

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T ASSET ACQUISITION COMPANY, LLC, AS SUCCESSOR-IN-INTEREST TO CANAL+D.A., CAROLCO PICTURES, INC., AND AGV PRODUCTIONS, INC. IN CONNECTION WITH TRADEMARK LICENSE AGREEMENT DATED APRIL 29, 1996		03/19/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PFT MEDIA HOLDINGS LLC
Street Address:	740 State Street, Suite 200
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1719530	ENDOSKELETON
Registration Number:	1753212	
Registration Number:	3068534	
Registration Number:	2662146	
Registration Number:	2139132	T2
Registration Number:	2678650	T2-3D TERMINATOR 2
Registration Number:	2533609	T2-3D TERMINATOR 2
Registration Number:	2638096	T2 TERMINATOR 2 3-D
Registration Number:	1783508	TOOT 'N GO TRAIN

OP \$590.00 1719530

Registration Number:	1670838	TERMINATOR
Registration Number:	1690819	TERMINATOR
Registration Number:	1682394	TERMINATOR
Registration Number:	1705820	TERMINATOR
Registration Number:	1687143	TERMINATOR
Registration Number:	2249579	TERMINATOR
Registration Number:	2989252	TIA DESIGNS
Registration Number:	3712702	TERMINATOR
Registration Number:	3729690	TERMINATOR
Registration Number:	2309253	TERMINATOR 2
Registration Number:	3685327	TERMINATOR 2: 3D
Registration Number:	2962827	TERMINATOR 3
Registration Number:	2896248	TERMINATRIX
Serial Number:	77382404	TERMINATOR

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	028613-0018
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	04/16/2010

Total Attachments: 44
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ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this "Agreement"), dated as of March 19, 2010, is made and entered into between **T Asset Acquisition Company, LLC**, a Delaware limited liability company ("Assignor"), **PFT Media Holdings LLC**, a Delaware limited company ("Assignee") and StudioCanal S.A., a French Société Anonyme ("Licensor").

W I T N E S S E T H

WHEREAS, pursuant to a certain asset purchase agreement, dated as of 8th day of February, 2010 (the "Purchase Agreement"), by and between (i) Halcyon Holding Group, LLC d/b/a The Halcyon Company ("Halcyon") and certain of Halcyon's affiliates, including Assignor (collectively "Debtors") and (ii) Assignee, Assignor agreed to sell, transfer, convey, assign and deliver, and Assignee agreed to purchase, acquire and accept, any and all rights of Assignor under that certain contract described on Schedule A attached hereto (the "Trademark License Agreement").

WHEREAS, Assignor desires to assign, transfer and convey all of its right, title and interest in the Trademark License Agreement.

WHEREAS, Assignee desires to purchase, acquire and accept all of Assignor's right, title and interest in the Trademark License Agreement.

WHEREAS, Licensor desires to consent to the assignment, transfer and conveyance of all of Assignor's rights, titles and interest in the Trademark License Agreement to Assignee upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, subject to the entry of an order of the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court") authorizing Assignor, as debtor and debtor in possession, to assume and assign the Trademark License Agreement to Assignee ("Assumption Order"):

1. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined in this Agreement or in Schedule A attached hereto shall have the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption.

(a) Assignor hereby assigns to Assignee and its successors and permitted assigns forever all of its rights, titles and interests to the Trademark License Agreement, as amended hereunder, as of the date hereof for purposes of exploitation and sale and/or license of all Sequel and Remake Rights, all Sequels and all Derivative Rights therein granted under the Purchase Agreement.

(b) Assignee hereby agrees to be bound by the terms of the Trademark License Agreement, as amended hereunder, for purposes of exploitation and sale and/or license of all Sequel and Remake Rights, all Sequels and all Derivative Rights therein and other rights granted under the Purchase Agreement.

(c) Assignee hereby assumes and agrees to discharge or perform when due, from and after the date hereof, all of Assignor's duties and obligations under the Trademark License Agreement, as amended hereunder, in respect of exploitation and sale and/or license of all Sequel and Remake Rights, all

Sequels and all Derivative Rights therein and other rights granted under the Purchase Agreement, provided, however, that in any event it is acknowledged that Assignee, shall have no obligations relating to duties and obligations of predecessor licensees under the Trademark License Agreement whether arising prior to the date hereof or after the date hereof with respect to rights that remained licensed to such predecessor licensees under the Trademark License Agreement (e.g. with respect to T3 or T4). The parties acknowledge that such predecessor licensees, including Assignor, continue to be responsible for duties and obligations of predecessor licensees under the Trademark License Agreement (as amended hereunder), whether arising prior to the date hereof or after the date hereof with respect to rights that remain licensed to such predecessor licensees under the Trademark License Agreement (e.g. with respect to T3 or T4).

3. Assignee Acknowledgement. Notwithstanding anything to the contrary in this agreement or the Purchase Agreement, Assignee acknowledges that only characters and other elements which are the sole creation of the Halcyon Parties (and/or third parties, including without limitation AGV Productions, Inc. and its successors, assigns and licensees, whose rights are obtained by Assignee) and/or Assignee (and/or its successors, assigns or licensees), and not those which appear in T1 or T2, may be used in connection with merchandising and commercial tie-ins, including video games and theme park attractions, and that in all such cases any such use is expressly allowed only on the condition that all such merchandising and commercial tie-ins are identified clearly and conspicuously as derived from the Sequels or T3 or T4 as the case may be (and not based upon T1 or T2) and that the product or tie-in, as applicable, is solely ancillary to the Sequels.

4. Sublicenses.

(a) Licensor agrees that Assignee is permitted, without the prior written consent of Licensor:

(i) to use and sublicense to others the right (but not the obligation) to use the word TERMINATOR in the title of any Sequel (as defined in the Purchase Agreement) and in the production and exploitation of same (including in connection with advertising, publicizing or otherwise exploiting same in any medium, now known or hereafter created) so long as the title is distinguished from the title of T1 and T2 by use of words and/or numbers, other than, or in addition to, "TERMINATOR" and "JUDGMENT DAY" and other than the numbers "one" (1, I, first, etc.) or "two" (2, II, second, etc.) (any such title incorporating either "Terminator" or "Judgment Day" being hereinafter referred to as a "Derivative Mark").

(ii) to use and sublicense to others the right to use any Derivative Marks in connection with the exploitation of all rights ancillary to the Sequels, including without limitation, all merchandising, music publishing and soundtrack recording rights, ; provided, however that if such use is in connection with merchandising and commercial tie-ins, (including video games and theme park attractions), the use shall comply with the requirements of Paragraph 3 above.

(b) Any and all other sublicensing of Licensed Rights (as defined in the Trademark License Agreement) by Assignee requires the prior written consent of Licensor).

Assignee represents, warrants and agrees that all such sublicenses shall conform to the terms of the Trademark License Agreement as amended hereunder and shall contain the substance of Paragraph 3 hereof, and that upon Licensor's written request, Assignee will provide Licensor with copies of its sublicense agreements (which may be redacted to remove financial or other confidential terms) sufficient to enable Licensor to confirm Assignee's compliance with the foregoing.

