

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		LICENSE	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miramax Film NY, LLC		12/02/2010	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Disney LicenseCo, LLC		
<b>Street Address:</b>	500 South Buena Vista Street		
<b>City:</b>	Burbank		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91521-0599		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2757112	ISLAND OF LOST DREAMS	
Registration Number:	2713215	MIRAMAX	
Registration Number:	2423329	MIRAMAX	
Registration Number:	3552168	MIRAMAX RECORDS	
Registration Number:	2809645	SPY KIDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)443-2892		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 620-1780		
<b>Email:</b>	shwang@sheppardmullin.com		
<b>Correspondent Name:</b>	Susan Hwang		
<b>Address Line 1:</b>	333 South Hope Street, 43rd Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	01SA-153020		

CH \$140.00 2757112

**900178926**

**TRADEMARK  
 REEL: 004434 FRAME: 0565**

NAME OF SUBMITTER:	Susan Hwang
Signature:	/Susan Hwang/
Date:	12/15/2010
<b>Total Attachments: 3</b> source=Short-Form License (Miramax Marks) (Fully Executed)#page1.tif source=Short-Form License (Miramax Marks) (Fully Executed)#page2.tif source=Short-Form License (Miramax Marks) (Fully Executed)#page3.tif	

**SHORT-FORM LICENSE**  
**(Miramax Marks)**

This Short-Form License (this "**License**") is made December 2, 2010, by and between Miramax Film NY, LLC, a New York limited liability company ("**Miramax**"), on behalf of itself and its Subsidiaries, and Disney LicenseCo, LLC, a Delaware limited liability company ("**Disney LicenseCo**"), with respect to the following facts and circumstances:

WITNESSETH:

WHEREAS, this License is granted pursuant to that certain License Agreement (as amended to date, the "**License Agreement**") dated December 2, 2010 between Miramax and Disney LicenseCo (capitalized terms used herein without definition shall have the respective meanings assigned thereto in the License Agreement); and

WHEREAS, pursuant to the License Agreement, Miramax has granted the rights and licenses set forth herein to Disney LicenseCo, on the terms and subject to the conditions set forth in the License Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grant of License. Miramax, on behalf of itself and its Subsidiaries, except as expressly set forth herein or in the Merger Agreement or the Related Agreements, hereby grants Disney LicenseCo a worldwide, royalty-free, fully paid, irrevocable, sublicenseable right and license to use, display and exploit the trademarks identified in Schedule A attached hereto (the "**Miramax Marks**") for (x) purposes of enabling Disney LicenseCo and its Affiliates to fully perform and comply with their obligations and fully enjoy and exploit their rights under Section 5.12(a) of the Merger Agreement and Sections 1 and 2 of the License Agreement and to fully perform, comply with and enforce the terms of, and to fully manage, service and exercise all of their rights under, the Designated Agreements, the Miramax Affiliated AR, the Retained AR, the Disney Media Distribution Contracts and the Disney Home Entertainment Distribution Contracts during the terms thereof, (y) use by Disney LicenseCo and its Affiliates in the theme parks, cruise ships and related properties (including props, sets and costumes used therein) owned, operated, controlled or licensed by Disney or its Affiliates anywhere in the world, including Walt Disney World Resort in Orlando, Florida, Disneyland Resort in Anaheim, California, and the Disney "Magic," "Wonder" and "Dream" cruise ships, as and to the extent the Miramax Marks are used in such theme parks, cruise ships and related properties prior to the date of the Merger Agreement, and (z) use by Disney LicenseCo and its Affiliates on, and in connection with the development, pre-production, production, post-production, enhancements, finishing, delivery, distribution, exhibition, marketing, publicity and other exploitation of the motion picture "The Tempest," together with the goodwill associated with the Miramax Marks, but as to such goodwill solely to the extent of the uses permitted by the foregoing license.

2. Assigns. This License Agreement will be binding on Miramax and its respective legal representatives, successors and permitted assigns.

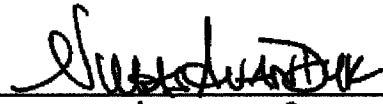
3. License Agreement. This License is made and shall be subject to the terms and conditions of the License Agreement.

4. Governing Law. This License shall be governed by and construed in accordance with the internal Laws of California.

5. Counterparts. This License Agreement may be executed in one or more counterparts and by facsimile transmission, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

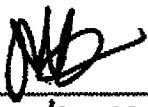
IN WITNESS WHEREOF, Miramax has caused this License Agreement to be duly executed as of the day and the year first above written.

MIRAMAX FILM NY, LLC, a New York  
limited liability company

By:   
Name: Nicolas van Dyk  
Title: Senior Vice President

ACCEPTED AND AGREED TO:

DISNEY LICENSECO, LLC,  
a Delaware limited liability company

By:   
Name: James M. Kapenstein  
Title: Vice President

SCHEDULE A

MIRAMAX MARKS

<u>Trademark</u>	<u>Appln. No.</u>	<u>File Date</u>	<u>Pub. Date</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Owner</u>	<u>Status</u>
ISLAND OF LOST DREAMS	78.952.889	10/31/2001	8/27/2002	2.757.112	8/28/2003	Miramax Film Corporation	Registered
Class: 41 Int.							
MIRAMAX	78.408.201	5/16/2002	2/11/2003	2.713.215	5/6/2003	Miramax Film Corp.	Registered
Class: 09 Int., 41 Int.							
MIRAMAX	78.806.475	1/31/2000		2.423.329	1/23/2001	Miramax Film Corp.	Registered
Class: 16 Int.							
MIRAMAX RECORDS	78.986.348	9/1/2006	9/4/2007	3.582.168	12/23/2008	Miramax Film Corp.	Registered
Class: 09 Int.							
SPY KIDS	78.848.178	11/10/1999	11/11/2003	2.808.845	2/3/2004	Miramax Film Corp.	Registered
Class: 09 Int.							