

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harvey Weinstein		12/31/2005	INDIVIDUAL:
Robert Weinstein		12/31/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	The Weinstein Company LLC
Street Address:	375 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78605186	THE WEINSTEIN COMPANY
Serial Number:	78605196	THE WEINSTEIN COMPANY
Serial Number:	78605211	THE WEINSTEIN COMPANY
Serial Number:	78605221	THE WEINSTEIN COMPANY
Serial Number:	78605250	THE WEINSTEIN COMPANY
Serial Number:	78605262	THE WEINSTEIN COMPANY
Serial Number:	78605268	THE WEINSTEIN COMPANY
Serial Number:	78605273	THE WEINSTEIN COMPANY

CORRESPONDENCE DATA

Fax Number: (212)492-0239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-373-3239
 Email: cmeredithgoujon@paulweiss.com
 Correspondent Name: Claudine Meredith-Goujon

CH \$215.00 78605186

Address Line 1: c/o Paul, Weiss, 1325 6th Ave.
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17391-003
NAME OF SUBMITTER:	Claudine Meredith-Goujon
Signature:	/Claudine Meredith-Goujon/
Date:	01/18/2006

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, dated December 31, 2005, between Harvey Weinstein and Robert Weinstein (collectively, "Assignors"), and THE WEINSTEIN COMPANY LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Trademark License Agreement dated June 30, 2005 (the "Trademark License");

WHEREAS, Assignors agreed to assign all of their right, title and interest in and to the THE WEINSTEIN COMPANY (the "Mark") to Assignee if no Name Change (as defined in the Trademark License) occurred prior to the date hereof; and

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all of Assignors' right, title and interest in the Mark, including, without limitation, the applications for the Mark set forth on Schedule 1 attached hereto.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Mark. Upon the terms and subject to the conditions set forth in this Agreement, Assignors hereby irrevocably transfer, convey, deliver and assign to Assignee all of their right, title and interest in the Mark and variations thereof, including without limitation, the applications set forth on Schedule 1 attached hereto, and any common law rights relating to the Mark, together with the goodwill of the business connected with the use of the Mark, and the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to the Mark or such represented goodwill.

2. Personal Right to Use Name. It is understood and agreed that nothing contained in this Agreement, or the assignment set forth in Section 1, shall be deemed to prohibit Assignors from using their surname (i.e., "Weinstein") in the conduct of their personal affairs and business, including, without limitation, in connection with the receipt of credits related to the provision of producing or other services for entertainment projects. Notwithstanding the foregoing, neither of the parties comprising Assignor shall (a) use his surname as a trademark or service mark in the Entertainment Business; (b) file any applications for a trademark or service mark in the Entertainment Business identical or confusingly similar to the Mark; or (c) use his surname in commerce in the Entertainment Business in a manner which would lead to a likelihood of confusion with Assignee's use of the Mark, or in a manner that could reasonably be expected to tarnish, dilute or weaken the Mark. Solely by way of clarification, and not in limitation of the foregoing, Assignors agree not to describe themselves in the conduct of

their personal business, or in connection with any permissible personal projects, as “the Weinstens,” “the Weinstein Brothers” or identify the source of any entertainment product as a “Weinstein production.” Nothing in this Agreement shall prohibit Assignors from using their surname in trademarks, service marks or tradenames in areas outside of the Entertainment Business. The “Entertainment Business” shall mean the businesses of establishing, acquiring, operating, promoting and developing film (including live-action and animated films) and other entertainment businesses, including television programming, cable television services, music, publishing (including print and electronic publishing), interactive entertainment and theater and other live entertainment and any related businesses including licensing and merchandising and the development, production or other exploitation of intellectual property rights.

3. No Challenge. Assignors shall not at any time affirmatively do, by act or omission, any thing which would in any way adversely affect Assignee’s legal title in the Mark or any registrations or applications for registration of the Mark. In particular, and without limitation, but by way of example, Assignors agree not to (i) challenge the validity of or oppose Assignee’s ownership of the Mark or any registrations or applications for registration of the Mark, or (ii) contest Assignee’s rights under this Agreement.

