

Item 4 continued: Additional trademark registration numbers:

2,240,071
1,994,353
1,936,434
2,491,211
2,151,879
2,151,880

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Secured Party : National Bank of Canada :
Reg. No. : 1,922,532 :
Filed/Registered : April 21, 1998 :
Mark : TURBO RIDE :

DESIGNATION OF DOMESTIC REPRESENTATIVE

NORM D. ST. LANDAU, having an address c/o Drinker Biddle & Reath LLP, 1500 K Street, N.W., Suite 1100, Washington, D.C. 20005-1209, is hereby designated Secured Party's representative upon whom notices or process in proceedings affecting the mark may be served.

Respectfully submitted,

NATIONAL BANK OF CANADA

Date: Dec 17, 2002

By: 

KEVAN CHURCHMAN
ACCOUNT MANAGER

Print Name:

Title:

SECURITY AGREEMENT

SECURITY AGREEMENT (“**this Agreement**”) dated as of November 1, 2002 and between Iwerks Entertainment, Inc., a corporation incorporated under the laws of the State of Delaware (the “**Pledgor**”) and National Bank Of Canada, as Lender (the “**Lender**”).

WITNESSETH

WHEREAS, pursuant to a certain credit agreement dated May 4, 1999, as superseded by financing commitment letters dated November 9, 1999, March 14, 2000 and December 19, 2001, and amended by letter dated January 7, 2002, and an amended and restated letter loan agreement, dated as of November 1, 2002, each entered into between SimEx Inc. (the “**Borrower**”) and the Bank (as amended, supplemented, restated or replaced from time to time, the “**Credit Agreement**”), the Bank has made certain credit facilities available to the Borrower;

WHEREAS, the Pledgor is a wholly-owned subsidiary of the Borrower;

WHEREAS, the Pledgor receives substantial economic and financial benefits from the advances made available to the Borrower by the Lender;

WHEREAS, the Pledgor has issued a Guarantee dated as of the date hereof in favor of the Lender (as amended, supplemented and restated from time to time, the “**Guarantee**”), providing, subject to the terms and conditions thereof, for the guarantee by the Pledgor of all of the present or future obligations of the Borrower owing to the Lender from time to time, including without limitation, any obligations owing under the Credit Agreement (collectively, the “**Secured Obligations**”); and

WHEREAS, to induce the Lender to enter into the Credit Agreement and to extend the credit facilities thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations.

Accordingly, the parties hereto agree as follows:

1 **DEFINITIONS.**

The following terms used in this Agreement shall have the meanings set forth below:

- (a) “**Accounts**” shall have the meaning ascribed thereto in Section 3(e) hereof.
- (b) “**Acknowledgement**” shall mean an acknowledgement executed by the LLC in substantially the form of Annex 11 hereto or such other form as may be reasonably acceptable to the Lender.
- (c) “**Affiliate**” means, with respect to any entity, another entity controlling, controlled by or under common control with such first entity.

- (d) **“Collateral”** shall have the meaning ascribed thereto in Section 3 hereof.
- (e) **“Contracts”** shall have the meaning ascribed thereto in Section 3(j) hereof.
- (f) **“Copyright Collateral”** shall mean all Copyrights, whether now owned or hereafter acquired by the Pledgor, including without limitation each Copyright identified in Annex 3 hereto.
- (g) **“Copyrights”** shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.
- (h) **“Default Notice”** shall have the meaning ascribed thereto in Section 5.5 hereof.
- (i) **“Documents”** shall have the meaning ascribed thereto in Section 3(k) hereof.
- (j) **“Equipment”** shall have the meaning ascribed thereto in Section 3(i) hereof.
- (k) **“Event of Default”** shall mean the occurrence of any event which would constitute an Event of Default as referred to in the Credit Agreement.
- (l) **“Instruments”** shall have the meaning ascribed thereto in Section 3(f) hereof.
- (m) **“Intellectual Property”** shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to the Pledgor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral, listed in Annex 6 hereto; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogues, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored; and (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Pledgor.
- (n) **“Inventory”** shall have the meaning ascribed thereto in Section 3(g) hereof.
- (o) **“Issuer”** shall have the meaning ascribed thereto in Section 3(a) hereof.

- (p) **“Lien”** shall mean and include any lien, pledge, mortgage, security interest, claim, lease, charge, conditional sales agreement, title retention agreement, hypothec, option, right of first refusal, preemptive right, easement, notice filing against the Pledgor or a fictitious or tradename of the Pledgor (whether in the U.S. Patent and Trademark Office (“PTO”), U.S. Copyright Office (“USCO”), any relevant jurisdiction as required under the Uniform Commercial Code as enacted in such state, other filing under comparable legislation in other relevant jurisdictions), or any other encumbrance whatsoever, whether direct or indirect, contingent, accrued, absolute or otherwise.
- (q) **“LLC”** shall mean a limited liability company in which the Pledgor has an ownership interest.
- (r) **“LLC Collateral”** shall have the meaning ascribed thereto in Section 3(b) hereof.
- (s) **“LLC Economic Rights”** shall mean (i) the rights of an LLC Interest Holder to receive distributions and other payments of every kind from the LLC (including, without limitation, in respect of profits, as a return of capital, in respect of redemptions or repurchases) and (ii) all rights of the Pledgor to the LLC Obligations, including, without limitation, as to payments of principal, interest or as otherwise required under the LLC Obligations in each case.
- (t) **“LLC Interest”** shall mean an ownership interest in an LLC, consisting of LLC Economic Rights and LLC Management Rights, and includes any and all benefits to which the holder of such an LLC Interest may be entitled by virtue of such person being the holder of such ownership interest, including, without limitation, status as a member of an LLC.
- (u) **“LLC Interest Holder”** shall mean each person that is at any time a stockholder, member or other holder of an interest in the equity of an LLC.
- (v) **“LLC Obligations”** shall mean any and all obligations of an LLC owing to an LLC Interest Holder as a creditor of the LLC.
- (w) **“LLC Management Rights”** shall mean all rights of ownership pertaining to an LLC Interest other than LLC Economic Rights, and includes all management, voting, approval, participation, book and record examination and other non-LLC Economic Rights of an LLC Interest Holder respecting an LLC Interest, the status of an LLC Interest Holder as a member of the LLC, and all certificates evidencing or respecting the LLC Interest. With respect to the LLC Obligations, LLC Management Rights shall include all rights to foreclose or as otherwise required to receive payment thereof.
- (x) **“Motor Vehicles”** shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

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- (y) **“Patent Collateral”** shall mean all Patents, whether now owned or hereafter acquired by the Pledgor, including without limitation each Patent identified in Annex 4 hereto.
- (z) **“Patents”** shall mean all patents and patent applications, registrations and recordings, and all right, title and interest therein and thereto, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.
- (aa) **“Pledged Stock”** shall have the meaning ascribed thereto in Section 3(a) hereof.
- (bb) **“Securities”** means (a) any shares, participations, partnership, membership or other equity interests in an Issuer or in property or an enterprise of an Issuer that (i) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of such Issuer, (ii) are one of a class or series or by its terms is divisible into a class or series of shares, participations or equity interests, and (iii) (x) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (y) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code and (b) any other shares, participations, partnership, membership or other equity interests in an Issuer or in property or an enterprise of any such Issuer, whether certificated or uncertificated.
- (cc) **“Stock Collateral”** shall mean, collectively, the Collateral described in clauses 3(a) through 3(d) hereof, including, without limitation, any LLC Collateral, and the proceeds of and to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.
- (dd) **“Trademark Collateral”** shall mean all Trademarks, whether now owned or hereafter acquired by the Pledgor, including each Trademark identified in Annex 5 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.
- (ee) **“Trademarks”** shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark

and service mark registrations and recordations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, all re-issues, extensions or renewals thereof and all licenses thereof, all whether now owned or hereafter acquired, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

- (ff) "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York, except to the extent that the laws of another jurisdiction apply (as with the effect of perfection, and rights and remedies with respect to the Collateral).

2 REPRESENTATIONS AND WARRANTIES.

The Pledgor represents and warrants to the Lender that:

- (a) The Pledgor is the sole legal and beneficial owner of the Collateral in which it purports to grant a security interest pursuant to Section 3 hereof, and no Lien exists or will exist upon such Collateral at any time (and no right or option to acquire the same exists in favor of any other Person), other than Liens identified on Annex 1 hereto, and except for the pledge and security interest in favor of the Lender created or provided for herein, which pledge and security interest constitute a first priority perfected pledge and security interest in and to all of such Collateral except for Liens referred to at Nos. 13 to 16 of Annex 1, which Liens shall at all times be limited to the collateral (including proceeds) identified in the underlying security agreements related to such Liens, as such security agreements exist as at the date hereof.
- (b) The Pledged Stock of the Pledgor identified in Annex 2 hereto is, and all other Pledged Stock in which the Pledgor shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, validly existing, fully paid and non-assessable and none of such Pledged Stock is or will be subject to any contractual restriction, or any restriction under the charter, by-laws or any shareholders, voting trust, operating agreement or loan agreement of the respective Issuer of such Pledged Stock, upon the transfer of such Pledged Stock (except for any such restriction contained herein).
- (c) No consent of any person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other person or entity is required for (i) the grant by the Pledgor of the security interest granted hereby, for the delivery or performance of this Agreement by the Pledgor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first priority nature of such pledge and security interest), except for the filing of financing and continuation statements duly executed, and the filing and recording of this Agreement or another document or

Instrument in the PTO against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the USCO against each copyright application of the Pledgor set forth in Annexes 3, 4 and 5 hereto, or (iii) for the exercise by the Pledgor of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property pursuant to this Agreement.

- (d) Annex 2 contains a complete and correct list of all Securities of any Issuer owned by the Pledgor and the percentage ownership stake in each respective Issuer, excluding the Securities issued by each of Iwerks Touring Technologies, Inc., Iwerks Attractions & Technologies, Inc., Orni Films International, Inc., OFI Technology, Inc., Discovery Theaters San Francisco Corp., Cinetropolis Management, Inc., Iwerks Projectors Marketing, Inc., Iwerks Linear Loop Projectors, Inc., Iwerks Production Company and Iwerks Story Development Company.
- (e) Annexes 3, 4 and 5 hereto, respectively, set forth under the name of the Pledgor a complete and correct list of all Copyrights, Patents and Trademarks owned by the Pledgor on the date hereof; the Pledgor owns and possesses the sole right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in said Annexes 3, 4 and 5; all registrations listed in said Annexes 3, 4 and 5 are valid and in full force and effect, and all are subsisting and have not been adjudged invalid, unregistrable or unenforceable in whole or in part; except as may be set forth in Annex 6, the Pledgor owns and possesses the right to use all Copyrights, Patents and Trademarks. Without diminution of the foregoing, the Pledgor has made all necessary filings and recordations to protect and maintain its interest in the patents, trademarks and service mark registrations and applications, patent applications, copyright registrations and copyright applications set forth on the Annexes hereto.
- (f) Annex 6 hereto sets forth a complete and correct list of all franchise agreements, licenses granted or received, and other user agreements included in the Intellectual Property on the date hereof (other than any computer software that is generally available). Each license of the Pledgor set forth on Annex 6 is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable.
- (g) To the Pledgor's knowledge after due inquiry of its responsible officers, (i) except as set forth in Annex 6 hereto, there is no violation by others of any right of the Pledgor with respect to any Copyright, Patent or Trademark listed in Annexes 3, 4 and 5 hereto, respectively, under the name of the Pledgor, and (ii) the Pledgor is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against the Pledgor or, to the Pledgor's knowledge, threatened, and no claim against the Pledgor has been received by the Pledgor, alleging any such violation, except as

may be set forth in said Annex 6. The Pledgor is not aware of any uses of any item of Intellectual Property which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property.

- (h) The Pledgor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of its Intellectual Property. The Pledgor has not granted any release, covenant not to sue, or non-assertion assurance to any person or entity with respect to any part of its Intellectual Property, except as set forth in Annex 10.
- (i) The Pledgor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Annexes 3, 4 and 5.
- (j) The Pledgor does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies.
- (k) Any goods now or hereafter produced by the Pledgor or any of its subsidiaries included in the Collateral have been and will be produced in compliance with the requirements of the *Fair Labor Standards Act*, as amended.

