

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IP2 Entertainment, LLC		01/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Intrepid Pictures, LLC,		
Street Address:	1221 2nd Street, Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78868525	INTREPID PICTURES	
Serial Number:	78868073	INTREPID PICTURES	
CORRESPONDENCE DATA			
Fax Number:	6502130260		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas, Esq.		
Address Line 1:	1841 Page Mill Rd., Suite 200		
Address Line 2:	Manatt, Phelps & Phillips, LLP		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	46154-001(3131) RECORDAL		
NAME OF SUBMITTER:	Patricia Picou Green, Paralegal		

CH \$65.00 78868525

Signature:	/Patricia Picou Green/
Date:	01/09/2013
Total Attachments: 6 source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page1.tif source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page2.tif source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page3.tif source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page4.tif source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page5.tif source=TM License Agm't re IP2 Entertainment & Intrepid Pictures#page6.tif	

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into as of January 1, 2013, by and between IP2 Entertainment, LLC, a Delaware limited liability company ("Grantor") and Intrepid Pictures, LLC, a Delaware limited liability company ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Asset Purchase Agreement dated as of January 1, 2013 (the "**Purchase Agreement**"), pursuant to which Grantor is purchasing certain assets of Grantee, including, but not limited to, the Trademarks (as defined therein) and Grantor has agreed to provide a perpetual non-exclusive license to use the Mark (as defined below) on and in connection with the existing theatrical motion pictures produced by Intrepid Pictures including, without limitation, in connection with all exploitation thereof.

B. Grantor is the owner of the trademark INTREPID PICTURES (the "**Mark**") for use in connection with entertainment services (including motion picture exploitation). Grantor also owns the U.S. and foreign trademark applications to register the Mark, and the U.S. and foreign registrations of the Mark as referred to on Schedule A attached hereto.

C. Grantee desires to obtain a license to use the Mark in connection with the existing theatrical motion pictures produced by Grantee including, without limitation, in connection with all exploitation thereof (the "**Licensed Services**").

NOW, THEREFORE, based on the foregoing premises and in consideration of the promises set forth in this Agreement and other valuable consideration, the parties agree as follows:

1. License Grant. Grantor hereby grants to Grantee a nonexclusive, nontransferable, nonsublicensable, worldwide, license to use the Mark in connection with the Licensed Services, commencing as of January 1, 2013 (the "**Effective Date**"). Without limiting the generality of the foregoing, Grantee will have the right to use the Mark in connection with the marketing, promotion, and advertising of the Licensed Services.

2. Royalty. Grantee shall pay Grantor the amount of \$10.00 as the sole and exclusive consideration for the license granted by Grantor to Grantee in Section 1 above.

3. Ownership and Validity. Grantee recognizes that the use of the Mark shall inure to the benefit of Grantor, and that Grantee will acquire no rights in or to the Mark by reason of this Agreement, except for the license rights granted in Section 1 above. Grantee shall not, directly or indirectly, attack or challenge the ownership or validity of the Mark in any form or assist anyone else to do so, during the term of this Agreement.

4. Term and Termination. This Agreement will commence on the Effective Date and shall continue in perpetuity unless terminated by the mutual agreement of the parties.

5. Advertising, Quality Control and Attribution. Grantee agrees to maintain quality control standards at least as high as those currently being maintained by Grantor of its Mark in marketing, promotion, and advertising of the Licensed Services under the Mark, and agrees that such standards will meet or exceed the quality standards that Licensor applies to its own goods and services under the Mark, and further agrees that Grantor has the right to inspect and supervise Grantee's quality control standards as needed. If any standard used in connection with the Mark is determined by Grantor to be below Grantor's standard of quality to the Grantor's satisfaction (as determined solely by Grantor's own judgment), Grantor shall notify Grantee of such deficiency. Upon notice of any such deficiency, Grantee will take the immediate and necessary steps to bring the quality up to the level specified by Licensor.

6. Maintenance. Grantor shall be solely responsible for the maintenance of the Mark, including but not limited to, pursuit of trademark registration, payment of any and all renewal and related maintenance fees, as applicable, and preparation of all required documents relating thereto. However, upon request and if available, Grantee shall provide to Grantor evidence of Grantee's use of the Mark in any jurisdiction within the licensed territory.

7. Infringement. Grantee agrees to use reasonable efforts to promptly notify Grantor of any unauthorized use of the Mark by others as such use comes to Grantee's attention. Grantor shall have the sole right and discretion to bring legal or administrative proceedings to enforce Grantor's trademark rights including actions for trademark infringement or unfair competition proceedings involving the Mark. Grantor shall bear all costs associated with enforcing the Mark including all court costs, attorney fees and the like. However, Grantee shall provide reasonable support to Grantor in Grantor's enforcement efforts, including, but not limited to the provision of evidence of Grantee's use of the Mark.

9. Limitation of Liability. Grantor hereby agrees to defend and indemnify Grantee against, and agrees to hold it harmless from, any loss, liability, claim, damage or expense (including reasonable legal fees and expenses incurred therein or in enforcing the indemnity), as incurred, for or on account of or arising from or in connection with Grantee's use of the Mark under the terms of this Agreement. Grantor shall not be liable under this indemnification section to the extent that any loss, claim, damage, liability, or expense is found in a final, non-appealable judgment by a court to have resulted from Licensee's malfeasance, negligence, and/or bad faith.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and the State of California, without regard to or application of California's conflicts of law principles. Any legal action with respect to this Agreement may be brought only in federal or state courts in California, and each party hereby irrevocably consents to the jurisdiction of such courts. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification or supplementation of any provision of this Agreement shall be effective only if in writing and signed by both parties. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue unmodified except as necessary to avoid unfairness. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior or contemporaneous statements, understandings or agreements, written or oral, regarding such subject matter.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

GRANTOR:

IP2 ENTERTAINMENT, LLC

By:  _____

Name: Trevor Macy

Title: Manager

GRANTEE:

INTREPID PICTURES, LLC

By:  _____

Name: _____

Title: _____

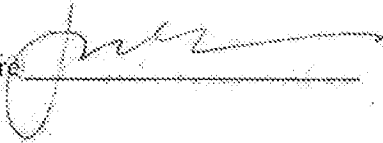
State of California)
County of Los Angeles) SS.

On December 18, 2012, before me, Jenny Tsuruda, a notary public, personally appeared THEYOR MAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

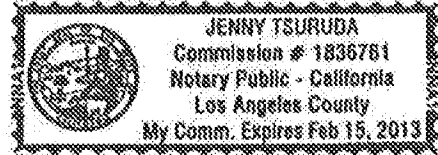
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



TRADEMARK LICENSE AGREEMENT

Schedule A

Trademark:	Country:	Class:	Serial No.:	Reg. No.:	Reg. Date:
Intrepid Pictures (design)	U.S.	41	78868525	3360754	12/25/2007
Intrepid Pictures	U.S.	41	78868073	3360752	12/25/2007
Intrepid Pictures	Canada	N/A	1319731	70734	2/13/2008
Intrepid Pictures	Community Trademark	41	5379128	5379128	3/19/2007
Intrepid Pictures (and design)	Community Trademark	41	5379383	5379383	8/1/2007