

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucasfilm Ltd.		09/01/1997	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Lucas Licensing Ltd.
Street Address:	5858 Lucas Valley Road
City:	Nicasio
State/Country:	CALIFORNIA
Postal Code:	94946
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1308002	R2-D2

CORRESPONDENCE DATA	
Fax Number:	(415)217-5910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415.434.1600
Email:	LDwight@howardrice.com
Correspondent Name:	Carole F. Barrett
Address Line 1:	Three Embarcadero Center, 7th Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER:	40051.18
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NAME OF SUBMITTER:	Leila M. Dwight, Trademark Administrator
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Total Attachments: 6 source=scan0001#page1.tif source=scan0002#page1.tif source=scan0003#page1.tif source=scan0004#page1.tif source=scan0005#page1.tif

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**CAPITAL CONTRIBUTION
AND
ASSIGNMENT AGREEMENT**

BETWEEN

LUCASFILM LTD.

AND

**LUCAS HOLDINGS, INC.
(hereafter to become Lucas Licensing Ltd.)**

Dated as of September 1, 1997

CAPITAL CONTRIBUTION AND ASSIGNMENT AGREEMENT
dated as of September 1, 1997, between LUCASFILM LTD., a California corporation (the "Assignor"), and LUCAS HOLDINGS, INC. (hereafter to become LUCAS Licensing Ltd.), a California corporation (the "Assignee").

WHEREAS, pursuant to a Capital Contribution Agreement, dated the date hereof, between Assignor and Assignee (the "Capital Contribution Agreement"), Assignor has agreed, among other things, to contribute to Assignee certain intellectual property assets used or usable in the conduct of the Transferred Business Segments (as defined in the Capital Contribution Agreement);

WHEREAS, Assignor and Assignee wish to set forth the terms pursuant to which Assignor will assign to Assignee, as more fully described herein, the right to prepare derivative works based on certain copyrights of the Assignor; and

WHEREAS, Assignor and Assignee wish to set forth the terms pursuant to which Assignor will assign to Assignee, as more fully described herein, certain trademarks, service marks, trade names and logos of the Assignor and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration and the mutual terms and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

SECTION 1.01 Assignment of Copyrights. Assignor hereby contributes to the capital of Assignee and transfers, assigns, sets over and otherwise conveys to Assignee all of Assignor's worldwide right, title and interest in and to the right to prepare derivative works based upon the STAR WARS Property (as defined below), which derivative works for purposes herein shall only include works prepared solely in connection with Assignee Activities (as defined below) (collectively, the "Assignee Copyright Rights"). For purposes of this Agreement, "Star Wars Property" and "Assignee Activities" shall have the respective meanings set forth on Schedule 1 attached hereto, or as the parties may otherwise agree in writing from time to time, and this Agreement shall be deemed amended accordingly.

SECTION 1.02 Ownership. Assignee hereby acknowledges that other than the Assignee Copyright Rights assigned pursuant to this Agreement, all other right, title and interest in, to and under the STAR WARS Property is the exclusive property of the Assignor.

ARTICLE II

SECTION 2.01 Assignment of Trademarks. Assignor hereby contributes to the capital of Assignee and transfers, assigns, sets over and otherwise conveys to Assignee such right, title and interest of Assignor in and to (i) such now existing or hereafter created trademarks, service marks, trade names and logos, which are included in or based upon the STAR WARS Property, (ii) all related recordations, registrations and applications related thereto worldwide and (iii) the goodwill associated with the business conducted under such trademarks, service marks, trade names and logos including all claims and rights associated thereunder and including the right to bring and maintain actions for past, present and future infringement, in each case to the extent required by Assignee or its licensees in the exercise of the Assignee Activities (the "Assignee Marks"), provided that with respect to any pending application for a trademark or service mark based on an intent to use such trademark or service mark, Assignee hereby represents that it has a bona fide intention to use such trademark and service mark in commerce on or in connection with the goods or services identified with such trademark or service mark.

SECTION 2.02 Assignment Conditions. The parties agree that in the event that the consummation of the transaction contemplated by Section 2.01 of this Agreement in any jurisdiction (a) will (i) adversely affect the validity of the Assignee Marks or (ii) impair the right to prevent unauthorized third parties from using the Assignee Marks, or (b) will require Assignor to transfer to Assignee any trademarks, service marks, tradenames and logos which are not necessary or desirable for Assignee to conduct Assignee Activities, but which, in order to effectuate the transfer of the Assignee Marks from Assignor to Assignee, are required by any law or regulation of any jurisdiction to be transferred (or if the parties mutually agree should be transferred), together with those trademarks, service marks, tradenames and logos transferred to Assignee hereunder, Assignor shall contribute, transfer, assign, set over and otherwise convey to Assignee only such right, title and interest of Assignor in and to such trademarks, service marks, trade names and logos in such jurisdiction(s) necessary to consummate the transaction contemplated by this Agreement, subject to Section 6.02 herein.

ARTICLE III

SECTION 3.01 Assignment of License Agreements. Assignor hereby contributes to the capital of Assignee, and transfers, assigns, sets over and otherwise conveys to Assignee all of Assignor's worldwide right, title and interest in and to license agreements relating to the Assignee Copyright Rights and the Assignee Marks assigned hereby, including, but not limited to, those license agreements set forth on Schedule 2 attached hereto (the "License Agreements") for use solely in connection

SENT BY: [REDACTED]

with Assignee Activities. All receivables as of August 31, 1997 relating to the Transferred Business Segments and derived from those "License Agreements" (as defined in the Assignment Agreement) including, without limitation, those items set forth in Schedule A to the General Assignment dated as of even date herewith regarding the subject matter hereof.

