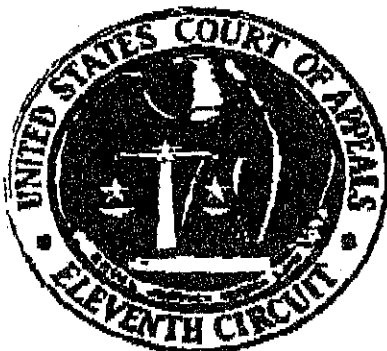


# United States Court of Appeals for the Eleventh Circuit



56 Forsyth Street, N.W.  
Atlanta, GA 30303

due  
Nov., 15

### FAX TRANSMITTAL COVER SHEET

TO: Norman Davis

FROM: Janifer Alexander

Clerk's Office

DATE: 10/26/00

DOCUMENT DESCRIPTION: 00-10510; Greenberg v.  
National Geographic - letter from Court

TOTAL NUMBER OF PAGES (including this page): 3

CONTACT: Person: Janifer

PHONE NO: (404) 335-  
16172

United States Court of Appeals  
Eleventh Circuit  
56 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Thomas K. Kahn  
Clerk

In Replying Give Number  
Of Case And Names of Parties

October 26, 2000

MEMORANDUM TO ALL ADDRESSEES:

NO. 00-10510 GREENBERG vs. NATIONAL GEOGRAPHIC SOCIETY

Pursuant to the Court's direction, defendant-appellee, Mindscape, is directed to supplement the record by providing this court with a copy of the copyright registration certificate and the deposit materials pertaining to the Mindscape Program ("Program") (i.e., the subject of the "shrink-wrap" license) portion of the National Geographic CD-ROM Product ("Product").

Further, the parties are directed, under separate cover, to provide this court with copies of any agreements between Greenberg and the National Geographic Society ("Society") in which Greenberg agreed to permit the Society to use his photographs in National Geographic Magazine ("Magazine"). The parties should also provide this court with a copy of the letter in which Greenberg requested the Society transfer all rights in his pictures back to him, as well as provide a copy of the document in which the Society transferred those rights back to him. If any of these documents are already in the record, the parties should provide the applicable citations to the record, as well.

Additionally, the parties and amici are directed to file supplemental briefs, not to exceed 15 pages, on the following two issues:

- (1) Assuming, *arguendo*, that the language of 17 U.S.C. Sect.201(c) is ambiguous and/or subject to interpretation, and it is helpful to look to the legislative history for clarification, please discuss the following excerpt from H.R. Rep. No. 94-1476 (1976): "Under the language of this clause...the publisher could not revise the contribution itself or include it [the contribution] in a new anthology or entirely different magazine or other collective work." (emphasis added). Specifically, address whether the Product in its entirety represents a "new collective work" within the purview of that legislative history.

- (2) Address the issue of whether a change in the medium (from print to digital) for the collective set of individual issues of the Magazine (each of which constitutes a collective work), integrated together with the Moving Sequence and the Program constitutes a new product, in a new medium, in a new market, that transcends the publisher's privilege in Sect. 201(c).

Each party and amicus shall have 20 days from the date of this notice in which to submit to the Court the requested documents and supplemental briefs. These items must physically be received in this office by the due date (November 15, 2000).

This notice is being sent to counsel by facsimile transmission. A hard copy of this notice will also be placed in the mail for counsel's files. If there are any questions regarding the above, please contact the Clerk's office immediately.

Sincerely,

THOMAS K. KAHN, Clerk

BY: Brenda H. McConnell, Manager *BHC*  
Case Closing/(404) 335-6209

Reply to Brenda McConnell at the above number or Jenifer Alexander at (404) 335-6172.

# National Geographic Magazine

WASHINGTON, D. C. 20036

June 14, 1989

KENT J. KOBERSTEEN  
Assistant Director of Photography

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, FL 33156

Dear Jerry:

This letter, when signed by both parties, will constitute your agreement as a freelance photographer with the National Geographic Society ("NGS") to photograph Pennakamp Reef Park (#05738) for National Geographic Magazine.

