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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
YESH MUSIC, LLC,

Case No.: 19-cv-9163

Plaintiff,

ECF CASE

v.

**COMPLAINT AND JURY DEMAND
FOR DAMAGES FOR COPYRIGHT
INFRINGEMENT**

ECOAGRICULTURE PARTNERS, CORNELL
UNIVERSITY, and GROUNDSWELL CENTER
FOR FOOD AND PLANNING,

Defendants.

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Plaintiff YESH MUSIC, LLC, by and through the undersigned counsel, brings this Complaint and Jury Demand against defendants ECOAGRICULTURE PARTNERS (“ECOAGRICULTURE”), CORNELL UNIVERSITY (“CORNELL”), and GROUNDSWELL CENTER FOR FOOD AND PLANNING (“GROUNDSWELL”) for damages based on copyright infringement and related claims pursuant to the Copyright Act, 17 U.S.C. §§ 101, et seq. (“the Copyright Act” or “Act”), the Copyright Remedies Clarification Act, 17 U.S.C. § 511(a), and violations of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1202-03. Plaintiff alleges below, upon personal knowledge as to itself, and upon information and belief as to other matters so indicated.

JURISDICTION AND VENUE

1. This court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 (federal question jurisdiction) and 1338(a) (jurisdiction over copyright actions).
2. This Court has jurisdiction over each of the defendants because each is a New York entity, with significant land holdings in New York.
3. This Court is the convenient because each of the defendants own land in New York City or has significant contacts with is Judicial District.
4. Defendant CORNELL states on its website

Cornell has been part of the fabric of New York City for more than 100 years. Across the five boroughs, Cornell students live and learn, faculty conduct research to solve urgent needs, alumni lead in law, finance, healthcare, media, tech and other major industries, and community partners join us to raise the quality of life for thousands of New Yorkers.
5. The defendant CORNELL owns and operates the Cornell University Cooperative Extension-NYC, located at 445 E. 148th St., Bronx, New York.
6. The defendant CORNELL owns and operates the Weill Cornell Medical Center located at 525 E. 68th St., Manhattan, New York.
7. The defendant CORNELL owns and operates the Cornell Tech, located at 2 W. Loop Rd., Roosevelt Island, New York.
8. The defendant CORNELL owns and operates the Weill Cornell Medicine, located at 850 Third Ave., Manhattan, New York.
9. The defendant CORNELL owns and operates the Office of Investments, located at 1155 Avenue of the Americas, Manhattan, New York.
10. The defendant CORNELL owns and operates the Alumni Affairs and Development, located at 230 Park Ave., Manhattan, New York.

11. The defendant CORNELL owns and operates the New York-Presbyterian/Lower Manhattan Hospital, located at 170 William St., Manhattan, New York.

12. The defendant CORNELL owns and operates the Architecture, Art and Planning NYC, located at 26 Broadway, Manhattan, New York.

13. The defendant CORNELL owns and operates the Architecture, Art and Planning NYC, located at 26 Broadway, Manhattan, New York.

14. The defendant ECOAGRICULTURE owns and operates the Landscape Working Group which was first announced in New York City and operates out of the Cornell Tech campus located at located at 2 W. Loop Rd., Roosevelt Island, New York.

15. The defendant ECOAGRICULTURE has a new climate smart agriculture training curriculum in development, which was we announced it at Climate Week in New York City.

16. The defendant ECOAGRICULTURE has partnered with the Center for Biodiversity and Conservation of the American Museum of Natural History and the New York City Soil & Water Conservation District. The group jointly sponsored “Living With Nature”, a conference on Sustaining the New York Metropolitan Region’s Biodiversity Through Local Action.

17. The defendant ECOAGRICULTURE’s advisory board is comprised of dix members, two of which reside in this Judicial District.

18. Defendant GROUNDSWELL committed a tortious act in the state, and the effect was felt in this Judicial District.

19. Defendant GROUNDSWELL frequently appears in this Judicial District.

20. On June 19, 2019, GROUNDSWELL appeared at Project Farm House.

21. Defendant GROUNDSWELL advertises on its website for Heather Stadford whose mission is “to provide farm to table sustainable meat to the community through their retail butcher shop, CSA-box program in New York City”.

22. At the CFF Annual Gathering held in June 2019 in New York City, defendant GROUNDSWELL appeared to receive the Champions Award.

23. It does not violate the defendants’ due process rights as each of them has significant contacts, and is intertwined with New York City.