(c) The parties agree that as between the parties the term "Licensed Rights" as set forth in the Trademark License Agreement shall include any Derivative Marks, including in any logo form in which they appear, as used, applied for and as registered anywhere in the world at any time and from time to time. The parties agree to cooperate fully and in good faith in the protection and enforcement of the trademark rights in the Derivative Marks. Assignee agrees with respect to any sublicenses granted that it will cause the sublicensees to cooperate fully and in good faith with Licensor and execute such documents as Licensor may reasonably request for the purpose of securing and preserving the rights of Licensor in and to Licensed Rights used by such sublicensees. Assignee shall, as between the parties, be responsible for all out of pocket costs (including outside counsel's legal fees and costs) borne by Licensor in applying for registration for any Derivative Marks at the written request of Assignee and, as Assignee may request, enforcing the intellectual property rights in the Derivative Marks against unauthorized users. Licensor agrees that it shall not use, or license for use, any Derivative Mark adopted for use by Assignee or its sublicensees of which it has previously been notified in writing by Assignee in the exercise of its rights under the Sale Agreement as that term is defined in the Trademark License Agreement (including without limitation in its own merchandising and commercial tie-ins, including video games and theme park attractions). Assignee agrees to indemnify Licensor to the extent permitted by applicable law against all actions, claims, out of pocket costs, demands and out of pocket expenses (collectively, "Claims") to the extent such Claims arise out of or are based upon any claim that the ownership, licensing or other use of a Derivative Mark adopted by Assignee or its sublicensees constitutes infringement, dilution, misappropriation or other violation of the intellectual property rights of any other person.

(d) As between Licensor and Assignor, Paragraph 4 of the Second Amendment is hereby deleted and this Paragraph 4 is substituted in lieu thereof, provided that for such purpose references to Assignee in this Paragraph 4 shall be deemed to refer to Assignor.

(e) The terms and conditions of the Trademark License Agreement are otherwise hereby ratified and confirmed in all respects.

(f) Attached hereto as Schedule B is an updated list of the trademark registrations and applications held by Licensor relating to the TERMINATOR motion picture series included among the Licensed Rights

5. Defaults. Assignor agrees to cure all defaults set forth on Schedule C in the manner set forth on Schedule C.

6. Further Assurances. Assignor, Assignee and Licensor hereby agree to take any and all additional actions, including, without limitation, the execution, acknowledgment and delivery of any and all documents which Assignor, Assignee or Licensor may reasonably request, in order to effect the intent and purposes of this Agreement and the transactions contemplated hereby.

7. Amendment and Modification; Waiver. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by all of the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, remedy or privilege, nor any single or partial exercise of any such right, power, remedy or privilege, preclude any further exercise thereof or the exercise of any other such right, remedy, power or privilege.

8. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and

assigns any rights, remedies or claims under, or by any reason of, this Agreement or any term, covenant or condition hereof.

9. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California without giving effect to the principles of conflicts of law thereof.

11. Effectiveness. This Agreement shall be effective upon the occurrence of all of the following events: (i) entry of an order of the Bankruptcy Court approving a stipulation between Debtors and Licensor authorizing the assumption and assignment of this Agreement, (ii) delivery of a written notice by Assignor (or Assignee) to StudioCanal providing that the Trademark License Agreement, as amended hereunder, is assumed; and (iii) the occurrence and completion of the closing of the sale of certain assets of the Debtors to Assignee in accordance with the terms of the Purchase Agreement and entry of the order approving of the Bankruptcy Court approving the sale.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE ASSIGNOR:

T ASSET ACQUISITION COMPANY, LLC

By: 

Name: James Derek Anderson + Victor Khorick

Title: Authorized Signatories

THE ASSIGNEES:

PFT MEDIA HOLDINGS LLC

By: Pacifcor, LLC, as the Manager

By: Andrew B. Mitchell

Its: Chief Executive Officer and
Chief Investment Officer

STUDIOCANAL, S.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE ASSIGNOR:

T ASSET ACQUISITION COMPANY, LLC

By: _____
Name: _____
Title: _____

THE ASSIGNEES:

PFT MEDIA HOLDINGS LLC

By: Pacifcor, LLC, as the Manager

By: Andrew B. Mitchell
Its: Chief Executive Officer and
Chief Investment Officer

STUDIOCANAL, S.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE ASSIGNOR:

T Asset Acquisition Company, LLC

By: _____
Name: _____
Title: _____


THE ASSIGNEE:

PFT Media Holdings LLC

By: _____
Name: _____
Title: _____

THE LICENSOR:

StudioCanal S.A.

By: 
Name: Olivier COURSON
Title: CEO

Schedule A

Trademark License Agreement dated as of April 29, 1996, between Canal+ D.A. and Carolco Pictures Inc., as assigned by Carolco Pictures Inc. to AGV, as amended by Amendment Agreement dated April __, 2003 by and between StudioCanal Image S.A., (as successor to Canal+D.A.) and AGV and Amendment Agreement dated July 22, 2008 by and between StudioCanal S.A. (as successor to StudioCanal Image S.A) and T Asset Acquisition Company, LLC, as successor to AGV's rights relating to the making of remakes and sequels to the films T1 and T2 ("Second Amendment").

[attached hereto as Exhibit A]

998076v.2
CHIDMS1/2773912.2

a

Schedule B

TERMINATOR Series Trademark Registrations and Applications

998076v.2
CHIDMS1/2773912.2

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Schedule B

StudioCanal S.A.	TERMINATOR	Australia	1291861			24	Pending
StudioCanal S.A.	TERMINATOR II	Australia	534127	534127	14 May 1990	9	Registered
StudioCanal S.A.	TERMINATOR II	Australia	534128	534128	14 May 1990	28	Registered
StudioCanal S.A.	TERMINATOR II	Australia	534129	534129	14 May 1990	25	Registered
StudioCanal S.A.	TERMINATOR II	Australia	534130	534130	14 May 1990	16	Registered
Austria							
StudioCanal S.A.	TERMINATOR II	Austria		136592		31 Jul 1991	9,16,25,28 Registered
Benelux							
StudioCanal S.A.	TERMINATOR II	Benelux	0746007	480108	11 May 1990	9,16,25,28	Registered
Bosnia & Herzegovina							
StudioCanal S.A.	TERMINATOR	Bosnia & Herzegovina	BAZ0913726A			9,16,25,28	Pending
Brazil							
StudioCanal S.A.	TERMINATOR II	Brazil	815754078	815754078	7 Apr 1992	28	Registered
StudioCanal S.A.	TERMINATOR II	Brazil	815754094	815754094	7 Apr 1992	16	Registered

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StudioCanal S.A.	TERMINATOR II	Brazil	815754108	815754108	20 Apr 1992	9	Registered
Bulgaria							
StudioCanal S.A.	TERMINATOR 2	Bulgaria	18870	18870	5 Oct 2000	9,18,25,28	Registered
Canada							
StudioCanal S.A.	TERMINATOR	Canada	1412893				Pending
StudioCanal S.A.	TERMINATOR II	Canada	657456	420455	10 Dec 1993	8,18,20,25,28,28,30	Registered
Chile							
StudioCanal S.A.	TERMINATOR	Chile	839.601			9	Pending
StudioCanal S.A.	TERMINATOR	Chile	839.602			16	Pending
StudioCanal S.A.	TERMINATOR	Chile	839.603			25	Pending
StudioCanal S.A.	TERMINATOR	Chile	839.604			28	Pending
StudioCanal S.A.	TERMINATOR II	Chile	522.548	601.030	3 Aug 2001	9,18,28	Registered
China							
StudioCanal Image S.A.	TERMINATRIX	China	3684122	3684122	21 Dec 2005	28	Registered
StudioCanal Image S.A.	TERMINATRIX	China	3684123	3684123	21 Mar 2006	25	Registered

