

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
Spyglass Entertainment Group, LLC		03/22/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Spyglass Entertainment Holdings, LLC		
Street Address:	10900 Wilshire Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2421290		
Registration Number:	2875155		
Registration Number:	2575904	SPYGLASS ENTERTAINMENT	
Registration Number:	2630845	SPYGLASS ENTERTAINMENT	
Registration Number:	2884642	SPYGLASS ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(310)282-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dgrace@loeb.com		
Correspondent Name:	David W. Grace c/o Loeb & Loeb LLP		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	207469-10003		

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NAME OF SUBMITTER:	David W. Grace
Signature:	/David W. Grace/
Date:	03/28/2007
Total Attachments: 2 source=SpyglassAssignment#page1.tif source=SpyglassAssignment#page2.tif	

SHORT FORM TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into and effective as of March 22, 2007 (the "Effective Date"), by and between Spyglass Entertainment Group, LLC, a Delaware limited liability company ("Assignor") and Spyglass Entertainment Holdings, LLC, a Delaware limited liability company ("Assignee").

1.0 Background.

1.1 Subject to the terms and conditions of this Agreement and that certain Master Contribution Agreement dated as of March 22, 2007, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, contributes, transfers and sets over unto Assignee its entire right, title and interest in, to and under the United States trademark registrations set forth in Exhibit A attached hereto, and all goodwill associated therewith (the "Trademarks"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 This Assignment shall be void and without effect if not recorded with the United States Patent and Trademark Office within three (3) months of the Effective Date.

2.3 Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

SPYGLASS ENTERTAINMENT GROUP, LLC

By: 

Cheryl Rodman, General Counsel

Date: March 22, 2007

Exhibit A

Trademarks

United States

Mark

Registration/Serial Number

MISCELLANEOUS DESIGN

2421290

MISCELLANEOUS DESIGN

2875155

SPYGLASS ENTERTAINMENT

2575904

SPYGLASS ENTERTAINMENT

2884642

SPYGLASS ENTERTAINMENT

2630845