

COPYRIGHT ASSIGNMENT AGREEMENT ("Agreement")
with an Effective Date of October 26, 2009, between Neil J. A.
Sloane, having a residence at 11 South Adelaide Avenue, Highland
Park, NJ 07040 ("ASSIGNOR"), and the OEIS FOUNDATION
("ASSIGNEE"), a New Jersey non-profit corporation.

WHEREAS, ASSIGNOR has the right to assign the copyright in the Assigned Works as defined below;
and

WHEREAS, ASSIGNOR desires to assign to ASSIGNEE the copyright in such Assigned Works as
described below and ASSIGNEE desires to acquire such copyright ownership interest in the Assigned Works;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained,
ASSIGNOR and ASSIGNEE hereby agree as follows:

Section 1. Definitions

- 1.1. "Assigned Works" shall mean the database known as "The On-Line Encyclopedia of Integer
Sequences," consisting of approximately 160,000 entries, together with all associated electronic files,
and all portions thereof, which are identified and contained in the DVD attached hereto as Exhibit A.

Section 2. Grant of Rights

- 2.1. Subject to (i) all rights granted to others prior to the Effective Date, (ii) ASSIGNOR's use, reproduction,
distribution, preparation of derivative works, display and performance of the Assigned Works prior to
the Effective Date and (iii) Section 3.1, ASSIGNOR hereby grants, transfers, assigns and conveys to
ASSIGNEE all right, title and interest whatsoever, throughout the world, in and to the copyrights that
ASSIGNOR has in the Assigned Works, to have and to hold, unto ASSIGNEE, its successors and
assigns, for the full duration of all such rights, and any renewals or extensions thereof provided,
however, that any rights not expressly granted herein or which ASSIGNOR may have in and to any
works that make use of or incorporate the Assigned Works shall not be assigned under this Assignment.
- 2.2. ASSIGNOR hereby reserves and retains, for the benefit of itself and its heirs and other successors in
interest, a nonexclusive, worldwide, paid-up right and license under the Assigned Works to use, copy,
reproduce, modify, execute, translate into any language or form, distribute, display, perform and
prepare derivative works thereof, and further to authorize third parties to do any of the foregoing.
- 2.3. Except with respect to the Assigned Works as expressly set forth in this Agreement, no other license,
immunity, ownership interest, or other right is granted under this Agreement, either directly or by
implication, estoppel, or otherwise.

Section 3. Quitclaim

- 3.1 ASSIGNEE acknowledges and understands that ASSIGNOR does not and cannot represent or warrant
that it owns or has license, permission or release under all rights in and to the Assigned Works that may
be necessary for reproduction, preparation of derivative works, distribution, performance, display or
any other use of the Assigned Works. ASSIGNOR therefore cannot make any representations with
respect to rights that others may have in the Assigned Works nor warrant or indemnify ASSIGNEE or
any other others who make use of the Assigned Works against any and all third party claims.

3.2 ASSIGNEE further agrees to secure any necessary consents, licenses or permissions from any third party who owns or has an interest, in copyright, patent or any other rights in the Assigned Works.

Section 4. Notices

4.1 Notices and other communications relevant to this Agreement or to any of the Assigned Works shall be sent by facsimile, e-mail, by registered or certified mail or by reputable courier to the following addresses. Notices and other communications sent by facsimile shall be effective upon sending if followed within twenty-four (24) hours by a mailed confirmation. Notices and other communications sent by mail or courier shall be effective upon deposit with the postal service or with the courier.

For ASSIGNOR:
Name: Neil J.A. Sloane

Address:
11 South Adelaide Avenue
Highland Park, NJ 07040

E-mail: njas@research.att.com

For ASSIGNEE:
Name: David L. Applegate
Title: Vice President, OEIS Foundation

Address:
626 Prospect St.
Maplewood, NJ 07040

E-mail: david@research.att.com

Section 5. Representations, Warranties and Indemnities

- 5.1 ASSIGNOR represents and warrants that it has the full right and power to grant the license of its rights in the ASSIGNED WORKS as set forth in Section 2.1.
- 5.2 ASSIGNOR, to the best of its knowledge, is not aware of any claim of copyright or other intellectual property infringement against the Assigned Works.
- 5.3 The Assigned Works are provided "AS IS" to ASSIGNEE. ASSIGNOR makes no representation or warranty regarding the validity or enforceability of copyright or any other right in any of the Assigned Works. Except as provided in section 5.1 this Agreement provides no warranties, including warranties of title and non-infringement. ASSIGNOR makes no other representations, warranties, or covenants express or implied, nor shall ASSIGNOR have any liability with respect to infringement by ASSIGNEE of copyrights or other or any other rights of third parties.
- 5.4 ASSIGNEE shall indemnify and hold ASSIGNOR harmless against all losses, costs and expenses (including employee time and attorneys' fees) relating to ASSIGNEE's use of the Assigned Works.

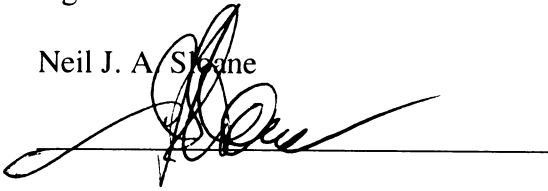
Section 6. Miscellaneous

- 6.1 This Agreement shall not be binding upon the parties until it has been signed by or on behalf of each party. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed as aforesaid.
- 6.2 Nothing contained in this Agreement shall be construed as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, trade dress or other designation of either party hereto.
- 6.3 Each party hereto agrees not to use or refer to this Agreement or any provision hereof in any promotional activity without the express written approval of the other party

- 6.4 If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties.
- 6.5 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of New Jersey, USA, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof. As part of the consideration received hereunder, each of the parties consents to the jurisdiction of any New Jersey State court located in the County of Middlesex and any federal court of the United States of America located in the District of New Jersey. Each of the parties waives all objections to the New Jersey venue for any action instituted hereunder.
- 6.6 The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 6.7 This Agreement and its Exhibit, embody the entire understanding of the parties with respect to the Assigned Works and merges all prior discussions between the parties. Neither party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.
- 6.8 This Agreement may be executed by the parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.
- 6.9 EXCEPT AS SET FORTH IN SECTION 5.4, NEITHER ASSIGNEE NOR ASSIGNOR SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.10 Nothing contained herein, or done pursuant to this Agreement, will constitute the parties hereto entering into a joint venture or partnership or will constitute either party hereto being the agent of the other party for any purpose or in any sense whatsoever.
- 6.11 The last signature of this Agreement will be made by ASSIGNOR in the United States and the parties agree that the Agreement has been executed in the United States.

Agreed to:

Neil J. A. Sloane



Date October 26 2009

Agreed to:

OEIS FOUNDATION, Inc.



By: David L. Applegate
Vice President

Date October 26, 2009