Schedule B

StudioCanal Image S.A.	TERMINATRIX	China	3664124	3664124	28 Oct 2005	21	Registered
StudioCanal Image S.A.	TERMINATRIX	China	3664125	3664125	14 Jul 2005	16	Registered
StudioCanal Image S.A.	TERMINATRIX	China	3664126	3664126	14 Mar 2005	9	Registered
StudioCanal S.A.	TERMINATOR	China	3483715	3483715	21 Jan 2005	16	Registered
StudioCanal S.A.	TERMINATOR	China	6615651			28	Pending
StudioCanal S.A.	TERMINATOR	China	6615652			25	Pending
StudioCanal S.A.	TERMINATOR 2	China	84076506	852470	7 Jul 1996	9	Registered
Colombia							
StudioCanal S.A.	TERMINATOR	Colombia	09015494			28	Pending
Costa Rica							
StudioCanal S.A.	TERMINATOR	Costa Rica	2009-1301	193853	21 Aug 2009	9,16,25,28	Pending
Croatia							
StudioCanal S.A.	TERMINATOR	Croatia	Z20090304A			9,16,25,28	Pending
CTM							
StudioCanal S.A.	TERMINATOR	CTM	3001328	3001328	3 Feb 2005	9,14,16,18,21,25,34,38,41	Registered

Schedule B

Denmark						
StudioCanal S.A.	TERMINATOR 2	Denmark	VRO57561991	6 Sep 1991	9,16,25,28	Registered
Dominican Republic						
StudioCanal S.A.	TERMINATOR	Dominican Republic	DN 09-02-109		28	Pending
Ecuador						
StudioCanal S.A.	TERMINATOR	Ecuador	210656		28	Pending
Egypt						
StudioCanal S.A.	TERMINATOR	Egypt	158432		9	Pending
StudioCanal S.A.	TERMINATOR	Egypt	212234		9	Pending
Finland						
StudioCanal S.A.	TERMINATOR 2	Finland	199100154 126152	3 May 1993	9,16,25,28	Registered
France						
StudioCanal S.A.	TERMINATOR II	France	206694 1591518	21 Oct 1996	9,16,25,28	Registered
Germany						
StudioCanal S.A.	TERMINATOR 2	Germany	W64945 DD653364	17 Jun 1993	9,16,25,28	Registered
StudioCanal S.A.	TERMINATOR II	Germany	C40462 1173632	13 Mar 1991	9,16,25,28	Registered
Greece						
StudioCanal S.A.	TERMINATOR 2	Greece	103180	13 Mar 1991	9,16,25,28	Registered

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Hong Kong

StudioCanal S.A.	TERMINATOR II	Hong Kong	19904121	19913457	21 May 1990	16	Registered
StudioCanal S.A.	TERMINATOR II	Hong Kong	19904122	19913458	21 May 1990	25	Registered
StudioCanal S.A.	TERMINATOR II	Hong Kong	19904123	199200967	21 May 1990	28	Registered
StudioCanal S.A.	TERMINATOR II	Hong Kong	19904124	199202788	21 May 1990	9	Registered
StudioCanal S.A.	TERMINATRIX TERMINATRIX	Hong Kong	300025514	300025514	28 May 2003	9,16,20,21,25,28	Registered

Hungary

StudioCanal S.A.	TERMINATOR 2	Hungary	132575	132575	8 Feb 1991	9,16,25,28	Registered
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Iceland

StudioCanal S.A.	TERMINATOR	Iceland	3298/2002	86/2004	6 Aug 2004	9,16,25,28	Registered
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India

StudioCanal S.A.	TERMINATOR	India	1187133			16	Pending
StudioCanal S.A.	TERMINATOR	India	1187135	1187135	28 Mar 2003	28	Registered
StudioCanal S.A.	TERMINATOR	India	1664523			9,25,28	Pending

Indonesia

StudioCanal S.A.	TERMINATOR	Indonesia	D00.2008.015769			9	Pending
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Schedule B

Israel

StudioCanal S.A.	TERMINATOR	Israel	161052	161052	10 Dec 2002	9	Registered
StudioCanal S.A.	TERMINATOR	Israel	161053	161053	10 Dec 2002	16	Registered
StudioCanal S.A.	TERMINATOR	Israel	161054	161054	10 Dec 2002	25	Registered
StudioCanal S.A.	TERMINATOR	Israel	161055	161055	10 Dec 2002	28	Registered

Italy

StudioCanal S.A.	TERMINATOR II	Italy	RM2000C002955	899188	3 Jan 1993	9,16,25,28	Registered
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Japan

StudioCanal S.A.	Depiction of ENDOSKELETON with Device	Japan		2653351	28 Apr 1984	9,25,28	Registered
StudioCanal S.A.	Depiction of ENDOSKELETON with Device	Japan		2664984	31 May 1994	9,16	Registered
StudioCanal S.A.	Depiction of ENDOSKELETON with Device	Japan		2651343	28 Apr 1984	5,9,10,16,17,20,21,22,24,25	Registered
StudioCanal S.A.	ENDOSKELETON (Device mark)	Japan	46062/2001	4761553	20 May 2004	14,16,18,20,21,24,25,26,30,34,41	Registered

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StudioCanal S.A.	ENDOSKELETON (word mark)	Japan	2485064	25 Dec 1992	17	Registered
StudioCanal S.A.	ENDOSKELETON (word mark)	Japan	2542480	31 May 1993	6,9,16,19,20	Registered
StudioCanal S.A.	ENDOSKELETON (word mark)	Japan	2585753	29 Oct 1993	7,8,9,10,11,12,16,17,21	Registered
StudioCanal S.A.	ENDOSKELETON (word mark)	Japan	2515199	31 Mar 1993	6,8,9,15,18,19,20,21,22,24,25,27,28,31	Registered
StudioCanal S.A.	ENDOSKELETON (word mark)	Japan	46061/2001 4761552	2 Apr 2004	14,16,18,20,21,24,25,26,30,34,41	Registered
StudioCanal S.A.	ENDOSKELETON HEAD Device	Japan	103614/2001 4663935	18 Apr 2003	6,9,14,16,18,20,21,24,25,26,30,34,41	Registered
StudioCanal S.A.	ENDOSKELETON HEAD ON FIRE	Japan	103613/2001 4608869	4 Oct 2002	6,9	Registered
StudioCanal S.A.	ENDOSKELETON HEAD ON FIRE	Japan	46063/2001 4748137	20 Feb 2004	14,16,18,20,21,24,25,26,30,34,41	Registered
StudioCanal S.A.	T2 TERMINATOR 2 3-D (Stylized)	Japan	41817/2000 4608868	4 Oct 2002	14,16,18,21,25,28,41	Registered
StudioCanal S.A.	T2-3D TERMINATOR 2 LOGO	Japan	41814/2000 4608866	4 Oct 2002	14,16,18,21,25,28,41	Registered

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StudioCanal S.A.	T2-3D TERMINATOR 2 LOGO	Japan	46060/2001 4622705	22 Nov 2002	20,24,26,30,34	Registered
StudioCanal S.A.	TERMINATOR	Japan	2008-7128		9,25,28	Pending
StudioCanal S.A.	TERMINATOR	Japan	2008- 010205		6,14,18,21,26,34	Pending
StudioCanal S.A.	TERMINATOR (Katakana)	Japan	2018595	26 Jan 1996	9,25,28	Registered
StudioCanal S.A.	TERMINATOR 2	Japan	88710/1991 2577856	30 Sep 1993	3,6,8,11,14,16,17,18,20,21,26	Registered
StudioCanal S.A.	TERMINATOR 2	Japan	H10-24171 4312613	3 Sep 1999	14,18,21,41	Registered
StudioCanal S.A.	TERMINATOR 2 3-D	Japan	41815/2000 4608867	4 Oct 2002	14,16,18,21,25,28,41	Registered
StudioCanal S.A.	TERMINATOR II	Japan	2497956	29 Jan 1993	6,9,14,16,19,20,21	Registered
StudioCanal S.A.	TERMINATOR II	Japan	2461988	30 Sep 1992	20,24,25	Registered
StudioCanal S.A.	TERMINATOR II	Japan	2700342	30 Nov 1994	9,28	Registered

