

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMV Financial Inc.		11/06/2007	Security Interest: CANADA
RECEIVING PARTY DATA			
Name:	Frantic Films Corporation		
Street Address:	305 - 70 Arthur Street		
City:	Winnipeg, Manitoba		
State/Country:	CANADA		
Postal Code:	R3B 1G7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2816378	FRANTIC FILMS	
Registration Number:	2822435	FRANTIC FILMS	
Registration Number:	3221667	DEADLINE	
CORRESPONDENCE DATA			
Fax Number:	(612)331-2239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-331-1464		
Email:	michelle@nrslaw.com		
Correspondent Name:	Wayne A. Sivertson		
Address Line 1:	Suite 401, Broadway Place East		
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Address Line 4:	Minneapolis, MINNESOTA 55311		
ATTORNEY DOCKET NUMBER:	55822/3 FILES		

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DOMESTIC REPRESENTATIVE

Name: Wayne A. Sivertson
Address Line 1: Suite 401, Broadway Place East
Address Line 2: 3433 Broadway Street, N.E.
Address Line 4: Minneapolis, MINNESOTA 55413

NAME OF SUBMITTER:	Wayne A. Sivertson
Signature:	/WAS316/
Date:	12/06/2007

Total Attachments: 4
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CONSENT AND AUTHORIZATION

TO: FRANTIC FILMS CORPORATION ("FFC")

AND TO: FRANTIC FILMS SERVICES INC., FRANTIC FILMS VFX SERVICES INC., FRANTIC FILMS PACIFIC INC., FRANTIC FILMS USA INC., FRANTIC FILMS SOFTWARE INC. and FRANTIC FILMS AUSTRALIA PTY LTD. (collectively, the "VFX Subsidiaries")

AND TO: FRANTIC FILMS LIVE ACTION PRODUCTIONS INC. and FRANTIC FILMS COMMERCIAL PROJECTS INC. (collectively the "Excluded Subsidiaries")

AND TO: FILLMORE RILEY LLP

RE: Sale of all of the issued and outstanding shares of the VFX Subsidiaries (the "VFX Shares") by FFC to Prime Focus Limited (or to a company designated by Prime Focus Limited)

MMV Financial Inc. and MMV Finance Canada Inc. (collectively, "MMV") hereby consent to the above-mentioned sale of the VFX Shares by FFC and any pre-closing transactions which may be completed to transfer assets from FFC to any of the VFX Subsidiaries (not including, for greater certainty, any assets currently owned by any Excluded Subsidiary) and MMV hereby confirms that such sale and/or transfer by FFC shall not constitute a breach of the credit agreement dated July 18, 2006, entered into by MMV Financial Inc. and FFC (the "Credit Agreement"), which Credit Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc., nor of any of the security or other documents granted by FFC to MMV Financial Inc., which security and/or other documents have been assigned by MMV Financial Inc. to MMV Finance Canada Inc., nor any of the security or other documents granted by any of the VFX Subsidiaries or the Excluded Subsidiaries, in favour of MMV Financial Inc., which security and/or other documents have been assigned by MMV Financial Inc. to MMV Finance Canada Inc., pursuant to the Credit Agreement.

Effective upon completion of the Payout (as defined in the last paragraph of this Consent and Authorization) without any further action being required on the part of MMV or FFC, MMV irrevocably and unconditionally releases and discharges any mortgage, charge, lien, hypothecation, pledge, assignment, security interest and any other encumbrance of whatever nature or kind it may have in the VFX Shares or in any of the assets owned by FFC, the Excluded Subsidiaries or the VFX Subsidiaries (or any assets to be owned by the VFX Subsidiaries as a result of any pre-closing transactions which may be completed to transfer assets from FFC to any of the VFX Subsidiaries).