3 COLLATERAL.

As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and the performance by the Pledgor of all of its covenants and obligations hereunder, the Pledgor hereby pledges and grants to the Lender a security interest in all of the Pledgor's right, title and interest in all of the property and assets of the Pledgor (the "Collateral"), whether now owned by the Pledgor or hereafter acquired and whether now existing or hereafter coming into existence including, without limitation:

- (a) all Securities issued by any Person (an "Issuer"), (whether or not constituting "Securities" under Article 8 of the Uniform Commercial Code), other than the Securities issued by each of Iwerks Touring Technologies, Inc., Iwerks Attractions & Technologies, Inc., Omni Films International, Inc., OFI Technology, Inc., Discovery Theaters San Francisco Corp., Cinetropolis Management, Inc., Iwerks Projectors Marketing, Inc., Iwerks Linear Loop Projectors, Inc., Iwerks Production Company and Iwerks Story Development Company, which Securities are identified in Annex 2 hereto under the name of the Pledgor, and all other Securities of Issuers now or hereafter owned by the Pledgor, in each case together with any certificates evidencing the same (collectively, the "Pledged Stock");

- (b) without limiting the generality of the foregoing, and notwithstanding that an LLC Interest is not defined as “security” under the Uniform Commercial Code, the Pledged Stock shall also include any LLC Interest of the Pledgor, including all of the LLC Interest as identified in Annex 2 hereto, together with all rights of the Pledgor, whether now owned or hereafter acquired, in, to and under whatever is receivable or received when all or any portion of any such LLC Interest, or any proceeds thereof, is or are sold, collected, exchanged or otherwise disposed of (whether constituting accounts, goods, money, documents, instruments, chattel paper, securities or other investment property, rights to proceeds of letters of credit, or general intangibles), whether such disposition is voluntary or involuntary; all dividends and distributions thereon, additions thereto and substitutions therefore, including any and all new or substituted or additional cash, securities, instruments or other properties distributed with respect to or upon conversion of or in exchange for all or any portion of any such LLC Interest, whether as a result of merger, consolidation, dissolution, reorganization, recapitalization, interest payment, split, withdrawal or other distribution, exercise of any right of conversion, reclassification, redemption or any other change declared or made in the capital structure of the Issuer, related to the LLC Obligations or otherwise; and all proceeds, products, additions, accessions, rents, issues, royalties of or to any of the foregoing, in whatever form (all of the foregoing, the “**LLC Collateral**”);
- (c) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;
- (d) without affecting the obligations of the Pledgor under any provision prohibiting such action hereunder or under the Credit Agreement, in the event of any consolidation or merger in which an Issuer is not the surviving corporation or company, all shares of each class of the capital stock, partnership interests, membership interests or other equity interests of the successor corporation or entity formed by or resulting from such consolidation or merger (the Pledged Stock, which for greater certainty, includes the LLC Collateral, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to clause (a), (b) or (c) above and this clause being herein collectively called the “**Stock Collateral**”);
- (e) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Pledgor constituting any right to the payment of money, including (but not limited to) rights to payment under software licenses, all moneys due and to become due to the Pledgor in respect of any loans or advances or for Inventory or Equipment or other goods sold or leased or for services rendered, all moneys

due and to become due to the Pledgor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by the Pledgor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively **"Accounts"**);

- (f) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Pledgor evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called **"Instruments"**);
- (g) all inventory (as defined in the Uniform Commercial Code) of the Pledgor, including Motor Vehicles held by the Pledgor for lease, fuel, tires and other spare parts, all goods obtained by the Pledgor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called **"Inventory"**);
- (h) all Intellectual Property;
- (i) all equipment (as defined in the Uniform Commercial Code) of the Pledgor, including without limitation all equipment described on Annex 9 hereto and all Motor Vehicles (herein collectively called **"Equipment"**);
- (j) each contract, agreement (including without limitation each franchise agreement, lease, and to the extent not covered elsewhere within the definition of Collateral, each license), undertaking, purchase order, supply order and other understanding of the Pledgor relating to the sale or other disposition of Inventory or Equipment or the provision of services to or by the Pledgor (hereinafter collectively called **"Contracts"**);
- (k) all documents of title (as defined in the Uniform Commercial Code) or other receipts of the Pledgor covering, evidencing or representing Inventory or Equipment (herein collectively called **"Documents"**);
- (l) all rights, claims and benefits of the Pledgor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Pledgor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;
- (m) all other tangible and intangible personal property and fixtures of the Pledgor, including, without limitation, all proceeds, products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Pledgor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by the Pledgor in respect of any of the items listed above) and, to the extent related to any property described in said

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clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents owned by and in the possession or under the control of the Pledgor.

4 EXCEPTIONS.

4.1 Exception for Contractual Rights.

Unless and until the Lender so declares to the contrary by notice in writing given to the Pledgor, the security created hereby does not and shall not extend to, and Collateral shall not include, any Contract or license (the "Contractual Rights") to which the Pledgor is a party or of which the Pledgor has the benefit, to the extent that the creation of the security therein would constitute a breach of the terms of or default under or permit any person to terminate the Contractual Rights, but the Pledgor shall hold its interest therein in trust for the Lender and shall assign such Contractual Rights to the Lender forthwith upon obtaining the consent of the other party thereto. The Pledgor agrees that it shall, upon the request of the Lender, make all reasonable efforts to obtain any consent required to permit any Contractual Rights to be subjected to the security created hereby. To the extent that prior to the occurrence of an Event of Default, the Pledgor has not obtained the requisite consent to permit any Contractual Rights to be subjected to the security created hereby, then, from and after the occurrence of an Event of Default, the Pledgor shall only exercise such Contractual Rights in the manner directed by the Lender.

4.2 Transactions in Ordinary Course of Business.

Until the occurrence of an Event of Default, the security interest created hereby shall in no way hinder or prevent the Pledgor from selling, assigning, transferring, exchanging, leasing or otherwise disposing of or dealing with the Collateral in the ordinary course of its business and for the purpose of carrying on the same, provided such action is not in breach of the covenants herein contained or contained in the Credit Agreement. Without in any way limiting the foregoing, until the occurrence of an Event of Default, the grant of a security interest in the Intellectual Property of the Pledgor shall not affect in any way the Pledgor's rights to commercially exploit its Intellectual Property, defend it, enforce the Pledgor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.

5 FURTHER ASSURANCES; REMEDIES.

In furtherance of the grant of the pledge and security interest pursuant to Section 3 hereof, the Pledgor hereby agrees with the Lender as follows:

5.1 Delivery and Other Perfection.

The Pledgor shall:

- (a) if any of the shares, securities, moneys or property required pledged by the Pledgor under clauses (a), (b) and (c) of Section 3 hereof are received by the Pledgor, forthwith either (i) transfer and deliver to the Lender such shares, securities or other equity interests so received by the Pledgor (together with any certificates for any such shares, securities and other equity interests duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by the Lender, pursuant to the terms of this Agreement, as part of the Collateral or (ii) take such other action as the Lender shall reasonably deem necessary or appropriate to duly record the Lien created hereunder in such shares, securities, other equity interests, moneys or property in said clauses (a), (b) and (c);
- (b) deliver and pledge to the Lender any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may reasonably request; provided, that so long as no Event of Default shall have occurred, the Pledgor may retain for collection in the ordinary course any Instruments received by the Pledgor in the ordinary course of business and the Lender shall, promptly upon request of the Pledgor, make appropriate arrangements for making any Instrument pledged by the Pledgor available to the Pledgor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Lender, against trust receipt or like document);
- (c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the judgment of the Lender) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable the Lender to exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing any or all of the Stock Collateral to be transferred of record into the name of the Lender or its nominee (and the Lender agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Lender will thereafter promptly give to the respective Pledgor copies of any notices and communications received by it with respect to the Stock Collateral pledged by the Pledgor hereunder), provided that notices to account debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause (i) below;
- (d) without limiting the obligations of the Pledgor under Section 5.4(c) hereof, upon the acquisition after the date hereof by the Pledgor of any Equipment covered by a certificate of title or ownership, cause the Lender to be listed as the lienholder on such certificate of title and within 120 days of the acquisition thereof deliver evidence of the same to the Lender;
- (e) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Lender may

reasonably require in order to reflect the security interests granted by this Agreement;

- (f) furnish to the Lender from time to time (but, unless (i) an Event of Default shall have occurred, (ii) a material item of Intellectual Property is acquired or abandoned, or (iii) now or hereinafter required under the Credit Agreement, no more frequently than quarterly) statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as the Lender may reasonably request, all in reasonable detail;
- (g) promptly upon (i) the acquisition of a material item of Intellectual Property, or (ii) the request of the Lender, following receipt by the Lender of any statements, schedules, annexes or reports pursuant to clause (f) above, modify this Agreement by amending Annexes 3, 4 and/or 5 hereto, as the case may be, to include any Copyright, Patent or Trademark that becomes part of the Collateral under this Agreement and deliver to the Lender a form of assignment in form appropriate for filing in the PTO or USCO so as to perfect the Lender's interest therein; if the Pledgor fails to so modify this Agreement or deliver any such assignment, the Pledgor acknowledges and hereby authorizes the Lender to so modify this Agreement and/or execute any such assignment (in furtherance of Section 5.10), which modification, absent manifest error, shall be binding upon the Pledgor;
- (h) permit representatives of the Lender, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and permit representatives of the Lender to be present at the Pledgor's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by the Pledgor with respect to the Collateral, all in such manner as the Lender may reasonably require;
- (i) upon the occurrence of any Event of Default, upon request of the Lender, promptly notify (and the Pledgor hereby authorizes the Lender so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to the Lender hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Lender;
- (j) the Pledgor will furnish to the Lender within ten days of any request therefor by the Lender, statements (in form, substance and detail satisfactory to the Lender) of all Accounts (including without limitations accounts receivable) of the Pledgor (including any aging thereof), itemized by account debtor, and of the location (and aggregate book value at each such location) of all Inventory and Equipment of the Pledgor, each such statement to be certified by an executive officer of the Pledgor;

- (k) the Pledgor will advise the Lender promptly in reasonable detail, of (i) any Lien placed on or asserted against any of the Collateral, (ii) any material change in the composition of the Collateral, and (iii) the occurrence of any other event that would have a material effect on the aggregate value of the Collateral or on the Liens created hereunder.

5.2 Other Financial Statements and Liens.

Except as otherwise affirmatively permitted under any of the Credit Agreement, without the prior written consent of the Lender, the Pledgor shall not file, cause the filing of, or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Lender is not named as the sole secured party. The Pledgor will defend the right, title and interest of the Lender in and to any of the Pledgor's rights to the Collateral against the claims, suits, proceedings, or Liens of all persons or entities claiming an interest therein adverse to the Lender.

5.3 Preservation of Rights.

The Lender shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral before seeking to enforce its rights and remedies hereunder.

5.4 Special Provisions Relating to Certain Collateral.

(a) Stock Collateral.

- (i) So long as no Event of Default shall have occurred, the Pledgor shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral, including LLC Management Rights, for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement, or any other instrument or agreement referred to herein or therein, provided that the Pledgor agrees that it will not vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement, the Guarantee, the Credit Agreement or any such other instrument or agreement; and the Lender shall execute and deliver to the Pledgor or cause to be executed and delivered to the Pledgor all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the rights and powers that it is entitled to exercise pursuant to this Section 5.4(a)(i).
- (ii) Unless and until an Event of Default has occurred, the Pledgor shall be entitled to receive and retain any dividends on the Stock Collateral paid in cash out of earned surplus (and not, directly or indirectly, from stated capital).

- (iii) With respect to any LLC Collateral, no LLC may (i) make a distribution of capital, liquidate, merge, or sell all of its assets; or (ii) issue additional interests without the consent of the Lender. If any LLC is managed by managers, the Pledgor shall use all necessary efforts to ensure that the managers it nominates or controls shall not take such actions as described in (i) and (ii) of this Section 5.4(a)(iii).
- (iv) If any Event of Default shall have occurred, then whether or not the Lender exercises any available right to declare any Secured Obligation due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Guarantee, the Credit Agreement or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Stock Collateral shall be paid directly to the Lender and retained by it as part of the Stock Collateral, subject to the terms of this Agreement, and, if the Lender shall so request in writing, the Pledgor agrees to execute and deliver to the Lender appropriate additional dividend, distribution and other orders and documents to that end.
- (v) Without in any way diminishing restrictions in the Credit Agreement or any other document or instrument, at such time as the Pledgor receives a Security, including upon an in-kind dividend or distribution, the Pledgor shall deliver same to the Lender (along with any necessary transfer powers in blank).

(b) Intellectual Property.

- (i) For the purpose of enabling the Lender to exercise rights and remedies under Section 5.5 hereof at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Pledgor hereby grants to the Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Pledgor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by the Pledgor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.
- (ii) Notwithstanding anything contained herein to the contrary, so long as no Event of Default shall have occurred, the Pledgor will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Pledgor. In furtherance of the foregoing, unless an Event of Default shall have occurred, the Lender shall from time to time, upon the request of the Pledgor, execute and deliver any

instruments, certificates or other documents, in the form so requested, that the Pledgor shall have certified are appropriate (in its judgment) to allow them to take any action permitted above (including relinquishment of the license provided pursuant to clause (i) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and cancellation or termination of the commitments to lend by the Lender or earlier expiration of this Agreement or release of the Collateral, the Lender shall forthwith grant back to the Pledgor the license granted pursuant to clause (i) immediately above. The exercise of rights and remedies under Section 5.5 hereof by the Lender shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Pledgor in accordance with the first sentence of this clause (ii).

- (iii) With respect to each patent, patent application, trademark, or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Annexes 3, 4 or 5 hereto (or required to be included therein from time to time under Section 5.1(g) hereof), the Pledgor agrees to take all necessary or desirable steps, including without limitation in the PTO and the USCO or in any court, to (i) maintain such patent, trademark or service mark registration and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Pledgor's Intellectual Property, including without limitation, the filing of responses to office actions issued by the PTO, the filing of affidavits under Sections 8 and 15 of the *U.S. Trademark Act*, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, re-examination, opposition, cancellation, infringement and misappropriation proceedings. The Pledgor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Pledgor. The Pledgor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property pledged and encumbered hereunder, unless the Pledgor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Pledgor's business, in which case, the Pledgor shall give written notice of its intention to abandon or to permit the discontinuance thereof to the Lender 60 days prior to the date

on which the PTO or USCO, as applicable, would be expected to determine that the Intellectual Property has been abandoned or discontinued.