1) This assignment will extend for 20 days. Your compensation will be at the rate of:

(a) \$350 per day for days spent shooting or in field research (i.e., research directly germane to producing the coverage); and

(b) one half of the above rate per day for days spent in travel (including arranging or waiting for travel); on standby, in the field or elsewhere; or in consulting with NGS editors ("editorial days").

2) Your compensation is subject to the following provisions:

(a) Work beyond the anticipated assignment days mentioned above will be compensated at the same daily rates as above. Should it become necessary to extend this assignment for additional days, you must get authorization to do so from the Director of Photography, the Assistant Director of Photography or the Illustrations Editor assigned to the project.

(b) The total compensation paid to you for this assignment will be applied against the page rate of \$300 a page for the National Geographic Magazine, or a minimum of \$100 a transparency, whichever is greater.

3) When working for NGS, you will carefully avoid doing similar work for publications which NGS would consider to be editorially competitive with it. You will advise NGS promptly of any possible conflict of interest that may develop. You also will take care not to grant any prepublication interviews or assist in any way in the preparation of any prepublication articles or other press coverage in any medium which would reveal the subject matter, editorial content or the scheduling of an assignment, article or story for the National Geographic Society.

Mr. Jerry Greenberg  
(Pennekamp Reef Park//05738)

-2-

June 14, 1989

4) By this Agreement you warrant to NGS that publication of any photographs taken by you on this assignment will not infringe upon any right of privacy, copyright or any other proprietary right of a third party.

5) All photographs taken by you under this Agreement will be considered as specially commissioned for use by NGS and upon creation all rights, including the copyright and world publication rights, to these photographs will automatically, by virtue of this Agreement, be deemed transferred exclusively and indefinitely to NGS, subject to the following provisions:

(a) all photographs will be returned to you along with all rights to said photographs under the following conditions: (i) none may be made available to anyone for publication until sixty days after NGS has published its selections; (ii) it is understood that any necessary rights clearance or release for non-NGS publication is your independent responsibility; and (iii) NGS may make and retain copies of some of the photographs ("reference selects") for reference purposes only in its Illustrations Library;

(b) you grant to NGS without additional charge the right to use your name, likeness and biographical material in connection with the publication of any photographs retained by NGS under this Agreement;

(c) NGS may crop your photographs.

6) You undertake all work under this Agreement as an independent contractor. NGS assumes no responsibility for your health, safety or property or that of any person accompanying or assisting you. While on assignment in the field you will be covered by NGS's accident insurance policy, which provides a payment of \$200,000 to you in the event of total disability or to your beneficiary, specified below, in the event of death, and lesser coverage for other injuries. The policy also provides up to \$10,000 for excess medical coverage, i.e. for costs beyond those covered by your own personal accident and health coverages. The above coverage is restricted to you alone.

7) While you are on NGS assignment, NGS will pay or reimburse you for all reasonable expenses and will supply you with film and processing. At the close of this assignment you will provide NGS with a diary of your activities while on assignment, including an accurate and complete record of the people and places represented in your photographs. A final accounting of expenses, supplies, etc. for an assignment will be due to NGS no later than two weeks after the work on that assignment is finished. Failure to reconcile expense/supply accounts with NGS in a timely manner may impede payment of fees.

8) Your work on this assignment will not be considered complete until so indicated by the Illustrations Editor. At the end of the assignment you will deliver to NGS all photographs you have taken on this assignment as well as complete captions for your photographs. You will be available for a projection session with the editor to explain your work. If you are

Mr. Jerry Greenberg  
(Pennekamp Reef Park//05738)

-3-

June 14, 1989

called back for editorial consultation, you will be paid a fee of \$175 per day plus expenses.

9) This agreement cannot be modified except by written instrument signed by both of us.

If the foregoing is acceptable, please sign and return the enclosed copy of the Agreement to me.

