

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Cliffhanger C.V.		12/31/2004	LIMITED PARTNERSHIP: NETHERLANDS

RECEIVING PARTY DATA

Name:	StudioCanal S.A.
Street Address:	5/13 Boulevard de la Republique
City:	Boulogne Billancourt
State/Country:	FRANCE
Postal Code:	92100
Entity Type:	societe anonyme: FRANCE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3003150	CLIFFHANGER

CORRESPONDENCE DATA

Fax Number: (212)310-1659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 626 4557
 Email: lisa.w.rosaya@bakernet.com,elizabeth.m.leasure@bakernet.com
 Correspondent Name: Lisa W. Rosaya
 Address Line 1: 1114 Avenue of the Americas
 Address Line 2: Baker & McKenzie LLP
 Address Line 4: New York, NEW YORK 10036-7703

ATTORNEY DOCKET NUMBER:	56183310-000006
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DOMESTIC REPRESENTATIVE

Name: Lisa W. Rosaya
 Address Line 1: 1114 Avenue of the Americas

CH \$40.00 3003150

Address Line 2: Baker & McKenzie LLP
Address Line 4: New York, NEW YORK 10036-7703

NAME OF SUBMITTER:	Lisa W. Rosaya
Signature:	/lwr/
Date:	02/16/2006

Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, from Cliffhanger C.V., a limited partnership established under the laws of The Netherlands having an address at c/o Clifford Chance Apollolaan 171 1077 AS Amsterdam Netherland ("Assignor") to StudioCanal S.A., a société anonyme established under the laws of France having an address at 5/13 Boulevard de la Republique, 92100 Boulogne Billancourt, France ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the trademark CLIFFHANGER, together with all registrations therefor listed on the "Schedule of Trademarks" attached hereto, together with the good will of the business associated therewith (the "Trademark");

WHEREAS, pursuant to a Plan and Agreement for Dissolution and Winding Up of Assignor, Assignor wishes to assign all its right, title and interest in and to the Trademark, together with the good will of the business associated therewith, to Assignee effective as of January 1, 2005;

NOW, THEREFORE, to All Whom It May Concern, be it known that effective as of January 1, 2005, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over, to Assignee, its successors and assigns forever, its entire right, title and interest in and to the Trademark, together with the good will of the business symbolized thereby, and all rights of action at law and in equity, including the right to sue and collect damages for the past, present or future infringement thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives forever, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the 31st day of December, 2004.

CLIFFHANGER C.V.

By: Cliffhanger Management B.V.

Its General Partner

By: 

Name: Richard J. Garzalli

Title: Managing Director

NYCDMS/983896.1

TRADEMARK
REEL: 003248 FRAME: 0806

SCHEDULE OF TRADEMARK REGISTRATIONS

Country	Registration Number	Mark	Class
Japan	3250781	CLIFFHANGER	28
Japan	3314825	CLIFFHANGER	9
South Korea	326688	CLIFFHANGER	9
South Korea	334338	CLIFFHANGER	28
Malaysia	94/06234	CLIFFHANGER	9
Malaysia	94/06235	CLIFFHANGER	28
Taiwan	694710	CLIFFHANGER	9
Taiwan	683181	CLIFFHANGER	28
United States	3003150	CLIFFHANGER	9

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