Schedule B

StudioCanal S.A.	TERMINATOR II	Japan	2497957	29 Jan 2003	9,14	Registered
StudioCanal S.A.	TERMINATOR II	Japan	2455819	30 Sep 1992	18,25	Registered
Korea - Republic of (South)						
StudioCanal S.A.	TERMINATOR II	Korea - Republic of 90-14016 (South)	220511	30 Aug 1991	9	Registered
StudioCanal S.A.	TERMINATOR II	Korea - Republic of 90-14017 (South)	222854	2 Oct 1991	16,28	Registered
StudioCanal S.A.	TERMINATOR II	Korea - Republic of 90-14018 (South)	217146	20 Jul 1991	25	Registered
StudioCanal S.A.	TERMINATOR II	Korea - Republic of 90-14019 (South)	226445	22 Nov 1991	9,16,20	Registered
StudioCanal S.A.	TERMINATOR II	Korea - Republic of 90-14847 (South)	221387	14 Sep 1991	25	Registered
Kuwait						
StudioCanal S.A.	TERMINATOR	Kuwait	93895		9	Pending
Lebanon						
StudioCanal S.A.	TERMINATOR	Lebanon	2362	121806	8 Apr 2009	28 Registered
Malaysia						
StudioCanal S.A.	TERMINATOR	Malaysia	03000093	03000093	3 Jan 2003	9 Registered
StudioCanal S.A.	TERMINATOR	Malaysia	02016314	02016314	30 Dec	16 Registered

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StudioCanal S.A.	TERMINATOR	Malaysia	02016315	02016315	30 Dec 2002	28	Registered
StudioCanal S.A.	TERMINATOR	Malaysia	2002/16316	02016316	30 Dec 2002	25	Registered
StudioCanal S.A.	TERMINATOR 2	Malaysia	91005643	91005643	14 Sep 1991	28	Registered
StudioCanal S.A.	TERMINATOR 2	Malaysia	9105644	9105644	14 Sep 1991	16	Registered
Mexico							
StudioCanal S.A.	TERMINATOR	Mexico	965579	1105053	11 Jun 2009	25	Registered
StudioCanal S.A.	TERMINATOR	Mexico	965580			28	Pending
StudioCanal S.A.	TERMINATOR	Mexico	965581	1105054	11 Jun 2009	16	Registered
StudioCanal S.A.	TERMINATOR	Mexico	965582			9	Pending
StudioCanal S.A.	TERMINATOR II	Mexico	87841	394031	24 Apr 1991	9	Registered
StudioCanal S.A.	TERMINATOR II	Mexico	87842	385696	25 Oct 1990	28	Registered
StudioCanal S.A.	TERMINATOR II	Mexico	87843	385697	25 Oct	16	Registered

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1990

StudioCanal S.A.	TERMINATOR II	Mexico	87844	385698	25 Oct 1990	25	Registered
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Netherlands Antilles

StudioCanal S.A.	TERMINATOR	Netherlands Antilles		09856	25 Feb 2003	9,16,25,28	Registered
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New Zealand

StudioCanal S.A.	TERMINATOR	New Zealand	804259			9,16,24,25,28,41	Pending
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StudioCanal S.A.	TERMINATOR 2	New Zealand	208003	208003	4 Feb 2003	28	Registered
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StudioCanal S.A.	TERMINATOR 2	New Zealand	208004	208004	4 Feb 2003	25	Registered
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StudioCanal S.A.	TERMINATOR 2	New Zealand	208005	208005	4 Feb 2003	9	Registered
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StudioCanal S.A.	TERMINATOR 2	New Zealand	208006	208006	4 Feb 2003	16	Registered
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Norway

StudioCanal S.A.	TERMINATOR	Norway	200813196	251708	7 Jul 2009	9,16,25,28	Registered
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StudioCanal S.A.	TERMINATOR 2	Norway	19910433	160716	23 Dec 1993	9,16,25,28	Registered
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Panama

StudioCanal S.A.	TERMINATOR	Panama	180163			28	Pending
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Peru							
StudioCanal S.A.	TERMINATOR	Peru	188895	89714	25 Jun 2003	9	Registered
Philippines							
StudioCanal S.A.	TERMINATOR	Philippines	04-2008-001225			9	Pending
Poland							
StudioCanal S.A.	TERMINATOR 2	Poland	221422	153724	18 Jul 2000	9,16,25,28	Registered
Puerto Rico							
StudioCanal S.A.	TERMINATOR	Puerto Rico	65338			28	Pending
Russian Federation							
StudioCanal S.A.	TERMINATOR	Russian Federation	2002731625		16 Dec 2004	9,16,25,28	Registered
StudioCanal S.A.	TERMINATOR 2	Russian Federation	128879	99002	28 Nov 1990	9,16,25,28	Registered
Saudi Arabia							
StudioCanal S.A.	TERMINATOR	Saudi Arabia	130585			9	Pending
StudioCanal S.A.	TERMINATOR	Saudi Arabia	130586			16	Pending
StudioCanal S.A.	TERMINATOR	Saudi Arabia	130587			28	Pending
Serbia & Montenegro							
StudioCanal Image S.A.	TERMINATOR 2	Serbia & Montenegro	Z-1872/90	37353	2 Oct 1990	9,16,25,28	Registered
Singapore							
StudioCanal S.A.	TERMINATOR	Singapore	T02/18871J	T02/18871J	10 Dec	9	Registered

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2002

StudioCanal S.A.	TERMINATOR	Singapore	T02/18872I T02/18872I	10 Dec 2002	16	Registered
StudioCanal S.A.	TERMINATOR	Singapore	T02/18876A T02/18876A	10 Dec 2002	25	Registered
StudioCanal S.A.	TERMINATOR	Singapore	T02/18877Z T02/18877Z	10 Dec 2002	28	Registered
StudioCanal S.A.	TERMINATOR 2	Singapore	T91/07947E T9107947E	23 Aug 1991	28	Registered
StudioCanal S.A.	TERMINATOR 2	Singapore	T91/07950E T91/07950E	23 Aug 1991	16	Registered
StudioCanal S.A.	TERMINATRIX	Singapore	T0308168E T0308168E	30 May 2003	9	Registered
StudioCanal S.A.	TERMINATRIX	Singapore	T0308169C T0308169C	30 May 2003	16	Registered
StudioCanal S.A.	TERMINATRIX	Singapore	T0308171E T0308171E	30 May 2003	21	Registered
StudioCanal S.A.	TERMINATRIX	Singapore	T0308172C T0308172C	30 May 2003	25	Registered
StudioCanal S.A.	TERMINATRIX	Singapore	T0308173A T0308173A	30 May 2003	28	Registered
South Africa						
StudioCanal S.A.	TERMINATOR	South	2002-		9	Pending

