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05-25-2001



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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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SHEET  
1/1

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thomas Lowe Ventures, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: New Line Productions, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 888 Seventh Ave., 20th Floor

City: NY State: NY Zip: 10106

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State California

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,239,565

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Avis Frazier-Thomas

Internal Address: \_\_\_\_\_

Warner Bros.

Street Address: 4000 Warner Blvd,

156N, Room 5076

City: Burbank State: CA Zip: 91522

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-0573 Turner Account

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nils Victor Montan

Name of Person Signing

Nils Victor Montan

Signature

May 10, 2001

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments (Box Fees)  
Washington, D.C. 20231

TRADEMARK  
REEL: 002303 FRAME: 0224

## AGREEMENT

This Agreement is between New Line Productions, Inc., a company organized and existing under the laws of the State of California, with offices at 888 Seventh Avenue, 20<sup>th</sup> Floor, New York, New York 10106 (hereinafter "New Line") and Thomas Lowe Ventures, Inc. an Indiana corporation, having a place of business at 3618 Grape Road, Mishawaka, IN 46545 (hereinafter "T. Lowe").

WHEREAS,

A. New Line owns trademark rights in the name and mark DR. EVIL (the "New Line Mark") in connection with various services and products, as well as in connection with its "Austin Powers" motion picture productions ("New Line Products") and, further, has pending applications for registration of the New Line Mark in the United States and in various foreign countries;

B. T. Lowe owns trademark rights in the mark DOCTOR EVIL (the "T. Lowe Mark") in connection with an action figure doll ("T. Lowe Product") and, further owns United States Registration No. 2,239,565 for the T. Lowe Mark in International Class 28;

C. T. Lowe has threatened opposition to New Line's applications for the New Line Mark in the United States of America and, further objected to New Line's use of the New Line Mark;

D. New Line wishes to use and register the New Line Mark throughout the world as it deems appropriate for its business in connection with the New Line Products;

E. T. Lowe wishes to use the T. Lowe Mark on the T. Lowe Product; and

F. The parties to this Agreement wish to settle all current and potential conflict between the parties arising from the concurrent use of New Line Mark and the T. Lowe Mark.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. T. Lowe agrees to assign to New Line U.S. Registration No. 2,239,565 for the T. Lowe Mark, along with all attendant rights in the T. Lowe Mark.

2. Upon execution of the Assignment, and in consideration therefore, New Line shall pay to T. Lowe the sum of Thirty Thousand Dollars (\$30,000), said Assignment to be recorded by New Line in the United States Trademark Office. A copy of the Assignment is annexed hereto as Attachment A and is incorporated herein, in full, by reference.

3. New Line, further, shall grant to T. Lowe a royalty-free license, in perpetuity, for use of the T. Lowe Mark on or in connection with the action figure doll bearing the name DOCTOR EVIL in the form in which it currently exists, as produced by Playing Mantis, Inc. and, further, will not interfere with the use or exploitation of said action figure doll. A copy of the License Agreement is annexed hereto as Attachment B and incorporated herein, in full, by reference.

4. Upon execution of this Agreement, the Assignment and the License Agreement, New Line shall assume all responsibility for and take all steps to protect, enforce and maintain all rights in the T. Lowe Mark.

5. T. Lowe shall execute and deliver to New Line such assignments and other documents as may be reasonably necessary to effectuate the foregoing. If T. Lowe fails to execute and deliver such assignments and other documents within a reasonable time of New Line's request therefor, New Line is irrevocably appointed T. Lowe's attorney-in-fact (which appointment shall be deemed coupled with an interest and therefore irrevocable) to execute the same in T. Lowe's name.

6. This Agreement shall be perpetual and shall have effect throughout the world.

7. Any proceedings to enforce, interpret or otherwise involving this Agreement shall be brought in the United States District Court for the Central District of California, and all parties consent to personal jurisdiction under that tribunal for such purposes and in any such proceedings. This Agreement shall be construed in accordance with the laws of the State of California. In any proceedings to enforce, interpret or otherwise involving this Agreement, attorney's fees shall not be recoverable.

8. T. Lowe hereby waives any rights and/or claims which T. Lowe may have with respect to T. Lowe Mark or to the New Line Mark (other than the rights set forth in the License Agreement), known or unknown, pursuant to Section 1542 of the California Civil Code which provides:

**“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

9. In the event that either party goes out of business, then this Agreement shall become null and void, and the continuing obligations of the parties hereunder shall cease.

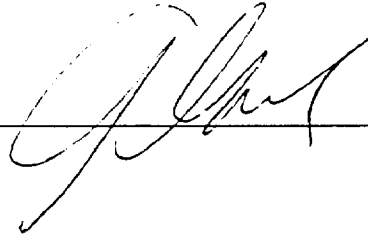
10. This Agreement shall inure to the benefit of, and shall be binding upon the parties and any successors, assigns, subsidiaries, affiliates, licensees or related companies owned or otherwise controlled by the parties.

11. Each provision contained herein is severable, and to the extent that any provision is deemed unenforceable, the remaining provisions shall remain fully enforceable.

NEW LINE PRODUCTIONS, INC.

Dated this 26 day  
of July 2001

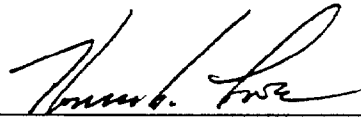
Name:  
Title:

  
\_\_\_\_\_ ©

THOMAS LOWE VENTURES, INC.

Dated this 26<sup>th</sup> day  
of JANUARY 2001

Name:  
Title:

  
\_\_\_\_\_ Thomas E. Lowe  
President