



Providing High Quality Sound  
CEO/Founder : DeAndre Powell

# Trademark

## TRADEMARK AND DOMAIN NAME AGREEMENT

This agreement (the "Agreement") is by and between IAMDRE305 Productions ("Party") and Eclipse Foundation, Inc. ("Eclipse") and is effective as of [\_\_\_\_] [\_\_\_\_], 201[\_\_\_\_] (the "Effective Date").

WHEREAS, Party is the owner of certain trademarks identified in Exhibit A (the "Trademarks") and of certain domain names identified in Exhibit A (the "Domain Names");

WHEREAS, Party is desirous of Eclipse to initiate a project or working group with a name based on the Trademark (the "Project Initiation");

WHEREAS, to accommodate the Project Initiation, Party desires to transfer all of Party's rights, title and interest in and to the Trademarks to Eclipse and to thereafter have certain continuing usage rights of the Trademarks;

WHEREAS, to accommodate the Project Initiation, the Parties may mutually agree to have any related Domain Names initially redirect to a URL designated by Eclipse and that the Domain Names are subsequently transferred to Eclipse;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Party irrevocably assigns, grants and transfers to Eclipse, all of Party's right, title, and interest in and to the Trademarks, including all common law rights, and any trademark registrations and applications, along with the goodwill of the business symbolized by use of the Trademarks, and the right to sue third parties for and recover damages from future infringement of the Trademarks, the same to be held and enjoyed by Eclipse for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Party if this assignment had not been made (the "Assignment").

To the extent that Party is seeking to perfect the ownership of the Trademarks and Party's ownership of the Trademarks has not been perfected by the Effective Date, Party agrees to promptly assign ownership of the Trademarks to Eclipse, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Party further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademarks. Party hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademarks to Eclipse as owner of all right, title and interest therein, or otherwise as Eclipse may direct, in accordance with the terms of the Assignment.

2. Trademark Usage. Eclipse hereby confirms that Party shall have all applicable rights to use the Trademarks in accordance with the then current version of the Guidelines for

# IAMDRE305 PRODUCTION, LLC

Founded in 2016, IAMDRE305 Productions, LLC was originally made for music production and sound recordings. As the company matured it became more.

## Mission Statement

IAMDRE305 Productions aims to provide the world with high quality sound .

# Services

- Recording an artist  
( Big Studio Sound )
- Mixing & Mastering  
( Radio Quality/ Hot 100 )
- Distributing Beats  
( Super Producer Quality Beats )
- Beat Packages  
( Exclusive Sounds & Great Bundle Deals )
- Developing Scores for Film, Television, and Gaming  
( The Music can tell a story without the visuals )

# Competitors

IAMDRE305 PRODUCTIONS while provide the same industry standard sound as the great local studios listed below. They will also separate themselves by teaching the community (internships and free courses) new ways to sell, distribute, and create music.

- Circle House Studios
- Hit Factory
- Mid- Town Studios

# BIO

IAMDre305 is a Miami native, and South Florida based music producer & engineer. Currently, he is a student at Full Sail University, located in Orlando, FL, where he is pursuing his Bachelor of Science degree in Audio Engineering. His expected graduation year is 2019. IAMDre305's niche is creating futuristic sounds for Hip-Hop, Soul, R&B, Trap, and Electronic genres. With his educational background, he specializes in producing beats, creating sounds, and mixing & mastering.