24. There are no due process concerns in light of the fact that defendant committed an intentional tort that it knew had an effect in this Judicial District.

PARTIES

25. Plaintiff YESH MUSIC, LLC is a New York limited liability company with a headquarters located at 75-10 197th St, 2nd Floor, Flushing, NY 11366.

26. Upon information and belief, defendant ECOAGRICULTURE PARTNERS is a partnership with a principal place of business located at 3057 Nutley Street NW, Suite 193, Fairfax, VA 22031.

27. Upon information and belief, defendant CORNELL UNIVERSITY is an educational institution and healthcare provider in both Ithaca and New York City. CORNELL can be served process at 2 W Loop Rd, New York, NY 10044.

28. Upon information and belief, defendant GROUNDSWELL CENTER FOR FOOD AND FARM PLANNING is an unincorporated association that provides paid workshops and operates a farm and greenhouse in Ithaca New York. GROUNDSWELL’s primary place of business is located at 225 S Fulton St a, Ithaca, NY 14851.

FACTS

29. Plaintiff is the sole beneficial owner by assignment of an original musical work titled Time (Ambient), U.S. Copyright Registrations Nos. SR 713-318 (the “Copyrighted Recording”). See **Exhibits 1 and 2**.

30. Defendant ECOAGRICULTURE describes its mission as: “To support diverse individuals and organizations at the local, national and international levels to promote sustainable landscapes worldwide.”

31. Defendant CORNELL is an educational institution and healthcare provider in Ithaca and New York City.

32. Defendant GROUNDSWELL describes itself as follows “Groundswell empowers people from diverse backgrounds with skills, knowledge, and access to resources, so we can work together to build a more just, sustainable food system.”

33. Defendants ECOAGRICULTURE and CORNELL created a video advertisement for several farming related entities. They then distributed the subject video advertisement broadly, in an effort to increase support for the featured farming related entities.

34. Defendants ECOAGRICULTURE and CORNELL synchronized plaintiff’s Copyrighted Recording, in full, to the subject advertisement without license or authority.

35. Defendant GROUNDSWELL was one of the entities featured on the subject advertisement, and GROUNDSWELL posted the subject advertisement on YouTube where it could be viewed by the general public.

36. Defendant GROUNDSWELL posted the subject advertisement is an obvious effort to increase support for its programs, and attract attendees to its paid work-shops.

37. Defendants GROUNDSWELL and ECOAGRICULTURE were served with a notice to cease and desist by plaintiff on or about August 12, 2019. The defendants elected to ignore the notice.

38. Defendants GROUNDSWELL and ECOAGRICULTURE were served with a notice to cease and desist by plaintiff's counsel on or about August 30, 2019. The defendants elected to ignore the notice.

39. Defendants infringed plaintiff's exclusive rights to copy, synchronize, distribute, and publicly display the Copyrighted Recording as set forth in 17 U.S.C. § 106 and elsewhere.

40. Defendants' utter disregard for plaintiff's rights, entitled plaintiff to an election of enhanced damages as set forth in 17 U.S.C. § 504(c)(2). As a result, plaintiff may elect an enhanced statutory damage award of up to \$150,000, but in case less than \$30,000.

41. Plaintiff first became aware of defendant's infringement in September 2019 after significant due diligence, and a lot of luck.

42. Plaintiff immediately sent a cease and desist to defendant.

43. Defendants had no authority to synchronize plaintiff's Copyrighted Recording

44. Defendants did not include any identifying information in the subject video which would have allowed plaintiff to identify defendant's use of the Copyrighted Recording.

45. Specifically, the subject advertisement omits the Copyrighted Recording's title, album name, author, label, and copyright owner. Consequently, the subject advertisement did not appear in dozens of searches conducted each year by plaintiff.

46. Defendants' failure to include any copyright management information is a violation of 17 U.S.C. § 1202 – the DMCA. Plaintiff is entitled to up to \$25,000 for each violation of the DMCA pursuant to Section 1203 of the DMCA.

**FIRST CLAIM FOR RELIEF
COPYRIGHT INFRINGEMENT**

47. Plaintiff incorporates the allegations contained in the preceding paragraphs as if set forth here at length here.

48. It cannot be disputed that the plaintiff has a valid, registered copyright, and owns all rights to the Copyrighted Recording.