- (iv) The Pledgor agrees to notify the Lender promptly and in writing if it learns (i) that any item of its Intellectual Property pledged or encumbered hereunder has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding regarding any of its Intellectual Property, or (iii) of any adverse determination regarding any of its Intellectual Property.
- (v) In the event that the Pledgor makes the determination in its reasonable business judgment that any item of its Intellectual Property is infringed or misappropriated by a third party, the Pledgor shall promptly notify the Lender and will take such actions as the Pledgor deems appropriate under the circumstances to protect such Intellectual Property interest, including without limitation suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Pledgor.
- (vi) The Pledgor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Annex 3, 4 or 5.

(c) Motor Vehicles.

- (i) The Pledgor shall deliver to the Lender originals of the certificates of title or ownership for the Motor Vehicles owned by it from time to time with the Lender listed as lienholder and take such other action as the Lender shall deem appropriate to perfect the security interest created hereunder in all such Motor Vehicles.
- (ii) Without limiting the generality of the foregoing clause (i), upon the acquisition after the date hereof by the Pledgor of any Motor Vehicle, the Pledgor shall promptly (but in no case after 10 days after such acquisition) deliver to the Lender originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with the Lender listed as lienholder; provided, however, if the Motor Vehicle to be acquired is subject to a purchase money security interest, the Lender shall be listed as a junior lienholder to the Person holding such purchase money security interest.
- (iii) Without limiting Section 5.10 hereof, the Pledgor hereby appoints the Lender as its attorney-in-fact, effective the date hereof and terminating upon the termination of this Agreement, for the purpose of (i) executing on behalf of the Pledgor title or ownership applications for filing with

appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by the Pledgor to be retitled and the Lender listed as lienholder thereon, (ii) filing such applications with such state agencies, and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, the Pledgor as the Lender may reasonably deem necessary or advisable to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of the Lender a perfected Lien on the Motor Vehicles and exercising the rights and remedies of the Lender under Section 5.5 hereof). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

- (iv) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicle covered thereby.

5.5 Events of Default, Etc.

Except as explicitly set forth elsewhere herein, after an Event of Default shall have occurred the Lender shall issue a notice of default to the Pledgor and, with respect to Stock Collateral, the relevant Issuer(a "Default Notice"). Upon issuance of a Default Notice:

- (a) the Pledgor shall, at the request of the Lender, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Lender and the Pledgor, designated in its request;
- (b) with respect to any Stock Collateral, all rights of the Pledgor that would otherwise be exercisable by the Pledgor pursuant to Section 5.4(a), including all LLC Economic Rights and LLC Management Rights of the Pledgor, shall automatically terminate, and thereafter (i) all rights of the Pledgor to receive cash, securities, instruments, withdrawals or other distributions in respect of the Stock Collateral, including payments of principal or interest, or as otherwise required and to exercise any voting or management rights in respect of the Stock Collateral, including (without limitation) all voting rights and any other options or rights in respect of the Stock Collateral, shall cease, (ii) all such rights shall thereupon become vested solely in the Lender, and (iii) the Lender shall, unless it elects otherwise, thereupon have the sole right to receive and hold (either directly or through a designee) as Stock Collateral or, at the Lender's option, to apply to payment of the Secured Obligations such cash, securities, instruments, withdrawals and other distributions made in respect of the Stock Collateral. All such distributions received by the Pledgor contrary to the provisions of this Section 5.5(b) shall be received in trust for the benefit of the Lender, shall be segregated from other property or funds of the Pledgor and shall be forthwith delivered to the Lender as Stock Collateral in the same form as so received (with any necessary endorsement). The Pledgor acknowledges that any designee of the Lender holding such Stock Collateral will hold such Stock Collateral as bailee and

agent of the Lender for the purpose of perfecting and maintaining the Lender's first priority security interest in such Stock Collateral. The Pledgor agrees (i) that the Lender is authorized to file such Uniform Commercial Code, financing statements or amendments, and (ii) that the Pledgor will execute such further documents and instruments as is necessary or as the Lender or its designee may reasonably request in order to confirm, perfect and maintain the Lender's first priority security interest in such Stock Collateral; provided, however, that the effectiveness of this Section 5.5(b) shall not in any way be conditioned upon the execution by the Pledgor of any such further documents or instruments.

- (c) the Lender may make any reasonable compromise or settlement it deems appropriate with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;
- (d) the Lender shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Lender were the sole and absolute owner thereof (and the Pledgor agrees to take all such action as may be appropriate to give effect to such right);
- (e) the Lender in its discretion may, in its name or in the name of the Pledgor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and
- (f) the Lender may, upon ten business days' prior written notice to the Pledgor (or upon such shorter notice, or without notice, as may be permitted under the Uniform Commercial Code) of the time and place, with respect to the Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Lender or its agent, sell, lease, assign or otherwise dispose of all or any part of such Collateral (including by any of setoff against accounts of the Pledgor held by the Lender which contain cash proceeds of Collateral), at such place or places as the Lender deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at

any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Pledgor, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and the Pledgor shall supply to the Lender or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. The Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The proceeds of each collection, sale or other disposition under this Section 5.5, including by virtue of the exercise of the license granted to the Lender in Section 5.4(b) hereof, shall be applied in accordance with Section 5.9 hereof.

5.6 Deficiency.

If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.5 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Pledgor shall remain liable for any deficiency to the fullest extent permitted by law.

5.7 Removals, Etc.

Without at least 30 days' prior written notice to the Lender, the Pledgor shall not (i) maintain any of its books and records with respect to the Collateral at any office or maintain its principal place of business (or if it has more than one place of business, its chief executive office) at any place, or permit any Inventory or Equipment to be located anywhere, other than at the address or addresses identified in Annex 8 hereto under its name or in transit from one of such locations to another, or (ii) change its name, organizational structure, jurisdiction of incorporation, or the name under which it does business, from the name shown on the signature pages hereto. In connection with the notice required by the immediately preceding sentence, the Pledgor shall provide a clear description of such new location and such other information in connection therewith as the Lender may reasonably request. With respect to such new location, the Pledgor shall have taken such action, satisfactory to the Lender (including, without limitation, the delivery of additional filing documentation duly signed by the Pledgor for use in jurisdictions where filing is not based on the debtor's "location", as determined under the Uniform Commercial Code), to maintain the Lien of the Lender in the Collateral at all times fully perfected, in full force and effect, and with the priority as provided by this Agreement.

5.8 Private Sale.

The Lender shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.5 hereof conducted in a commercially

reasonable manner. The Pledgor hereby waives, to the extent permissible under applicable law, any claims against the Lender arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations.

5.9 Application of Proceeds.

Except as otherwise herein expressly provided and except as provided below in this Section 5.9, the proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Lender under this Section 5 or under any other provision of this Agreement, shall be applied by the Lender:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket fees, costs and expenses of the Lender (including the reasonable fees and expenses of its counsel), and all expenses incurred and advances made by the Lender in connection therewith;

Next, to the payment in full of the Secured Obligations; and

Finally, after the payment in full of the Secured Obligations, to the payment to the Pledgor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 5, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of the Pledgor or any issuer of or obligor on any of the Collateral.

5.10 Attorney-in-Fact.

The Pledgor appoints the Lender (and any persons designated by the Lender for such purpose) the Pledgor's true and lawful attorney-in-fact to perform following the occurrence of an Event of Default any of the following acts, which appointment, coupled with an interest, is irrevocable until termination of this Agreement and may be exercised from time to time by the Lender's officers and employees, or any of them, in their discretion, to take any action and to execute any instrument that the Lender may deem reasonably necessary or desirable to accomplish the purposes of this Agreement, including to receive, endorse and collect all instruments made payable to the Pledgor or representing any distribution in respect of the Collateral or any part thereof and to give full discharge for the same when and to the extent permitted by this Agreement, and (i) to perform or cause the performance of any obligation of the Pledgor hereunder, in the Pledgor's name or otherwise; (ii) to notify the Issuer that all distributions respecting any Stock Collateral shall thereafter be payable to the Lender; (iii) to notify any person obligated on any security, instrument or other document subject to this Agreement of the Lender's rights hereunder; or (iv) to receive, endorse and collect all cash or other property now or hereafter payable upon or in account of the Collateral.

For certainty, with respect to any LLC Interest, the power of attorney contemplated in this Section 5.10 authorizes and empowers the Lender solely following the occurrence of an Event of Default (and any persons designated by the Lender for such purposes): (i) to foreclose upon the LLC Interest; (ii) to exercise all LLC Economic Rights and LLC Management Rights in respect of the LLC Interest, including voting rights; (iii) to liquidate the LLC Interest and to apply any proceeds thereof to payment of the Secured Obligations, notwithstanding the fact that such liquidation may give rise to penalties; (iv) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement related to or affecting the LLC Collateral and, in connection therewith to deposit or surrender control of the LLC Collateral and to accept other property in exchange for the LLC Collateral subject otherwise to this Agreement; and (v) to make any compromise or settlement the Lender deems desirable or proper in respect of the LLC Collateral.

5.11 Perfection.

The Pledgor hereby authorises and ratifies (as having been authorized) the filing of the financing statements (in the form provided to the Pledgor) prior to or concurrently with the execution and delivery of this Agreement, which are required to perfect the security interests granted by Section 3 of this Agreement and agrees to deliver to the Lender concurrently with the execution hereof all certificates representing any Pledged Stock, to the extent certificated, in suitable form for transfer by delivery, accompanied by all necessary instruments of transfer or assignment, duly executed in blank, in each case to perfect the security interests granted by Section 3 of this Agreement.

5.12 Termination.

When all Secured Obligations shall have been indefeasibly paid in full and the commitments of the Lender under the Credit Agreement shall have expired or been terminated, this Agreement shall terminate, and the Lender shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Pledgor and to be released and cancelled all licenses and rights referred to in Section 5.4(b) hereof. The Lender shall also forthwith authorize the filing of upon such termination such Uniform Commercial Code termination statements, and execute and deliver to the Pledgor certificates for terminating the Liens on the Motor Vehicles and such other documentation as shall be requested by the Pledgor to effect the termination and release of the Liens on the Collateral.

5.13 Further Assurances.

The Pledgor agrees that, from time to time upon the written request of the Lender, the Pledgor will execute and deliver such further documents and do such other acts and things as the Lender may reasonably request in order fully to effect the purposes of this Agreement.

5.14 Release of Motor Vehicles.

So long as no Event of Default shall have occurred, upon the request of the Pledgor (and in addition to the requirements of Section 5.12 above), the Lender shall execute and deliver to the Pledgor such instruments as the Pledgor shall reasonably request to remove the notation of the Lender as lienholder on any certificate of title for any Motor Vehicle; provided that any such instruments shall be delivered, and the release effective only upon receipt by the Lender of a certificate from the Pledgor stating that the Motor Vehicle the lien on which is to be released is to be sold or has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss).

5.15 The Pledgor Remains Liable.

Anything herein to the contrary notwithstanding:

- (a) the Pledgor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein;
- (b) neither the execution by the Pledgor of this Agreement nor the exercise by the Lender of any of its rights hereunder shall release the Pledgor from any of its duties or obligations under any such Contracts; and
- (c) the Lender shall not have any obligation or liability under any such Contracts by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5.16 The Pledgor's Acknowledgement with respect to the Pledged Stock.

The Pledgor recognizes that the Lender may be unable to effect a public sale of all or part of the Pledged Stock by reason of certain prohibitions contained in the *Securities Act* of 1933, as amended, or in applicable "blue sky" securities laws of the relevant state or other jurisdiction, but may instead resort to one or more private sales to a single purchaser or a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. The Pledgor understands that the Lender's exercise of its right to hold private sales may be at prices and other terms less favorable to the Pledgor than if such Pledged Stock were sold at public sale and that the Lender has no obligation to delay the put or sale of any portion of the Pledged Stock for the period of time necessary to permit the registration of any Pledged Stock, even if the Issuer is required to, or would, agree to register such securities for public sale under applicable securities laws. The Pledgor agrees that private sales made under the foregoing circumstances shall each be deemed to have been actions taken or transactions made in a "commercially reasonable" manner.

5.17 Security Interest Absolute.

All rights of the Lender and the security interests granted to the Lender hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of the Guarantee, the Credit Agreement or any other document or Instrument contemplated thereby;
- (b) the failure of the Lender:
 - (i) to assert any claim or demand or to enforce any right or remedy against the Borrower, or any other person or entity under the provisions of the Credit Agreement or any other document or Instrument contemplated thereby, or
 - (ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Secured Obligations;
- (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other extension, compromise or renewal of any Secured Obligations;
- (d) any reduction, limitation, impairment or termination of any Secured Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Pledgor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligations or otherwise;
- (e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Credit Agreement, the Guarantee or any document or Instrument contemplated thereby;
- (f) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Obligations; or
- (g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of the Borrower or the Pledgor, any surety or any guarantor (other than any defense with respect to prior payment or performance).

6 MISCELLANEOUS.

6.1 No Waiver.

No failure on the part of the Lender to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Lender of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.2 Notices.