4. Continuing Cooperation; Further Assurances. Assignors agree to cooperate fully with Assignee, at Assignee’s sole cost and expense, in the protection and enforcement of the Mark and take such action as necessary for the protection of Assignee’s rights in and to the Mark. Assignors shall promptly notify Assignee in writing of any infringements, dilution, misappropriation, unauthorized uses of, or any other act of unfair competition involving the Mark, of which Assignors have actual knowledge. In addition, Assignors agree that, upon request by Assignee, they will, at any time and at Assignee’s sole cost and expense furnish all necessary documentation relating to, or supporting chain of title in, the Mark and to confirm Assignee’s ownership of all right, title and interest in the Mark and sign and deliver all papers and do all acts which may be reasonably necessary for vesting title to the Mark in Assignee or its successor or assigns.

5. Reversion of Rights.

(a) In the event that Assignee ceases to use the Mark, and any variation thereof, in its corporate name and in the corporate name of any Affiliate, and abandons use of the Mark, and any variation thereof, in connection with its business and the business of any Affiliate, the Assignee shall give written notice to Assignor (the “Notice Date”). Notwithstanding the assignment of rights set forth herein, on the date that is two years following the Notice Date, and provided that the Assignee shall not have used the Mark, or any variation thereof, as described in the preceding sentence during such two-year period (a “Reversion Event”), all rights assigned herein from Assignors to Assignee shall automatically revert back to Assignors and the restrictions on Assignors’ use of the Mark set forth in Section 2 hereof shall automatically terminate. It is understood

and agreed that the use of the Mark, or any variations thereof, in the production, presentation or "in association with" credits, as well as on the packaging, advertising, marketing materials or printed materials related thereto, of any Released Products (as defined below) after the Notice Date shall not be deemed "use" of the Mark, or any variations thereof, for purposes of this Section 5(a). The rights of reversion set forth in this Section 5 shall terminate on June 30, 2010.

(b) Upon the occurrence of a Reversion Event, Assignee shall have no further rights whatsoever to use the Mark and shall cease all use of the Mark, any term incorporating the Mark, and any term confusingly similar to the Mark and shall cause all of its Affiliates to do the same. Assignee shall, as soon as practicable, and in any event prior to release to the general public, remove, or cause the removal of, the Mark and any terms incorporating the Mark from any motion pictures, television programming or other entertainment property that is in production as of the date of a Reversion Event. Assignee shall also, within ninety (90) days of a Reversion Event, (i) deliver to Assignors, destroy or otherwise dispose of (as Assignors shall in their reasonable discretion direct) any materials in Assignee's possession that bear or incorporate the Mark, including without limitation, inventory, signs, and printed materials such as stationery and business cards; (ii) remove the Mark, any term incorporating the Mark and any term confusingly similar to the Mark, from any motion picture, television programming or other entertainment property that is in development as of the date of termination; (iii) transfer and assign to Assignors all of Assignee's right, title and interest in any trademark or service mark registrations or applications incorporating the Mark; and (iv) transfer to Assignors any and all domain names registered in the name of Assignee that embody or incorporate the Mark, except for such domain names that continue to be used by Assignee. In the event that Assignee ceases using any such domain names, such domain names shall be transferred to Assignors. All costs associated with transferring and assigning to Assignors any trademark or service mark registrations or applications incorporating the Mark shall be borne by Assignors. For purposes of this Agreement, a party shall be deemed to be an "Affiliate" of Assignee if Assignee and the persons controlling, controlled by or under common control with Assignee collectively have an aggregate profit share or interest in the equity of such party of not less than 50%.