MMV hereby agrees and confirms that, effective upon completion of the Payout without any further action being required on the part of MMV or FFC, the Credit Agreement shall be terminated and at an end and of no further force or effect whatsoever and MMV releases and discharges FFC from all covenants, obligations and requirements thereunder.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV agrees and confirms that the following guarantees given by the applicable VFX Subsidiary or the applicable Excluded Subsidiary shall be terminated and at an end and of no further force or effect whatsoever and MMV releases and discharges the applicable VFX Subsidiary or the applicable Excluded Subsidiary from all covenants, obligations and requirements thereunder:

1. Guarantee dated July 18, 2006, given by Frantic Films VFX Services Inc. in favour of MMV Financial Inc., whereby Frantic Films VFX Services Inc. guaranteed all amounts owing by FFC pursuant to the Credit Agreement, which Guarantee has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.;

2. Guarantee dated July 18, 2006, given by Frantic Films Services Inc. in favour of MMV Financial Inc., whereby Frantic Films Services Inc. guaranteed all amounts owing by FFC pursuant to the Credit Agreement, which Guarantee has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.;
3. Guarantee dated July 18, 2006, given by Frantic Films Software Inc. in favour of MMV Financial Inc. whereby Frantic Films Software Inc. guaranteed all amounts owing by FFC pursuant to the Credit Agreement, which Guarantee has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.; and
4. Guarantee dated July 18, 2006, given by Frantic Films Live Action Productions Inc. in favour of MMV Financial Inc. whereby Frantic Films Live Action Productions Inc. guaranteed all amounts owing by FFC pursuant to the Credit Agreement, which Guarantee has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV agrees and confirms that the following general security agreements given by FFC, the applicable VFX Subsidiary and the applicable Excluded Subsidiary shall be terminated and at an end and of no further force or effect whatsoever and MMV releases and discharges FFC, the applicable VFX Subsidiary and the applicable Excluded Subsidiary from all covenants, obligations and requirements thereunder, including without limitation, any security interest granted by FFC, a VFX Subsidiary or an Excluded Subsidiary in its present and after-acquired personal property:

1. General Security Agreement dated July 18, 2006, given by FFC in favour of MMV Financial Inc., which General Security Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc
2. General Security Agreement dated July 18, 2006, given by Frantic Films VFX Services Inc. in favour of MMV Financial Inc., which General Security Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.;
3. General Security Agreement dated July 18, 2006, given by Frantic Films Services Inc. in favour of MMV Financial Inc., which General Security Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.;
4. General Security Agreement dated July 18, 2006, given by Frantic Films Software Inc. in favour of MMV Financial Inc, which General Security Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.; and
5. General Security Agreement dated July 18, 2006, given by Frantic Films Live Action Productions Inc. in favour of MMV Financial Inc, which General Security Agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV hereby authorizes Fillmore Riley LLP, or any agent of Fillmore Riley LLP, to file by way of electronic Discharge Statement, a discharge of any of its security interests in any of the assets of FFC, the VFX Subsidiaries and the Excluded Subsidiaries including, without limiting the generality of the foregoing, discharges of Manitoba Personal Property Security Registry Registration Nos. 200612073600, 200612074100, 200612072107, 200612074606 and 200612073200, and for doing so, this shall be your full and sufficient authority.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV agrees and confirms that the software source code escrow and security agreement dated July 18, 2006, between Fillmore Riley LLP, FFC, Frantic Films Software Inc. and MMV Financial Inc., which agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc., shall be terminated and at an end and of no further force or effect whatsoever and MMV releases and discharges the parties thereto from all covenants, obligations and requirements thereunder, and releases and discharges any security interest in the Deposited Materials (as defined in the software source code escrow and security agreement) granted to MMV by FFC and/or Frantic Films Software Inc. MMV hereby covenants and agrees, effective upon completion of the Payout without any further action being required

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on the part of MMV or FFC, to indemnify and save harmless Fillmore Riley LLP from any claims, demands, losses, damages, costs and expenses, suffered or claimed by MMV as a result of Fillmore Riley LLP releasing the Deposited Materials (as defined in the software source code escrow and security agreement) to Frantic Films Software Inc. in accordance with the Joint Direction signed MMV, FFC and Frantic Films Software Inc., which Joint Direction has been provided to Fillmore Riley LLP.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV irrevocably and unconditionally releases and discharges any mortgage, charge, lien, hypothecation, pledge, assignment, security interest and any other encumbrances of whatever nature or kind it may have in the following intellectual property:

- a. US Patent No. US 7,098,907 B2 dated August 29, 2006 (Method for Converting Explicitly Represented Geometric Surfaces into Accurate Level Sets);
- b. US Patent No. US 7,243,057 B2 dated July 10, 2007 (Method for Modeling Complex Occlusions in Fluid Simulations);
- c. Canadian Trademark Registration No. TMA 601,277 (Application No. 1,144,157) – FRANTIC FILMS - registered on February 3, 2004;
- d. Canadian Trademark Registration No. TMA 600,660 (Application No. 1,144,158) – FRANTIC FILMS DESIGN - registered on January 30, 2004;
- e. Canadian Trademark Registration No. TMA 673,295 (Application No. 1,271,786) – DEADLINE - registered on September 25, 2006;
- f. Canadian Trademark Registration No. TMA 673,816 (Application No. 1271785) – AMARETTO – registered on September 29, 2006;
- g. U.S. Trademark Registration No. 2,822,435 (Application No. 76/459,350) – FRANTIC FILMS - registered on March 16, 2004;
- h. U.S. Trademark Registration No. 2,816,378 (Application No. 76/459,024) – FRANTIC FILMS DESIGN - registered on February 24, 2004;
- i. U.S. Trademark Registration No. 3,221,667 (Application No. 78/723/447) – DEADLINE - registered on March 27, 2007;
- j. Europe Community Trademark No. 3819836 (Application No. 003819836) – FRANTIC FILMS – registered on April 29, 2004;
- k. Australia Trade Mark Registration No. 1034410 - FRANTIC FILMS registered on December 15, 2004; and
- l. Australia Trade Mark Registration No. 1034409 - FRANTIC FILMS DESIGN registered on December 15, 2004.

(collectively the “**Intellectual Property**”) and hereby authorizes Fillmore Riley LLP, or any agent of Fillmore Riley LLP, upon completion of the Payout without any further action being required on the part of MMV or FFC, to file a discharge of its security interests in the Intellectual Property which may be registered with the United States Patent and Trademark Office and/or Canadian Intellectual Property Office, and for doing so, this shall be your full and sufficient authority.

Effective upon completion of the Payout without any further action being required on the part of MMV or FFC, MMV agrees and confirms that the share pledge agreement dated July 18, 2006, executed by FFC in favour of MMV Financial Inc., which agreement has been assigned by MMV Financial Inc. to MMV Finance Canada Inc., pursuant to which FFC pledged to MMV Financial Inc. 100 Voting Common Shares of Frantic Films Commercial Projects Inc. (the “Pledged Shares”), is hereby terminated and at an end and of no further force or effect whatsoever and MMV shall release and discharge FFC from all covenants, obligations and requirements thereunder, and MMV releases and discharges any security interest which MMV may have in the Pledged Shares and MMV undertakes to deliver to FFC the original share certificate No. 1VC evidencing the Pledged Shares upon completion of the Payout.

MMV covenants and agrees, upon completion of the Payout without any further action being required on the part of MMV or FFC, to do all things and execute all documents

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and assurances as may be reasonably required in order to properly and validly effectuate this Consent and Authorization.

FFC and MMV hereby agree that the Payout shall consist of an irrevocable payment by FFC to MMV of all Outstanding Obligations under, and as defined in, the Credit Agreement (the "Payout"). FFC and MMV further agree that, as of November 8, 2007, the Outstanding Obligations shall equal USD\$1,637,798.40 (consisting of a principal amount of USD\$1,474,321.16, a Make-Whole Payment (as defined in the Credit Agreement) of USD\$158,813.14, and accrued interest of USD\$4,152.33). FFC and MMV further agree that, should the Payout not be completed on November 8, 2007, the amount of the Outstanding Obligations shall increase daily in the amount of USD\$519.04. FFC and MMV agree that this Consent and Authorization shall not affect the obligations of FFC or the rights of MMV under the Warrant issued to MMV dated as of July 18, 2006, as amended by the Warrant Amending Agreement dated as of October 19, 2007.

DATED this 6th day of November, 2007.

MMV FINANCIAL INC.

Per: R. Patterson
Name: Ron Patterson
Title: Executive Vice President

MMV FINANCE CANADA INC.

Per: R. Patterson
Name: Ron Patterson
Title: Secretary

FRANTIC FILMS CORPORATION

Per: [Signature]
Name: [Signature]
Authorized Signatory
Per: [Signature]
Name: [Signature]
Authorized Signatory