All notices, requests, consents and demands hereunder shall be in writing and telexed, telecopied or delivered to the intended recipient at its Address for Notices specified pursuant in Annex 7 hereto. Any such notice shall be deemed delivered (i) in the case of personal delivery, when so delivered; (ii) in the case of a telecopy, when sent; and (iii) in the case of mail, five business days after being deposited in the mail, postage prepaid.

6.3 Expenses.

The Pledgor agrees to reimburse the Lender for all reasonable costs and expenses of the Lender (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) any Event of Default and any enforcement or collection proceeding resulting therefrom, including, without limitation, all manner of participation in or other involvement with performance by the Lender of any obligations of the Pledgor in respect of the Collateral that the Pledgor has failed or refused to perform, (ii) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Lender in respect thereof by litigation or otherwise, including expenses of insurance, judicial or regulatory proceedings and workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated), and (iii) the enforcement of this Section 6.3 and all such costs and expenses shall be Secured Obligations entitled to the benefits of the collateral security provided pursuant to Section 3 hereof.

6.4 Amendments, Etc.

The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Pledgor and the Lender. Any such amendment or waiver shall be binding upon the Lender, each holder of any of the Secured Obligations and the Pledgor. Waivers are only binding with respect to the specific breach noted therein, and not for subsequent breaches of the same provision.

6.5 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Pledgor and the Lender. The Lender may assign its respective rights hereunder upon the delivery of notice to the Pledgor. Notwithstanding anything contained herein to the contrary, the Pledgor may not sell, transfer or assign all or any portion of its obligations or liabilities hereunder, or any of its rights and interest herein, without the express written consent of the Lender.

6.6 Captions.

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.7 Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.8 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts to be performed within New York by New York domiciliaries, provided that with respect to (i) the perfection and rights and remedies with respect to assets and properties located outside of New York, and (ii) without limiting the foregoing, rights under organizational documents of entities formed under laws of other jurisdictions, applicable local law may govern only to the extent mandated by such applicable local law.

6.9 Lenders and Attorneys-in-Fact.

The Lender may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

6.10 Severability.

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Lender in order to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

6.11 Additional Obligors.

Upon the execution and delivery by another Person of a supplement to this Agreement in accordance with current or future provisions of the Credit Agreement or the Guarantee, such Person shall become a "Pledgor" hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any such supplement shall not require the consent of the Pledgor. The rights and obligations of the Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

6.12 Submission To Jurisdiction, etc.

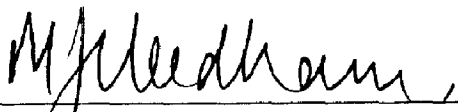
ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE (BUT SHALL NOT BE REQUIRED TO BE) BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE PLEDGOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE PLEDGOR HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER IT, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER IT. THE PLEDGOR HEREBY IRREVOCABLY DESIGNATES, APPOINTS AND EMPOWERS TORYS LLP, WITH OFFICES ON THE DATE HEREOF AT 237 PARK AVENUE, NEW YORK, NEW YORK, 10017-3142 AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, ACCEPT AND ACKNOWLEDGE FOR AND ON ITS BEHALF, AND IN RESPECT OF ITS PROPERTY, SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS THAT MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING. IF FOR ANY REASON SUCH DESIGNEE, APPOINTEE AND AGENT SHALL CEASE TO BE AVAILABLE TO ACT AS SUCH, THE PLEDGOR AGREES TO DESIGNATE A NEW DESIGNEE, APPOINTEE AND AGENT IN NEW YORK CITY ON THE TERMS AND FOR THE PURPOSES OF THIS PROVISION SATISFACTORY TO THE LENDER UNDER THIS AGREEMENT. THE PLEDGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OR PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE PLEDGOR AT ITS ADDRESS SET FORTH ON ANNEX 7, TO BECOME EFFECTIVE AS SET FORTH IN THE SECTION 6.2. THE PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTIONS TO SUCH SERVICE OF PROCESS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE TO THE EXTENT MADE IN ACCORDANCE WITH THE TERMS HEREOF. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER UNDER THIS

AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER EXPRESSLY PERMITTED BY LAW OR TO COMMENCE ANY ACTIONS OR PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE PLEDGOR IN ANY OTHER JURISDICTION.


THE PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN THE IMMEDIATELY PRECEDING PARAGRAPH AND EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE GUARANTEE, THE CREDIT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

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

IWERKS ENTERTAINMENT, INC.


By: 
Name:
Title:

hereunto duly authorized

By: 
Name:
Title:

hereunto duly authorized

NATIONAL BANK OF CANADA

By: 
Name:
Title:

hereunto duly authorized

By: _____
Name:
Title:

hereunto duly authorized

G23\GROLLK\2507687.9

ANNEX 1

PERMITTED LIENS

1. Liens for taxes, assessments or governmental charges or levies not at the time due and delinquent;
2. undetermined or inchoate liens and charges incidental to current operations which have not at such time been filed pursuant to law against the Pledgor or which relate to obligations not due or delinquent;
3. easements, rights of way or other similar rights in land existing at the date of this letter agreement which individually or in the aggregate do not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Pledgor;
4. rights reserved to or vested in any municipality or governmental authority by any statutory provision or by the terms of any lease, license, franchise, grant or permit to terminate any such lease, license, franchise, grant or permit or to require annual or periodic payments as a condition of the continuance thereof;
5. Liens securing workers' compensation assessments, unemployment insurance, vacation pay or other social security obligations; and liens for taxes, rates, assessments and governmental charges which are overdue but the validity of which is being contested at the time in good faith, if the Pledgor shall have made on its books provision reasonably deemed by it in accordance with U.S. GAAP to be adequate for the payment thereof;
6. Liens or other interests in respect of cash or governmental obligations or other investments which the Pledgor is permitted to make in accordance with the provisions of this letter agreement deposited in the ordinary course of business to secure workers' compensation, unemployment insurance, vacation pay or other social security obligations, surety or appeal bonds, costs of litigation, when required by law, public and statutory obligations, liens or claims incidental to mechanics', warehousemen's, carriers' and other similar liens;
7. purchase money liens, conditional sales agreements or other title retention mortgage, charge, hypothec, pledge, lien, chattel mortgage or other encumbrance on a property or asset created, issued or assumed to secure the unpaid purchase price in respect of such property or asset or monies borrowed to fund the purchase price of such property or asset (collectively "**Title Retention Instruments**"); provided that in relation to any given Title Retention Instrument such unpaid purchase price does not exceed the original purchase price of such property or asset and provided further that in the aggregate the total amount financed under Title Retention Instruments does not exceed \$100,000, without prior written consent of the Lender, which consent will not be unreasonably withheld;
8. any Lien, or any lien of any judgment or execution rendered or issued or action, claim, *lis pendens* or certificate of pending litigation filed in respect of the business of the Pledgor, which is being contested at the relevant time diligently and in good faith by the Pledgor; provided that the Pledgor shall have either paid into court appropriate collateral including without limitation a surety bond (or similar instrument) issued by a licensed bonding company or in respect of which

security adequate in the opinion of the Lender, acting reasonably, has been provided to the Lender to ensure payment of such liens;

9. bonds, cash or other obligations provided or deposited in the ordinary course of business in connection with contracts, bids or tenders or to secure the cost of litigation when required by law;
10. zoning and building by-laws and ordinances, municipal by-laws and regulations and other restrictions on the use of the business carried on by the Pledgor provided same are being complied with in all material respects;
11. any reservations, limitations, provisos and conditions, if any, expressed in any original grants of land from governmental entities or authorities which do not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Pledgor;
12. title defects or irregularities which are of a minor nature and in the aggregate will not materially detract from the value of the property concerned or materially impair its use in the operation of the business of the Pledgor;
13. Liens in favour of S Kumars International Inc. perfected under the Uniformed Commercial Code in the State of California by S Kumars International Inc., as secure party, against Iwerks Entertainment, Inc., as debtor, on March 29, 2001, file number 0108960830, against collateral classified as equipment and, more particularly, Iwerks 1570 Camera equipment;
14. Liens in favour of Jeff Dahl perfected under the Uniformed Commercial Code in the State of Delaware by Jeff Dahl, as secure party, against Iwerks Entertainment, Inc., as debtor, on January 23, 2002, file number 20192553, against collateral classified as equipment and, more particularly, Iwerks 8-70 lightweight large Camera equipment and accessories;
15. Liens in favour of Don Iwerks perfected under the Uniformed Commercial Code in the State of Delaware by Don Iwerks, as secure party, against Iwerks Entertainment, Inc., as debtor, on January 23, 2002, file number 20192686, against collateral classified as equipment and, more particularly, Iwerks 8-70 lightweight large Camera equipment and accessories;
16. Liens in favour of Gary Matus perfected under the Uniformed Commercial Code in the Secretary of State of Delaware by Gary Matus, as secure party, against Iwerks Entertainment, Inc., as debtor, on January 23, 2002, file number 20192751, against collateral classified as equipment and, more particularly, Iwerks 8-70 large Camera equipment and accessories;
17. Liens in favour of First Ontario Labour Sponsored Investment Fund Inc. perfected under the Uniformed Commercial Code in the State of Delaware by First Ontario Labour Sponsored Investment Fund Inc, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281505, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
18. Liens in favour of Working Ventures Canadian Fund Inc. perfected under the Uniformed Commercial Code in the State of Delaware by Working Ventures Canadian Fund Inc., as secure

party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281554, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;

19. Liens in favour of Triax Growth Fund Inc. perfected under the Uniformed Commercial Code in the State of Delaware by Triax Growth Fund Inc., as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281562, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
20. Liens in favour of Filoselle Properties Limited perfected under the Uniformed Commercial Code in the State of Delaware by Filoselle Properties Limited, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281588, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
21. Liens in favour of Michael Needham perfected under the Uniformed Commercial Code in the State of Delaware by Michael Needham, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281596, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
22. Liens in favour of Brian Peebles perfected under the Uniformed Commercial Code in the State of Delaware by Brian Peebles, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281638, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
23. Liens in favour of Shiori Sudo perfected under the Uniformed Commercial Code in the State of Delaware by Shiori Sudo, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281646, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
24. Liens in favour of Allen Yamashita perfected under the Uniformed Commercial Code in the State of Delaware by Allen Yamashita, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281661, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
25. Liens in favour of Moog Inc. perfected under the Uniformed Commercial Code in the State of Delaware by Moog Inc., as secure party, against Iwerks Entertainment, Inc., as debtor, on

February 1, 2002, file number 20281679, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;

26. Liens in favour of Yorkton Asset Management Inc. perfected under the Uniformed Commercial Code in the State of Delaware by Yorkton Asset Management Inc., as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281687, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;
27. Liens in favour of Thomas Haythe perfected under the Uniformed Commercial Code in the State of Delaware by Thomas Haythe, as secure party, against Iwerks Entertainment, Inc., as debtor, on February 1, 2002, file number 20281703, against collateral classified as accounts receivables, book debts, purchase orders, inventory, parts and spare parts, components, supplies, materials, work-in-process, raw materials, finished goods, returned an repossessed property, good, guaranties, options, warranties, etc.;

Provided that, at all times, the Liens referred to at Nos. 17 to 27 are subordinated and postponed in favor of the Bank;

28. such other liens as may be consented to in writing by the Bank.

ANNEX 2

PLEDGED STOCK

Nil

ANNEX 3

**LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS
AND APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Nil

ANNEX 4

LIST OF PATENTS AND PATENT APPLICATIONS

See Attached

INVENTION TITLE	CLASSIFICATION	NO.	TYPE	NO.	DATE	ASSIGNOR	STATUS
SEAT BASE MOTION CONTROLLER <i>W. M. Watkins et al.</i>	1122 GSL/HAC	21236-USA UNITED STATES	UTL-ORD	07/437344 5015933	11/15/1989 05/14/1991	Iwerks Entertainment, Inc.	ISSUED
REGISTRATION SYSTEM FOR FILM NEGATIVE LIQUID IMMERSION PRINTER <i>D. Iwerks</i>	1122 FLF	26333-	UTL-				NOT FILED 12/26/1996
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-EPO EUROPEAN PATENT Product: QUATTRO	UTL-PCT of 27878	96917915.9	06/03/1996	Iwerks Entertainment, Inc.	ABANDONED 04/09/2001
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-JPN JAPAN Product: QUATTRO	UTL-PCT of 27878	9-303104	06/03/1996	Iwerks Entertainment, Inc.	PENDING
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-KOR KOREA Product: QUATTRO	UTL-PCT of 27878	97-709245	06/03/1996	Iwerks Entertainment, Inc.	ABANDONED 02/08/2001
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-PCT PATENT COOPERATION TREATY Product: QUATTRO	UTL-ORD	US96/08362	06/03/1996	Iwerks Entertainment	NATIONAL 12/08/1998
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-PRC CHINA Product: QUATTRO	UTL-PCT of 27878	96194678.4	06/03/1996	Iwerks Entertainment (Calif. Corp.)	ABANDONED 04/09/2001
REVERSING FILM PROJECTION SYSTEM <i>Donald W. Iwerks et al.</i>	1122 GSL/HAC	27878-USA UNITED STATES Product: QUATTRO	UTL-ORD	08/488870 5581313	06/09/1995 12/03/1996	Iwerks Entertainment	LAPSED 04/13/2000
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-AUS AUSTRALIA	UTL-ORD	2464388 617703	11/03/1988 12/05/1991	Omni Films International, Inc.	Lapsed 07/30/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-CAN CANADA	UTL-ORD	582277 1315860	11/04/1988 04/06/1993	Omni Films International, Inc.	LAPSED 02/02/1998
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-ENG UNITED KINGDOM	UTL-EPO of 30092	88310227.9 0315397	10/31/1988 10/13/1993	Omni Films International, Inc.	Lapsed 07/30/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-EPO EUROPEAN PATENT	UTL-ORD	88310227.9 0315397	10/31/1988 10/13/1993	Omni Films International, Inc.	NATIONAL 10/31/1988
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-GER GERMANY	UTL-EPO of 30092	88310227.9 P3884907.0	10/31/1988 10/13/1993	Omni Films International, Inc.	Lapsed 07/30/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-HOL NETHERLANDS	UTL-EPO of 30092	88310227.9 0315397	10/31/1988 10/13/1993	Omni Films International, Inc.	Lapsed 07/30/1997

