to use the Author's pseudonym in connection with said work. The Purchaser agrees that the Author's pseudonym shall be used in any announcements of the Author's name pursuant to Subdivision (b) of this Paragraph SEVENTH.~~

(d) No casual or inadvertent failure to comply with any of the provisions of this paragraph SEVENTH shall be deemed a breach of this agreement by the Purchaser.

**EIGHTH:** Nothing contained in this agreement shall be construed to be or operate in derogation of or prejudicial to any rights, licenses, privileges or property which the Purchaser may enjoy or to which the Purchaser may be entitled as a member of the public even if this agreement were not in existence, and the Purchaser may exercise such rights, licenses, privileges and property which the Purchaser may enjoy or to which the Purchaser may be entitled as a member of the public as though this agreement were not in existence. The rights granted in this agreement by the Author to the Purchaser and the representations, warranties, undertakings and agreements made in this agreement by the Author shall endure in perpetuity and shall be in addition to any rights, licenses, privileges and property of the Purchaser referred to in the first sentence of this Paragraph EIGHTH.

**NINTH:** In full consideration for the rights herein conveyed, granted and assigned and agreed to be conveyed, granted and assigned and the representations, warranties, undertakings and agreements made in this agreement by the Author, the Purchaser hereby agrees to pay to William Morris Agency, Inc., 1350 Avenue of the Americas, New York, New York, as agent for the Author, and the Author hereby authorizes the Purchaser to pay to said agent, whose receipt shall be binding upon the Author, upon the execution and delivery hereof, in lawful money of the United States of America, the sum of FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) less the sum of TWELVE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$12,500.00), receipt of which is hereby acknowledged, consisting of NINE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$9,500.00) paid to me upon execution of the option agreement and THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) paid to me upon delivery of the novel (to wit: the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$37,500.00)). In addition, Purchaser agrees to pay Author's agent as above the additional sums as follows: (i) The sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) if the novel is adopted by any one of the following: Book-of-the-Month Club, Literary Guild Book Club or The Reader's Digest; (ii) The sum of TWENTY-FIVE CENTS (\$.25) per copy for each copy of the regular hard cover trade edition sold by the publisher of the novel in the United States and Canada but only during the first three (3) years after first publication, in excess of 50,000 copies and only for the next 100,000 copies, provided, however, it is agreed that the foregoing payment computation shall be made only with respect to sales of the trade edition with respect to which Author is entitled to receive or be credited with royalties, and further provided, that in no event shall Author be entitled to receive under this subparagraph (ii) any sums in excess of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00).

Notwithstanding anything to the contrary contained in this Paragraph NINTH relating to payments to Author, Purchaser agrees that the total amount of such payments to be remitted to Author in any one calendar year shall not exceed TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00). Any balance due Author shall be accumulated by Purchaser and paid on the 15th day of January of each succeeding year until such January 15th date is reached when all of such balance has been remitted to Author. All sums accumulated hereunder shall be paid without interest and shall not be deemed to have been held in trust by Purchaser.-----

**TENTH:** With respect to each payment to be made by the Purchaser pursuant to this agreement, it is expressly understood and agreed that should the Purchaser for any reason whatever fail to make such payment as hereinabove provided, the Purchaser shall not be deemed in default hereunder unless and until, following such failure, the Author shall have given the Purchaser written notice demanding such payment and the Purchaser shall have failed to make such payment within one (1) week after the Purchaser's receipt of said notice. In any event, the Purchaser's liability for any such default and the Author's rights and remedies therefor shall be limited to the payment of money only, not exceeding the amount of any payment provided for in this agreement, and in no event shall any of the rights acquired or to be acquired by the Purchaser hereunder be affected or impaired.

