

UNIVERSITY of PENNSYLVANIA

PHILADELPHIA 19104

Office of the General Counsel
110 College Hall CO
(215) 898-7660

To *[Handwritten signature]*

MEMORANDUM

TO: Dr. George Gerbner
FROM: Debra F. Fickler *DF*
DATE: March 24, 1986
RE: Journal of Communication - Assignment
of Rights

Attached for execution by you and the Annenberg School corporation in Radnor, are three copies of the assignment agreement. As we discussed, I revised paragraph 2d to exclude agreements with Journal subscribers.

Please forward all three copies of the agreement to Bill Henrich and ask him to return them to me for signature by the Provost. I will return fully-executed copies to you and Bill Henrich.

Please call me if you have any questions.

DFE:smr
Enclosures
cc: Thomas Ehrlich

ASSIGNMENT OF RIGHTS
IN JOURNAL OF COMMUNICATION

AGREEMENT made as of this ____ day of _____, 1986 by and among the Annenberg School of Communications, a Pennsylvania nonprofit corporation with offices at 100 Matsonford Road, P. O. Box 750, Radnor, PA, 19088, ("School"), The Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation with offices at Franklin Building, 3451 Walnut Street, Philadelphia, PA 19104 ("University") and George Gerbner, editor of the Journal of Communication ("Editor"), with respect to assignment of rights in the Journal of Communication ("Journal").

WHEREAS, since 1974 the School has been the owner and publisher of the Journal; and

WHEREAS, the School has agreed to relinquish all ownership rights in the Journal; and

WHEREAS, the University is willing to accept transfer of ownership of the Journal from the School.

NOW THEREFORE, in consideration of the mutual benefits and promises hereinafter set forth, the parties agree as follows:

1. As of the date hereof, in consideration of \$1.00 receipt of which is hereby acknowledged, and other good and valuable consideration, the School does hereby sell, transfer and assign to the University, and the University does hereby buy and accept from the School, all of the School's right, title and interest in the Journal, including its name, goodwill, subscription lists, contracts, applicable trademarks and copyrights, as well as all books, records, manuscripts, back volumes and other appropriate items and documents.

2. The School represents and warrants to the University as follows:

a. The School has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

b. The School does not have any liabilities or obligations with respect to the Journal, including, without limit any tax liabilities, secured or unsecured (whether absolute, accrued, contingent or otherwise, and whether due or to become due), nor has any event occurred that would give rise to such liabilities or obligations, except such liabilities occurring in the ordinary course of business.

c. The School has good and marketable title to the Journal and all the other assets to be transferred pursuant to paragraph 1 above.

d. With respect to the Journal, the School is not a party to any written: (1) employment agreement, deferred compensation agreement, or bonus, incentive, or profit-sharing plan; (2) indenture, mortgage, note, installment obligation, agreement or other instrument relating to the borrowing of money or the guaranty of any obligation for the borrowing of money by the School; or (3) agreement, other than agreements with subscribers to the Journal, which (i) is not terminable by the School on thirty (30) or fewer days' notice at any time without penalty, or (ii) is over one (1) year in length of obligation on the part of the School, or (iii) involves the receipt or payment by the School of more than Ten Thousand Dollars (\$10,000). There is not, under any of the aforesaid obligations, any existing default, event of default, or other event which, with or without due notice or lapse of time or both, would constitute a default or event of default on the part of the School, except such defaults, events of default, and other events as to which requisite waivers or consents have been obtained.

e. There are no legal, administrative, arbitration or other proceedings or governmental investigations pending or, to

the best knowledge of the School, threatened against the School with respect to the Journal.

f. All of the foregoing representations and warranties shall survive the consummation of the transactions contemplated herein.

3. The Editor agrees that, to the extent any dealings between him and the School could be construed as vesting in him any ownership rights in the Journal, he hereby relinquishes such rights absolutely to the University.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

Attest:

THE ANNENBERG SCHOOL OF
COMMUNICATIONS

By: _____

Attest:

THE TRUSTEES OF THE UNIVERSITY
OF PENNSYLVANIA

By: _____

Witness:

George Gerbner

April 10, 1986

Debra F. Fickler
Assistant General Counsel
110 College Hall /CO

Dear Debbie:

Thank you for your note of April 1. The suggested revised wording still does not address the main point that should be covered. I would like to have that settled before we transfer the ownership of the Journal of Communication from me to the University.

The main point is this. The University as the new owner should of course have the right to appoint the new editor after the present editors cannot or no longer desire to serve in that capacity. However, if I should desire to remain editor as Professor Emeritus (which may be a part-time appointment), I should not automatically lose that right. I also want to protect Marsha Siefert's position independently of my own. So let me suggest the following as the last sentence of the second paragraph:

"In the event both you and Marsha Siefert cannot or do not desire to be editors, the University, with your advice, will select new editor or editors for the Journal."

This would replace the current last two sentences of the second paragraph, as marked in the enclosed copy. Please let me know if this change is acceptable to you and the Provost.

Sincerely yours,

George Gerbner

GG:ab

CC: Thomas Ehrlich

GENERAL COUNSEL'S OFFICE

University of Pennsylvania
111 College Hall/CO
Philadelphia, Pa. 19104



Telephone: (215) 243-7660 or 8360

Date: May 23, 1986

To: George Gerbner

From: Debra Fickler

Re: Journal of Communications

Attached is a draft letter that the Provost would like you to send to him. If it is acceptable, please

- For your files. send it and I
- For your information. will forward
- For your comments in reply. to you the completed agreements.

Debbie

D R A F T

May 22, 1986

Mr. Thomas Ehrlich
Provost
University of Pennsylvania
102 College Hall/6303
Philadelphia, PA 19104

Re: Journal of Communications ("Journal")

Dear Tom:

I understand that when you signed the Assignment of Rights document yesterday, on behalf of the University, whereby the University assumed ownership of the Journal, you were unaware that the attorney for the Annenberg School in Radnor ("School") had deleted certain sections of the original Assignment document presented to the School for execution (paragraphs 2(b) through 2(e)). In particular, under the original Assignment, the School warranted that it had no liabilities or obligations with respect to the Journal other than those occurring in the ordinary course of business, and that it was not a party to any agreements of more than one year other than subscription agreements. As Budget Administrator for the Journal, I assure you that the foregoing statements are true.

Thank you for your help in bringing this matter to a close.

Very truly yours,

George Gerbner
Dean, Annenberg School
of Communications

GG:smr
cc: Debra F. Fickler

UNIVERSITY INTRAMURAL CORRESPONDENCE

5/29/86

Dear Debbie -

I'm sending you
copies to you. If

OK, you may pass one
on to Tom, and let
me have the executed

documents for transmittal
to Oxford and Hewick.

Or call me if you see
any problems.

Please also let me
have a copy of the letter
to Oxford re. Encyclopedia
royalties. Thanks -

George