INVENTION TITLE	CLASS	NO.	COUNTRY	OFFICE	NO.	FILED	ASSIGNOR	STATUS
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-ITA	ITALY	UTL-EPO of 30092	88310227.9 0315397	10/31/1988 10/13/1993	Omni Films International, Inc.	Lapsed 07/30/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-JPN	JAPAN	UTL-ORD	63-279161 2011055	11/04/1988 02/02/1996	Omni Films International, Inc.	LAPSED 12/19/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-KOR	KOREA	UTL-ORD	88-14415 56362	11/03/1988 11/12/1992	Omni Films International, Inc.	LAPSED 07/30/1997
POINT-OF-VIEW MOTION SIMULATOR SYSTEM <i>Fred Hollingsworth et al.</i>	1122 GSL/HAC	30092-USA	UNITED STATES	UTL-ORD	116924 4879849	11/04/1987 11/14/1989	Omni Films International, Inc.	ABANDONED 04/14/1997
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-CAN	CANADA Product: LINEAR LOOP 200/091	UTL-ORD	2113400	01/13/1994	Iwerks Linear Loop Projectors, Inc.	PENDING
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-ENG	UNITED KINGDOM Product: LINEAR LOOP 200/091	UTL-ORD	9407450.7 2288670	04/14/1994 04/22/1998	Iwerks Entertainment, Inc.	ISSUED
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-GER	GERMANY Product: LINEAR LOOP 200/091	UTL-ORD	P4400675.6	01/12/1994	Not Assigned	PENDING
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-ITA	ITALY Product: LINEAR LOOP 200/091	UTL-ORD	RM94A.000009 1271829	01/12/1994 06/09/1997	Not Assigned	ISSUED
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-JPN	JAPAN Product: LINEAR LOOP 200/091	UTL-ORD	2472/1994	01/14/1994	Not Assigned	PENDING
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-PRC	CHINA Product: LINEAR LOOP 200/091	UTL-ORD	94/100606.9	01/14/1994	Not Assigned	ABANDONED 03/22/1999
MOTION PICTURE PROJECTION APPARATUS <i>Leland R. Schmidt</i>	1122 GSL/HAC	30620-USA	UNITED STATES Product: LINEAR LOOP 200/091	UTL-ORD	08/004511 5341182	01/14/1993 08/23/1994	Iwerks Linear Loop Projectors, Inc.	ISSUED
FILM ADVANCE MECHANISM FOR MOTION PICTURE APPARATUS	1122 GSL/HAC	30621-USA	UNITED STATES	UTL-CIP of SEE FILE	08/518463 5633696	08/23/1993 05/27/1997	Iwerks Linear Loop Projectors, Inc.	ISSUED

CONFIDENTIAL

1122 - IWERKS ENTERTAINMENT, INC.
U.S. AND FOREIGN PATENT PROGRAM

LISTED IN ORDER BY LTH DOCKET NO.

<i>Leond R. Schmidt</i>							
		215/247					
FILM ADVANCE MECHANISM FOR MOTION PICTURE APPARATUS	1122 GBL/HAC	30698-USA UNITED STATES	UTL-CIP of 30621	08/835095 5841514	04/04/1997 11/24/1998	Iwerks Entertainment, Inc.	ISSUED
		224/148					
<i>Leond R. Schmidt</i>							

ANNEX 5

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

See Attached

EXTREME SCREEN

1122
GSL/HAC

34240-POR
PORTUGAL

TM
09

33740

UNION

Inc.

09/17/2011

TRADEMARK
REEL: 002645 FRAME: 0744

LISTED IN ALPHABETICAL ORDER

ANNEX 5

MARK	CINEMA	OFFICE	CLASS	REG. NO.	REG. DATE	OWNER	STATUS
CINEDOME	1122 GSL/HAC	31036-USA (01) UNITED STATES	TM 09	75/177614 2151880	10/07/1996 04/21/1998	Iwerks Entertainment	REGISTERED
CINEDOME	1122 GSL/HAC	31036-USA (02) UNITED STATES	SM 142	75/177613 2151879	10/07/1996 04/21/1998	Iwerks Entertainment, Inc.	REGISTERED
CINEDROME 360	1122 GSL/HAC	33082-USA UNITED STATES	TM 141	74/498001 1916898	03/07/1994 09/05/1995	Iwerks	LAPSED 08/30/2001
CINEMA 180	1122 GSL/HAC	30091-USA UNITED STATES	TM	139361 1146570	08/29/1977 01/27/1981	Ofi Corp.	LAPSED 08/22/2000
CINEMA 180 and design	1122 GSL/HAC	30090-USA UNITED STATES	SM 141	184776 1185175	09/06/1978 01/05/1982	Ormi Vision, Inc.	LAPSED 08/26/1988
CYBER-CIRCUS	1122 GSL/HAC	26215-USA UNITED STATES	TM/SM 141	74/470144	12/13/1993 ITU	Iwerks Touring Technologies	ABANDONED 04/02/1997
EXTREME SCREEN	1122 GSL/HAC	34240-ARG ARGENTINA	TM 09	2240775 1818771	09/14/1999 02/13/2001	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-AUS AUSTRALIA	TM 09	796039 796039	06/02/1999 03/19/2001	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-BRA BRAZIL	TM 09	821920499	08/23/1999	Iwerks Entertainment, Inc.	PUBLISHED 10/19/1999
EXTREME SCREEN	1122 GSL/HAC	34240-CAN CANADA	TM 09	1017676	06/02/1999	Iwerks Entertainment, Inc.	ALLOWED 02/15/2001
EXTREME SCREEN	1122 GSL/HAC	34240-ENG UNITED KINGDOM	TM 09	2196261 2196261	04/30/1999 03/12/2000	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-FRA FRANCE	TM 09	99797257	06/14/1999	Iwerks Entertainment, Inc.	ABANDONED 10/08/1999
EXTREME SCREEN	1122 GSL/HAC	34240-FRA (A) FRANCE	TM/SM 09, 37, 38	99812795 99812795	09/17/1999 02/25/2000	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-GRE GREECE	TM 09	141442	08/12/1999	Iwerks Entertainment, Inc.	PENDING
EXTREME SCREEN	1122 GSL/HAC	34240-ITA ITALY	TM 09	TO99C002837	09/16/1999	Iwerks Entertainment, Inc.	PENDING
EXTREME SCREEN	1122 GSL/HAC	34240-JPN JAPAN	TM 09	79996/1999	09/03/1999	Iwerks Entertainment, Inc.	ABANDONED 10/06/2001
EXTREME SCREEN	1122 GSL/HAC	34240-KOR KOREA	SM 41	41-00-5652 64146	03/06/2000 10/23/2000	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-MAY MALAYSIA	TM 09	99/05114	06/14/1999	Iwerks Entertainment, Inc.	PENDING
EXTREME SCREEN	1122 GSL/HAC	34240-POR PORTUGAL	TM 09	339287	08/23/1999	Iwerks Entertainment, Inc.	ABANDONED 09/17/2001

MARK	CLASS	REGISTRATION NO.	CLASS	REGISTRATION NO.	REGISTRATION DATE	REGISTRATION DATE	STATUS
EXTREME SCREEN	1122 GSL/HAC	34240-PRC CHINA	TM 09	990094600	08/12/1999	Iwerks Entertainment, Inc.	ABANDONED 07/23/2001
EXTREME SCREEN	1122 GSL/HAC	34240-SIN SINGAPORE	TM 09	799/061772	06/17/1999	Iwerks Entertainment, Inc.	PENDING
EXTREME SCREEN	1122 GSL/HAC	34240-TAI TAIWAN	TM 09	8827079 911724	06/08/1999 11/01/2000	Iwerks Entertainment, Inc.	REGISTERED
EXTREME SCREEN	1122 GSL/HAC	34240-USA UNITED STATES	SM 41	75/662412 2491211	03/17/1999 09/18/2001	Iwerks Entertainment, Inc.	REGISTERED
FREEDOM SIX	1122 GSL/HAC	30083-USA UNITED STATES	TM 17	74/291192 1761027	07/06/1992 03/30/1993	Off Corp.	LAPSED 03/01/1999
IWERKS	1122 GSL/HAC	31037-JPN (01) JAPAN	TM 09	6-32126 3239714	04/01/1994 12/23/1996	Iwerks Entertainment, Inc.	REGISTERED
IWERKS	1122 GSL/HAC	31037-JPN (02) JAPAN	SM 41	632127	04/01/1994	Iwerks Entertainment, Inc.	PENDING
IWERKS	1122 GSL/HAC	33084-USA UNITED STATES	TM 09	74/491964 1936434	02/18/1994 11/21/1993	Iwerks Entertainment, Inc.	REGISTERED
IWERKS	1122 GSL/HAC	33085-USA UNITED STATES	TM 141, 42	74/492049 1994353	02/18/1994 08/20/1996	Iwerks	REGISTERED
LINEAR LOOP	1122 GSL/HAC	30622-ECM EUROPEAN COMMUNITY	TM 09	167080 167080	04/01/1996 11/23/1998	Iwerks Entertainment, Inc.	REGISTERED
LINEAR LOOP	1122 GSL/HAC	30622-USA UNITED STATES	TM 9	75/079584 2240071	03/28/1996 04/20/1999	Iwerks Entertainment, Inc.	REGISTERED
MOTION MASTER	1122 GSL/HAC	30089-USA UNITED STATES	SM 137	705979 1545661	01/19/1988 06/27/1989	Off Corp.	REGISTERED
OMNI FILMS INTERNATIONAL, INC. and design	1122 GSL/HAC	30088-USA UNITED STATES	SM 141	650324 1545696	03/26/1987 06/27/1989	Off Corp.	REGISTERED
THE MOVIE YOU RIDE	1122 GSL/HAC	30081-USA UNITED STATES	SM 141	74/505660 1963701	03/25/1994 03/26/1996	Off Corp.	REGISTERED
TURBO RIDE	1122 GSL/HAC	31038-ECM EUROPEAN COMMUNITY	SM 41	175679 175679	04/01/1996 01/20/1999	Iwerks Entertainment, Inc.	REGISTERED
TURBO RIDE	1122 GSL/HAC	31038-JPN JAPAN	SM 41	632129	04/01/1994	Iwerks Entertainment, Inc.	PENDING
TURBO RIDE	1122 GSL/HAC	33083-USA UNITED STATES	TM 41	74/485234 1922532	02/01/1994 09/26/1995	Iwerks	REGISTERED
TURBO RIDE and design	1122 GSL/HAC	32459-ECM EUROPEAN COMMUNITY	SM 141	175612	04/01/1997	Iwerks Entertainment, Inc.	ABANDONED 05/20/1998
TURBO TOUR	1122	31039-JPN	TM	6-32128	04/01/1994	Iwerks Entertainment	REGISTERED

1122 - IWERKS ENTERTAINMENT, INC.
U.S. AND FOREIGN MARK PROGRAM

LISTED IN ALPHABETICAL ORDER

MARK	CLASS	COUNTRY	STATUS	REG. NO.	FILED	OWNER	STATUS
THEATRE	GSL/HAC	JAPAN	09	3239715	12/25/1996	Inc.	
VIRTUAL REALITY THEATRE	1122 GSL/HAC	31040-USA (01) UNITED STATES	TM 1 12	74/602102	11/22/1994	Iwerks Touring Technologies, Inc.	ABANDONED 11/12/1997
VIRTUAL REALITY THEATRE	1122 GSL/HAC	31040-USA (02) UNITED STATES	SM 1 41	74/602101	11/22/1994	Iwerks Touring Technologies, Inc.	ABANDONED 11/12/1997