Sincerely yours,  
NATIONAL GEOGRAPHIC SOCIETY

By Kent J. Koberstaen  
Kent J. Koberstaen

Agreed to and Accepted:

Jerry Greenberg  
Name  
JUNE 14th 89  
Date  
431-523-822  
Social Security/  
Federal ID#  
JERRY GREENBERG

Check to be Written  
to the Order of

© JERRY GREENBERG  
Credit Line to read  
**ALL RIGHTS RESERVED**

IDA Z GREENBERG  
Insurance Beneficiary  
WIFE  
Relationship to you  
6840 SW 72 ST  
MIAMI, FL. 33156  
Address

(For NGS records):  
Executed copy received:

Date

KJK/mac

# National Geographic Magazine

WASHINGTON, D. C. 20036

ROBERT S. PATTON  
ILLUSTRATIONS EDITOR

"EXHIBIT B"

May 9, 1990

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

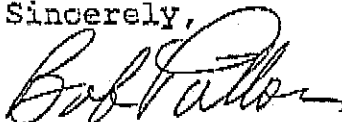
Dear Jerry:

Enclosed is our check in the amount of \$3,000 in payment for the one-time use of your two panoramas and one stock photograph with our upcoming Pennekamp Reef Park article. Enclosed also is our voucher with an itemization of the transparencies and rates. We will retain the originals of the 1961 "wall" panorama in our files for safety, as before.

The remaining published photographs are from the 1989 assignment and payment has already been made to you through the minimum guarantee. Under the terms of the assignment, the originals of the published pictures will be returned to you as soon as they have been video disked for our files. The yellow boxes and workbox will be returned shortly as well.

Hope all is well with you.

Sincerely,



Robert S. Patton  
Illustrations Editor

RSP/j  
Enc.: check #269421/\$3,000  
voucher #25980

*Jerry: Good stuff!  
Thanks  
BF*

NATIONAL GEOGRAPHIC SOCIETY  
SEVENTEENTH AND M STREETS, N.W.  
WASHINGTON, D.C. 20036

25980

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

THE ATTACHED CHECK IS IN SETTLEMENT OF ITEMS LISTED BELOW. IF INCORRECT, PLEASE RETURN THIS VOUCHER WITH CHECK.

DESCRIPTION		AMOUNT
Payment for the one-time reproduction rights to two panoramas, one made up of 5 color transparencies and one made up of 2 color transparencies, at the rate of \$1,250 per panorama, appearing in the Pennekamp Reef article in <u>National Geographic Magazine</u> .....	\$2,500.00	
and payment for the one-time reproduction rights to one stock photograph at the rate of \$500 per photograph, appearing in the Pennekamp Reef article in <u>National Geographic Magazine</u> .....	\$ 500.00	
Total:		\$3,000.00
Panoramas: JG-260      Stock: JG-978 JG-261 JG-262 JG-263 JG-264 and JT2-23 JT2-24		



January 15, 1990

**EXHIBIT** C

Mr. Robert Patton  
NATIONAL GEOGRAPHIC MAGAZINE  
Washington D.C. 20036

Dear Bob:

By now, you have probably made you final selection on the photos you will be using on the Pennckamp Park story. I have enclosed a copy of an assignment of copyright on the three major pieces that I have done for the magazine. They are PENNEKAMP PARK (January, 1962), SHARKS (February, 1968) and BUCK ISLAND (May, 1971).

If you intend to use any photographs from the original Pennckamp Park piece, the proper copyright credit should now read:

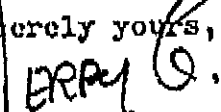
©1962, 1990, Jerry Greenberg. All rights reserved

Any other photographs of mine which will be used in the article should bear the copyright credit of:

©1990, Jerry Greenberg. All rights reserved

Thank you on taking care of the above matters for me. As you know, copyrights are very important to me. In fact I am now filling out the proper RE form for the January, 1962 material, as it has been 28 years from its first publication.

There is one more item I want to check with you on. I understand that it is a practice of your news release department to place pieces with the outside media about forthcoming articles that will appear in the National Geographic Magazine. I would appreciate it if you would advise this department not to release any of my photographs to the outside media for this purpose. This is not a matter of money or the fact that I do not want to promote our feature will will be coming out in the July 1990 issue. My only concern on this matter is the problem of newspapers and magazines getting my material from the Geographic and placing these photographs in their picture "morgue" and having unauthorized use of them later on. I have had some problems with several newspapers some years ago and do not want to go through this aggravation again.

Sincerely yours,  
  
Jerry Greenberg

DISTRICT OF COLUMBIA

The Bond Buyer - 08/14/2000

Copyright (c) 2000 American Banker, Inc. All Rights Reserved.

