

C3: Chocolate Chef Competition

EXHIBIT B

(Ownership Representation and Assignment of Proprietary Rights)

Intellectual Property Rights: Ownership Representation and Assignment

IN CONSIDERATION of the offer which the undersigned individual (the "Individual") has accepted from Valrhona, Inc. ("Valrhona") to represent the undersigned restaurant (the "Restaurant") by participating in the Chocolate Chef Competition (C3) sponsored by Valrhona, the Individual and Restaurant hereby agree to the following:

1. The Individual and the Restaurant jointly and severally hereby do assign to Valrhona and StarChefs as their exclusive property the entire right, title and interest in and to all creations, inventions, discoveries, developments, improvements, innovations, modifications or the like, whether of a technical or business nature, including recipes, processes and finished products (and all likenesses thereof) (all collectively referred to as "Creations"), whether patentable or not, which are conceived, made, or developed by Individual, solely or jointly with others, in connection with C3. We further acknowledge that all original works of authorship which are made by Individual (solely or jointly with others) within the scope of C3 and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.
2. Each of Individual and Restaurant shall execute any and all applications, assignments or other instruments or documents, and shall provide proper assistance during and subsequent to C3, at reasonable cost to be paid by Valrhona, which Valrhona shall deem necessary to enable Valrhona to obtain patents, copyrights, or other legal protection for any such Creations in the United States or elsewhere, or otherwise to protect, defend or enforce the interests of Valrhona with respect to any such Inventions.
3. Valrhona may give notice of the existence and terms of this Agreement to anyone else working with Individual or Restaurant or evidencing an intent to do the same.
4. Each of Individual and Restaurant hereby grants to Valrhona and StarChefs on a non-exclusive, royalty-free and perpetual basis the license to reasonable use of the name, history and likeness of each of the Individual and the Restaurant in connection with the promotion of C3 and any Creations.
5. Each Creation constitutes the original work of Individual and is the exclusive property of Individual and/ or Restaurant. No Invention infringes or otherwise violates a copyright, trademark, patent, trade secret or other intellectual property right, or any other right of a third party (including, without limitation, the right of privacy or publicity).

IN WITNESS WHEREOF, each of the undersigned, intending to be bound, has signed where indicated below this _____ day of _____ 2017. [*Please handwritten date.*]

Print name of Individual

Print name of Restaurant

Signature of Individual

Signature of Authorized Representative