**ELEVENTH:** Any notice or matter required or desired to be given or submitted hereunder shall be in writing and shall be addressed to the Purchaser, one copy at 1501 Broadway, New York,

New York 10036, and one copy at 5451 Marathon Street, Hollywood, California 90038, and shall be addressed to the Author c/o William Morris Agency, Inc., 1350 Avenue of the Americas, New York, New York

or to such other addresses as the parties hereto may hereafter designate in writing, and shall be sufficiently given or submitted by personal delivery thereof to the other party at the aforesaid addresses, or by telegraphing or by mailing the same in a postpaid wrapper addressed to the other party as aforesaid, and the date of such delivery, telegraphing or mailing shall be the date of the giving of such notice. In the event that the last day on which the parties hereto are empowered to give notice pursuant to any provisions of this agreement, or to perform any other act which the parties are required or may desire to perform under or in connection with this agreement, should fall on a Saturday, Sunday or holiday, then, in that event, the parties shall have until the end of the first full business day following said Saturday, Sunday or holiday within which to give such notice or to perform such act. It is further agreed that, if any date established by any notice for the commencement of any period or the performance of any other act shall fall on a Saturday, Sunday or holiday, then such commencement date for such period or such date for the performance of any such act shall be extended until the close of the first full business day following said Saturday, Sunday or holiday.

**TWELFTH:** The term "Author", as used herein, shall include all the authors of said work named herein, and all the terms, covenants, conditions and other provisions hereof shall be binding upon all such authors, jointly and severally.

**THIRTEENTH:** This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and licensees, and the rights herein conveyed, granted and assigned, and agreed to be conveyed, granted and assigned, may be freely assigned in whole or in part by the Purchaser, its successors and assigns.

**THIRD (Substituted):** The Author agrees that the conveyance, grant and assignment herein made to the Purchaser in connection with said work shall also include such a conveyance, grant and assignment with respect to all versions and adaptations and publications of said work, and further agrees to provide the Purchaser with documents evidencing such conveyance, grant and assignment as to each such version, adaptation and publication, whenever request therefor is made by the Purchaser. The Author further agrees ~~and warrants~~ that he has not and will not publish or permit the publication of said work or any versions or adaptations thereof unless the same shall be duly copyrighted in the United States of America and duly registered for copyright in the Copyright Office of the United States of America, and that, in all publications of said work and any such versions and adaptations thereof, all provisions of the Universal Copyright Convention will be abided by and conformed to in all respects, and the Author further agrees to notify the Purchaser, or to cause the publisher of said work or any versions or adaptations thereof to notify the Purchaser, whenever the Author or such publisher, as the case may be, shall authorize the publication of said work or any versions or adaptations thereof.

FOURTEENTH: The Author hereby grants to the Purchaser, for advertising and exploitation purposes, the sole and exclusive rights, forever and throughout the world, to make, publish and copyright, or cause to be made, published and copyrighted, in the name of the Purchaser or its nominee, serially or otherwise, in any and all languages: synopses, scenarios and fictionized versions (each not exceeding seventy-five hundred (7,500) words in length), with or without illustrations of any type or kind whatsoever, of any motion picture photoplays made pursuant to this agreement and based principally upon said work, but with respect to any motion picture photoplays not based principally upon said work there shall be no limitation in length; and picture books, comic books, cartoon books and cartoon strips, with or without literary matter, captions or dialogue, based upon, adapted from or suggested by any motion picture photoplays made pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents in the day and year first above written.

PARAMOUNT PICTURES CORPORATION

By

Title

MARIO PUZO

CAS/sg

# EXHIBIT B

KNOW ALL MEN BY THESE PRESENTS, That, for a valuable consideration, receipt whereof is hereby acknowledged:

FIRST: The undersigned, MARIO PUZO-----

hereinafter referred to as the AUTHOR, hereby conveys, grants and assigns to PARAMOUNT PICTURES CORPORATION-----

hereinafter referred to as the PURCHASER:

(a) The novel----- written by the Author, entitled THE GODFATHER (previously entitled MAFIA)----- which was first published with due and proper notice of copyright in the name of Author in the United States of America by G.P. Putnam's Sons as a book on March 10, 1969, and as so published, was registered for copyright in the United States Copyright Office in the name of Author under Entry Number A:58755-----