Moody's Investors Service has rated the National Geographic Society's first-ever public debt offering. The \$24.27 million of tax-exempt variable-rate revenue bonds, expected to sell Aug. 17, garnered a rating of Aa2/VMIG-1 from Moody's, but has not been rated by Standard & Poor's or Fitch. John C. Nelson, a senior vice president in Moody's public finance group, said the 501(c)(3) organization is planning to use the Series 2000 bond proceeds mainly to fund renovations and equipment upgrades at its headquarters building in the District of Columbia.

Although the society, which he described as one of the oldest and most successful not for-profit organizations in the country, has considerable balance sheet assets, Nelson said Moody's gave the bonds an Aa2 rating because sales of its core product, National Geographic Magazine, and its U.S. membership base, are not growing. Although there is great overseas potential for its products, it is not clear if the society will be able to capture it, he said. The underwriter in the deal is Morgan Stanley Dean Witter, and the bonds are due to mature in 2014.

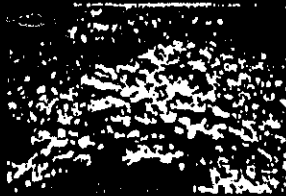
[http //www.bondbuyer.com](http://www.bondbuyer.com)

JERRY'S  
SET

5738-070



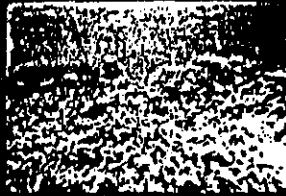
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5738-072



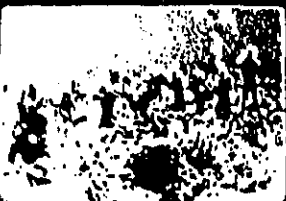
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[REDACTED]



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5738-076



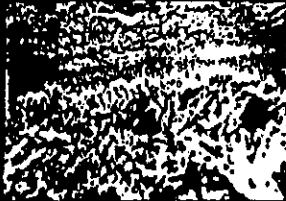
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5738-081



5738-082



5738-083



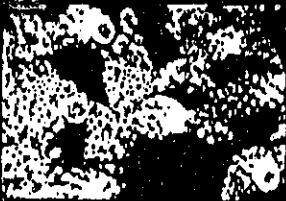
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5783-087