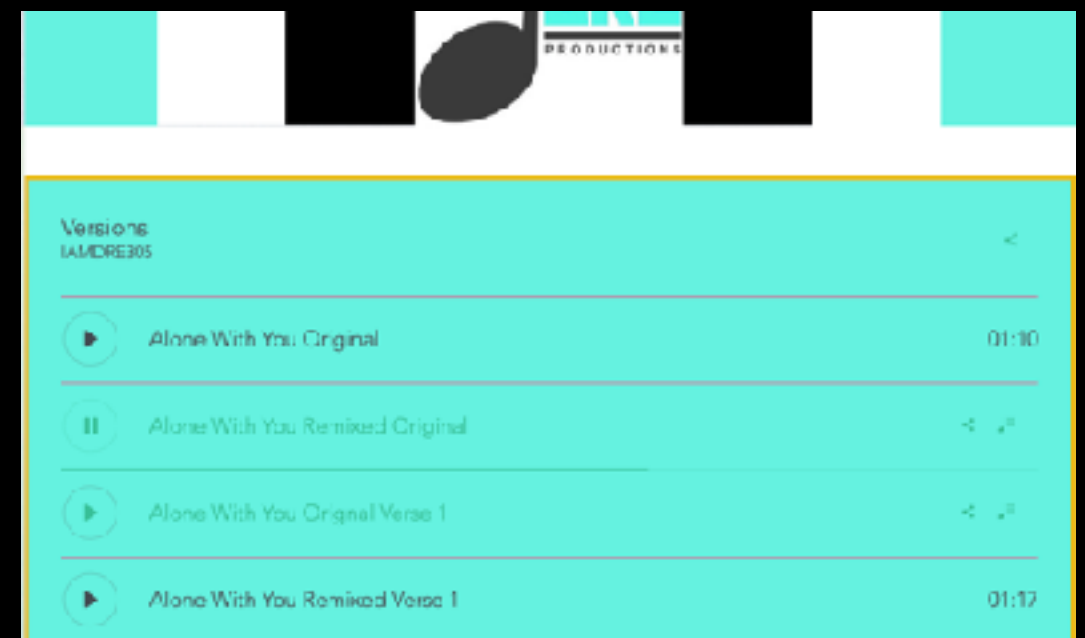
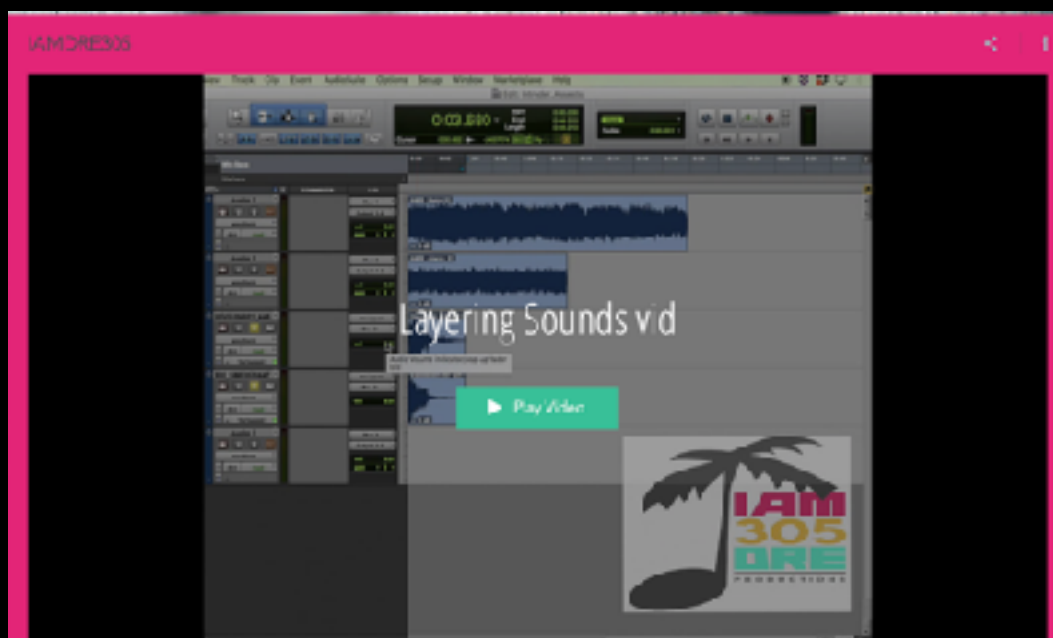
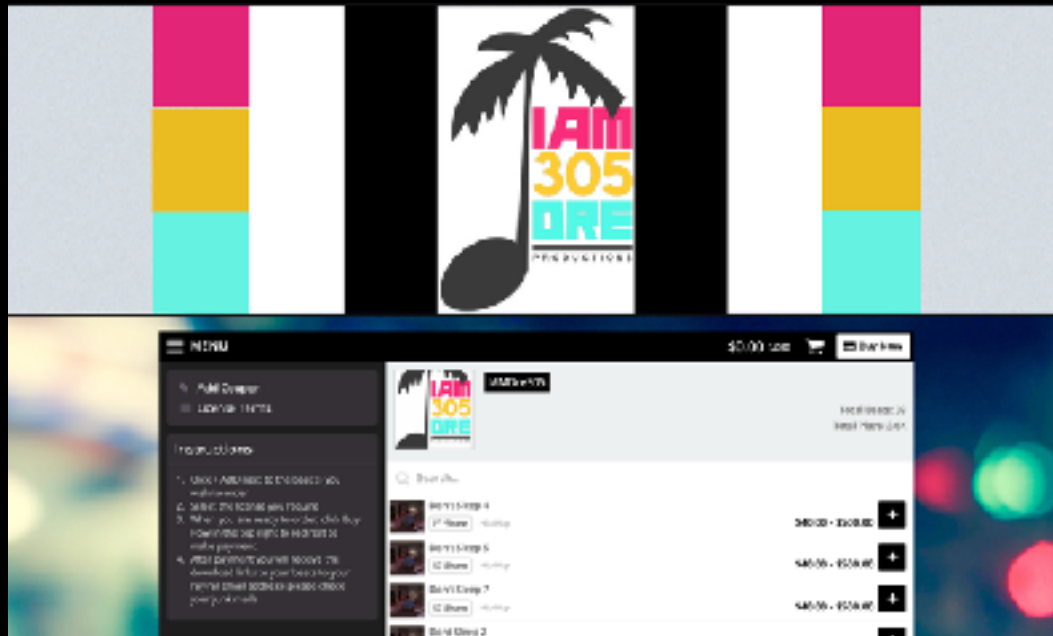
# Marketing

