

**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>
Magnolia Pictures Company		10/23/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magnolia Pictures LLC		
<b>Street Address:</b>	1614 West 5th Street		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78703		
<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>	
Registration Number:	2919326	MAGNOLIA PICTURES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2300 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>Signature:</b>	/wsb/		
<b>Date:</b>	06/30/2005		

**CH \$40.00 2919326**

Total Attachments: 3

**900027514**

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## CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of October 23, 2003, by and between Magnolia Pictures Company, a Delaware corporation ("Assignor"), and Magnolia Pictures LLC, a Delaware limited liability company and wholly owned subsidiary of Assignor ("Assignee").

WHEREAS, pursuant to that certain Limited Liability Company Agreement, dated as of October 23, 2003 (the "LLC Agreement"), Assignor has agreed to contribute to Assignee all of the assets of Assignor, all upon and subject to the terms set forth or referred therein;

NOW, THEREFORE, in consideration of the foregoing and the mutual warranties, representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. All capitalized terms used herein, unless otherwise defined, shall have the respective meanings ascribed thereto in the LLC Agreement.
2. Assignor hereby contributes, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby takes assignment and delivery of all of the assets set forth on Exhibit A attached hereto. Notwithstanding anything in the preceding sentence to the contrary, this Agreement does not constitute an agreement to assign any contract or permit or any claim or right or any benefit or obligation thereunder or resulting therefrom if an assignment thereof, without the consent of a third party thereto, would constitute a breach or violation thereof and if such consent is not obtained at or prior to the date hereof.
3. The Assignee hereby assumes the obligations set forth on Exhibit B attached hereto.
4. Notwithstanding anything in this Agreement to the contrary, except as specifically set forth in Section 3, neither Assignee nor any of its affiliates hereby assumes or shall otherwise become liable in respect of, or shall be deemed to have assumed or otherwise become liable in respect of, any debt, claim, guarantee, obligation or other liability of Assignor whatsoever, whether accrued or contingent, known or unknown (the "Excluded Obligations"). Assignor hereby agrees to pay when due or otherwise discharge the Excluded Obligations.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of laws rules that may require the application of the laws of any other jurisdiction.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be original and all of which together shall be deemed to be one and the same instrument.


[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed in this instrument, or have caused this Assignment and Assumption Agreement to be executed on their behalf, as of the day and year first above written.

**MAGNOLIA PICTURES COMPANY**

By:   
William S. Banowsky, Jr., CEO

**MAGNOLIA PICTURES LLC**

By: Magnolia Pictures Company,  
Its Sole Member  
By:   
William S. Banowsky, Jr., CEO