(hereinafter called "said work"), which work, or any versions or adaptations thereof, has never been published anywhere throughout the world, and the manuscripts thereof, together with any and all copyrights therein and all rights now known or hereafter accruing therein and thereto, forever and throughout the world; together with the sole and exclusive right to use said work, in whole or in part, in whatever manner the Purchaser may desire, including, but not limited to, the sole and exclusive rights: to make and cause to be made literary and dramatic and other versions and adaptations of every kind and character of said work or any part or parts thereof and/or any or all of the characters created therein; to produce, perform and represent said work and/or any versions or adaptations thereof, or any part or parts thereof, in any manner or form the Purchaser may desire; to adapt, arrange, change, interpolate in, transpose, add to and subtract from said work to such extent as the Purchaser, in its sole discretion, may desire in connection with any use which the Purchaser may make of said work; to translate said work and/or any versions or adaptations thereof or any part or parts thereof into any and all languages; to use the titles of said work, or any simulations thereof or any other titles which the Purchaser may select, in connection with any uses of said work or any versions or adaptations thereof or any part or parts thereof; to use any or all of the characters created therein and said titles or any simulations thereof in connection with any other works, whether or not the same are based upon or adapted from said work or any part or parts thereof; to combine said work and any part or parts thereof with any other works for any purpose which the Purchaser may desire; to record, reproduce and transmit sound, including spoken words, dialogue, music and/or songs, whether extracted from said work or otherwise, and to change such spoken words, dialogue, music and/or songs, if extracted from said work, and/or to interpolate other spoken words, dialogue, music and/or songs in or in connection with or as part of the production, reproduction, transmission, exhibition and/or representation of any versions or adaptations which the Purchaser may make of said work, and to make, use, license and vend any and all records or other devices required or desired for any of the aforesaid purposes; to publish said work and/or any versions or adaptations thereof, or any part or parts thereof, and to vend copies thereof; to broadcast by radio broadcasting said work and/or any versions or adaptations and/or any part or parts thereof; to transmit said work and/or any versions or adaptations thereof or any part or parts thereof by television or any other process now known or hereafter to be devised; to copyright, vend and license said work and any such versions or adaptations or any part or parts thereof throughout the world.

(b) The right, in the name of the Author, when necessary, but for the benefit of the Purchaser, to institute and prosecute any and all actions or proceedings at law or in equity for the violation, impairing or impeding of any of the rights, licenses, privileges and property herein and in the agreement referred to in Paragraph FOURTH hereof between the parties hereto, conveyed, granted and assigned or for the infringement of the copyright in said work through the medium of motion pictures or through any other medium tending to impede, impair or diminish the use and enjoyment by the Purchaser, or any of its successors, assigns or licensees, of such rights, licenses, privileges and property herein and in said agreement conveyed, granted and assigned, and to recover damages and other sums allowed by law or statute therefor, upon condition that the Purchaser indemnify and hold harmless the Author against any court costs by reason of such action or proceeding.

SECOND: The Author hereby agrees:

(a) SEE Paragraph SECOND (a) below.

~~(a) That the conveyance, grant and assignment herein made to the Purchaser in connection with said work shall also include such a conveyance, grant and assignment with respect to all versions and adaptations of said work, and the Author further agrees to provide the Purchaser with documents evidencing such conveyance, grant and assignment as to each such version and adaptation, whenever request therefor is made by the Purchaser. If any changes in, revisions of, additions to or deletions from said work, including its title, have heretofore been made or may hereafter be made for the purposes of publication, translation, dramatization or otherwise, or if any other versions have heretofore been made or may hereafter be made (in any form whatsoever), whether such changes, revisions, additions, deletions and other versions have originated with the Author or others under a license from the Author, the Purchaser shall have the same rights in and to such changes, revisions, additions, deletions and other versions as have been conveyed, granted and assigned hereunder to the Purchaser in and to said work; it being understood and agreed that all such changes, revisions, additions, deletions and other versions upon the creation thereof shall be and constitute a part of said work.~~

(b) SEE Paragraph SECOND (b) below:

~~(b) (c)~~ (c) That the Author will, prior to the expiration of any copyright or copyrights in said work or any versions or adaptations thereof (as the same may be extended), renew or extend or procure the renewal or extension of any such copyright or copyrights, and will convey, grant and assign to the Purchaser the rights herein conveyed, granted and assigned for such renewal or extended term. The Author hereby irrevocably appoints the Purchaser as the attorney-in-fact of the Author to execute, deliver and record, on behalf of the Author and in the name of the Author or otherwise, any and all documents necessary or proper to secure the renewal or extension of any such copyright or copyrights and all rights therein and thereto for the term of such renewal or extension, and to execute, deliver and record, on behalf of the Author and in the name of the Author or otherwise, any and all assignments and other documents necessary or proper to convey, grant and assign to the Purchaser the rights herein conveyed, granted and assigned, for the term of such renewal or extension. The Author agrees that, in the event that the present Copyright Law of the United States of America, or of any other country where said work and such versions or adaptations thereof are or may hereafter be protected by copyright, shall be amended or changed or a new Copyright Law enacted, so that the term of copyright is extended or enlarged, the Purchaser shall forthwith and automatically become entitled to all the rights herein conveyed, granted and assigned to the Purchaser for such extended or enlarged term.

THIRD: The term "Author", as used herein, shall include all the authors of said work named herein, and all the terms, covenants, conditions and other provisions hereof shall be binding upon all such authors, jointly and severally.

FOURTH: This assignment is made and delivered pursuant to the terms, covenants, conditions and other provisions contained in the agreement dated September 3, 1969 between MARIO PUZO and PARAMOUNT PICTURES CORPORATION-----

and the rights conveyed, granted and assigned, and agreed to be conveyed, granted and assigned, hereunder and under said agreement shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and licensees, and the rights herein conveyed, granted and assigned, and agreed to be conveyed, granted and assigned, may be freely assigned in whole or in part by the Purchaser, its successors, assigns and licensees.

SECOND (a): That the conveyance, grant and assignment herein made to the Purchaser in connection with said work shall also include such a conveyance, grant and assignment with respect to all versions and adaptations and publications of said work, and further agrees to provide the Purchaser with documents evidencing such conveyance, grant and assignment as to each such version, adaptation and publication, whenever request therefor is made by the Purchaser. The Author further agrees that he will not publish or permit the publication of said work or any versions or adaptations thereof

unless the same shall be duly copyrighted in the United States of America and duly registered for copyright in the Copyright Office of the United States of America, and that, in all publications of said work and any such versions and adaptations thereof, all provisions of the Universal Copyright Convention will be abided by and conformed to in all respects, and the Author further agrees to notify the Purchaser, or to cause the publisher of said work or any versions or adaptations thereof to notify the Purchaser, whenever the Author or such publisher, as the case may be, shall authorize the publication of said work or any versions or adaptations thereof.

SECOND (b): That the conveyance, grant and assignment herein made to the Purchaser in connection with said work shall also include for advertising and exploitation purposes, the sole and exclusive rights, forever and throughout the world, to make, publish and copyright, or cause to be made, published and copyrighted, in the name of the Purchaser or its nominee, serially or otherwise, in any and all languages: synopses, scenarios, and fictionized versions (each not exceeding seventy-five hundred (7,500) words in length), with or without illustrations of any type or kind whatsoever, of any motion picture photoplays made pursuant to this agreement and based principally upon said work, but with respect to any motion picture photoplays not based principally upon said work there shall be no limitation in length; and picture books, comic books, cartoon books and cartoon strips, with or without literary matter, captions or dialogue, based upon, adapted from or suggested by any motion picture photoplays made pursuant to this agreement.

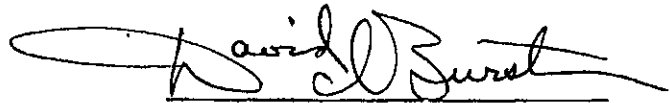
IN WITNESS WHEREOF, the undersigned has executed this agreement the 28<sup>th</sup> day of November, 1969.

  
MARIO PUZO

CAS/sg

STATE OF NEW YORK     )  
                              )     ss.:  
COUNTY OF NEW YORK    )

On this 28<sup>th</sup> day of November, 1969,  
before me personally came Mario Puzo  
to me known, who being by me duly sworn, did depose and  
say that he resides at Bay Shore, Long Island  
and that he is the person whose name is subscribed to the  
within instrument and acknowledged that he executed the  
same for the purpose therein contained.



DAVID I. BURSTEN  
NOTARY PUBLIC, State of New York  
No. 60-0512485  
Qualified in Westchester County  
Term Expires March 30, 1971