

*MPD*  
*8/13/05*

11-01-2005



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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hubbard Media Group, LLC		09/17/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	American Multi-Cinema, Inc.
<b>Street Address:</b>	920 Main Street
<b>City:</b>	Kansas City
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64105
<b>Entity Type:</b>	CORPORATION: MISSOURI

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	76410942	MOVIEWATCH NETWORK
Serial Number:	76410939	MOVIEWATCH NETWORK
Serial Number:	76407041	MOVIEWATCH TV
Serial Number:	76407039	MOVIEWATCH TELEVISION
Serial Number:	76259282	MOVIEWATCH DAILIES
Serial Number:	76246166	MOVIEWATCH
Serial Number:	76246158	MOVIEWATCH
Serial Number:	76131328	MOVIEWATCH
Serial Number:	76069859	MOVIEWATCH
Serial Number:	76018245	MOVIE WATCH
Serial Number:	76244029	MOVIEWATCH MOVIESMART
Serial Number:	76244028	MOVIEWATCH MOVIESMART

**CORRESPONDENCE DATA**

CH \$315.00 76410942

Fax Number: (816)292-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 816-292-2000  
Email: gkraal@lathropegage.com  
Correspondent Name: Gerald M. Kraai  
Address Line 1: 2345 Grand Boulevard, Suite 2800  
Address Line 4: Kansas City, MISSOURI 64108-2684

NAME OF SUBMITTER:	Gerald M. Kraai
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Signature:	/Gerald M. Kraai/
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Date:	08/12/2005
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**Total Attachments: 4**

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**Intellectual Property  
Assignment Agreement**

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Assignment is made by and between **Hubbard Media Group LLC**, a Delaware corporation, of 3415 University Avenue, St. Paul, MN 55114 and any other entities under common ownership or control therewith ("Hubbard") in favor and for the benefit of **American Multi-Cinema, Inc.**, a Missouri corporation, of 920 Main Street, Kansas City, Missouri 64105 ("AMC"),

WHEREAS, Hubbard filed for federal trademark registrations for numerous trademarks having the term MOVIEWATCH as listed in *Exhibit A* attached hereto (the "MovieWatch Trademarks") and secured domain names that included the same MOVIEWATCH term as listed in *Exhibit B* attached hereto (the "MovieWatch domain names") (collectively the MovieWatch Trademarks and MovieWatch domain names will be termed "Intellectual Property" for purposes of this agreement);

WHEREAS, AMC instituted proceedings to oppose the registration of the MovieWatch trademarks (the "Proceedings"); and

WHEREAS Hubbard and AMC have agreed to settle the Proceedings as outlined in a September 17, 2004 Settlement Letter signed by both parties,

Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Assignment of Intellectual Property.** Hubbard hereby assigns and delivers to AMC all of the MovieWatch trademark applications (listed on Exhibit A) and domain names (listed on Exhibit B), together with all common-law rights therein and goodwill associated therewith, and all corresponding applications for trademark registration and any trademark registrations that are or may be granted therefrom, whether in the United States or any other country or jurisdiction.
2. **Warranty of Ownership.** Hubbard represents and warrants that it owns the Intellectual Property and has the right to sell, transfer and assign it to AMC, and that it is transferred free and clear from all encumbrances.
3. **Retention of Certain Rights.** Hubbard shall retain the right to apply for and receive federal trademark registrations for MOVIESMART in international classes 16 and 41 and DAILIES in international class 41 and AMC shall neither oppose nor contest the registration of these marks. This Agreement shall not be related to or in any way concern the individual trademarks MOVIESMART or DAILIES.
4. **Further Assurances.** Hubbard will execute and deliver to AMC such documents and instruments of transfer that AMC or its counsel reasonably requests to vest in AMC all of Hubbard's right, title and interest in and to the Intellectual Property and otherwise to carry out effectively the purpose and intent of this Assignment. Without limiting the generality of the foregoing, Hubbard will execute all documents or web-based authorizations necessary to effectuate the transfer of domain names with the appropriate registrar.

**Intellectual Property  
Assignment Agreement**

5. **Headings; Interpretation.** The descriptive headings contained in this Agreement exist for convenience only, do not constitute a substantive part of this Agreement and will not affect in any way the meaning or interpretation of this Agreement.

6. **Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed under, Missouri law, without giving effect to any choice of law or conflict of law rules or provisions (whether of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Missouri.

7. **Consent to Jurisdiction.** All disputes arising under this Agreement are to be adjudicated in the state and federal courts of Missouri. AMC and Hubbard irrevocably submit to the jurisdiction of the state and federal courts of Missouri for the purpose of any suit, action or other proceeding arising out of or based on the Assignment or their subject matter.

8. **Counterparts.** The parties may execute this Agreement simultaneously in two or more counterparts (including facsimile copies), any one of which need not contain the signatures of more than one party, but all the counterparts taken together will constitute one and the same Agreement.

Intending to be legally bound, the parties have executed this Agreement as of the date first above written.


AMC:

AMERICAN MULTI-CINEMA,  
INC.

By: *Karen A. Gilmore*  
Name: *Karen A. Gilmore*  
Title: *Vice President, Legal*

HUBBARD:

HUBBARD MEDIA GROUP LLC

By:   
Name: Stanley E. Hubbard  
Title: President

**Intellectual Property  
Assignment Agreement****EXHIBIT A**

<b>MovieWatch Trademarks</b>	<b>Serial No.</b>	<b>Class</b>
MOVIE WATCH NETWORK (Amended to MOVIE WATCH)	76/018,245	41
MOVIEWATCH	76/069,859	41
MOVIEWATCH and Design	76/131,328	41
MOVIEWATCH	76/246,166	16
MOVIEWATCH and Design	76/246,158	16
MOVIEWATCH MOVIESMART	76/244,028	41
MOVIEWATCH MOVIESMART	76/244,029	16
MOVIEWATCH DAILIES	76/253,282	41
MOVIEWATCH NETWORK	76/410,939	41
MOVIEWATCH NETWORK	76/410,942	16
MOVIEWATCH TV	76/104,041	41
MOVIEWATCH TV	76,407,040	16
MOVIEWATCH TELEVISION	76/407,039	41
MOVIEWATCH TELEVISION	76/407,038	16

**Intellectual Property  
Assignment Agreement**

**EXHIBIT B**

<b>DOMAIN NAME</b>	<b>REGISTRANT</b>	<b>CREATED/EXPIRED</b>	<b>ACCESSIBLE</b>
Moviewatch.com	Hubbard Broadcasting	Record created 08-15-1997 Record expires 08-14-2005	Y
Moviewatch.org	Hubbard Media Group	Record created 06-05-2002 Record expires 06-08-2005	Y
Moviewatchtv.com	Hubbard Media Group	Record created 06-08-2000 Record expires 06-08-2005	Y
Moviewatch tv.net	Not listed		Y
Moviewatchtv.org	Not listed		Y
Moviewatchdailies.com	Hubbard Media Group	Record created 06-04-2001 Record expires 06-04-2005	Y
Moviewatchonline.com	Hubbard Media Group	Record created 06-08-2000 Record expires 06-08-2005	Y
Moviewatchnetwork.com	Hubbard Media Group	Record created 03-30-2000 Record expires 03-30-2005	Y