5783-088



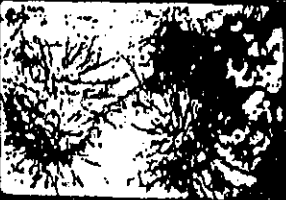
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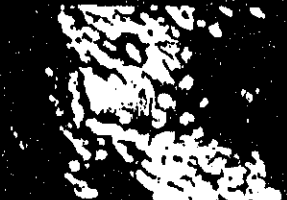
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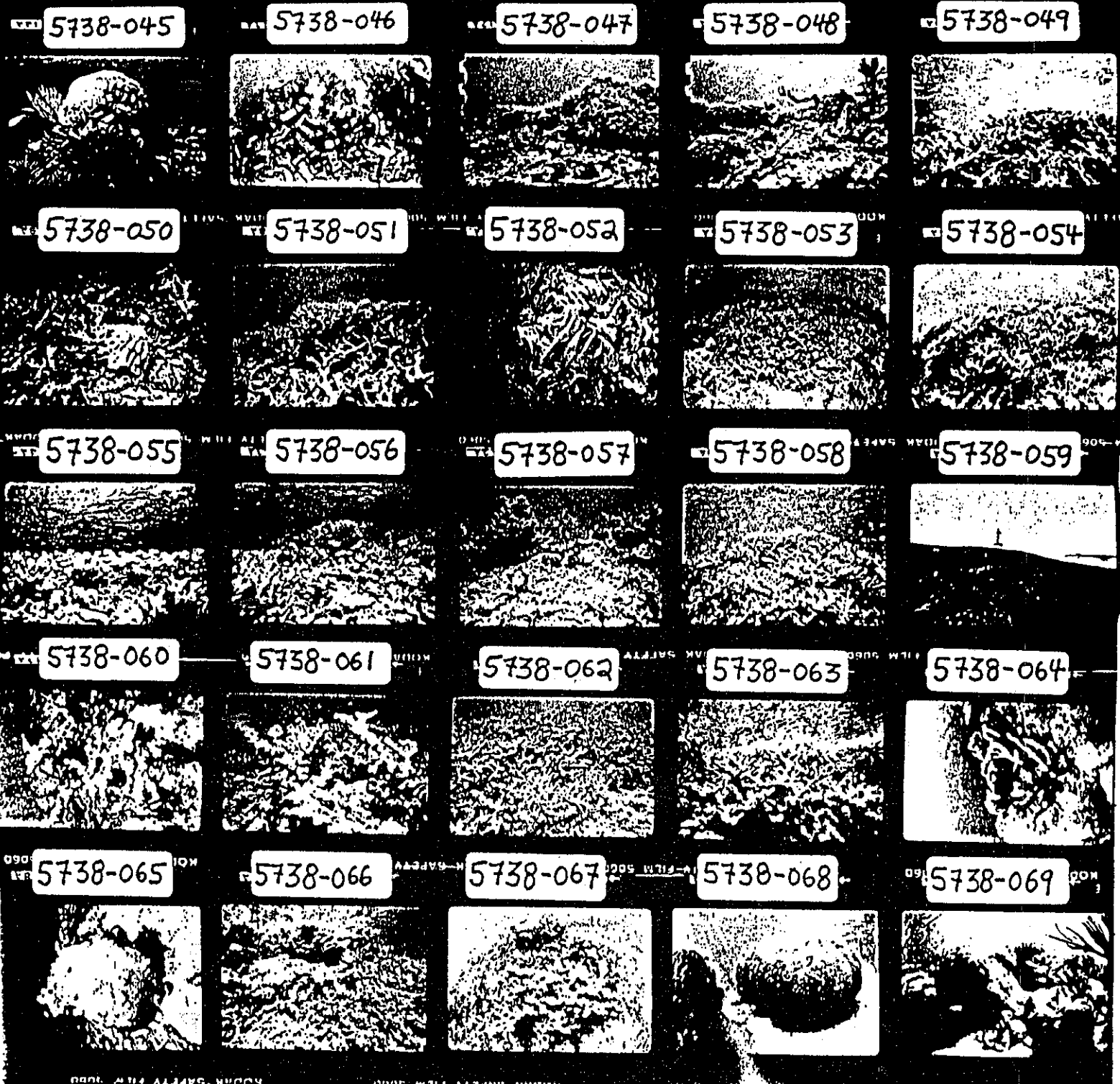


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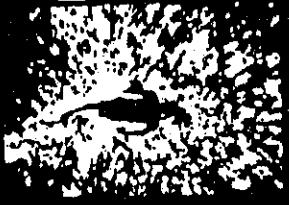
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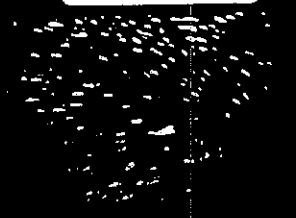
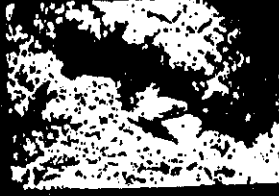
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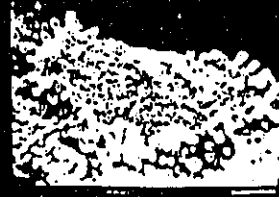
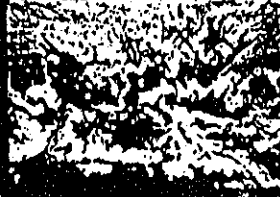
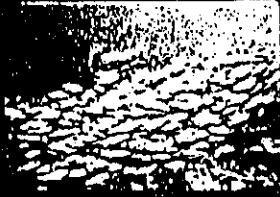
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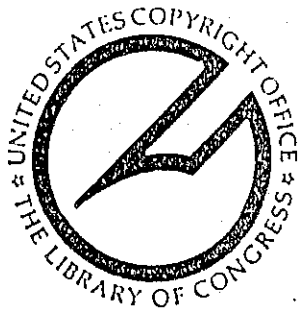
5738-118

5738-119

5738-120



# CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 410(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*[Signature]*