ANNEX 6

**LIST OF CONTRACTS, LICENSES, AND FRANCHISE
AND OTHER AGREEMENTS**

See Attached

VIOLATIONS/INFRINGEMENTS

Nil

Not Specified	<ol style="list-style-type: none"> 1. List of projects as of March 14, 2001 (seems to be part of a current hardware contact summary dated 3/13/01). 2. Agreement for Purchase of Products and Services between Iwerks Entertainment, Inc. and Aztec On The River Ltd. (purchaser). 3. Inter-office memorandum regarding executed copy of Corona contract, project hard off form relating thereto, pricing calculation worksheet relating thereto. 4. Agreement dated October 27, 1999 between Iwerks Entertainment, Inc. and Corona Entertainment Co., Ltd.(purchaser) for Purchase of Products and Services. 5. Agreement dated September 22, 1999 between Iwerks Entertainment, Inc. and Showmax, Inc. (purchaser). 6. Agreement dated May 26, 1997 between Iwerks Entertainment, Inc. and M.V. srl. (purchaser)(includes a blank form of international service agreement and a Program Software License Agreement dated May 27, 1997). 7. Work authorization form for COSI dated July 30, 1997. 8. Agreement dated July 18, 1997 between Iwerks Entertainment, Inc. and COSI Building Development and Financial Resources Corporation (purchaser). 9. Agreement dated October 2, 2000 between Iwerks Entertainment, Inc. and Daytona International Speedway, LLC d/b/a Daytona USA (purchaser). 10. Materials regarding purchase order #10, Iwerks Simulator – Dreamland Amusement Park Company: Dream Park Project – Phase II – 6th of October City (for a Turbo Tour Theater 870/7kW – 2D/3D, 50 seat expandable to 100 seats to Dream Park Project – Phase II). 11. Agreement dated June, 1999 between Dreamland Amusement Park Company and Iwerks Entertainment, Inc. 12. Simulation film availability list dated August 1998. 13. Materials relating to Dunbartonshire Enterprise Loch Lomond Project for a 2D 870 12KW Large Format Theater dated March 30, 1999 14. Letter from Eugenides Foundation dated June 29, 1999 regarding a Stand by Letter of Credit and Letter of Credit. 15. Agreement dated October 26, 1998 between Iwerks Entertainment, Inc. and Eugenides Foundation. 16. Agreement dated December 31, 1999 between Iwerks Entertainment, Inc. and Foton Edutainment. 17. Agreement dated March 31, 2000 between Iwerks Entertainment, Inc. and Liseberg AB. 18. Agreement between Iwerks Entertainment, Inc. and Minolta Planetarium Co., Ltd. for an Iwerks 870 12kW Dome Theatre w/o Elevator, Minolta Lens or Dome (undated). 19. Agreement dated June 30, 1999 between Iwerks Entertainment Inc. and NAI International IL Inc. (Sucursal) for a 15kW 3D 8/70-35 mm Multi-Format Theatre System. 20. Summary of changes made to agreement with National Amusements Inc. dated
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- August 18, 1999.
21. Agreement dated June 30, 1999 between Iwerks Entertainment Inc. and NAI International Inc.
 22. Agreement dated November 1, 2000 between Iwerks Entertainment Inc. and Canadian Niagara Hotels, Inc. for a 36 Seat, 3D Turbo Tour Theatre, 5/70 Projection.
 23. Agreement dated November 1, 2000 between Iwerks Entertainment Inc. and Canadian Niagara Hotels, Inc. for a 4D Special Effects Package for 36 Seat, 3D Turbo Theatre.
 24. Agreement dated June 26, 1999 between Iwerks Entertainment Inc. and National Taiwan Science Education Centre for Iwerks TurboRide 3D - 100 seats, 8/70 Projection.
 25. Agreement dated December 17, 1997 between Iwerks Entertainment Inc. and Omniplex Science Museum for Iwerks 1570 15 kW Dome Theatre System.
 26. Agreement dated August 14, 2000 between Iwerks Entertainment Inc. and Paramount Parks for four total 3D Projection Retrofit Systems as per the contract documents at each of the following locations:
 - a. King's Island, 6300 Kings Island Drive, Kings Island, Ohio 45034
 - b. Great America, 2401 Agnew Road, Santa Clara, CA 95054-1201
 - c. King's Dominion, 16000 Theme Park Way, Doswell, VA 23047
 - d. Carwinds, 14524 Carowinds Blvd., Charlotte, NC 28271
 27. Agreement dated January 1, 1999 between Iwerks Entertainment, Inc. and San Diego Natural History Museum.
 28. Form of agreement dated June, 1998 between Scottish & Newcastle plc and Iwerks Entertainment, Inc.
 29. Agreement dated June 19, 1998 between Iwerks Entertainment, Inc. and Scottish & Newcastle plc for a 48 Seat Transporter 870 Theatre System with Reel to Reel and 14.4 Minute Continuous Loop Film Storage.
 30. Agreement dated September 22, 2000 between Iwerks Entertainment, Inc. and Shanghai Scientific Instruments & Materials Co., Ltd.
 31. Agreement dated June 26, 2000 between Iwerks Entertainment, Inc. and Evans & Sutherland Computer Corp. for an Iwerks 870 10kW Dome Theatre System.
 32. Agreement dated October 24, 1997 between Iwerks Entertainment, Inc. and M.C. srl for a 200 Seat 870 Cinedrome Theatre with Linear Loop Projection.
 33. Film availability list dated November 1996.
 34. Agreement dated August 6, 1999 between Iwerks Entertainment, Inc. and Kansas City Museum (?) Association dba Science City at Union Station for an Iwerks Turbo Ride 2D 8-seat electric motion base and high resolution video projection system.
 35. Agreement dated January 17, 2001 between Iwerks Entertainment, Inc. and West Edmonton Mall Property Inc. for one total 3D projection upgrade utilizing two linear loop projectors.
 36. Agreement dated February 16, 2000 between Iwerks Entertainment, Inc. and Perfect Stranger Enterprises, Pty., Ltd. for a 16-seat TurboRide with 3D high-definition digital projection and 4D special effects.

Not
Specified

1. Current Film Distribution Agreement dated March 13, 2001 for Iwerks Entertainment, Inc.
2. Letter dated January 12, 1999 regarding the material terms and conditions of an agreement between Iwerks Entertainment, Inc. and nWave Pictures, N.V. pursuant to which Iwerks agrees to provide partial financing for the production of several versions of the large format and three-dimensional (stereoscopic) motion pictures and nWave licenses certain distribution rights to Iwerks.
3. Settlement Agreement and Mutual Release dated January 31, 2001 between nWave Pictures, N.V. and Iwerks Entertainment, Inc. (Iwerks and nWave entered into an agreement for the production and distribution of ride films, attraction films, and large format films produced by nWave. In the spring of 2000, nWave launched a lawsuit against Iwerks and Iwerks agrees to pay nWave \$100,000 for the release of its obligations).
4. Agreement dated May 15, 1994 between Twentieth Century Fox Licensing and Merchandising and Iwerks Studios for the use of certain of the elements of the "Aliens" trilogy and associated Merchandising License Agreement.
5. Letter agreement dated February 16, 1996 between Iwerks Entertainment, Inc. and Paramount Parks Inc. pursuant to which Paramount licenses to Iwerks certain distribution rights relating to "Days of Thunder".
6. Letter agreement dated May 5, 1997 between Iwerks Entertainment, Inc. and Ex Machina relating to the computer graphic simulation film entitled "Dino Island II".
7. Letter agreement dated February 17, 1998 between Iwerks Entertainment, Inc. and nWave Pictures, n.v. pursuant to which nWave licenses certain distribution rights in connection with "Encounter in the Third Dimension" and "Journey Through the Center of the Earth".
8. Letter agreement dated August 11, 1993 regarding contract between Iwerks Entertainment and Midland Productions for "Escape to Planet Earth" (contract not attached).
9. Description of work dated April, 1989 between Iwerks Entertainment, Inc. and Midland Productions, Inc. to create a "Space Adventure Film" to be shown in the Iwerks Turbo Tour Theatre.
10. Letter dated September 23, 1996 between Iwerks Entertainment, Inc. and New Wave International in connection with the distribution of the simulation film entitled "Glacier Run".
11. Distribution License Agreement dated October 12, 1992 between Iwerks Entertainment, Inc. and Busch Entertainment Corporation for the distribution rights to 3D live action film entitled "Haunts of the Old Country".
12. Letter agreement dated May 13, 1998 between Iwerks Entertainment, Inc. and Busch Entertainment Corporation acknowledging the delay in executing the agreement referred to above and clarifying the terms a Distribution License Agreement dated January 15, 1998.
13. Film Production Agreement dated October 12, 1992 between Iwerks

- Entertainment, Inc. and Busch Entertainment Corporation.
14. Draft agreement dated August 17, 1992 between Iwerks Entertainment and Keith Melton relating to the picture "Haunts of the Olde Country" whereby Melton agrees to direct the picture.
 15. Agreement dated June 21, 1999 between Omni Films International, Inc. and SCVS Production for the purpose of producing and distributing a 35mm optical sound with dolby stereo and supply an original negative suitable for enlargement in s-perf 70mm film with 6 channel sound, entitled House Busters (expires June, 1997).
 16. Agreement executed September, 1997 between Iwerks Entertainment, Inc. and New Wave International for the production and distribution of "Kid Coaster".
 17. Letter agreement dated May 19, 2000 between Iwerks Entertainment and Landmark Entertainment Group, regarding Iwerks distributing Landmark's "James Bond - License to Thrill" simulation film.
 18. Letter agreement dated September, 1996 between Iwerks Entertainment, Inc. and Ex Machina relating to the 3D simulation film project entitled "Mad Racers" and related Distribution Agreement.
 19. Distribution Agreement dated July 23, 1999 between Iwerks Entertainment, Inc. and Casting Office, Inc. pursuant to which Casting is licensing to Iwerks certain distribution rights relating to "Meteor Attack".
 20. License Agreement for Motion Control Programming dated June 3, 1999 between Iwerks Entertainment, Inc. and Casting Office, Inc.
 21. 1999-2000 Lease Agreement standard terms and conditions for Iwerks Entertainment, Inc.
 22. Production and Distribution Agreements, both dated October 15, 1993 between Talent Factory and Omni Films International, Inc. regarding the collaboration of the parties with respect to the production of a new simulator "thrill ride" film tentatively entitled (i) "Moon Tree Rescue Mission", and (ii) "Ocean Jungle".
 23. Letter agreement dated February 20, 1998 between T & M Productions, Inc. f/s/o Leslie Nielson and Iwerks Entertainment, Inc. relating to the 3D motion picture "Pirates".
 24. Distribution License Agreement dated January 15, 1998 between Iwerks Entertainment, Inc. and Busch Entertainment Corporation for the license of distribution rights to 14 3D live action film "Pirates".
 25. Letter agreement dated April 24, 1998 between Iwerks Entertainment, Inc. and Together, Inc. f/s/o Rodney Dangerfield relating to the 3D motion picture "Pirates" (handwritten note indicates that the contract is unsigned because Dangerfield dropped out on July 27, 1999).
 26. Letter agreement dated October 1, 1995 between Iwerks Entertainment, Inc. and New Wave Entertainment, Inc. pursuant to which New Wave is licensing to Iwerks certain distribution rights in connection with a picture (the name of which is blocked out).
 27. Agreement between Orion Pictures Corporation and Iwerks Entertainment dated August 31, 1992 regarding ROBOCOP (and amendments thereto).
 28. Royalties "quick sheet" dated June 30, 1996 between Iwerks Entertainment, Inc. and Togo, Japan, Inc. for ROBOCOP beginning March 29, 1993 to

"continuous".

29. Letter agreement dated March 29, 1993 between Togo Japan, Inc. and Iwerks Entertainment, Inc. with respect to the film "Robocop - The Ride".
30. Distribution Agreement dated July 9, (year not specified) between Iwerks Entertainment, Inc and Midland Production Corp. pursuant to which Midland licenses to Iwerks certain distribution rights relating to "Haunted Highway".
31. Letter agreement dated February 22, 1996 between Iwerks Entertainment, Inc. and New Wave Entertainment relating to the production and distribution of "Secrets of the Lost Temple".
32. Distribution Agreement dated August 28 between Iwerks Entertainment, Inc. and Midland & Fox, L.P. pursuant to which Midland licenses to Iwerks certain distribution rights relating to "Smash Factory".
33. Letter dated December 12, 1994 from Iwerks Entertainment to Asami Electric Corporation proposing to continue agreement regarding "Mustang Flyers", "SnoMotion" and "River Runners" for six additional months.
34. Joint Film Agreement dated July 14, 1992 between Omni Films International, Inc. and Asami Electric Corporation.
35. Letter agreement dated September 4, 1991 regarding agreement between Lisebergsparken, A.B. and Ridewerks (expires October 31, 1997).
36. Distribution Agreement dated March 24, 2000 between Iwerks Entertainment, Inc. and Deepworks, Ltd. regarding "Star Warriors".
37. Letter agreement dated April 3, 1997 between Iwerks Entertainment, Inc. and Ex Machina relating to the computer graphic simulation film and pre-show project entitled "Stealth".
38. Merchandise License Agreement dated September 29, 1997 between CBS Enterprises and Iwerks Entertainment regarding certain merchandising rights the Licensor owns in the television series "Pensacola: Wings of Gold".
39. License and Distribution Agreement dated October 4, 1996 between Iwerks Entertainment, Inc. and Openwheel Productions, Inc. regarding "Indy Car".
40. Agreement executed on September 9, 1997 between Iwerks Entertainment, Inc. and New Wave International regarding the computer generated ride film "Superstition, the ride" (term is three years and is extendable for one additional year).
41. Agreement dated May 12, 2000 between Iwerks Entertainment, Inc. and Stan Lee Media, Inc., Blur Studios and Paramount Parks, pursuant to which certain distribution rights to "7th Portal: Escape to Darkmoor" are licensed.
42. Distribution agreement dated July 18, 1994 between Iwerks Studios, Inc. and Ex Machina, S.A. (expires December 31, 1994 but contains an option to extend for an additional period of nine years).
43. Distribution Agreement dated November 17, 2000 between Iwerks Entertainment, Inc. and Sky High Entertainment, Inc. pursuant to which certain distribution rights to "Ultimate G's" are licensed. (term is five years after the date of release of "Ultimate G's" (no later than April 1, 2001) and will be renewed automatically for additional five year terms).
44. Distribution agreement dated December 22, 2000 between Iwerks Entertainment, Inc. and Zeron Digital Media Group pursuant to which Zeron

grants certain distribution rights to the simulation films entitled "Warrior of the Dawn" and "Welcome to Toy World".