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Africa 19577

StudioCanal S.A.	TERMINATOR	South Africa	2002-19578		16	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2002-19579		25	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2002-19579		28	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2008/02988		9	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2008/02989		16	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2008/02990		25	Pending
StudioCanal S.A.	TERMINATOR	South Africa	2008/02991		28	Pending
Spain						
StudioCanal S.A.	TERMINATOR II	Spain	1569615	1569615	24 May 1990	9 Registered
StudioCanal S.A.	TERMINATOR II	Spain	1569616	1569616	24 May 1990	16 Registered
StudioCanal S.A.	TERMINATOR II	Spain	1569617	1569617	24 May 1990	25 Registered
StudioCanal S.A.	TERMINATOR II	Spain	1569618	1569618	24 May	26 Registered

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1990

Sri Lanka						
StudioCanal S.A.	TERMINATOR	Sri Lanka	144528		25	Pending
Sweden						
StudioCanal S.A.	TERMINATOR II	Sweden	199004586 243724	11 Dec 1992	9,16,25,28	Registered
Switzerland						
StudioCanal S.A.	TERMINATOR	Switzerland	63069/2008 587054	22 Oct 2008	9,16,25,28	Registered
StudioCanal S.A.	TERMINATOR 2	Switzerland	160/1991 387381	10 Feb 2001	9,16,25,28	Registered
Taiwan						
StudioCanal S.A.	TERMINATOR	Taiwan	91052061		9	Pending
StudioCanal S.A.	TERMINATOR	Taiwan	TBD		9	Pending
StudioCanal S.A.	TERMINATOR 2	Taiwan	80-04941 543655	1 Dec 1991	28	Registered
StudioCanal S.A.	TERMINATOR 2	Taiwan	82000527 820902	15 Nov 1993	16	Registered
StudioCanal S.A.	TERMINATOR II	Taiwan	79-31321 510045	31 Dec 1990	25	Registered
StudioCanal S.A.	TERMINATOR II	Taiwan	79-31322 511362	16 Feb 1991	25	Registered

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StudioCanal S.A.	TERMINATOR II	Taiwan	79-31325	513852	16 Jan 1991	9	Registered
Thailand							
StudioCanal S.A.	TERMINATOR	Thailand	715898			28	Pending
Turkey							
StudioCanal S.A.	TERMINATOR	Turkey	2002/032790	2002032790	23 Dec 2002	16,25,28	Registered
Ukraine							
StudioCanal S.A.	TERMINATOR	Ukraine	m 2009 01471			9,16,25,28	Pending
United Arab Emirates							
StudioCanal S.A.	TERMINATOR	United Arab Emirates	111635			9	Pending
United Kingdom							
StudioCanal S.A.	TERMINATOR 2	United Kingdom	1427748	1427748	16 May 1990	9,16,25,28	Registered
United States of America							
StudioCanal S.A.	ENDOSKELETON	United States of America	74130099	1719530	22 Sep 1992	28	Registered
ENDOSKELETON DESIGN							
StudioCanal S.A.		United States of America	74127009	1753212	16 Feb 1993	16	Registered
StudioCanal S.A.	ENDOSKELETON HEAD DESIGN	United States of America	76277631	3068534	14 Mar 2006	16	Registered


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**ENDOSKELETON
HEAD DESIGN**

StudioCanal S.A.		United States of America	78277832	2662146	17 Dec 2002	6,25	Registered
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StudioCanal S.A.	T2	United States of America	75270754	2139132	24 Feb 1998	16	Registered Renew
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StudioCanal S.A.	T2-3D TERMINATOR 2 LOGO	United States of America	76022127	2678650	21 Jan 2003	21	Registered
							

StudioCanal S.A.	T2-3D TERMINATOR 2 LOGO	United States of America	76022130	2533809	29 Jan 2002	16	Registered
							

StudioCanal S.A.	T2-3D TERMINATOR 2 LOGO	United States of America	76022336	2638096	22 Oct 2002	41	Registered
							

StudioCanal S.A.	TERMINATOR	United States of America	74083780	1783506	20 Jul 1993	28	Registered
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StudioCanal S.A.	TERMINATOR	United States of America	74063781	1670838	31 Dec 1991	25	Registered
StudioCanal S.A.	TERMINATOR	United States of America	74063782	1690819	2 Jun 1992	21	Registered
StudioCanal S.A.	TERMINATOR	United States of America	74063783	1682394	7 Apr 1992	16	Registered
StudioCanal S.A.	TERMINATOR	United States of America	74083785	1705820	4 Aug 1992	14	Registered
StudioCanal S.A.	TERMINATOR	United States of America	74083786	1687143	12 May 1992	18	Registered
StudioCanal S.A.	TERMINATOR	United States of America	75470010	2249579	1 Jun 1999	9	Registered
StudioCanal S.A.	TERMINATOR	United States of America	76/535,748	2969252	19 Jul 2005	16	Registered
StudioCanal S.A.	TERMINATOR	United States of America	77382373	3712702	17 Nov 2009	9	Registered
StudioCanal S.A.	TERMINATOR	United States of America	77382404			41	Pending
StudioCanal S.A.	TERMINATOR	United States of America	77600116	3729690	22 Dec 2009	41	Registered
StudioCanal S.A.	TERMINATOR 2	United States of America	75610377	2309253	18 Jan 2000	9	Registered

Schedule B

StudioCanal S.A.	TERMINATOR 2: 3D	United States of America	77806575	3885327	22 Sep 2009	41	Registered
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StudioCanal S.A.	TERMINATOR 3	United States of America	76536853	2862827	21 Jun 2005	9	Registered
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StudioCanal S.A.	TERMINATRIX	United States of America	76514179	2896248	19 Oct 2004	28	Registered
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Uruguay

StudioCanal S.A.	TERMINATOR	Uruguay		288416	20 Aug 1996	16,28	Registered
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StudioCanal S.A.	TERMINATOR	Uruguay	345.116	345.116	15 Dec 2003	9,25	Registered
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Venezuela

StudioCanal S.A.	TERMINATOR	Venezuela	19017/2002	253.000-P	30 Jul 2004	16	Registered
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StudioCanal S.A.	TERMINATOR	Venezuela	19018/2002	P253001	30 Jul 2004	25	Registered
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StudioCanal S.A.	TERMINATOR II	Venezuela	19701-90		7 Apr 2000	9	Registered
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StudioCanal S.A.	TERMINATOR II	Venezuela	19702-90	P-218548	7 Apr 2000	28	Registered
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StudioCanal S.A.	TERMINATOR II	Venezuela	1990-019701	39819N	7 Apr 2000	46	Registered
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END OF REPORT

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Printed 8 Feb 2010 11:08

Schedule B

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status	Renewal Sub.
Argentina								
StudioCanal S.A.	TERMINATOR	Argentina	2405031			9	Pending	
StudioCanal S.A.	TERMINATOR	Argentina	2801211			9	Pending	
StudioCanal S.A.	TERMINATOR	Argentina	2804846	2272347	25 Feb 2009	9	Registered	
StudioCanal S.A.	TERMINATOR	Argentina	2862219			16	Pending	
StudioCanal S.A.	TERMINATOR	Argentina	2862220			25	Pending	
StudioCanal S.A.	TERMINATOR	Argentina	2862221	2316239	25 Sep 2009	28	Registered	
StudioCanal S.A.	TERMINATOR II	Argentina	2458543	1993976	4 Oct 2004	16	Registered	
StudioCanal S.A.	TERMINATOR II	Argentina	2456544	1993977	4 Oct 2004	25	Registered	
StudioCanal S.A.	TERMINATOR II	Argentina	2456545	1993978	4 Oct 2004	28	Registered	
Australia								
StudioCanal S.A.	TERMINATOR	Australia	1264896			9,16,25,28	Pending	

Schedule C

Defaults to be Cured

Claims by StudioCanal S.A. set forth in correspondence from their counsel Baker & McKenzie LLP to counsel for Seller Peter Eichler dated October 31, 2008, November 21, 2008, January 23, 2009 and June 30, 2009 alleging, among other things, that Seller is in violation of the Carolco Library Trademark License Agreement by reason of sublicensing rights in the TERMINATOR trademarks without obtaining the prior written consent of StudioCanal, granting sublicenses which purport to grant rights beyond those granted to AGV in the Carolco Library Trademark License Agreement and under the Carolco Sale Agreement and publicly claiming inaccurately to own the entire TERMINATOR film franchise.