REGISTER OF COPYRIGHTS

United States of America

ORM VA  
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VAU VA 204-406 VAU

EFFECTIVE DATE OF REGISTRATION -

MAR 11 1991

Month Day Year

OFFICIAL SEAL

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

NATIONAL GEOGRAPHIC SELECTS (5738-045 to 5738-120)

NATURE OF THIS WORK ▼ See instructions

76-PHOTOGRAPHS

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

NAME OF AUTHOR ▼

2 Jerry Greenberg

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

1927

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ► U.S.A.  
Domiciled in ► U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Jerry Greenberg shot these photographs in summer of 1989

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ►  
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
OR { Citizen of ►  
Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous?  Yes  No  
Pseudonymous?  Yes  No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.  
1989

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Complete this information ONLY if this work has been published.  
Month ► Day ► Year ► Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Jerry Greenberg  
6840 SW 92nd Street  
Miami, Florida 33156

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

DO NOT WRITE HERE OFFICE USE ONLY

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ► Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See detailed instructions. Sign the form at line 8.

DO NOT WRITE HERE

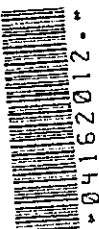
Page 1 of 1 pages

1

2

NOTE  
Under the law, the "author" of a

04162012



3

4

See instructions before completing this space.

VAU 204-406

EXAMINED BY 75

CHECKED BY [Signature]

CORRESPONDENCE Yes

DEPOSIT ACCOUNT FUNDS USED

FORM VA

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼
- This is the first published edition of a work previously registered in unpublished form.
- This is the first application submitted by this author as copyright claimant.
- This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

**DERIVATIVE WORK OR COMPILATION** Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▼

b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Jerry Greenberg  
6840 SW 92nd Street  
Miami, Florida 33156

Area Code & Telephone Number ▶ (305) 667-4051

**CERTIFICATION** I, the undersigned, hereby certify that I am the

- Check only one ▼
- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of \_\_\_\_\_

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this is a published work, this date must be the same as or later than the date of publication given in space 3.

Jerry Greenberg date ▶ March 5, 1991

Handwritten signature (X) ▼ Jerry Greenberg

MAIL CERTIFICATE TO

Name ▼	Jerry Greenberg
Number/Street/Apartment Number ▼	6840 SW 92nd Street
City/State/ZIP ▼	Miami, Florida 33156

Certificate will be mailed in window envelope

- Have you:**
- Completed all necessary spaces?
  - Signed your application in space 8?
  - Enclosed check or money order for \$10 payable to Register of Copyrights?
  - Enclosed your deposit material with the application and fee?

\* 17 U.S.C. 1506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

5

6

See instructions before completing this space.

7

Be sure to give your daytime phone number.

8

9

# National Geographic Society

WASHINGTON, D. C. 20036

SUZANNE DUPRÉ  
CORPORATE COUNSEL

July 3, 1989

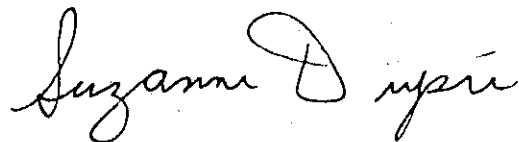
Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

Dear Mr. Greenberg:

The National Geographic Society hereby assigns to you all right, title and interest, including copyright, in the following photographs that were selected for the Society's permanent collection:

- U.S. National Parks - Virgin Islands  
File No. JG-964  
Date: October 1965
- U.S. National Parks - Virgin Islands  
File No. JG-975  
Date: October 1965  
Published in Treasures in the Sea, p. 13
- U.S. National Parks - Virgin Islands  
File No. JG-976  
Date: October 1965
- U.S. National Parks - Virgin Islands  
File No. JG-984  
Date: October 1985

Sincerely yours,





# National Geographic Magazine

WASHINGTON, D. C. 20036

SUSAN A. SMITH  
DIRECTOR OF SUPPORT SERVICES  
PHOTOGRAPHY

July 10, 1989

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

Dear Mr. Greenberg:

I am happy to be able to return to you four of your photographs that were originally part of your 1965 Virgin Islands coverage and that were retained for our permanent collection to offset a minimum guarantee.

A letter from Suzanne Dupre assigning copyright to you is enclosed.