49. Defendants without authority from plaintiff, reproduced, synchronized, publicly displayed, and/or publicly distributed plaintiff's Copyrighted Recording through the subject advertisement. Defendants created for the subject video sole purpose of commercial gain.

50. Defendants' use of the Copyrighted Recording was not for criticism, comment, news reporting, teaching, scholarship, or research.

51. Defendants' use was not transformative.

52. Defendants elected to reproduce, synchronize, and distribute plaintiff's Copyrighted Recording, using the entirety of the song, without a license.

53. As a direct and proximate result of defendants' infringement of plaintiff's exclusive rights to the Copyrighted Recording as set forth in Section 106 of the Act, plaintiff has incurred damages, and requests an award of defendant's profits, and plaintiff's loss, plus costs, interest, and attorneys' fees. Plaintiff may also elect to recover statutory damages pursuant to 17 U.S.C. § 504(c)(2) for willful infringement/reckless disregard of up to \$150,000, but not less than \$30,000.

**SECOND CLAIM FOR RELIEF
VIOLATION OF DMCA OF 1998, AS AMENDED,
17 U.S.C. §§ 1201, et seq.**

54. Plaintiff incorporates the allegations contained in the preceding paragraphs as if set forth at length here.

55. Section 1202 provides in part: “(b) [n]o person shall, without the authority of the copyright owner or the law - (1) intentionally remove or alter any copyright management information, [or] (3) distribute . . . works [or] copies of works . . . knowing that copyright management information has been removed or altered without authority of the copyright owner or the law, knowing, or having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any right under this title.” 17 U.S.C. § 1202(b).

56. The DMCA states: “[d]efinition.—As used in this section, the term “copyright management information” means any of the following information conveyed in connection with copies or phonorecords of a work or performances or displays of a work, including in digital form, except that such term does not include any personally identifying information about a user of a work or of a copy, phonorecord, performance, or display of a work: (1) The title and other information identifying the work, including the information set forth on a notice of copyright. (2) The name of, and other identifying information about, the author of a work. (3) The name of, and other identifying information about, the copyright owner of the work, including the information set forth in a notice of copyright. (4) With the exception of public performances of works by radio and television broadcast stations, the name of, and other identifying information about, a performer whose performance is fixed in a work other than an audiovisual work. (5) With the exception of public performances of works by radio and television broadcast stations, in the case of an audiovisual work, the name of, and other identifying information about, a writer, performer, or director who is credited in the audiovisual work. (6) Terms and conditions for use of the work. (7) Identifying numbers or symbols referring to such information or links to such information. (8) Such other information as the Register of Copyrights may prescribe by regulation, except that the Register of Copyrights may not require the provision of any

information concerning the user of a copyrighted work.” 17 U.S.C. § 1202(C); S.Rep. No. 105-190 (1988), note 18.

57. Plaintiff always distributes its Recordings, including the Copyrighted Recording, with embedded copyright management information including the title, author, label, and copyright owner.

58. Defendants could not have obtained a copy of the master recording for the Copyrighted Recording without this information.

59. Master recordings are tightly controlled by plaintiff to prevent unauthorized commercial use – like the subject use at issue here.

60. A master recording is an authenticated and unbroken version of a musical Recording (typically 96 kHz / 24 bit) with the highest-possible resolution—as flawless as it sounded in the mastering suite.

61. Defendants’ subject advertisement is synchronized to a very high resolution copy of the Copyrighted Recording. This high-resolution version cannot be obtained without copyright management information being included.

62. Defendants removed plaintiff’s copyright management information, and copied, synchronized, publicly displayed, and/or distributed the Copyrighted Recording.

63. Defendants failed to include any information which identified the Copyrighted Recording, the author of the Copyrighted Recording, the owner of any right in the Copyrighted Recording, or information about the terms and conditions of use of the Copyrighted Recording.

64. Defendants violated the DMCA each time it wrongfully distributed the Amity Advertisement.

65. Defendants did the forgoing with the intent to conceal the infringement.

66. Plaintiff seeks award of statutory damages for each violation of Section 1202 of the DMCA in the sum of \$25,000.

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment against defendants, and awarding plaintiff as follows:

1. restitution of defendants' unlawful proceeds in excess of plaintiff's actual damages;
2. compensatory damages in an amount to be ascertained at trial;
3. a statutory damage award including all penalties authorized by the Copyright Act (17 U.S.C. §§ 504(c)(1), 504(c)(2));
4. an award of statutory damages for each violation by defendant of the DMCA, 17 U.S.C. § 1202;
5. reasonable attorneys' fees and costs (17 U.S.C. § 505);
6. pre- and post-judgment interest to the extent allowable; and,
7. such other and further relief that the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: October 3, 2019
New York, New York

GARBARINI FITZGERALD P.C.

By: 
Richard M. Garbarini (RG 5496)

Exhibit 1

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number

SR 713-315

Effective date of
registration:

October 5, 2012

Title

Title of Work: Time (Ambient)

Completion/Publication

Year of Completion: 2009

Date of 1st Publication: August 15, 2009

Nation of 1st Publication: United States

Author

■ Author: John Keith Emanuele

Author Created: sound recording, performance, production, music

Citizen of: United States

Domiciled in: United States

■ Author: Richard Thomas Cupolo

Author Created: sound recording, performance, production, music

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Yesh Music LLC

75-10 197 Street, 2nd Floor, Flushing, NY, 11366, United States

Transfer Statement: By written agreement

Limitation of copyright claim

Material excluded from this claim: previously published music, keyboards

New material included in claim: additional music; sound recording

Rights and Permissions

Organization Name: Yesh Music LLC

Name: John Keith Emanuele

Email: americandollarband@yahoo.com

Telephone: 646-552-3011

Address: 75-10 197 Street

2nd Floor

Flushing, NY 11366 United States

Exhibit 2

COPYRIGHT ASSIGNMENT AGREEMENT

Author 1: Richard Thomas Cupolo
Address 1: 15 Middleton Rd., Garden City, New York

Author 2: John Keith Emanuele
Address 2: 75-10 197th St., Flushing, New York

Assignee: Yesh Music LLC
Address: 75-10 197th St., Flushing, New York

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Authors hereby transfer and assign to Yesh Music LLC (hereafter "YESH"), located at 75-10 197th St., Flushing, New York, and to YESH's successors and assigns in perpetuity, One Hundred Percent (100%) of the entire right, title and interest in and to:

1. the copyright to Authors' contributions (hereafter referred to as the "Contributions" and which is more specifically defined below) to the below works (hereafter, "the Works");

AGE OF WONDER
AGE OF WONDER (AMBIENT)
ANYTHING YOU SYNTHESIZE (AMBIENT)
ANYTHING YOU SYNTHESIZE
AS WE FLOAT
AS WE FLOAT (AMBIENT)
BUMP (AMBIENT)
BUMP
CALL
CAMBIAN
CHASE
CHILLPOINT BREAK
CIRCUITS
CIRCUITS (AMBIENT)
CLONES
CROSSING ASIA
CROSSING ASIA (AMBIENT)
DAYTRIP
DEA (AMBIENT)
DEA
EQUINOX
EQUINOX (AMBIENT)
ESCAPIST
ETHER CHANNELS
ETHER CHANNELS (AMBIENT)
EVERYONE GETS SHOT
FACES IN THE HAZE

Copyright Assignment

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RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

FACES IN THE HAZE (AMBIENT)
FACES IN THE HAZE (FILM EDIT)
FADE IN OUT
FADE IN OUT (AMBIENT)
FAR ADRIFT
A FEW WORDS
A FEW WORDS (AMBIENT)
FIRST DAY
FIRST DAY (AMBIENT)
FLOOD
FLOOD (AMBIENT)
FRIENDS OF FRIENDS
FRIENDS OF FRIENDS (AMBIENT)
FRONTIER MELT
GLOW
HEAVY EYES IGNITE
HEAVY EYES IGNITE (AMBIENT)
INTERMISSION
INTRO
LANDING (AMBIENT)
LANDING
LIGHTS DIM (AMBIENT)
LIGHTS DIM
A LONG GOODBYE
LONG MARCH
NEAR EAST (AMBIENT)
NEAR EAST
OIL AND WATER
OIL AND WATER (AMBIENT)
ORACLE
ORACLE (AMBIENT)
OUR HEARTS ARE READ
PALESTINE
PAR AVION
PAR AVION (AMBIENT)
PETERSON
RAIDED BY WAVES
RED LETTER
RED LETTER (AMBIENT)
RUDIMENTS OF A SPIRITUAL LIFE (AMBIENT)
RUDIMENTS OF A SPIRITUAL LIFE
SANDS
SCHIPOL
SECOND SIGHT
SECOND SIGHT (AMBIENT)
SEPARATE BUT EQUAL

RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

SHADOWS
 SHADOWS (AMBIENT)
 SIGNALING THROUGH THE FLAMES (AMBIENT)
 SIGNALING THROUGH THE FLAMES
 SIGNALING THROUGH THE FLAMES (FILM EDIT)
 THE SLOW WAIT (PART ONE)
 THE SLOW WAIT (PART TWO)
 THE SLOW WAIT (PART ONE) (AMBIENT)
 THE SLOW WAIT (PART TWO) (AMBIENT)
 SOMNAMBULANCE
 STARSCAPES (AMBIENT)
 STARSCAPES
 STEEL TOWN (AMBIENT)
 STEEL TOWN (PART ONE)
 STEEL TOWN (PART TWO)
 STRINGS
 STRINGS (AMBIENT)
 SUMMER OF WAR
 SUPERNOVA LANDSLIDE
 THE SWAMP
 THE TECHNICOLOUR SLEEP
 THOMPSON
 TIME (AMBIENT)
 TIME
 TIME (FILM EDIT)
 TONIGHT, LET'S ALL MAKE LOVE IN LONDON
 TRANSCENDENCE (AMBIENT)
 TRANSCENDENCE
 TWELVE DAYS AWAKE
 UNDERGROUND
 URBANA
 URBANA (AMBIENT)
 WAR ON CHRISTMAS
 WE'RE HITTING EVERYTHING (AMBIENT)
 WE'RE HITTING EVERYTHING
 WHERE WE ARE (AMBIENT)
 WHERE WE ARE

2. the Authors' interest in and to the below Copyright Registrations, along with any renewals and extensions thereof, relating to the Contributions or the Works;

COPYRIGHT REG. NO.	TITLE OF COPYRIGHTED WORK
SR 713-231	AGE OF WONDER
SR 713-737	AGE OF WONDER (AMBIENT)
SR 713-314	ANYTHING YOU SYNTHESIZE (AMBIENT)
SR 713-287	ANYTHING YOU SYNTHESIZE

Copyright Assignment

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RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

SR 708-480	AS WE FLOAT
SR 708-466	AS WE FLOAT (AMBIENT)
SR 713-301	BUMP (AMBIENT)
SR 713-282	BUMP
SR 713-281	CALL
SR 708-510	CAMBIAN
SR 713-291	CHASE
SR 708-528	CHILLPOINT BREAK
SR 713-237	CIRCUITS
SR 713-745	CIRCUITS (AMBIENT)
SR 713-238	CLONES
SR 708-486	CROSSING ASIA
SR 708-465	CROSSING ASIA (AMBIENT)
SR 708-497	DAYTRIP
SR 713-303	DEA (AMBIENT)
SR 713-226	DEA
SR 713-239	EQUINOX
SR 713-747	EQUINOX (AMBIENT)
SR 713-278	ESCAPIST
SR 708-489	ETHER CHANNELS
SR 708-538	ETHER CHANNELS (AMBIENT)
SR 708-504	EVERYONE GETS SHOT
SR 708-492	FACES IN THE HAZE
SR 708-494	FACES IN THE HAZE (AMBIENT)
SR 708-458	FACES IN THE HAZE (FILM EDIT)
SR 713-232	FADE IN OUT
SR 713-739	FADE IN OUT (AMBIENT)
SR 708-460	FAR ADRIFT
SR 713-230	A FEW WORDS
SR 713-735	A FEW WORDS (AMBIENT)
SR 708-490	FIRST DAY
SR 708-540	FIRST DAY (AMBIENT)
SR 713-277	FLOOD
SR 713-752	FLOOD (AMBIENT)
SR 708-477	FRIENDS OF FRIENDS
SR 708-463	FRIENDS OF FRIENDS (AMBIENT)
SR 713-276	FRONTIER MELT
SR 708-511	GLOW
SR 708-491	HEAVY EYES IGNITE
SR 708-473	HEAVY EYES IGNITE (AMBIENT)
SR 713-283	INTERMISSION
SR 713-290	INTRO
SR 713-756	LANDING (AMBIENT)
SR 708-547	LANDING
SR 713-321	LIGHTS DIM (AMBIENT)

Copyright Assignment

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RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