Cure

Assignor pays Licensor's attorneys fees in the amount of \$29,000 relating to the foregoing breaches and sends to all merchandising sublicensees of Assignor or its Affiliates a notice prepared by Licensor notifying all such sublicensees of the limitations on their merchandising rights set forth in Section 2.4 of the that certain Quitclaim Agreement attached to that certain Purchase and Sale - Quitclaim Agreement, dated as of September 11, 1997, by and between The Carolco Liquidating Trust as successor in interest to the rights of Carolco Pictures Inc., Carolco International Inc., formerly known as Carolco International N.V., Carolco Service Inc. and Carolco Production Services Inc., for themselves and on behalf of their respective bankruptcy estates, on the one hand, and AGV Productions, Inc.

a

Exhibit A

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FROM REED SMITH CROSBY HEAFEY

(WED) 5. 7 '03 11:09/ST. 11:05/NO. 4864471370 P 3

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(1700)

TRADEMARK LICENSE AGREEMENT

This agreement (the "Agreement") is entered into as of April 1, 1996, by and between Canal + D.A. ("Licensor") and Carolco Pictures Inc. and its successors and assigns pursuant to Paragraph 7 ("Licensee"). The terms of the Agreement are as follows:

1. FACTUAL BACKGROUND.

Pursuant to that certain Sale of Assets Agreement by and between Licensor and Licensee, dated as of January 16, 1996, as amended by that certain First Amendment to Sale of Assets Agreement, dated as of February 9, 1996 and Second Amendment to Sale of Assets Agreement, dated as of April 18, 1996 (collectively the "Sale Agreement"), Licensee sold to Licensor all of Licensee's right, title and interest in and to, among other things, certain motion pictures, except for the Excluded Rights (as defined in the Sale Agreement). The Excluded Rights include, among other things, the right to produce and exploit remake and sequel motion pictures based on the Carolco Pictures and the Additional Pictures (each as defined in the Sale Agreement). In the Sale Agreement, Licensor also agreed that Licensee would have certain ancillary rights with respect to the remake and sequel pictures, including, without limitation, merchandising rights. In order to facilitate Licensee's exercise of such ancillary rights, Licensor has agreed to enter into this Agreement granting to Licensee certain trademark rights with respect to the Carolco Pictures and the Additional Pictures. For purposes of this Agreement, the Carolco Pictures and the Additional Pictures are referred to collectively herein as the "Pictures." The remake and sequel pictures referred to above are collectively referred to herein as the "Remake and Sequel Pictures."

2. GRANT OF RIGHTS.

2.1. Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee, in perpetuity, a non-exclusive license to use (i) the title of each Picture to the extent acquired by Licensor from the parties to the Sale Agreement, (ii) all trademarks, trademark rights, service marks, service mark rights contained in or otherwise related to each Picture to the extent acquired by Licensor from the parties to the Sale Agreement, and (iii) any and all logos or other indicia related to such trademarks and service marks to the extent acquired by Licensor from the parties to the Sale Agreement in each of the Carolco Pictures and the Additional Pictures as set forth on Schedule A hereto, including without limitation, the applications and registrations listed thereon (collectively, the "Property"), in connection with the production and exploitation of the Remake and Sequel Pictures (including in connection with advertising, publicizing or otherwise exploiting the Remake and Sequel Pictures in any medium), and the exploitation of all rights ancillary to the Remake and Sequel Pictures, including, without limitation, all merchandising, music publishing and soundtrack recording rights. The rights granted to Licensee pursuant to this paragraph are referred to herein as the "Licensed Rights."

2.2. The Licensed Rights granted hereunder are granted without representations or warranties by Licensor as to the validity, nature or extent of the trademarks, service marks

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or other marks comprising the Property or the presence or absence of claims by third parties with respect to the Property.

3. ASSUMPTION BY LICENSEE.

The grant of the Licensed Rights hereunder is subject in all respects to any and all rights and claims of, and obligations to, third parties with respect to the Licensed Rights, including without limitation, the payment of any and all royalties, fees, costs and expenses, and the obligation to obtain any consents and approvals, in connection with the use or exploitation of the Licensed Rights, but excluding contractual obligations (other than settlements or compromises of third party claims) entered into or created by Licensor after the date hereof. Licensee agrees to assume the obligations described in the preceding sentence in connection with the Licensed Rights.

4. CONSIDERATION.

..... Licensor is entering into this Agreement as a material inducement to Licensee to enter into the Sale Agreement and Licensee's doing so shall constitute the consideration for the grant of rights to Licensee hereunder.

5. QUALITY CONTROL.

5.1. Licensee warrants that the nature and quality of all services rendered by Licensee in connection with the Licensed Rights, or any portion thereof, and all goods sold by Licensee using the Licensed Rights, or any portion thereof, and all related advertising, promotional and other related uses, will be of a standard and quality comparable to other first class quality goods and services of a similar nature.

5.2. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of the nature and quality of the goods and services referred to in paragraph 4.1, above, to permit reasonable inspection of Licensee's operations with respect to Licensee's use of the Licensed Rights and to supply Licensor with specimens of all uses of the Licensed Rights upon Licensor's reasonable request.

6. INDEMNITIES.

6.1. Licensor shall defend, indemnify and hold harmless Licensee, and Licensee's successors, licensees and assigns, and parent, subsidiary and affiliated companies, and the directors, officers, employees, agents, successors, licensees and assigns of each of the foregoing, from and against any and all third party claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach of this Agreement by Licensor. Licensee shall defend, indemnify and hold harmless Licensor, its successors, licensees and assigns, and parent, subsidiary and affiliated companies, and the directors, officers, employees, agents, successors, licensees and assigns of each of the foregoing, from and against any and all third party claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from (i) any breach by Licensee

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TRADEMARK
REEL: 004188 FRAME: 0110

of any representation, warranty, covenant or agreement made by Licensee hereunder or (ii) Licensee's use of the Licensed Rights.

6.2. Each party agrees that, upon receipt or presentation of any claim or notification of the institution of any action with respect to which indemnification might be required hereunder, such party shall promptly notify the other parties in writing thereof. Any such indemnitee shall have the right, in its or his discretion and at its or his sole expense, to retain independent counsel and to participate in any such defense.

7. ASSIGNMENT.

Licensee may assign this Agreement, in whole or in part, at any time to any person or entity so long as (a) such person or entity agrees in writing to be bound by the terms of this Agreement, and (b) such assignment is to a person or entity acquiring one or more of the Remake and Sequel Pictures to which the Licensed Rights relate. Such assignment shall relieve Licensee of its obligations hereunder. Licensor may assign this Agreement, in whole or in part, at any time to any person or entity so long as (a) such person or entity agrees in writing to be bound by the terms of this Agreement and (b) as this Agreement is assigned to a person or entity acquiring the Property to which the assigned portion of this Agreement relates.