ARTICLE IV

SECTION 4.01 Costs and Expenses. Assignor shall bear the reasonable costs and expenses associated with the assignment of the Assignee Copyright Rights, the Assignee Marks and the License Agreements from Assignor to Assignee pursuant to Section 1.01, Section 2.01, Section 2.02 and Section 3.01 of this Agreement, respectively. Such costs and expenses shall include, but are not limited to, recording fees, any government fees or taxes imposed by virtue of the transaction, the cost of recording the registered user's agreements or licenses and all reasonable attorney's fees incurred by any party to effect such transfer.

ARTICLE V

SECTION 5.01 Assignment of Future Creation. Assignee hereby agrees that it shall provide in all license agreements with all third parties relating to the STAR WARS Property that all original titles, designs, character names and likenesses, dialogue, music and sound effects, words, symbols, logographics, photographs, artwork, visual representations of the props, costumes, sets, special effects and any other original creative elements that do not exist in the Pictures (as defined in Schedule 1 attached hereto) but which are based on and derived from the Pictures and created or acquired by any third party in the exercise of Assignee Copyright Rights pursuant to such license agreements shall be assigned, contributed, transferred or conveyed to Assignee or its designee(s). Assignee hereby agrees that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, immediately upon the Assignee becoming an owner in any jurisdiction throughout the entire world of any newly created copyright or trademark, service mark, trade name or logo, based on or created in the exercise of the Assignee Copyright Rights including, without limitation, through creation by Assignee, or through an assignment, contribution, transfer or conveyance to Assignee by a third party, Assignee shall execute an assignment agreement, in form and substance satisfactory to Assignor, to contribute, transfer, assign, set over and otherwise convey to Assignor (i) any and all such copyright, provided, however, that Assignee shall retain, solely to the extent of Assignee's rights to same in accordance with Assignee Activities, such right, title and interest in and to the Assignee Copyright Rights based on any such copyright and (ii) any and all such newly created trademark, service mark, trade name or logo as may be required by Assignee or its licensees in the exercise of the Assignee Activities.

ARTICLE VI

SECTION 6.01 Term. The term of this Agreement begins as of the effective date hereof and continues in perpetuity.

SECTION 6.02 Further Assurances. From and after the date of this Agreement, upon the reasonable request of either party to this Agreement, the other party shall execute, acknowledge and deliver all such further deeds, assignments, transfers, acts, assurances, conveyances and other instruments and papers (each a "Further Act") as may be necessary or appropriate to carry out the transactions contemplated by this Agreement, including, but not limited to, the transactions contemplated in Section 2.02 herein. Furthermore, the parties hereby agree that to the extent any trademarks, service marks, trade names or logos not necessary or desirable for Assignee to conduct Assignee Activities, or are necessary or desirable for Assignor to conduct Assignor's business activities, are transferred to Assignee pursuant to Section 2.02(b) herein, Assignee shall take all necessary Further Acts, including filing new individual applications covering the Assignee Marks, to enable Assignee to contribute, transfer, assign, set over and otherwise convey to Assignor all such other trademarks, service marks, tradenames and logos as are necessary or desirable to permit Assignor to conduct its business. Other than costs and expenses set forth in Section 4.01 herein, the party requesting such Further Acts, including filing new individual applications covering the Assignee Marks, shall bear the reasonable costs and expenses of compliance with this Section 6.02.

SECTION 6.03 Integration; Amendments. This Agreement supersedes all prior oral or written understandings and agreements relating thereto, and may not be modified, discharged or terminated except by a written instrument signed by the parties hereto.

SECTION 6.04 Waivers. No failure or delay on the part of any party in exercising any power, right or remedy under this Agreement shall operate as a waiver hereof or thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

SECTION 6.05 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given on the day if delivered in person or sent by facsimile and the appropriate answer back or confirmation of successful transmission is received, on the fourth succeeding business day if sent by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to Licensing, to:

Lucas Holdings, Inc.
(hereafter to become Lucas Licensing Ltd.)
5858 Lucas Valley Road
Nicasio, CA 94946
Attention: Business Affairs
Telecopier: 415-662-2439

(ii) if to Lucasfilm, to:

Lucasfilm Ltd.
5858 Lucas Valley Road
Nicasio, CA 94946
Attention: Gordon Radley
Telecopier: 415-662-2439

SECTION 6.06 Headings and Cross-References. The various headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to Section names or numbers are to such Sections of this Agreement.

SECTION 6.07 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6.08 No Joint Ventures. Nothing herein contained shall be construed to constitute the parties hereto as partners, joint venturers or agents of the other, and no party shall have any power to obligate or bind any other in any manner whatsoever.

SECTION 6.09 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed wholly within such State, and the copyright laws and the trademark laws of the United States, as applicable. The parties hereby consent to the jurisdiction of the state and federal courts of general jurisdiction situated in San Francisco or Marin Counties, California, for the resolution of all disputes arising out of or relating to this Agreement, and the parties hereby waive any and all defenses of improper venue or that the forum is inconvenient.