

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cypress Entertainment Group, L.P.	Spyglass Entertainment Group, L.P.	10/02/2003	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spyglass Entertainment Group, LLC		
<b>Street Address:</b>	10900 Wilshire Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75901775	SPYGLASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)451-4220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	dsegal@gibsondunn.com		
<b>Correspondent Name:</b>	David A. Segal		
<b>Address Line 1:</b>	4 Park Plaza, Jamboree Center		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	89554-00004		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is entered into and effective as of October 2, 2003 (the "**Effective Date**"), by and between Cypress Entertainment Group, L.P. (formerly Spyglass Entertainment Group, L.P.), a Delaware limited partnership ("**Assignor**"), and Spyglass Entertainment Group, LLC, a Delaware limited liability company ("**Assignee**").

### 1.0 Background.

1.1 Subject to the terms and conditions of this Agreement and that certain Asset Purchase Agreement, dated as of October 1, 2003, between Spyglass Entertainment Group, L.P. and R&G Company, LLC, Assignor wishes to assign the Trademark (as that term is defined below) to Assignee.

### 2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark application set forth in Exhibit A attached hereto, and all goodwill associated therewith (the "**Trademark**"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

### 3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

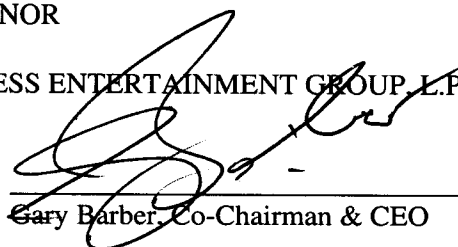
3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

CYPRESS ENTERTAINMENT GROUP, L.P.

By:

  
\_\_\_\_\_  
Gary Barber, Co-Chairman & CEO

Date: October 2, 2003

**Exhibit A**  
**Trademarks**

United States  
Mark  
SPYGLASS

Serial Number  
75/901,775

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