8. NOTICES.

Any notices, documents, statements, or other writings (collectively "notices") to be given hereunder by either party hereto to the other party shall be in writing and shall be delivered personally (by hand delivery) or sent by registered mail (postage prepaid) or by telecopy to such party at the address indicated below or such other address or to such other employee as such party shall have designated by notice duly given in the manner provided above. Notices given by mail shall be deemed given five (5) days following the mailing thereof. Notices given by telecopy shall be deemed given upon transmission and confirmation of transmission by person or machine. Until further notice, the addresses and facsimile numbers of the parties for any such notice or payment shall be:

LICENSOR:

Canal+ D.A.
c/o Le Studio Canal+ (U.S.)
301 N. Canon Drive, Suite 228
Beverly Hills, California 90210
Attention: Richard Garzilli, Esq.

LICENSEE:

Carolco Pictures Inc.
8900 Sunset Boulevard
Los Angeles, California 90069

9. MISCELLANEOUS.

9.1. This Agreement constitutes the entire understanding between parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, statements, promises, information, arrangements and understandings, either oral or written, express or implied with respect to the subject matter hereof.

9.2. No amendments to this Agreement shall be effective unless in writing and signed by both parties.

9.3. Captions are inserted for convenience only and shall not be deemed part of this Agreement for any purpose whatsoever.

9.4. This Amendment shall be governed by the laws of California (except to the extent that the U.S. bankruptcy laws control). The forum for resolution of any dispute shall be in Los Angeles, California. All parties to this Agreement shall submit to the jurisdiction of the Federal Courts in the Central District of California and the California State Courts for Los Angeles County. Service of process on Canal+ shall be made in the manner specified in the Agreement.

9.5. Each right, power and remedy, provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and the exercise or beginning of the exercise or the forbearance of exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy. In the event of any breach or alleged breach of this Agreement by Licensee (other than a breach or alleged breach of the provisions of Section 5.1), Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate or rescind this Agreement or to enjoin or restrain the use of or the production, exhibition, distribution, advertising or exploitation of any of the Remake and Sequel Pictures. No act or omission of Licensee hereunder shall constitute an event of default unless Licensor shall first provide Licensee with written notice setting forth such alleged breach or default and Licensee shall not cure the same within thirty (30) business days after its receipt of such notice.

9.6. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, (i) the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and (ii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing such provision held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

9.7. Nothing contained herein shall in any way be construed to interpret this Agreement as creating a partnership, joint venture or employment relationship between the

FROM REED SMITH CROSBY HEAFY

(WED) 5. 7' 03 11:10/ST. 11:05/NO. 4864471370 P 7

parties hereto. Each party is acting independently hereunder and shall independently discharge all obligations imposed on such party by any applicable federal, state or local law, regulation or order now or hereinafter in force or effect.

9.8. As used in the Agreement "and" means all of the possibilities, "or" means any or all of the possibilities in any combination, and "either . . . or" means only one of the possibilities. "Including" means "including, without limitation."

9.9. This Agreement and all rights and all obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each party to this Agreement has specific and distinct rights and obligations under this Agreement. The parties agree that any person to whom this Agreement is transferred or assigned by a party hereto as permitted pursuant to this Agreement shall succeed to the rights and obligations of that party and shall for all purposes be deemed a party hereunder. Subject to the foregoing, references in this Agreement to Licensor and Licensee shall include permitted transferees, successors and assigns of Licensor and Licensee, respectively.

9.10. This Agreement may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CANAL+ D.A.

By: *Michael J. Taylor*
Is: *Executive VP*

CAROLCO PICTURES INC.

By: *Terrell Baker*
Is: *VP*

G:\MCA\CAROLCO\TM&A-LIC.3

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TRADEMARK
REEL: 004188 FRAME: 0113

THIS AMENDMENT AGREEMENT is made this April __, 2003 by and between StudioCanal Image S. A., a French societe anonyme ("Licensor"), and AGV Productions, Inc., a California corporation ("AGV").

WITNESSETH:

WHEREAS, the Licensor (successor in interest to Canal+D.A.) entered into a Trademark License Agreement dated as of April 29, 1996 with Carolco Pictures Inc. and its successors and assigns ("Licensee") pertaining to the grant by Licensor to Licensee in perpetuity of a non-exclusive license to use the titles of certain motion pictures, all trademarks, trademark rights, service marks, service mark rights contained in or otherwise related to each such motion pictures and all logos or other indicia related to such trademarks and service marks in connection with the production and exploitation of certain remake and sequel pictures, all as set forth in that certain Trademark License Agreement (the "Trademark License Agreement");

WHEREAS, certain of Licensee's rights relating to the making of sequels to the films TERMINATOR and TERMINATOR 2: JUDGMENT DAY have been assigned and transferred from Carolco Pictures Inc. to AGV. in the bankruptcy proceedings of Carolco;

WHEREAS, a sequel, which is entitled T3: RISE OF THE MACHINES ("T3"), is anticipated to be released by AGV in July 2003;

WHEREAS, the production and exploitation of T3 shall use the mark TERMINATRIX, which is derived from and closely associated with the mark TERMINATOR included within the Licensed Rights;

WHEREAS, the parties wish to clarify as between the parties the ownership and treatment of the trademarks "TERMINATRIX", "T-X" and "T3" as used in connection with the production and exploitation of T3 and sequels and otherwise, including, without limitation, in connection with advertising, publicizing or otherwise exploiting T3 and sequels in any medium and the exploitation of all rights ancillary thereto, including without limitation all merchandising rights, and the sublicensing of all such rights.

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

1. The term "Licensed Rights" as set forth in the Trademark License Agreement is hereby amended to include the marks TERMINATRIX, T-X and T3 and any and all logos or other indicia related to such trademark and service mark as used, applied for and as registered anywhere in the world at any time and from time to time effective

from and after April 29, 1996 except that the license with respect to TERMINATRX, T3 and T-X shall be exclusive.

2. AGV shall promptly transfer or cause to be transferred to Licensor any and all applications and registrations for T3 or design marks including T3 which have been filed in the U.S. Patent & Trademark Office or any other trademark registry anywhere in the world by AGV or any of its affiliates or agents, including, without limitation, IMF Internationale Medien und Film GmbH & Co.

3. AGV shall reimburse Licensor for all costs borne by Licensor in enforcing Licensor's intellectual property rights against users of TERMINATRIX including without limitation all costs relating to opposing the applications for registration by Central Park Media of TERMINATRIX.

4. The terms and conditions of the Trademark License Agreement are otherwise hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

STUDIOCANAL IMAGE S.A.

AGV PRODUCTIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

THIS AMENDMENT AGREEMENT is made this April 23, 2008 by and between Heston/Cand
George E. A., a French entity company ("Licensor"), and AGV Footwear, Inc., a California corporation
("AGV").

WITNESSES:

WHEREAS, the Licensor (Licensor is known to Cash/USA.) entered into a Trademark License
Agreement dated as of April 23, 1996 with Cashco Finance Inc. and its successors and assigns ("Licensor")
pertaining to the grant by Licensor to Licensor in perpetuity of a non-exclusive license to use the likes of certain
certain names, all trademarks, trademark rights, service marks, service mark rights contained in or otherwise
related to such mark service marks and all logos or other indicia related to such trademarks and service marks in
connection with the production and distribution of certain tennis and casual shoes, all as set forth in that certain
Trademark License Agreement (the "Trademark License Agreement").