IAMDRE305 Productions audience is anyone that has ears. Most sound, outside of your environment, is heard through entertainment. We are willing to work with the creators of games, music, and film.

Our ideal client will be a someone or a company that creates content for the world to see, and needs a company to provide sound that coincides with the visuals.



Visit: [IAMDRE305.COM](http://IAMDRE305.COM)  
To hear a couple examples





# Financing

## Self Funding

My business will be 100% self-funded through:

1. Services
2. Products
3. Personal Savings


# Studio Equipment

- Apple Mac
- Logic Pro/ Pro Tools/ Ableton Live
- Focusrite Scarlett 18i20
- DreBeats ( Headphones )
- Vocal Booth
- Control Room

# BUDGET

ITEM	COST
TRADEMARK	\$500
STUDIO SPACE	\$15,000
ADVERTISING	\$5,000
BRANDING	\$5,000
SOUND BOARD	\$3,000
COMPUTERS	\$3,000
KEYBOARD	\$500
HEADPHONES	\$500
MICROPHONES	\$1,000
SPEAKERS	\$1,000
TV MONITORS	\$1,000
TOTAL	\$30,500

# SOUND EXCHANGE

 **2013 Copyright Owner (US)  
REGISTRATION FORM**

SoundExchange, Inc.  
1100 19th St., NW  
Washington, DC 20036

**Registration for Performance Royalties: Copyright Owner**

Digital Performance Royalties are different from royalties that you may receive for writing or publishing. Digital Performance Royalties are paid to featured artists (solo artists, official members of bands/ groups) and the copyright owners (individuals/companies who own the "masters" (master rights) to those performances- usually the record label). Digital royalties are also payable to musicians and back ground singers contracted for sessions through the AFM and AFTRA Intellectual Property Rights Distribution Fund (the "Fund"). SoundExchange does not pay these royalties. More information about the Fund can be found at [www.royalties.org](http://www.royalties.org).

