

Exhibit 4

**COPYRIGHT ASSIGNMENT OF ARTWORK
TO THE CITY OF POMPANO BEACH**

This Copyright Assignment (the "Assignment") is made and effective as of _____, 2021 ("Effective Date") pursuant to an Agreement For Commissioned Artwork dated _____, 2021 (the "Agreement") between Tyler FuQua Creations, Inc. ("Artist") and the City of Pompano Beach, a Florida municipal corporation ("City") concerning the public art project described below.

RECITALS

WHEREAS, pursuant to the aforesaid Agreement, the City commissioned Artist to design, fabricate and install the sculpture depicted in the Design Proposal attached hereto and made a part hereof as Exhibit I (the "Artwork") for display on land and ultimately submersion in the Atlantic Ocean for attachment to the Lady Luck in Shipwreck Park (collectively the "Design Location"); and

WHEREAS, it is Artist's intention to assign and transfer to City all of Artist's right, title and interest in and to the Artwork; and

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Artist represents and warrants as follows:

1. Assignment of the Artwork

As of the Effective Date stated above, Artist does hereby forever grant exclusively to City for its use and disposition without reservation, all ownership rights, physical custody and control of said Artwork, including, but not limited to, all rights to reproduce, publish, adapt, modify, distribute, display, publicize, and transmit (digitally or otherwise) the Artwork; all income, royalties and damages hereafter due or payable with respect to the Artwork; create derivative works based on the Artwork; use the copyright or assign it to a third party; and to sue a third party for past, present or future infringement or misappropriation of the Artwork.

2. Consideration

As consideration for assignment of the Artwork and Artist's representation and warranties in this Assignment, City has promised to pay Artist a maximum not-to-exceed total amount of Thirty Five Thousand Dollars (\$35,000.00) payable in five (5) installments in accordance with Article 10 of the Agreement.

3. Artist's Representations, Warranties and Waiver

Artist hereby represents and warrants to City that:

- (a) Artist is the sole owner of all right, title, and interest in and to the Artwork;
- (b) The Artwork is original, not in the public domain, not plagiarized, and does not contain anything that is libelous or obscene;
- (c) Artist has not assigned, transferred, licensed, pledged, sold or otherwise encumbered the Artwork or agreed to do so thereby warranting the Artwork is free and clear of all encumbrances and there are no other permissions that need to be obtained in order for this Assignment to be completed;
- (d) Artist has full power and authority to enter into this Assignment and to make the assignment as provided in Paragraph 1 above;
- (e) As the original creator/owner of the Artwork to be given to the City for public display, Artist has not copied or reproduced in any way, anyone's original work in this final submitted product given to City and therefore Artist is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights, including existing intellectual property rights, rights of privacy

jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9. Entire Assignment

This Assignment, together with Exhibit 1, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral.

10. Severability

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

11. Headings

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

I represent that I have carefully read and understand the entire contents of this Copyright Assignment, that I have the authority, either on behalf of myself or as agent for the Artist/Owner of the Artwork to sign this Agreement, and that I have signed on my own free will.

Witnesses: ARTIST

Kenneth Meyerson
Kenneth Meyerson

BY:

Tyler FuQua
Signature of Artist

Print Name
Tyler FuQua
Print Artist Name

M. S. Quanbeck
M. S. QUANBECK
Print Name (witness)

STATE OF OREGON
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14th day of July, 2021, by Tyler FuQua who is personally known to me or who has produced OREGON DRIVER LICENSE (type of identification) as identification.