WHEREAS, certain of Licensor's rights relating to the making of copies to the films
TERMINATOR and TERMINATOR 2: JUDICMENT DAY have been assigned and transferred from Cashco
Finance Inc. to AGV in the bankruptcy proceedings of Cashco;

WHEREAS, a request, which is entitled THE USE OF THE MACHINES ("TU"), is assigned to
AGV by AGV in July 2008;

WHEREAS, the production and distribution of TU shall use through TERMINATOR, which is
derived from and closely associated with the mark TERMINATOR included within the Licensed Rights;

WHEREAS, the parties wish to clarify as between the parties the ownership and payment of the
trademarks "TERMINATOR", "T-2" and "T3" to use in connection with the production and distribution of TU and
copies and otherwise, including, without limitation in connection with advertising, publishing or otherwise
utilizing TU and copies in any medium and the enforcement of all rights including without
limitation all enforcement rights, and the enforcement of all such rights.

NOW, THEREFORE, in consideration of the premises and of the several covenants contained
herein, the parties agree as follows:

1. The term "Licensed Rights" as set forth in the
Trademark License Agreement is hereby amended to include the marks TERMINATOR, T-2 and T3 and a
all logos or other indicia related to such trademark and service mark as used, applied for and in registered anywhere
in the world as may show and flow from by their collective force and after April 23, 2008 except that the names with
respect to TERMINATOR, T3 and T-2 shall be excluded.
2. AGV shall promptly transfer or agree to be transferred to Licensor any and all
applications and registrations for TU or design marks including T3 which have been filed in the U.S. Patent &
Trademark Office or any other trademark registry anywhere in the world by AGV or any of its officers or agents,
including, without limitation, IMF International Media and Film Group & Co.
3. AGV shall reimburse Licensor for all costs borne by Licensor in enforcing Licensor's
intellectual property rights against users of TERMINATOR (including without limitation all costs relating to
opposing the applications for registration of certain marks of TERMINATOR).
4. The terms and conditions of the Trademark License Agreement are otherwise hereby
ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures this Agreement as of

NEW YORK 4/23/08

FROM REED SMITH CROSBY HEAFEY

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from and after April 29, 1996 except that the license with respect to TERMINATRIX, T3 and T-X shall be exclusive.

2. AGV shall promptly transfer or cause to be transferred to Licensor any and all applications and registrations for T3 or design marks including T3 which have been filed in the U.S. Patent & Trademark Office or any other trademark registry anywhere in the world by AGV or any of its affiliates or agents, including, without limitation, IMF Internationale Medien und Film GmbH & Co.

3. AGV shall reimburse Licensor for all costs borne by Licensor in enforcing Licensor's intellectual property rights against users of TERMINATRIX including without limitation all costs relating to opposing the applications for registration by Central Park Media of TERMINATRIX.

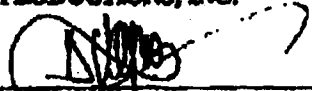
4. The terms and conditions of the Trademark License Agreement are otherwise hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

STUDIOCANAL IMAGE S.A.

AGV PRODUCTIONS, INC.

By: _____
Name:
Title:

By: 
Name:
Title:

NEW YORK 4270061
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FROM REED SMITH CROSBY HEAFEY

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the day and year first shown within.

STUDIOCANAL IMAGE S.A.

ADV PRODUCTIONS, INC.


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NEW YORK OFFICE

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THIS AMENDMENT AGREEMENT is made this July 22 day of ~~May~~ 2008 by and between StudioCanal S.A., a French société anonyme ("Licensor"), and T Asset Acquisition Company, LLC, a Delaware limited liability company ("T Asset").

WITNESSETH:

WHEREAS, the Licensor (successor in interest to Canal+ D.A.) entered into a Trademark License Agreement dated as of April 29, 1996 with Carolco Pictures Inc. and its successors and assigns ("Licensee") pertaining to the grant by Licensor to Licensee in perpetuity of a non-exclusive license to use the titles of certain motion pictures, all trademarks, trademark rights, service marks, service mark rights contained in or otherwise related to each such motion pictures and all logos or other indicia related to such trademarks and service marks in connection with the production and exploitation of certain remake and sequel pictures, all as set forth in that certain Trademark License Agreement (the "Trademark License Agreement");

WHEREAS, certain of Licensee's rights relating to the making of Remakes and Sequels (as defined in the January 16, 1996 Sale of Assets agreement between Canal+ D.A. and Carolco Pictures Inc. and the Carolco Subsidiaries) to the films TERMINATOR and TERMINATOR 2: JUDGMENT DAY have been assigned and transferred from Carolco Pictures Inc. to AGV Productions, Inc. in the bankruptcy proceedings of Carolco;

WHEREAS, pursuant to that certain Purchase Agreement dated April 12, 2007 by and among T Asset and AGV Productions, Inc., Mario Kassar Productions LP, C2 Pictures LLC and AGV Productions T4, LLC, T Asset acquired all right, title and interest to certain rights in the Terminator Assets (as defined therein);

WHEREAS, a prequel/sequel with the working title "TERMINATOR SALVATION: THE FUTURE BEGINS" ("T4") is anticipated to be released or caused to be released by T Asset in 2009;

WHEREAS, the production and exploitation of T4 shall use the mark TERMINATOR included within the Licensed Rights;

WHEREAS, the parties wish to clarify as between the parties the ownership and treatment of the trademarks "TERMINATOR 4" and "T4" to the extent these may be used in connection with the production and exploitation of T4, including, without limitation, in connection with advertising, publicizing or otherwise exploiting T4 in any medium and the exploitation of all rights ancillary thereto, including without limitation all merchandising rights, and the sublicensing of all such rights.

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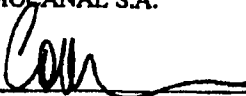
NOW, THEREFORE, based upon the above premises and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties acknowledge and agree that, as between the parties, the term "Licensed Rights" as set forth in the Trademark License Agreement is hereby amended to include the marks TERMINATOR 4 and T4 and any and all logos or other indicia related to such trademark and service mark as used, applied for and as registered anywhere in the world at any time and from time to time.
2. T Asset shall promptly transfer or cause to be transferred to Licensor any and all applications and registrations for TERMINATOR 4 or T4 or design marks including TERMINATOR 4 or T4 which have been filed in the U.S. Patent & Trademark Office or any other trademark registry anywhere in the world by T Asset or any of its affiliates or agents.
3. T Asset shall, as between the parties, be responsible for all costs borne by Licensor in enforcing Licensor's intellectual property rights against users of TERMINATOR 4 or T4.
4. T Asset is hereby granted the right to sublicense the Licensed Rights provided, however, that T Asset shall not grant any such sublicense under this Agreement without the prior written consent of the Licensor.
5. T Asset agrees, with respect to any sublicenses granted, that it will cause the sublicensees to cooperate fully and in good faith, with the Licensor and execute such documents as the Licensor may reasonably request for the purpose of securing and preserving the rights of the Licensor in and to its trademarks and service marks.
6. The terms and conditions of the Trademark License Agreement are otherwise hereby ratified and confirmed in all respects.
7. T Asset agrees to indemnify Licensor to the extent permitted by applicable law against all actions, claims, costs, demands and expenses to the extent such actions, claims, costs, demands or expenses arise out of or are based upon any claim that the ownership, licensing or other use of TERMINATOR 4 or T4 or design marks including TERMINATOR 4 or T4 by Licensor or T Asset and its sublicensees constitutes an infringement, dilution, misappropriation or other violation of the intellectual property rights of any other person.
8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument.



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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

STUDIOCANAL S.A.

By: 
Name: Olivier Courson
Title: CEO

T ASSET ACQUISITION COMPANY, LLC

By:  
Name: Derek Anderson
Title: Victor Rubiok
Co-CEOs

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