SR 713-284	LIGHTS DIM
SR 713-763	A LONG GOODBYE
SR 713-217	LONG MARCH
SR 713-755	NEAR EAST (AMBIENT)
SR 713-764	NEAR EAST
SR 713-234	OIL AND WATER
SR 713-743	OIL AND WATER (AMBIENT)
SR 708-475	ORACLE
SR 708-467	ORACLE (AMBIENT)
SR 713-286	OUR HEARTS ARE READ
SR 713-228	PALESTINE
SR 708-493	PAR AVION
SR 708-470	PAR AVION (AMBIENT)
SR 713-220	PETERSON
SR 713-227	RAIDED BY WAVES
SR 713-235	RED LETTER
SR 713-746	RED LETTER (AMBIENT)
SR 713-307	RUDIMENTS OF A SPIRITUAL LIFE (AMBIENT)
SR 708-503	RUDIMENTS OF A SPIRITUAL LIFE
SR 708-461	SANDS
SR 708-548	SCHIPOL
SR 713-241	SECOND SIGHT
SR 713-749	SECOND SIGHT (AMBIENT)
SR 713-218	SEPARATE BUT EQUAL
SR 713-233	SHADOWS
SR 713-740	SHADOWS (AMBIENT)
SR 713-308	SIGNALING THROUGH THE FLAMES (AMBIENT)
SR 708-500	SIGNALING THROUGH THE FLAMES
SR 713-318	SIGNALING THROUGH THE FLAMES (FILM EDIT)
SR 713-279	THE SLOW WAIT (PART ONE)
SR 713-280	THE SLOW WAIT (PART TWO)
SR 713-311	THE SLOW WAIT (PART ONE) (AMBIENT)
SR 713-313	THE SLOW WAIT (PART TWO) (AMBIENT)
SR 708-508	SOMNAMBULANCE
SR 713-297	STARSCAPES (AMBIENT)
SR 713-289	STARSCAPES
SR 708-541	STEELTOWN (AMBIENT)
SR 708-536	STEELTOWN (PART ONE)
SR 708-488	STEELTOWN (PART TWO)
SR 708-487	STRINGS
SR 708-472	STRINGS (AMBIENT)
SR 713-225	SUMMER OF WAR
SR 713-223	SUPERNOVA LANDSLIDE
SR 713-222	THE SWAMP
SR 708-501	THE TECHNICOLOUR SLEEP

Copyright Assignment

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RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

SR 713-221	THOMPSON
SR 713-315	TIME (AMBIENT)
SR 713-225	TIME
SR 713-319	TIME (FILM EDIT)
SR 708-499	TONIGHT, LET'S ALL MAKE LOVE IN LONDON
SR 713-316	TRANSCENDENCE (AMBIENT)
SR 713-285	TRANSCENDENCE
SR 708-514	TWELVE DAYS AWAKE
SR 708-457	UNDERGROUND
SR 708-478	URBANA
SR 708-464	URBANA (AMBIENT)
SR 708-513	WAR ON CHRISTMAS
SR 713-305	WE'RE HITTING EVERYTHING (AMBIENT)
SR 713-288	WE'RE HITTING EVERYTHING
SR 713-759	WHERE WE ARE (AMBIENT)
SR 708-549	WHERE WE ARE

3. any copyright applications presently pending at the time of execution of this agreement and any resulting registrations therefrom;
4. all works based upon, derived from, or incorporating the Contributions;
5. all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contributions or the Works;
6. all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Works, and
7. all rights corresponding to any of the foregoing, throughout the world.

The Authors' Contributions consists of authorship of the Works, including music, lyrics, recording production, sound recordings, performance rights and any and all other authorship interests of any kind, now vested and contingent therein.

This Assignment includes the assignment of all rights, including copyright, to any modifications or other alterations to the Works or the Contributions that the Authors make under this Agreement or any other agreement between the Authors and YESH.

Copyright Assignment

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RICHARD THOMAS CUPOLO and JOHN KEITH EMANUELE to YESH MUSIC LLC

IN WITNESS THEREOF, Authors duly execute this Agreement.

By: [Signature]
Richard Thomas Cupolo ("Author 1")

3/13/13
Date

By: [Signature]
John Keith Emanuele ("Author 2")

3/13/13
Date

STATE OF NEW YORK)
COUNTY OF Nassau) SS.:

Before me on this 13 day of March, 2013, personally appeared Richard Thomas Cupolo, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein express.

[Signature]
NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF Nassau) SS.:

Before me on this 13 day of March, 2013, personally appeared John Keith Emanuele, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein express.

[Signature]
NOTARY PUBLIC