Sincerely,

*Susan Smith*

# National Geographic Magazine

WASHINGTON, D. C. 20036

SUSAN A. SMITH  
DIRECTOR OF SUPPORT SERVICES  
PHOTOGRAPHY

July 10, 1989

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

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INDEXED MADE IN U.S.A. FILE SELECT JERRY GREENBERG

NATIONAL PARKS  
Jad - Andrews

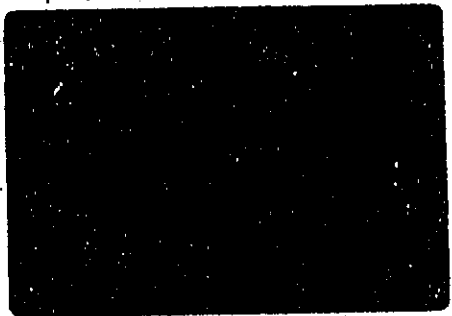


PHOTO. FILE

U.S. Nat. Parks. 56 976  
OCT 1965

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NATIONAL PARKS  
Jad - Andrews

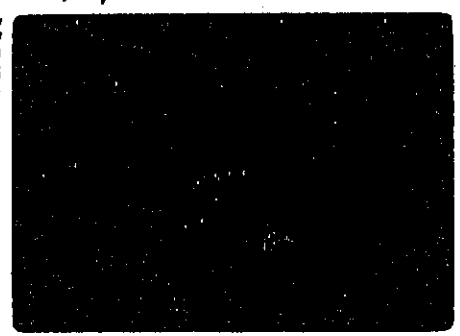


PHOTO. FILE

TRUNK BAY  
U.S. Nat. Parks. 56 976  
OCT 1965

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JERRY GREENBERG  
NATIONAL PARKS  
U.S. NATL. PARKS



Settlement Proposal - Counts I and II

- (1) The Society will pay to the Greenbergs the sum of \$42,000.00. That sum is inclusive of all legal expense to date that is related to the claims in Counts I and II.
- (2) Additionally, the Society will pay to the Greenbergs each year the sum of \$1,000.00 as a license fee for the continued use by Educational Insights, Inc. of the disputed images in its product. The fee for 1998 will be paid with the amount stated in (1) above. Fees for any subsequent years will be paid by January 1 of each year of license. The license will expire at the end of each year and no further fees will be required upon receipt by the Greenbergs of a sworn statement by an officer of Educational Insights, Inc. or the Society that all manufacture, distribution and sale of the product containing the disputed images has ended.
- (3) In order to safeguard against any future problems, the Society (and its affiliates, if applicable) will promptly provide to Mr. Greenberg a visual inventory of all photographs created originally by him, or any copies or derivatives that the Society is holding in its files, archives, libraries, databases or elsewhere. Mr. Greenberg will thereupon, utilizing the inventory, identify all such items for which he holds copyright and for which he can demonstrate such copyright or other proprietary right, and provide such identification to the Society. The Society will provide written assurance that no photographs or items so identified will ever be published, distributed, licensed, sold or otherwise utilized by the Society, or by others with its consent or participation, without a prior written agreement with Mr. Greenberg.
- (4) Copyright in the disputed images in the Educational Insights product will be assigned to Mr. Greenberg by the Society. Such assignment will not be effective as to any other images contained in that product.
- (5) Upon satisfaction of the items listed above, the Greenbergs are willing to execute a limited release applicable to the matters addressed in Counts I and II.

# National Geographic Society

WASHINGTON, D. C. 20036

SUZANNE DUPRÉ  
CORPORATE COUNSEL

July 3, 1989

Mr. Jerry Greenberg  
6840 S.W. 92nd Street  
Miami, Florida 33156

Dear Mr. Greenberg:

The National Geographic Society hereby assigns to you all right, title and interest, including copyright, in the following photographs that were selected for the Society's permanent collection:

- U.S. National Parks - Virgin Islands  
File No. JG-964  
Date: October 1965
- U.S. National Parks - Virgin Islands  
File No. JG-975  
Date: October 1965  
Published in Treasures in the Sea, p. 13
- U.S. National Parks - Virgin Islands  
File No. JG-976  
Date: October 1965
- U.S. National Parks - Virgin Islands  
File No. JG-984  
Date: October 1985

Sincerely yours,