Your Digital Performance Royalty payment is based on the reports and payments SoundExchange receives from services that digitally transmit your sound recordings. Once the reports and corresponding payments are processed, royalties are distributed quarterly. To receive a payment processed by SoundExchange, your accumulated royalties must be \$10 or more for electronic transfer and \$100 or more for paper check.

**IAMDRE305 PRODUCTIONS**

\*COPYRIGHT OWNER NAME: \_\_\_\_\_

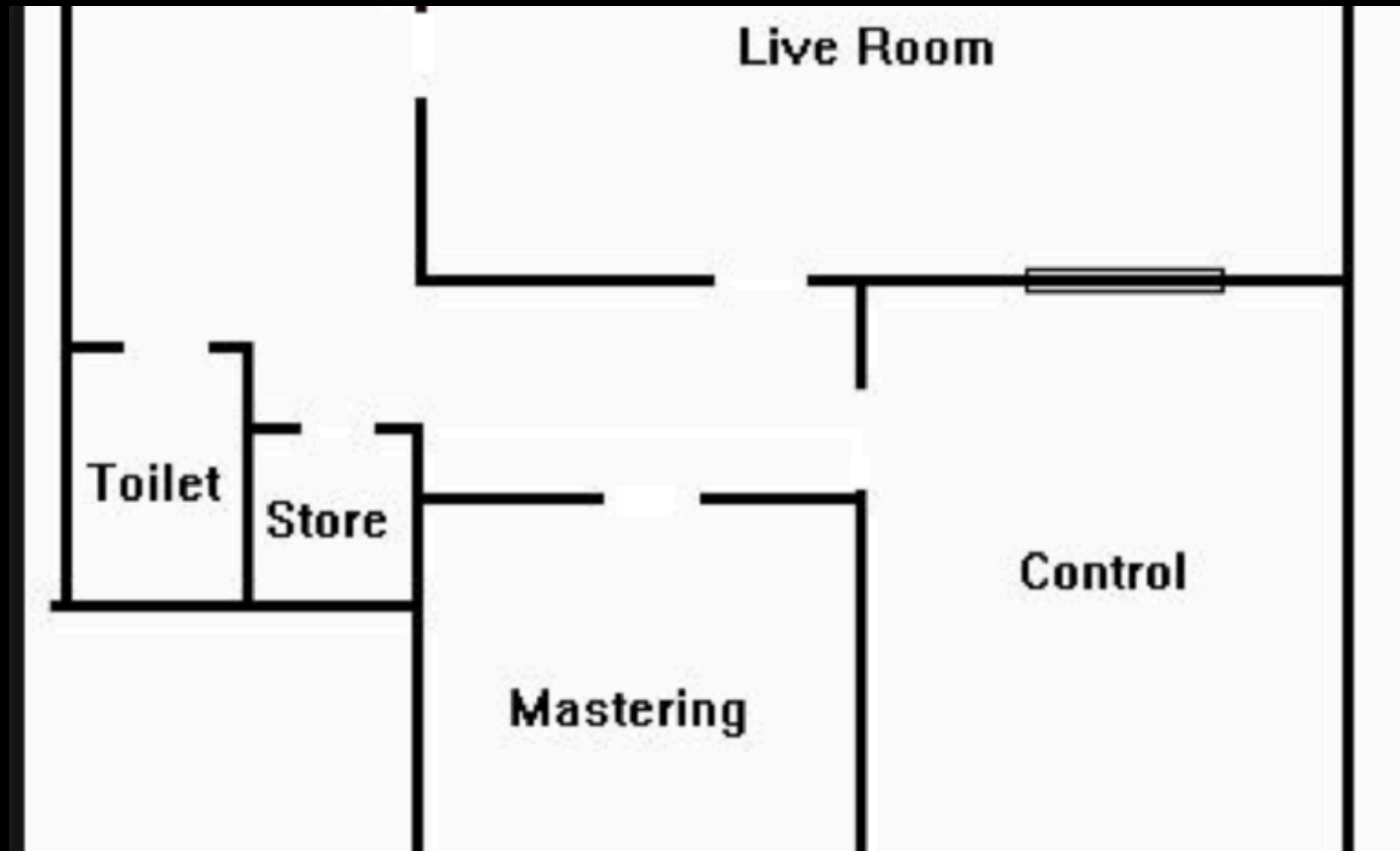
**INSTRUCTIONS:**

1. COMPLETE SECTION ONE (THIS IS YOUR PAYMENT INFORMATION-REQUIRED)
2. COMPLETE SECTION TWO TO SET UP YOUR ELECTRONIC PAYMENTS (REQUIRED)
3. ONLY COMPLETE SECTION THREE IF YOUR CONTACT INFORMATION IS DIFFERENT FROM THE PAYEE INFORMATION. IF IT IS THE SAME, SKIP THIS SECTION!
4. COMPLETE SECTION FOUR
5. COMPLETE SECTION FIVE (THIS IS YOUR AUTHORIZED SIGNATURE-REQUIRED)
6. COMPLETE SECTION SIX (THIS IS YOUR TAX INFORMATION-REQUIRED)

Questions? Call SoundExchange at 1-800-961-2001 or visit [www.soundexchange.com](http://www.soundexchange.com)

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# Floor Plan



# Business Tax Receipt & EIN

## APPLICATION FOR BUSINESS TAX RECEIPT EXEMPTION (Formerly Occupational License)

Applicant resides in Broward County, Florida, the permanent address of applicant is:

STREET CITY ZIP CODE

Applicant claims exemption from the business tax for the privilege of engaging in the business/occupation of:

IAMDRE305 PRODUCTIONS

located at:

I, \_\_\_\_\_, do hereby certify that the business for which I am applying meets the Florida State Statute requirements for a business tax fee exemption in accordance with the item checked below, and I do hereby apply for the same.