45. Distribution Agreement dated March 4, 1996 (although contents of documents suggest it is dated November 7 w/o a year) between Iwerks Entertainment, Inc. and The Dollywood Company pursuant to which The Dollywood Company licenses certain distribution rights to "Thunder Road" (expires March 4, 2006).
46. Distribution Agreement dated July 1, 1999 between Discovery Communications, Inc. and Iwerks Entertainment, Inc. for "Wings: The Thrill of Flight" and "Wildfire: The Ride" (expires June 30, 2009).

Not
Specified

1. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated February 8, 2000 between Iwerks Entertainment Inc. and Amtrust Holdings, Inc. (expired March 21, 2001).
2. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated January 22, 2001 between Iwerks Entertainment Inc. and Blue Green Industries Corporation (expires March 31, 2002).
3. License Agreement (Deal Memorandum) dated May 1, 2000 between Iwerks Entertainment Inc. and Beeceater (Niagara) Limited. (expires May 10, 2001)
4. Software License Agreement dated 1999 between Iwerks Entertainment, Inc. and Beijing China National Features Grand Garden Blue Ocean Co., Ltd (one year term).
5. License Agreement (Deal Memorandum) dated September 13, 1999 between Iwerks Entertainment Inc. and Beijing TTL Illusive Exploring Theatre Co., Ltd. (expires April 30, 2000).
6. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated March 7, 2000 between Iwerks Entertainment Inc. and Blue Green Industries Corporation (expired March 31, 2001).
7. License Agreement (Deal Memorandum) dated March 23, 2000 between Iwerks Entertainment Inc. and Blue Green Industries Corporation (expired March 31, 2001).
8. License Agreement (Deal Memorandum) dated March 23, 1998 between Iwerks Entertainment Inc. and Boomtown Hotel & Casino, Inc. (expired March 31, 2001).
9. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated October 26, 1999 between Iwerks Entertainment Inc. and Borough of Coleraine (expires March 31, 2003) and letter agreement dated April 27, 2000 amending the License Agreement.
10. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated September 8, 2000 between Iwerks Entertainment Inc. and Camp Snoopy/ Minntertainment (expires December 31, 2002).
11. License Agreement (Deal Memorandum) For Film and Motion Control Programming dated December 10, 2000 between Iwerks Entertainment Inc. and China Chang Tai Amusement Co., Ltd. (expires December 9, 2002).
12. Agreement written in Chinese.
13. Letter agreement dated January 12, 2000 amending License Agreement (Deal Memorandum) between Iwerks and China Chang Tai Amusement Co. Ltd. for the China Fujian Chang Tai Amusement Co. TurboRide Theatre.
14. International Large Format Picture License Agreement dated August 22, 2000 between Iwerks Entertainment, Inc. and Cinema Entertainment Corporation (expired January 6, 2001).
15. Letter agreement dated August 8, 2000 between Iwerks Entertainment, Inc. and COSI Columbus amending International Large Format Picture License Agreement between the parties dated June 21, 2000.

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16. International Large Format Picture License Agreement dated February 2, 2001 between Iwerks Entertainment, Inc. and The City of Jackson Mississippi, for the benefit of its Russell C. Davis Planetarium's McNair Space Theater (expires April 4, 2001).
17. License Agreement (Deal Memorandum) dated January 20, 1999 between Iwerks Entertainment, Inc. and Dolfinarium Harderwijk (expires January 31, 2001).
18. License Agreement (Deal Memorandum) dated December 9, 1998 between Iwerks Entertainment, Inc. and Dolfinarium Harderwijk (expires January 31, 2002).
19. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated February 6, 2001 between Iwerks Entertainment, Inc. and Drayton Manor Park, Ltd. (expires March 30, 2002).
20. License Agreement (Deal Memorandum) dated March 28, 2000 between Iwerks Entertainment, Inc. and Drayton Manor Park, Ltd. (expires March 28, 2001).
21. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated March 1, 2000 between Iwerks Entertainment, Inc. and Dream Makers Co. Ltd. (expires March 12, 2001).
22. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated May 25, 2000 between Iwerks Entertainment, Inc. and Dream Makers Co. Ltd. (expires July 6, 2001).
23. Program Software License Agreement dated June, 1999 between Iwerks Entertainment, Inc. and Dreamland Amusement Park Company (term is one or two years from the grand opening of the theater (specific date not specified)).
24. License Agreement (Deal Memorandum) dated January 25, 2000 between Iwerks Entertainment, Inc. and Exploration Film (expires March 16, 2002) and letter agreement dated February 23, 2001 setting out amendments thereto.
25. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated January 25, 2000 between Iwerks Entertainment, Inc. and Exploration Film (expires March 16, 2002).
26. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated January 25, 2000 between Iwerks Entertainment, Inc. and Exploration Film (expires February 25, 2002).
27. License Agreement (Deal Memorandum) dated March 6, 1998 between Iwerks Entertainment, Inc. and Exploration Place (expires February 26, 2000).
28. License Agreement for Film and Motion Control Programming dated May 1, 2000 between Iwerks Entertainment, Inc. and Foton Edutainment (expires August 31, 2001).
29. Short Form License and Technical Assistance Agreement dated January 7, 2000 between Cinetropolis, Incorporated, Iwerks Entertainment, Inc. the Mashantucket Pequot Tribal Nation through the Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino.
30. License Agreement (Deal Memorandum) dated March 5, 1999 between Iwerks Entertainment, Inc. and Freizeit-und Familienpark GmpH & Co. (expires March 31, 2002).
31. License Agreement (Deal Memorandum) for Film and Motion Control

- Programming dated October 12, 2000 between Iwerks Entertainment, Inc. and Gardaland S.p.A. (expires December 31, 2002).
32. International Large Format Picture License Agreement dated February 22, 2001 between Iwerks Entertainment, Inc. and Super Screen at Jordan Commons (expires August 22, 2001).
 33. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated June 22, 2000 between Iwerks Entertainment, Inc. John Codonas Holiday Inc. Ltd. (expires September 30, 2002).
 34. License Agreement (Deal Memorandum) dated January 6, 1998 between Iwerks Entertainment, Inc. and Jim Pattison USA, Inc. (expired December 31, 2000).
 35. Letter dated July 22, 1999 to Jordan's Furniture regarding extension of License Agreement dated November 24, 1997.
 36. License Agreement (Deal Memorandum) between Iwerks Entertainment, Inc. and Jordan's Furniture dated November 24, 1997 (expires June 29, 1998).
 37. License Agreement (Deal Memorandum) between Iwerks Entertainment, Inc. and Knott's Camp Society dated February 19, 1997 (expires December 31, 2000).
 38. International Large Format Picture License Agreement dated December 21, 1999 between Iwerks Entertainment, Inc. and Kreativum i Blekinge AB (expired November 14, 2000).
 39. Program Software License Agreement dated August 1, 1995 between Iwerks Entertainment, Inc. and Leisure Complexes, Inc. (expired November 1, 2000).
 40. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated November 27, 2000 between Iwerks Entertainment, Inc. and Linnanmäki (expires January 14, 2003).
 41. International Large Format Picture License Agreement dated November 9, 2000 between Iwerks Entertainment, Inc. and Liseberg AB (expires October 18, 2004).
 42. International Large Format Picture License Agreement dated November 30, 2000 between Iwerks Entertainment, Inc. and Liseberg AB (expires May 30, 2001).
 43. License Agreement (Deal Memorandum) dated January 26, 1999 between Iwerks Entertainment, Inc. and Liseberg AB (expires March 31, 2001).
 44. License Agreement (Deal Memorandum) dated March 23, 1998 between Iwerks Entertainment, Inc. and Louisiana I Gaming L.P. (expires June 30, 2001).
 45. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated February 14, 2001 between Iwerks Entertainment, Inc. and Megabox Cineplex (expires May 15, 2002).
 46. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated September 28, 2000 between Iwerks Entertainment, Inc. and Markeman Development Co., Ltd. (expires April 6, 2003).
 47. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated December 18, 1999 between Iwerks Entertainment, Inc. and Markeman Development Co., Ltd. (expires one year after the date of acceptance (specific date not provided)).
 48. License Agreement (Deal Memorandum) dated December 4, 1998 between

- Iwerks Entertainment, Inc. and Mirabilandia (expired December 31, 1999).
49. License Agreement (Deal Memorandum) dated March 23, 1998 between Iwerks Entertainment, Inc. and Mississippi I Gaming, L.P. (expired March 31, 2001).
 50. License Agreement (Deal Memorandum) dated December 2, 1998 between Iwerks Entertainment Inc. and Movie Riders, Ltd. (expired December 31, 2000).
 51. Letter dated December 2, 1998 to Iwerks Entertainment, Inc. regarding settlement agreement between Iwerks and Movie Rider.
 52. License Agreement (Deal Memorandum) dated May 26, 2000 between Iwerks Entertainment, Inc. and National Museum of Natural Science (expires July 14, 2001).
 53. International Large Format Picture License Agreement dated April 14, 2000 between Iwerks Entertainment, Inc. and North American Museum of Ancient Life (expired October 22, 2000).
 54. License Agreement (Deal Memorandum) dated November 23, 1999 between Iwerks Entertainment, Inc. and Nu Metro Theatres/ Monex Leisure (expired December 16, 2000).
 55. License Agreement (Deal Memorandum) dated December 17, 1999 between Iwerks Entertainment, Inc. and nWave Pictures (expired February 1, 2001).
 56. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated September 11, 2000 between Iwerks Entertainment, Inc. and Ocean Park Corporation (expires June 19, 2001).
 57. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 26, 1999 between Iwerks Entertainment, Inc. and Ocean Park Corporation (expired December 19, 2000).
 58. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated December 21, 1999 between Iwerks Entertainment, Inc. and Ogden Entertainment Group (expired January 31, 2001).
 59. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated December 22, 1999 between Iwerks Entertainment, Inc. and P.T. Pembangunan Jaya Ancol (expired December 22, 1999).
 60. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated December 6, 1999 between Iwerks Entertainment, Inc. and Paramount Canada's Wonderland (expired December 30, 2000).
 61. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated January 18, 2001 between Iwerks Entertainment, Inc. and Parque Isla Magica S.A. (expires May 31, 2003).
 62. Service Agreement dated January 18, 2001 between Iwerks Entertainment, Inc. and Parque Isla Magica S.A. pursuant to which Iwerks will perform certain maintenance and repair services with respect to the Theater System (expires February 1, 2003).
 63. License Agreement dated May 1, 2000 between Iwerks Entertainment, Inc. and Parque Isla Magica S.A. (expired December 1, 2000) and fax dated May 8, 2000 describing amendments thereto.
 64. License Agreement dated May 12, 1999 between Iwerks Entertainment, Inc. and Parque Tematico Playcenter S.A. (expires (expired?) one year after the date of acceptance (May 13, 2000?)).

65. License Agreement dated July 19, 1999 between Iwerks Entertainment, Inc. and Parque Temático Playcenter S.A. (expires (expired?) one year after the date of acceptance (July 19, 2000?)).
66. License Agreement dated February 17, 2000 between Iwerks Entertainment, Inc. and Perfect Stranger Enterprises, Pty., Ltd. (expires (expired?) three years after the date of acceptance (February 17, 2003?)).
67. License Agreement (Deal Memorandum) dated December 4, 1998 between Iwerks Entertainment, Inc. and Phantasialand (expired December 31, 2000).
68. Annual Film License Agreement dated June 20, 1998 between Iwerks Entertainment, Inc. and Playcastle Betriebs GmbH. (expired February 29, 2000).
69. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated August 11, 1999 between Iwerks Entertainment, Inc. and PlayStar Corp (expired August 31, 2000).
70. Program Software License Agreement dated September 2, 1998 between Iwerks Entertainment, Inc. and Premier Parks, Inc. (expires February 29, 2002).
71. Program Software License Agreement dated January 15, 1999 between Iwerks Entertainment, Inc. and Premier Parks, Inc. d/b/a Six Flags Great America (expires March 31, 2002).
72. Software License Agreement dated August 24, 1998 between Iwerks Entertainment, Inc. and Qinghao (China) Haier Museum (expires August 4, 2000).
73. License Agreements (Deal Memorandum) for Film and Motion Control Programming all dated November 20, 2000 between Iwerks Entertainment, Inc. and Rainbow's End (expired November 30, 2001) for "Alpha One Cowboy", and "Fantastic Flights".
74. Program Software License Agreement dated March 21, 1997 between Iwerks Entertainment, Inc. and Regal Cinemas, Inc. (expires (expired?) three years after the Installation Completion Date)).
75. Program Software License Agreement dated April 10, 1997 between Iwerks Entertainment, Inc. and Regal Cinemas, Inc. (expires (expired?) three years after the Installation Completion Date)).
76. Program Software License Agreements, both dated October 15, 1997 between Iwerks Entertainment, Inc. and Regal Cinemas, Inc. (expires (expired?) three years after the Installation Completion Date)).
77. License Agreements (Deal Memorandum) for Film and Motion Control Programming dated April 30, 1999 between Iwerks Entertainment, Inc. and Regal Cinemas, Inc. (expires February 28, 2002).
78. License Agreement (Deal Memorandum) dated November 13, 1998 between Iwerks Entertainment, Inc. and Ripley Entertainment Inc. (term is described as "continuing into perpetuity").
79. License Agreement (Deal Memorandum) dated April 20, 2000 between Iwerks Entertainment, Inc. and Royal Cultural Associated Corporation (expires April 23, 2001).
80. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 27, 1999 between Iwerks Entertainment, Inc. and Royal Cultural Associated Corporation (expired January 31, 2001).