(c) Notwithstanding the foregoing, Assignee shall retain the right after the occurrence of a Reversion Event to continue selling, licensing or distributing then-existing finished goods, including motion pictures that have already been publicly exhibited, television programming that has already been broadcast or aired, or other entertainment properties that have already been sold or otherwise made available to the public prior to the Notice Date (collectively referred to as "Released Products"), that bear or use the Mark, including in production, presentation or "in

association with” credits. Assignee shall retain the right to continue using any advertising, marketing materials, packaging or printed materials associated with Released Products that bear the Mark and were created and completed prior to the Notice Date. Assignee shall also have the right to use the Mark in connection with any further releases of the Released Products in any other media (e.g., home video) in the production, presentation or “in association with” credits as well as on packaging related thereto, provided that any such use of the Mark in connection with such further releases is, to the extent practicable, identical to the form and use of the Mark on the Released Products.

6. No Representations or Warranties. Except as expressly set forth herein, the parties hereby agree that the Mark is assigned to Assignee on an “as is, where is” basis. Assignors expressly disclaim any and all representations or warranties that the Mark is valid or enforceable, or that the use of the Mark in connection with any goods or services shall not infringe or otherwise violate the intellectual or proprietary rights of any third party. Notwithstanding the foregoing, Assignors represent and warrant that (a) except as set forth herein, they have not granted any person or entity any right, title or interest in the Mark; and (b) no action, suit, proceeding or challenge is pending or, to the Assignors’ knowledge, threatened, with respect to the Mark.

7. Indemnification. Assignors shall indemnify and hold Assignee and its employees and agents (collectively, the “Indemnified Parties”) harmless from and against any and all liability, claims, causes of action, suits, damages and expenses (including reasonable attorneys’ fees and expenses) for which the Indemnified Parties may become liable or may incur in any action or claim against the Indemnified Parties arising out of or relating to Assignors’ breach of Section 2, Section 3 or Section 4 of this Agreement.

8. Miscellaneous.

(a) Severability. If any provision or provisions of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions hereof shall be deemed severable and enforceable in accordance with their terms.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the (i) internal laws of the State of New York applicable to agreements made and to be performed wholly within such State (other than the conflict of laws principles of such State to the extent the application of the laws of another jurisdiction would be required thereby) and (ii) the federal trademark laws of the United States, as applicable.

(c) Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Nothing expressed or

mentioned in this Agreement is intended or shall be construed to give any person other than the parties hereto and their respective heirs, executors, administrators, successors and assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

(d) Modification. Except as otherwise provided herein, neither this Agreement nor any provision hereof may be modified, changed, discharged or terminated except by an instrument in writing signed by all of the parties hereto.

(e) Headings. The headings in the sections of this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any prior oral or written understandings between the parties relating to the subject matter hereof.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this
Trademark Assignment Agreement as of the date first set forth above.

By: 

Name: Harvey Weinstein

By: _____

Name: Robert Weinstein

THE WEINSTEIN COMPANY LLC

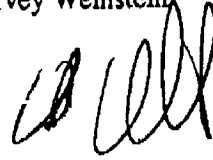
By: _____

Name: Larry Madden

Title: EVP and CFO

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment Agreement as of the date first set forth above.

By: _____
Name: Harvey Weinstein



By: _____
Name: Robert Weinstein

THE WEINSTEIN COMPANY LLC

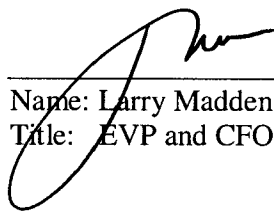
By: _____
Name: Larry Madden
Title: EVP and CFO

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment Agreement as of the date first set forth above.

By: _____
Name: Harvey Weinstein

By: _____
Name: Robert Weinstein

THE WEINSTEIN COMPANY LLC

By:  _____
Name: Larry Madden
Title: EVP and CFO

Schedule 1

Trademark Applications Pending in the United States Patent and Trademark Office

Mark	Serial Number	International Classification
THE WEINSTEIN COMPANY	78/605,186	009
THE WEINSTEIN COMPANY	78/605,196	041
THE WEINSTEIN COMPANY	78/605,211	016
THE WEINSTEIN COMPANY	78/605,221	035
THE WEINSTEIN COMPANY	78/605,250	038
THE WEINSTEIN COMPANY	78/605,262	025
THE WEINSTEIN COMPANY	78/605,268	028
THE WEINSTEIN COMPANY	78/605,273	042