\_\_\_\_ I am a physically disabled person, incapable of manual labor, AND I do not have more than one employee AND I use my own capital only, which does not exceed one thousand dollars (\$1,000.00) AND I do not sell intoxicating liquors or malt and vinous beverages. (F.S. 205.162 - Physician Certificate of Disability from performing manual labor required.)

\_\_\_\_ I am sixty-five (65) years of age or older AND I do not have more than one (1) employee AND I use my own capital only, which does not exceed one thousand dollars (\$1,000.00) AND I do not sell intoxicating liquors or malt and vinous beverages. (F.S. 162 - Florida Drivers License OR other proof of age required.)

\_\_\_\_ I am an honorably discharged wartime veteran AND I am disabled from performing manual labor AND I am a permanent resident of Broward County, Florida AND I carry on my business or occupation mainly by my personal efforts as my means of livelihood AND I do not sell intoxicating liquors or malt and vinous beverages. (F.S. 205.171 - Honorable Discharge Certificate AND Government produced Certificate of Disability OR Physician Certificate of Disability from performing manual labor required.)

\_\_\_\_ I am the un-remarried spouse of an honorably discharged wartime veteran who was disabled from performing manual labor AND I am a permanent resident of Broward County, Florida AND I carry on my business or occupation mainly by my personal efforts as my means of livelihood AND I do not sell intoxicating liquors or malt and vinous beverages. (F.S. 205.171 - Honorable Discharge Certificate AND Government produced Certificate of Disability OR Physician Certificate of Disability from performing manual labor AND Marriage Certificate AND Death Certificate required.)