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81. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated January 21, 2000 between Iwerks Entertainment, Inc. and Royal Garden Entertainment, Ltd. (expired January 31, 2001).
82. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated November 29, 2000 between Iwerks Entertainment, Inc. and Royal Cultural Associated Corporation (expires July 30, 2001).
83. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 18, 2000 between Iwerks Entertainment, Inc. and Royal Garden Entertainment, Ltd. (expires January 31, 2002).
84. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated June 24, 1999 between Iwerks Entertainment, Inc. and Science City at Union Station (expires two years after the date of acceptance (specific date not provided)).
85. International Large Format Picture License Agreement dated April 12, 2000 between Iwerks Entertainment, Inc. and Science Museum of Western Virginia (expired February 1, 2000).
86. Film License Agreement dated June 1998 between Iwerks Entertainment, Inc. and Scottish & Newcastle plc. (expired sometime between July 11, 2000 and November 11, 2000).
87. License Agreement (Deal Memorandum) dated March 17, 1999 between Iwerks Entertainment, Inc. and Sea World Enterprises, A Partnership (expires September 19, 2003).
88. License Agreement (Deal Memorandum) dated June 22, 1998 between Iwerks Entertainment, Inc. and Sega Enterprises (Australia) Pty. Ltd. (expires July 14, 1999).
89. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated February 8, 2000 between Iwerks Entertainment, Inc. and New Garden Hotel Co., Ltd. (expired June 19, 2000).
90. Software License Agreement dated March 5, 1999 between Iwerks Entertainment, Inc. and Shenzhen OCT Happy Valley Tourism Development Co. Ltd. (expires five years after the date of acceptance (specific date not provided)).
91. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 6, 2000 between Iwerks Entertainment, Inc. and Singapore Discovery Centre Limited (expires July 31, 2001).
92. License Agreement (Deal Memorandum) dated April 20, 2000 between Iwerks Entertainment, Inc. and Singapore Discovery Centre Limited (expires June 19, 2001).
93. License Agreement (Deal Memorandum) dated April 7, 1999 between Iwerks Entertainment, Inc. and Singapore Discovery Centre Limited (expired November 22, 2000).
94. License Agreement (Deal Memorandum) for Film dated April 21, 2000 between Iwerks Entertainment, Inc. and Singapore Discovery Centre Limited (expired October 31, 2000).
95. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 30, 2000 between Iwerks Entertainment, Inc. and

- Spirit of Ford (expired March 1, 2001).
96. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 6, 2000 between Iwerks Entertainment, Inc. and Singapore Discovery Centre Limited (expires July 31, 2001).
 97. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated February 10, 2000 between Iwerks Entertainment, Inc. and Six Flags Theme Parks, Inc. (expires March 2, 2002).
 98. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated April 10, 2000 between Iwerks Entertainment, Inc. and Six Flags Marine World, a division of Premier Parks, Inc. (expires April 30, 2002).
 99. License Agreement (Deal Memorandum) dated March 3, 1998 between Iwerks Entertainment, Inc. and Societe du parc del Iles/ La Ronde (expires May 13, 2001).
 100. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated October 6, 1999 between Iwerks Entertainment, Inc. and Star City Star Parks (expired February 15, 2000).
 101. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated June 24, 1999 between Iwerks Entertainment, Inc. and Science City at Union Station (expires two years after the date of acceptance (specific date not provided)).
 102. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated November 10, 1999 between Iwerks Entertainment, Inc. and Tatilya Turizan Isletnicilik ve Ticaret A.S. (expired December 15, 2000).
 103. License Agreement (Deal Memorandum) dated November 4, 1998 between Iwerks Entertainment, Inc. and Thorpe Park, a division of Tussauds Limited (expires February 28, 2002).
 104. International Large Format Picture License Agreement dated October 20, 2000 between Iwerks Entertainment, Inc. and UGC Cine Cite Strasbourg (expires October 20, 2001).
 105. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated September 22, 2000 between Iwerks Entertainment, Inc. and West Edmonton Mall Property (expires January 22, 2002).
 106. License Agreement for "James Bond - License to Thrill" dated September 5, 2000 between Iwerks Entertainment, Inc. and West Edmonton Mall (term is as provided in the Access Agreement (not provided)).
 107. International Large Format Picture License Agreement dated April 13, 2000 between Iwerks Entertainment, Inc. and Warner Village Cinemas (expired October 1, 2000).
 108. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated December 14, 1999 between Iwerks Entertainment, Inc. and West Edmonton Mall Property (expired January 21, 2001).
 109. License Agreement (Deal Memorandum) dated March 10, 2000 between Iwerks Entertainment, Inc. and World In Miniature (expired March 13, 2001).
 110. License Agreement (Deal Memorandum) for Film and Motion Control Programming dated May 12, 2000 between Iwerks Entertainment, Inc. and Xebex, Inc. (expires July 24, 2001).

5.5.3	<ol style="list-style-type: none">1. Joint Venture Agreement dated April, 1996 between Iwerks Entertainment, Inc. and Dave and Buster's Inc: (expired March 31, 2001).2. Amended and Restated Limited Partnership Agreement dated February, 1992 (originally dated August 1, 1991), between Sea Lion Entertainment, Inc. and Iwerks Discovery Theatre San Francisco and amendment thereto (expires December 31, 2012).
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ANNEX 7

NOTICE AND PRINCIPAL ADDRESS FOR THE PLEDGOR:

Iwerks Entertainment, Inc.
4520 West Valerio Street
Burbank, California
91505-1046

OTHER OFFICES OF THE PLEDGOR:

NONE

NOTICE AND PRINCIPAL ADDRESS FOR THE LENDER:

National Bank of Canada
481 University Avenue
Suite 500
Toronto, Ontario
M5G 2E9

Attention: Kevan Churchman
Tel: (416) 864-7754
Fax: (416) 864-7888

ANNEX 8

LIST OF LOCATIONS OF ALL ASSETS INCLUDING EQUIPMENT

All assets of the Pledgor are located at the following address:

4520 West Valerio Street
Burbank, California 91505

4535 West Valerio Street
Burbank, California 91505

Pier 39
Space M-1
San Francisco, California 94133

Orange Mills Iwerks Theater
20 City Drive West.
Building G, Suite 1
Orange, CA 92868
Phone (714) 769-1515

Dave & Buster's Ontario
4821 Mills Circle
Ontario, CA 91764
Phone (909) 987-1557

Dave & Busters (Irvine)
71 Fortune Drive , Suite 960
Irvine, CA 92618
Phone (949) 727-0555

Dave & Busters Bethesda
White Flint Mall
11301 Rockville pike
N. Bethesda, MD 20895
Phone (301) 230-5151

Dave & Busters Iwerks Theater
Palisades Cntr. 4th floor
4661 Palisades Center Drive
West Nyack, NY 10994
Phone (845) 353-1555

Dave & Buster's Inc.
325 N. Columbus Blvd.,
Philadelphia, PA 19106
Phone (215) 413-1951

Reuben H. Fleet Space Theatre & Science Center
1875 El Prado
San Diego, CA
92163-3303

ANNEX 9
EQUIPMENT

See Attached

IWERKS ENTERTAINMENT, INC.
Property, Plant and Equipment and Accumulated Depreciation Detail

	Cost 04/30/02	Accum Depr. 04/30/02	NBV 04/30/02
2000-10100			
VEHICLES	\$ 49,820	\$ 49,049	\$ 771
2005-10100			
OFFICE EQUIPMENT	2,156,150	2,114,223	41,927
2010-10100			
MODELS	24,265	24,265	0
FORKLIFT	46,693	46,693	(0)
OTHER EQUIPMENT	1,149,556	1,011,606	137,950
TEST EQUIPMENT	184,027	184,027	0
	<u>1,404,541</u>	<u>1,266,591</u>	<u>137,950</u>
2015-10100			
Reactor #2	251,378	12,568	238,810
2020-10100			
870 CAMERA	1,144,519	1,010,638	133,881
1570 CAMERA	1,389,330	370,489	1,018,841
EDIT BAY	150,171	123,345	26,826
8825 MAGAZINE	267,915	267,915	0
U/W HOUSING	23,993	23,993	0
800 MM LENS	11,069	11,069	0
VIDEO 360 CAMERA RIG	113,943	113,943	0
CAMERA 360	393,843	393,843	(0)
PRODUCTION EQUIPMENT	351,461	198,628	152,833
MOT. CTRL. PROG. STATION	50,754	50,754	0
OMNI FILM EQUIP	163,796	163,747	49
	<u>4,060,795</u>	<u>2,728,364</u>	<u>1,332,431</u>
2025-10100			
TURBO TOUR THEATRE - R & S	426,718	411,420	15,298
VIDEO 360	656,993	656,993	0
VIRTUAL REALITY	78,185	78,185	(0)
VIRTUAL ADVENTURES	830,288	830,288	(0)
TURBO TOUR DEMO THEATRE	242,592	242,592	(0)
SIGGRAPH YA SYSTEM	23,130	23,130	(0)
DEMO THEATRE (OMNI)	105,059	105,059	0
MOTION MASTER & TRANSPORTER	126,387	126,387	(0)
1570 SCREENING ROOM	557,203	495,044	62,159
PORTABLE TRADE SHOW BOOTH	29,817	29,817	0
870 DEMO THEATER	306,410	306,410	0
3-D SIMULATION THEATER	137,836	137,836	0
PIER 39 THEATER	197,951	77,529	120,422
PIER 39 THEATER-TICKET SYSTEM	15,500	0	15,500
	<u>3,734,068</u>	<u>3,520,690</u>	<u>213,379</u>
2035-10100			
FURNITURE & FIXTURES	262,908	262,851	57
2040-10100			
LEASEHOLD IMPROVEMENTS	1,593,605	1,520,664	72,941
2045-10100			
CONSTRUCTION IN PROGRESS	<u>0</u>	<u>0</u>	<u>0</u>
Total PP&E and Accumulated Depreciation	<u>\$ 13,513,264</u>	<u>\$ 11,475,000</u>	<u>\$ 2,038,265</u>

ANNEX 10

ASSIGNMENT OF INTELLECTUAL PROPERTY

Nil

ANNEX 11

Acknowledgement of Iwerks Entertainment, Inc.

Reference is made to the Security Agreement dated as of April ___, 2002 by Iwerks Entertainment, Inc., as the Pledgor, in favor of the National Bank of Canada, as the Lender (the "Security Agreement"). Capitalized terms used in this Acknowledgement without definition have the meanings ascribed to them in the Security Agreement.

[LLC], a [jurisdiction] Limited Liability Company, hereby acknowledges, consents and approves as complying with the provisions of the Limited Liability Company Agreement, (a) the grant by the Pledgor to the Lender of a security interest in the Pledgor's LLC Interest, (b) the assignment of the LLC Interest (including transfer as status as a "member") to the Lender following the occurrence of an Event of Default (subject to the provisions of the Pledge Agreement), and (c) any further assignment of the LLC Interest (including such membership status) by the Lender in realization upon the LLC Collateral. The undersigned has marked its register of LLC Interest Holders to reflect such grant.

[LLC] hereby further acknowledges, consents and agrees that immediately following receipt by it from the Lender of a Default Notice, all Distributions made in respect of the LLC Interest shall be payable to the Lender and all LLC Economic Rights and LLC Management Rights pertaining to the LLC Interest shall vest with the Lender. In furtherance thereof, to the extent Iwerks Entertainment, Inc. advances funds to the undersigned, the undersigned agrees to issue notes to evidence same and consents to the endorsement over to Lender of such notes as Collateral. After a Default Notice, the undersigned agrees to make all payments thereunder to Lender. Additionally, the undersigned agrees to comply with the restrictions in, and not take any of the actions described in Section 5.4(a)(iii) of the Security Agreement without the prior written consent of Lender. Additionally, [LLC] hereby acknowledges the powers-of-attorney contained in Section 5.10 of the Security Agreement, and agrees to honour same to the fullest extent permitted by law.

DATED the ___ day of ●, 2002.

[LLC]
a [jurisdiction] Limited Liability Company

By: IWERKS ENTERTAINMENT, INC.,

a Delaware corporation, one of its members

By: _____
Name:
Title:

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