Signature of Applicant

Date

IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0033

Date of this notice: 12-28-2009

Employer Identification Number:  
27-1544126

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-1544126. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2011
Form 941	01/31/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 969, Electronic Choices to Pay All Your Federal Taxes and Publication 4248, EFTPS (Brochure). If you need to make a deposit before you receive your Welcome Package, please visit an IRS taxpayer assistance center to obtain a Federal Tax Deposit Coupon, Form 8109-B. To locate the taxpayer assistance center nearest you, visit the IRS Web site at <http://www.irs.gov/localcontacts/index.html>. Note: You will not be able to obtain Form 8109-B by calling 1-800-829-TAXPAYER (1-800-829-3676).

# WORK FOR HIRE

## WORK-FOR-HIRE AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Contractor") and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as the "Client").

WITNESSETH: **IAMDRE305 PRODUCTION**

In consideration of the respective covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Services.** The Contractor agrees to provide following Service:  
\_\_\_\_\_ (please specify the work in brief for which Contractor is hired) (hereinafter referred to as the "Work").

**2. Ownership of Work and Copyright Assignment.** In consideration of compensation as specified in Clause 3 of this Agreement, Contractor certify and agree that all of the results and proceeds of the services of every kind heretofore rendered by Contractor in connection with the Work created for Client is and shall be deemed a work "made-for-hire" and it constitutes a work specifically ordered by Client for use as a contribution to Work. Accordingly, Contractor further acknowledge, certify and agree that Client is and shall be deemed the author and/or exclusive owner of all of the foregoing Work for all purposes and the exclusive owner throughout the world of all the rights of any kind comprised in the copyright thereof, and of any and all other rights thereto, and that Client shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Client determines. Contractor hereby agrees not to make any claim against Client or any party authorized by Client to exploit the Work based on such moral or like rights. To the extent that Contractor may be deemed the "author" of the Work, Contractor hereby grant and assign to Client all rights of every kind and nature whether now or hereafter known or created (and so far as may be appropriate by way of immediate assignment of future copyright) throughout the universe in perpetuity and, in connection therewith Contractor hereby grant to Client the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents if Contractor shall fail to execute same within five (5) days after so requested by Client. In connection therewith, Contractor hereby grant to Client the exclusive worldwide right in perpetuity to sell, reproduce, adapt, distribute, transmit, communicate and otherwise use the Work in any form and by any method now or hereafter known, including, without limitation, via cable transmission, satellite transmission, electronic transmission, transmission via the Internet (including any promotional or commercial downloads), to lease, license, convey or otherwise use or dispose of the Work by any method now or hereafter known, in any field of use, to use the Work under any trademarks, trade names, or labels, or any other method now or hereafter



# PRO



LI-12/15-Part 15

BROADCAST MUSIC, INC.  
PART 15 AM/FM RADIO LICENSE

~~IAMDRE305 PRODUCTIONS~~

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
BROADCAST MUSIC, INC., a corporation organized under the laws of the State  
of New York (hereinafter called BMI) with principal offices at 7 World Trade Center,  
250 Greenwich St, New York, NY 10007-0030 and

\_\_\_\_\_  
Legal Name

- ☐ A corporation organized under the laws of the State of \_\_\_\_\_
- ☐ An LLC organized under the laws of the State of \_\_\_\_\_
- ☐ A partnership organized under the laws of the  
State of \_\_\_\_\_ and consisting of \_\_\_\_\_
- ☐ An individual residing at \_\_\_\_\_

and operating Part 15 Radio Station licensed hereunder (hereinafter called  
"Part 15 Radio Broadcaster") with offices located at:

\_\_\_\_\_  
City of \_\_\_\_\_ State of \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(the "Agreement").

WHEREAS, Part 15 Radio Broadcaster operates an extremely low power  
radio station with a small audience limited by its geographic reach that is exempt  
from licensing under the Communications Act of 1934; and

WHEREAS, the station performs works of music in the BMI repertoire and  
desires to be licensed by BMI on a blanket basis in order to comply with the U.S.  
Copyright law, and BMI desires to license the station on a basis which takes into  
account its limited power/audience;

NOW, THEREFORE, the parties hereto agree as follows:

