

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635617

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	04/21/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Irwin Allen Properties LLC		04/21/2015	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Legend Pictures LLC
<b>Street Address:</b>	2900 West Alameda Avenue
<b>Internal Address:</b>	15th Floor
<b>City:</b>	Burbank
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91505
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4710710	VOYAGE TO THE BOTTOM OF THE SEA

## CORRESPONDENCE DATA

## Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202 466-0544  
**Email:** cccalcagno@gmail.com  
**Correspondent Name:** Carla Calcagno  
**Address Line 1:** 2101 L Street NW Suite 800  
**Address Line 4:** Washington, D.C. 20037

<b>NAME OF SUBMITTER:</b>	Carla C Calcagno
<b>SIGNATURE:</b>	/Carla C Calcagno/
<b>DATE SIGNED:</b>	03/30/2021

## Total Attachments: 37

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ASSET PURCHASE AGREEMENT

among

LEGEND PICTURES, LLC

as Buyer

and

SPACE PRODUCTIONS, INC. and

IRWIN ALLEN PROPERTIES LLC

as Seller

April 21, 2015

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of the 21st day of April, 2015, among LEGEND PICTURES, LLC, a Delaware limited liability company (“Buyer”), and SPACE PRODUCTIONS, INC., a California corporation (“SPI”) and Irwin Allen Properties LLC, a Delaware limited liability company (“IAPLLC” and collectively with SPI, “Seller”), under the following circumstances:

A. Seller desires to sell to Buyer all of Seller’s right, title and interest in and to all of the various Irwin Allen properties owned by Seller, including, without limitation, those properties listed on Schedule A hereto (collectively, the “Properties”), and Buyer desires to purchase all such assets, on the terms and conditions set forth herein; and

B. Buyer desires to assume Seller’s executory obligations with respect to the Properties and Seller desires to assign such obligations, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

### **ARTICLE I DEFINITIONS**

Section 1.01 Definitions. For all purposes of this Agreement, the terms set forth below shall be defined as follows:

“Acquired Contracts” has the meaning given that term in Section 2.01(d).

“Affiliate” of a specified Person means a Person who is in control of, controlled by, or under common control with, such specified Person.

“Agreement” has the meaning given that term in the preamble to this Agreement.

“Assumed Obligations” has the meaning given that term in Section 2.04.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in Los Angeles, California, are authorized or required by Law to be closed.

“Buyer” has the meaning given that term in the preamble to this Agreement.

“Buyer Deliveries” has the meaning given that term in Section 7.04.

“Buyer Indemnified Parties” has the meaning given that term in Section 9.02.

“Cash” means money, currency or a credit balance in any demand, time, savings, passbook or similar account with a bank, savings and loan association, credit union or other similar organization, other than an account evidenced by a negotiable certificate of deposit.

“Cash Equivalents” means any of the following types of investments: (i) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof; (ii) negotiable certificates of deposit or bankers’ acceptances of any commercial bank; (iii) commercial paper; and (iv) investments, classified in accordance with generally accepted accounting principles as current assets in money market investment programs registered under the Investment Company Act of 1940.

“Cash Portion of the Purchase Price” has the meaning given in Section 2.05.

“Claim” has the meaning given that term in Section 9.05.

“Closing” has the meaning given that term in Section 7.01.

“Closing Date” has the meaning given that term in Section 7.01.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations adopted thereunder.

“Consents” has the meaning given that term in Section 3.03.

“Contracts” means and includes all of the following, written or oral, to which Seller is a party and which relate to the Properties or by which Seller or any of the Properties may be bound: (i) any lease of real property; (ii) any sales agreements, together with all other contracts, purchase orders, commitments or understandings involving the sale of products or services of Seller; (iii) any Intellectual Property License; (iv) any agreement pursuant to which Seller is obligated to pay, or entitled to receive, any participations or royalties or make advances to any Person; and (v) any other contract, commitment, agreement or understanding, written or oral, to which Seller is a party or by which it is bound.

“Damages” has the meaning given that term in Section 9.09.

“Drop-Dead Date” has the meaning given that term in Section 6.03(e).

“Encumbrance” means any lien, mortgage, pledge, charge, security interest, assessment, option, right of first refusal, participation, royalty, restriction on voting or transfer or other encumbrance upon, or conditional assignment of, any property or assets.

“Fraud” means, with respect to a party hereto, an actual and intentional fraud with respect to the making of the representations and warranties pursuant to Article III or Article IV (as applicable), provided, that such actual and intentional fraud of such party shall only be deemed to exist if Catherine Mathews, as Trustee of the Trust, (in the case of Seller) or J. Martin Willhite, as Chief Operating Officer, General Counsel and Secretary, or Jeffrey Miller, as Vice President - Corporate Counsel, (in the case of Buyer) had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties made by such party pursuant to, in the case of the Seller, Articles III as qualified by Seller’s Disclosure Schedules, or, in the case of Buyer, Article IV, were actually breached when made, with the express intention that the other party hereto rely thereon to its detriment.

“Governmental Entity” means any nation, state, city, locality, municipality or other political subdivision and any body or authority exercising judicial, legislative, regulatory or administrative functions for any of the foregoing (including, without limitation, any agency, department, board or commission).

“IAPLLC” has the meaning given that term in the preamble to this Agreement.

“Indebtedness” of a Person means (i) all indebtedness of such Person for borrowed money or the deferred purchase price of goods, property or services other than trade payables; (ii) all indebtedness of such Person evidenced by a note, bond, debenture, indenture or other similar instrument; (iii) obligations secured by any mortgage, pledge, security interest, Encumbrance or charge of any kind existing on any asset owned or held by such Person whether or not such Person has assumed or become liable for the obligation secured thereby; (iv) all leases of personal property which must be capitalized on a balance sheet prepared in accordance with generally accepted accounting principles in the United States; (v) all accrued interest with respect to any of the foregoing; and (vi) all direct or indirect guarantees of any of the foregoing.

“Indemnified Party” has the meaning given that term in Section 9.05.

“Indemnifying Party” has the meaning given that term in Section 9.05.

“Intellectual Property” means any or all of the following assets together with all rights in, arising out of, or associated therewith (including, without limitation, all worldwide common law and statutory rights): (i) works of authorship; (ii) copyrights (registered and unregistered), copyright applications, copyright registrations, “moral” and economic rights of authors and inventors, and mask work rights; (iii) inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, patents, and patent applications; (iv) databases, data compilations and collections, and technical data related to other Intellectual Property; (v) logos, business names, trade names, brand names, trade dress, trademarks, and service marks and any pending applications therefor; (vi) domain names, web addresses, and web sites; (vii) characters; (viii) rights to use names and likenesses of natural persons and publicity rights generally; (ix) any other literary, artistic, or proprietary rights relating to intangible intellectual property, including, without limitation, neighboring rights, rights against bootlegging and corresponding rights throughout the world, rights in graphics, audiovisual works, photography and advertising and promotional materials; and (x) any and all instantiations of the foregoing in any form and embodied in any media.

“Intellectual Property License” means any agreement, arrangement or understanding (i) under which Seller obtains any right to use Intellectual Property or to provide such Intellectual Property to any other Person; (ii) under which Seller provides to any other Person any right to use any Seller Intellectual Property or to provide such Seller Intellectual Property to any other Person; or (iii) which otherwise relates to Intellectual Property owned by Seller.

“IRS” means the United States Internal Revenue Service.

“Knowledge of Seller” or “Seller’s Knowledge” means such facts and other information which, as of the date of determination, are actually known by Catherine Mathews, as Trustee of the Trust, or which could be ascertained by her after reasonable inquiry of Philip Davis, Esq., or Harold Friedman, Esq., legal counsel to the Trust.

“Laws” means applicable laws, statutes, ordinances, decisional law, regulations, rules, judgments, order and decrees of Governmental Entities.

“Licensed Intellectual Property” has the meaning given that term in Section 2.01(b).

“Nonassignable Assets” has the meaning given that term in Section 2.03.

“Obtained Consents” means the Consents that have been or will be obtained by Seller and delivered to Buyer prior to the Closing.

“Owned Intellectual Property” has the meaning given that term in Section 2.01(b).

“Permitted Encumbrance” means (i) any lien for Taxes not yet due and payable, (ii) liens in favor of vendors, carriers, warehousemen, subcontractors, repairmen, mechanics, workmen, and materialmen, and construction or similar liens, arising by operation of law or incurred in the ordinary course of business, in respect of obligations that are not yet due and which do not, in the aggregate, exceed \$1,000, (iii) zoning laws and other land use restrictions that do not materially impair the present use or occupancy of the property subject thereto, (iv) other liens of an immaterial nature or amount which do not impair the use of such property in the manner currently used and (v) those Encumbrances set forth on Schedule B hereto.

“Person” means an individual, partnership, corporation, limited liability company, association, joint stock company, joint venture, trust, estate, unincorporated organization, labor union, Governmental Entity or any other entity.

“Purchase Price” has the meaning given that term in Section 2.05.

“Purchased Assets” has the meaning given that term in Section 2.01.

“Receivables” has the meaning given that term in Section 2.01(a).

“Representation Agreement(s)” means (i) that certain Memorandum Agreement between Space Productions (a joint venture comprised of Space Productions, Inc., Red Skelton Productions, Inc. and Shelter Rock Productions, Inc.) and Synthesis Entertainment, dated with effect from September 1, 2000, as amended, restated and signed on December 7, 2006, and further amended by Amendment No. 1 as of September 23, 2011 and Amendment No. 2 as of October 17, 2011 (subsequent to the date that the original Space Productions/Synthesis Entertainment Representation Agreement was signed, the joint venture entity known as Space Productions was extinguished and Space Productions, Inc., one of the original entities comprising Space Productions, assumed sole control of the property) and (ii) that certain Memorandum Agreement between Irwin Allen Properties LLC and Synthesis Entertainment, dated with effect from July 29, 1999, as amended, restated and signed on December 7, 2006, and further amended by Amendment No. 1 as of September 23, 2011 and Amendment No. 2 as of October 17, 2011.

“Representatives” means, with respect to any Person, the directors, officers, employees, managers, members, partners, equity holders, trustees, agents, consultants, advisors (including legal counsel, accountants and financial advisors) and representatives of such Persons in connection with the transactions contemplated by this Agreement.

“Schedule” means any of the disclosure schedules delivered by Seller to Buyer concurrently with the execution of this Agreement by the parties.

“Seller” has the meaning given that term in the preamble to this Agreement.

“Seller Deliveries” has the meaning given that term in Section 7.03.

“Seller Disclosure” has the meaning given in the cover page to the Schedules.

“Seller Indemnified Parties” has the meaning given that term in Section 9.04.

“Seller Intellectual Property” has the meaning given that term in Section 2.01(b).

“SPI” has the meaning given that term in the preamble to this Agreement.

“Subsidiary” means any corporation, limited liability company or other entity of which a Person (either alone or through or together with any other subsidiary) owns, directly or indirectly, 50% or more of the stock, membership interests or other equity interests or which is otherwise directly controlled by a Person.

“Tax” or “Taxes” means any foreign, federal, state or local income, gross receipts, business activity, occupation, environmental (including taxes under Section 59A of the Code), customs, duties, registration, alternative or add-on minimum, estimated, withholding, payroll, employment, disability, unemployment insurance, social security (or similar), excise, sales, use, value-added, goods and services, franchise, real property, personal property, business and occupation, capital stock, stamp, transfer, workman’s compensation or other tax, fee or imposition of any kind whatsoever, including any interest, penalties, additions, assessments or deferred liability with respect thereto, whether disputed or not.

“Tax Return” means any return, report, declaration, claim for refund, estimate, election, or information statement or bill relating to any foreign, federal, state or local Tax, including any schedule or attachment thereto and any amendment thereto.

“Taxing Authority” means any Governmental Entity having jurisdiction over the assessment, determination, collection or other imposition of Taxes.

“Termination Date” has the meaning given that term in Section 9.01.

“Third Party Claim” has the meaning given that term in Section 9.05.

“Transaction Expenses” means all costs, fees and expenses incurred by Seller in connection with the negotiation, execution and delivery of this Agreement and the transactions contemplated hereby, or in connection with any other potential financing transaction or sale by Seller involving the Purchased Assets, whether incurred before or after the Closing, including, without limitation: (i) the fees and expenses of any brokers and financial advisors retained by Seller, (ii) the fees and expenses of legal counsel and accountants retained by Seller and (iii) the cost of obtaining all consents and approvals to the transactions contemplated by this Agreement required of Seller (including, without limitation, the Obtained Consents).



“Trust” means the Irwin and Sheila Allen Marital Trust, as amended (also known as the Irwin and Sheila Allen Marital Q-TIP Trust).

## **ARTICLE II PURCHASE AND SALE OF ASSETS**

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall sell, convey, transfer, assign, grant and deliver to Buyer (or a wholly-owned Subsidiary designated by Buyer), and Buyer (or a wholly-owned Subsidiary designated by Buyer) shall purchase from Seller, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Seller’s right, title and interest in and to all assets and other property rights related to the various Properties (of every kind, nature, character and description, whether real, personal or mixed and whether tangible or intangible, wherever located, and whether or not reflected in the Financial Statements or recorded in the books and records of Seller) which are owned by Seller, together with all goodwill and going concern value associated with such assets (collectively, the “Purchased Assets”), including, without limitation, the following:

(a) all participations, royalties or other accounts receivable related to the various Properties following from and after the Closing Date, including, without limitation, any Contracts related thereto (“Receivables”);

(b) all of Seller’s rights in all Intellectual Property related to the various Properties (i) owned by Seller, including, without limitation, all of Seller’s rights in: (1) the names of the Properties and all derivations thereof; (2) all of Seller’s rights in all domain names, and all other rights with respect to any World Wide Web site(s) or page(s) (including, without limitation, Seller’s Facebook pages or accounts, Google+ pages or accounts, Twitter feeds or accounts, RSS feed, Pinterest account, Tumblr account, and other social media) maintained by or registered in the name of Seller or any employees or agents of Seller (and Seller shall use its best efforts to cause such employees or agents to convey, transfer, assign and deliver, free and clear from all Encumbrances, all of their rights in such World Wide Web site(s) or page(s) to Buyer), and all content, information and databases posted or stored thereon or used in connection therewith (including, without limitation, all blogs, vlogs, posts, newsletters, videos, podcasts and programs); (3) all customer and business contact lists of Seller used in connection with the Properties, and (4) all goodwill associated with the foregoing (all of the foregoing, collectively, “Owned Intellectual Property”) and (ii) licensed by Seller from other Persons (the “Licensed Intellectual Property,” and with the Owned Intellectual Property, the “Seller Intellectual Property”), including, without limitation, any Contracts related thereto;

(c) all merchandising rights related to the various Properties, including, without limitation, any Contracts related thereto.

(d) all of the rights of Seller in, under and to any Contracts relating to the various Properties, including, without limitation: (i) all Intellectual Property Licenses; (ii) the Representation Agreements; and (iii) those Contracts set forth on Schedule 3.09 (collectively with any Contracts specified in Sections 2.01(a), (b) and (c), the “Acquired Contracts”);

(e) all of Seller's financial, commercial, sales, marketing, administrative and other records, archival information and databases related to the various Properties, including, without limitation: (i) Seller's customer database, customer lists and information; (ii) marketing information and documents; (iii) the original scripts, historical records and other related memorabilia, and (iv) documentation with respect to the Acquired Contracts and other Purchased Assets;

(f) the right to use Irwin Allen's name, approved likeness and approved biography in connection with the Properties;

(g) the rights to all music (masters and compositions), including, without limitation, music contained in the Classic Lost in Space Series (as defined on Schedule A hereto);

(h) all of Seller's rights or causes of action arising out of the ownership of the Properties through the Closing Date and thereafter, including third party warranties and guarantees and all related claims, credits, rights of recovery and set-off as to third parties which are held by or in favor of Seller; and

(i) all other assets of Seller related to the Properties of every kind, nature, character and description, whether real, personal or mixed and whether tangible or intangible.

The Purchased Assets shall include all assets of the types described above that are acquired by Seller between the date hereof and the Closing Date. It is the intention of the parties that following the Closing Date, the Seller shall retain no rights whatsoever to the Purchased Assets and all such right shall become vested in the Buyer.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Purchased Assets shall not include (i) any shares of capital stock of SPI or membership interests in IAPLLC, (ii) any Cash or Cash Equivalents of any Seller (a) received by such Seller prior to the Closing Date and in a bank account of such Seller as of the Closing Date, (b) representing the "Cash Portion of the Purchase Price" (as defined below), or (c) representing any amounts received by such Seller after the Closing other than payments on account of the Receivables, and any other payments, assets or other items related to the Purchased Assets, which are part of the Purchased Assets (whether in Cash, Cash Equivalents or otherwise), (iii) company minute books of SPI or IAPLLC, stock books of SPI or membership interest books of IAPLLC, (iv) any insurance policies of any Seller, (v) any Tax Returns and Tax records of any Seller, (vi) any books and records of Seller not pertaining exclusively to the Purchased Assets, and (vii) the rights of Seller under this Agreement and the other transaction documents entered into in connection with this Agreement.

Section 2.03 Nonassignable Purchased Assets. To the extent that the assignment of any of the Acquired Contracts or any other Purchased Assets by Seller to Buyer is not permitted without the consent or approval of any other party or parties (whether or not the requirement for such consent or approval is disclosed on any Schedule to this Agreement) (any such Acquired Contracts or any other such Purchased Assets being referred to collectively as the "Nonassignable Assets"), this Agreement shall not be deemed to constitute an undertaking to assign the same if such consent or approval has not been given as of the Closing Date; provided,

however, that Seller shall continue to use its best efforts, at its sole expense, to obtain all such consents and approvals from and after the Closing Date, and Buyer shall reasonably cooperate, at its own expense, with Seller in all such efforts. Further, if a consent or approval is required and has not been obtained and if Buyer so requests, Seller shall, to the extent permitted by Law and the Nonassignable Asset in question, cooperate with Buyer in any reasonable arrangement designed to provide Buyer with the benefits under the Nonassignable Assets, to the extent not assigned.

Section 2.04 Assumption of Obligations. Except as otherwise expressly provided in this Section 2.04, on the Closing Date, Buyer is not assuming, will not assume and shall not be liable for any liabilities of Seller. Buyer shall assume and agree to perform and discharge in a due and timely manner the obligations of Seller under all Acquired Contracts (collectively, the “Assumed Obligations”).

ADDITIONALLY, BUYER IS NOT ASSUMING, WILL NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY OF SELLER (A) IN RESPECT OF (I) TAXES OR (II) INDEBTEDNESS OR (B) INCURRED PRIOR TO THE CLOSING DATE. SELLER SHALL DISCHARGE ANY SUCH DEBT, OBLIGATION, RESPONSIBILITY OR LIABILITY IN A DUE AND TIMELY MANNER.

Section 2.05 Purchase Price. The full consideration paid by Buyer for the purchase and sale of the Purchased Assets (the “Purchase Price”) pursuant to this Agreement shall consist of (i) Buyer’s assumption of the Assumed Obligations and (ii) an aggregate amount in cash equal to [REDACTED] Price”) payable to Seller, by wire transfer of immediately available funds to bank accounts previously designated in writing by Seller as follows:

- [REDACTED] upon the Closing; and
- [REDACTED] upon the first anniversary of the Closing Date.

Section 2.06 Purchase Price Allocation. For purposes of Section 1060 of the Code, the Purchase Price shall be allocated among the Purchased Assets as mutually agreed by Buyer and Seller; provided, that [REDACTED] of the Cash Portion of the Purchase Price shall be allocated to the Purchased Assets owned by SPI and [REDACTED] of the Cash Portion of the Purchase Price shall be allocated to the Purchased Assets owned by IAPLLC. The parties acknowledge that such allocation of the Purchase Price has been negotiated by them at “arms-length” and that Buyer and Seller shall be bound by such allocation for all Tax purposes, shall utilize such allocation in any and all Tax filings made by such party and shall complete their respective Internal Revenue Service Forms 8594 in accordance with such allocation.

Section 2.07 Risk of Loss. The parties agree that until the Closing Seller shall bear the risk of loss or damage to the Purchased Assets.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Each Seller hereby represents and warrants to Buyer as follows:

Section 3.01 Organization and Authority; Qualification. Seller is a corporation, limited liability company or trust, as applicable, duly incorporated or organized, as applicable, validly existing and in good standing under the laws of the State of California or the State of Delaware, as applicable. Seller has the full power and authority to own the Purchased Assets and to execute, deliver and perform this Agreement and any other agreements and instruments to be executed and delivered by Seller pursuant to this Agreement.

Section 3.02 Authorization and Enforceability. The execution and delivery by Seller of this Agreement and any other agreements to be executed and delivered by Seller pursuant to this Agreement and the performance by Seller of the transactions contemplated by this Agreement and any such other agreements and instruments have been duly authorized or approved by all necessary corporate, limited liability company or trust actions and proceedings on the part of Seller (including, without limitation, all necessary member, shareholder and beneficiary approvals). This Agreement, and each agreement and instrument to be executed and delivered by Seller pursuant to this Agreement, is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar Laws affecting creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

Section 3.03 No Violation; Consents and Approvals. Seller is not a party to any agreement or subject to any legal restriction that would prevent or restrain its ability to perform its obligations under this Agreement or any other agreement or instrument to be executed and delivered by it pursuant to this Agreement. The execution, delivery and performance of this Agreement and any such other agreement or instrument by Seller, or the consummation of the transactions contemplated hereby and thereby, will not: (a) conflict with or violate the operating agreement or similar constituent documents of Seller; (b) violate any Law to which Seller or any of the Purchased Assets is subject; (c) require any consent or approval under, violate, conflict with, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, result in the termination of, accelerate the performance required by or give any Person the right to terminate or accelerate the performance required by, any Contract or other agreement or instrument to which Seller is a party or by which Seller or any of the Purchased Assets is bound, or result in the creation of any Encumbrance on any of the Purchased Assets. Schedule 3.03 sets forth a complete and correct list of all third party authorizations, consents, approvals or waivers required in connection with the execution and delivery of this Agreement by Seller and the consummation of the purchase and sale of the Purchased Assets by Buyer hereunder (collectively, "Consents"). Except as set forth on Schedule 3.03, no authorization, consent, approval or waiver of any other Person (including, without limitation, any Governmental Entity) is necessary to permit Seller to comply with its obligations under this Agreement and under any other agreement or instrument to be executed and delivered by Seller pursuant to this Agreement or to sell and transfer the Purchased Assets to Buyer on the terms and conditions set forth in this Agreement.

Section 3.04 Subsidiaries and Trade Names. Neither SPI nor IAPLLC has any Subsidiary and neither owns any capital stock, membership interest or other equity interest in any corporation, limited liability company, joint venture, partnership or other business entity.

Section 3.05 Absence of Undisclosed Liabilities and Indebtedness. Except for Permitted Encumbrances, and except for debts, liabilities, commitments or obligations contemplated or permitted by this Agreement, Seller has no liabilities of any nature (whether absolute, accrued, contingent or otherwise, matured or unmatured, known or unknown, and whether due or to become due).

Section 3.06 Title to Purchased Assets. To the Knowledge of the Seller, Seller has good and marketable title to all of the Purchased Assets, in each case free and clear of all Encumbrances (other than Permitted Encumbrances). To the Knowledge of Seller, Seller has not signed or authorized any financing statement under the Uniform Commercial Code or entered into any security agreement or other agreement authorizing any secured party thereunder to file any such financing statement with respect to any of the Purchased Assets. At the Closing, Seller will convey and quit claim to Buyer all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

Section 3.07 Participations Payable. As of the Closing Date, there are no royalties, fees, participations, back-end rights, honoraria or other amounts accrued and payable by Seller to any Person by reason of the ownership, development, use, creation, license, sale or disposition of any Purchased Asset.

Section 3.08 Intellectual Property.

(a) Except as described on Schedule 3.08, to the Knowledge of the Seller, Seller has not granted or entered into any Intellectual Property License to or with any other Person with respect to any of the Seller Intellectual Property.

(b) To the Knowledge of Seller, all of Seller's rights in the Seller Intellectual Property are validly assignable by Seller to Buyer. To the Knowledge of Seller, Seller's use, sale and/or licensing of the Seller Intellectual Property prior to the Closing did not infringe, misappropriate or otherwise conflict with or violate the rights of any other Person. To the Knowledge of Seller, Seller has never received any written notice asserting that Seller has violated any Intellectual Property rights of any other Person and, to the Knowledge of Seller, there is no basis for any Person to make any such allegation. To the Knowledge of Seller, no Person is infringing any of the Seller Intellectual Property.

(c) To the Knowledge of Seller, there is no pending or threatened in writing, action to contest, oppose, cancel or otherwise challenge the validity, ownership or enforceability of any of the Seller Intellectual Property.

(d) To the Knowledge of Seller, all domain names included in the Seller Intellectual Property are currently registered and in good standing, and Seller is shown on the records of the registrar thereof as the owners thereof. Seller has not received any written notice from any Person challenging the right of Seller to use any domain name used in connection with the Properties.

Section 3.09 Contracts. Schedule 3.09 is a correct and complete list of the Acquired Contracts. Seller has provided to Buyer true and complete copies of all of the Acquired Contracts. Except as described on Schedule 3.09: (a) each of the Contracts is valid and binding on Seller and in full force and effect, except to the extent that enforcement may be affected by

laws relating to bankruptcy, reorganization, insolvency and similar Laws affecting creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies; (b) Seller is not in breach or default under any of the Contracts and no event has occurred which, but for the passage of time or the giving of notice, or both, would constitute a breach or default by Seller under any of the Contracts; and (c) to Seller's Knowledge, no other party to any of the Contracts is in default thereunder nor has any event occurred which, but for the passage of time or the giving of notice, or both, would constitute a breach or default by any such other party under any of the Contracts. Except as described on Schedule 3.09, Seller may assign freely to Buyer at the Closing all of its rights under the Contracts without restriction, without prior notice and without the consent or approval of any other Person, and, upon such assignment, the Contracts will remain valid, binding and in full force and effect, except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and similar Laws affecting creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

**Section 3.10 Litigation.** There are no claims, actions, suits, audits, investigations, or proceedings pending or, to the Knowledge of Seller, threatened in writing against Seller relating to or involving the Purchased Assets, at law or in equity, or before or by any Governmental Entities, wherever located. There is no judgment, decree, injunction, rule or order of any Governmental Entity or arbitrator outstanding against Seller that could affect this Agreement or the transactions contemplated hereby.

**Section 3.11 Legal Compliance.** To the Knowledge of Seller, Seller has complied in all material respects with all applicable Laws, and no investigation or review by any Governmental Entity with respect to the Purchased Assets is pending or threatened in writing.

**Section 3.12 Taxes.**

(a) Seller has or will have: (A) timely filed, or caused to be filed on a timely basis, with the appropriate Taxing Authorities all Tax Returns required to be filed on or before the Closing with respect to or attributable to Seller or the Purchased Assets and such Tax Returns are (or will be when filed) true, correct and complete in all material respects, and (B) paid, or caused to be paid, on a timely basis all Taxes due and payable by Seller for periods on or prior to the Closing Date;

(b) Seller has not: (A) received any written notice of deficiency or assessment from any Taxing Authorities with respect to liability for Taxes that have not been fully paid or finally settled, (B) made any requests to any Taxing Authority for rulings or determinations with respect to any Taxes that are currently pending, or (C) granted any requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment of any Taxes, which period (after giving effect to such extensions or waivers) has not expired;

(c) There are no pending or ongoing audits or examinations of any of the Tax Returns relating to or attributable to Seller or the Purchased Assets;

(d) Seller has not received any inquiry, whether written or oral, or claim from any Taxing Authority in a jurisdiction in which Seller does not file Tax Returns which states that Seller is or may be subject to taxation in such jurisdiction;

(e) There are no Encumbrances for Taxes upon any of the Purchased Assets other than Permitted Encumbrances;

(f) Seller is not and has not been a party to any agreement with any Person providing for the allocation, apportionment or sharing of any liability for or payment of Taxes, Tax benefits or Tax refunds;

(g) Seller has complied in all material respects with all applicable United States federal and state Laws with respect to payments made to third parties and the withholding of any Taxes against any payment and has timely withheld from employee wages and other payments and paid over to the applicable federal and state Taxing Authorities all amounts required to be so withheld and paid over for all periods under such Laws;

(h) Seller is not a foreign person subject to withholding under Section 1445 of the Code and the regulations promulgated thereunder and, if requested by Buyer, will provide certification to that effect to Buyer at the Closing; and

(i) No Taxing Authority is now asserting or, to the Knowledge of Seller, threatening to assert any deficiency or assessment for additional Taxes of Seller or otherwise attributable to or relating to the Purchased Assets.

Section 3.13 No Commissions. No commissions or brokers' or finders' fees are payable by, through or on account of any acts of Seller or any of their representatives (or any officers or managers of Seller) in connection with this Agreement or the transactions contemplated hereby.

Section 3.14 Exclusivity of Representations. The representations and warranties made by Seller in Article III of this Agreement are the exclusive representations and warranties made by Seller. Seller hereby disclaims any other express or implied representations or warranties, including without limitation, any regarding the pro forma financial information, financial projections or other forward-looking statements relating to any Seller or pertaining to the Purchased Assets.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

Section 4.01 Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute, deliver and perform this Agreement and any other agreements or instruments to be executed and delivered by Buyer pursuant to this Agreement.

Section 4.02 Authorization and Enforceability. The execution and delivery by Buyer of this Agreement and any other agreements and instruments to be executed and delivered by Buyer pursuant to this Agreement and the performance by Buyer of the transactions contemplated by this Agreement and any such other agreements and instruments have been duly authorized by all necessary limited liability company actions and proceedings on the part of Buyer. This Agreement and each agreement and instrument to be executed and delivered by Buyer pursuant

to this Agreement is (or will be upon such execution and delivery) a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent that enforcement may be affected by laws relating to bankruptcy, reorganization, insolvency and or similar Laws affecting creditors' rights and by the availability of injunctive relief, specific performance and other equitable remedies.

Section 4.03 No Violation; Consents and Approvals. Buyer is not a party to any agreement or subject to any legal restriction that would prevent or restrain Buyer's ability to perform all of its obligations under this Agreement or any other agreement or instrument to be executed and delivered by Buyer pursuant to this Agreement. The execution, delivery and performance of this Agreement and any such other agreements or instruments by Buyer will not: (a) conflict with or violate the certificate of formation, limited liability company agreement or other constituent documents of Buyer, or (b) violate any Law to which Buyer or any of its property is subject. No authorization, consent or approval of any other Person (including, without limitation, any Governmental Entity) is necessary to permit Buyer to comply with its obligations under this Agreement or any other agreement or instrument to be executed and delivered by Buyer pursuant to this Agreement.

Section 4.04 Litigation. There are no (a) outstanding orders, awards, judgments, injunctions or decrees of any Governmental Entity against Buyer or any of its respective Affiliates or any of it or such Affiliates' respective assets or properties or (b) judicial actions, suits or claims, or legal, administrative or arbitration proceedings pending or, to Buyer's knowledge, threatened in writing, against Buyer or any of its respective Affiliates or any of its respective assets or properties, in each case, except as would not be reasonably likely to prohibit or restrict or delay the performance of this Agreement by Buyer.

Section 4.05 No Commissions. No commissions or brokers' or finders' fees are payable by, through or on account of any acts of Buyer or any of its representatives (or any officers or directors of Buyer) in connection with this Agreement or the transactions contemplated hereby.

Section 4.06 Buyer's Reliance. Buyer has conducted its own independent investigation, verification, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, technology and prospects of Seller and the Purchased Assets. Buyer acknowledges that Buyer and its Representatives have been permitted such access to the books and records, facilities, equipment, Tax Returns, contracts, insurance policies (or summaries thereof) and other properties and assets of Seller as it and its Representatives have desired or requested to see or review. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and the representations and warranties of Seller set forth in this Agreement and not on any factual representations or opinions of Seller or any of Seller's Representatives (except the representations and warranties of Seller set forth in this Agreement). Buyer acknowledges that, except as explicitly set forth in this Agreement, no Seller or any other Person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding Seller or the Purchased Assets furnished or made available to Buyer and its Representatives and no Seller or any other Person (including Catherine Mathews, as Trustee of the Trust, or any officer, director, manager, shareholder or member of SPI or IAPLLC) shall have or be subject to any liability to Buyer or any other Person resulting from the provision to



Buyer, or Buyer's use of, any such information, including the information, documents or material made available to Buyer in any "data rooms," management presentations, due diligence or in any other form in expectation of the transactions contemplated hereby. Buyer acknowledges that, should the Closing occur, Buyer shall acquire the Purchased Assets in an "as is" condition and on a "where is" basis, except as otherwise expressly represented or warranted in Article III. Buyer acknowledges that, except for the representations and warranties of Seller contained in this Agreement, no Seller or any other Person, has directly or indirectly made, and Buyer has not relied on, any other express or implied representation or warranty by or on behalf of Seller, including without limitation any representation or warranty regarding any pro forma financial information, financial projections or other forward-looking statements of Seller or pertaining to the Purchased Assets, and Buyer shall make no claim with respect thereto. This Section will not preclude any claim based on Fraud.

Section 4.07 Exclusivity of the Representations. The representations and warranties made by Buyer in Article IV of this Agreement are the exclusive representations and warranties made by Buyer. Buyer hereby disclaims any other express or implied representations or warranties.

## **ARTICLE V PRE-CLOSING COVENANTS OF SELLER**

Section 5.01 Access. From the date hereof until the Closing, Seller shall permit Buyer at its own expense, to (a) visit and inspect the properties of Seller, (b) inspect the contracts, books of account, records, ledgers, and other documents and data of Seller, (c) discuss the business, affairs, finances and accounts of Seller with officers and employees of Seller, and (d) review such other information as Buyer reasonably requests, in each case during normal business hours and in such a manner so as not to unreasonably interfere with the normal operations of Seller. No information or knowledge obtained pursuant to this Section or otherwise by Buyer in connection with its due diligence will affect or be deemed to modify any representation or warranty contained herein or the conditions to the obligations of the parties to consummate the transactions contemplated hereby.

Section 5.02 Maintenance of Properties. From the date hereof until the Closing, except as Buyer otherwise agrees in writing, Seller shall (a) conduct its business in the ordinary course consistent with past practice, as a going concern and in compliance with all applicable Laws and Contracts, (b) pay or perform its debts, taxes, and other obligations when due, and (c) maintain the Purchased Assets in a condition comparable to their current condition.

Section 5.03 Negative Covenants. From the date hereof until the Closing, except as Buyer otherwise agrees in writing, Seller shall not (a) take any action that would make any representation and warranty of Seller inaccurate at the Closing, (b) waive, release or assign any material right or claim, (c) take any action that would reasonably be expected to materially impair the value of the Purchased Assets, (d) sell, assign, lease, transfer, pledge, license, encumber (or than creation of Permitted Encumbrances) or otherwise dispose of any Purchased Asset, (e) terminate or materially amend any Contract, or (f) authorize or commit to do any of the foregoing.

Section 5.04 Information and Notices. From the date hereof until the Closing, (a) Seller shall promptly notify Buyer of any legal action commenced or threatened in writing against Seller, (b) each party hereto shall promptly notify the other party of any breach, violation or non-compliance by the first party of any representation, warranty or covenant made by such first party hereunder, and (c) each party will promptly provide the other party with copies of all correspondence and inquiries to and from, and all filings made with, any Governmental Entity with respect to the transactions contemplated hereby, and reasonably cooperate with such other party with respect thereto. However, all information provided under this Section is informational only and shall not in any manner constitute or cause a waiver by the other party of any of the conditions precedent to the Closing hereunder or an amendment to any representation, warranty or covenant contained herein.

Section 5.05 Standstill. From the date hereof until the Closing, Seller will not, directly or indirectly, solicit, initiate or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or approve or authorize any transaction with any Person that would be in substitution for or conflict with the transactions contemplated hereby.

## **ARTICLE VI CONDITIONS TO CLOSING; TERMINATION**

Section 6.01 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated hereby shall be subject to the satisfaction, fulfillment or written waiver by Buyer, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. The representations and warranties of Seller set forth in Article III shall be true and correct as of the Closing, with the same force and effect as if made as of the Closing or, in the case of representations and warranties which address matters only as of a particular date, as of such date, in each case with only such exceptions as have not had and would not reasonably be expected to have a material adverse effect (disregarding any materiality qualifiers therein); and (ii) the covenants and agreements set forth in Article V to be performed or complied with by Seller at or prior to the Closing shall have been performed or complied with in all material respects. Buyer shall have received a certificate with respect to the foregoing signed on behalf of Seller by an authorized signatory of Seller.

(b) Other Closing Deliveries. Buyer shall have received the Seller Deliveries.

(c) Closing of Refinancing. Buyer's wholly-owned subsidiary, Legendary Pictures Funding, LLC, shall have consummated the refinancing of its senior secured credit facility.

Section 6.02 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated hereby shall be subject to the satisfaction, fulfillment or written waiver by Seller, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Buyer set forth in Article IV shall be true and correct as of the Closing, with the same force and effect as if made as of the Closing or, in the case of representations and warranties which address matters only as of a particular date, as of such date, in each case with only such exceptions as

have not had and would not be reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement (disregarding any materiality qualifiers therein). Seller shall have received a certificate with respect to the foregoing signed on behalf of Buyer by an authorized executive officer of Buyer.

(b) Other Closing Deliveries. Seller shall have received the Buyer Deliveries.

Section 6.03 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and Seller;

(b) by Buyer by written notice to Seller, upon a breach of any representation, warranty, or covenant on the part of Seller set forth in this Agreement which would give rise to the failure of a condition set forth in Section 6.01(a), it being understood that Buyer may not terminate this Agreement pursuant to this Section 6.03(b) if Buyer shall have materially breached this Agreement;

(c) by Seller by written notice to Buyer, upon a breach of any representation or warranty on the part of Buyer set forth in this Agreement which would give rise to a failure of a condition set forth in Section 6.02(a), it being understood that Seller may not terminate this Agreement pursuant to this Section 6.03(c) if Seller shall have materially breached this Agreement; or

(d) by either Seller or Buyer, if the Closing shall not have taken place on or before May 15, 2015 (the "Drop-Dead Date"); provided, that the right to terminate this agreement under this Section 6.03(d) shall not be available to (i) Seller if the failure of Seller to fulfill any of its obligations substantially caused the failure of the Closing to occur on or before such date or (ii) Buyer if the failure of Buyer to fulfill any of its obligations under this Agreement substantially caused the failure of the Closing to occur on or before such date.

Section 6.04 Notice of Termination; Effect of Termination. Any termination of this Agreement under Section 6.03 above shall be effective immediately upon the delivery of a valid written notice of the terminating party to the other party hereto. In the event of the termination of this Agreement as provided in Section 6.03, this Agreement shall be of no further force and effect, except (i) as set forth in this Section 6.04 and Article X, and (ii) nothing herein shall relieve either party from liability for any material breach of this Agreement. No termination of this Agreement shall affect the obligations of the parties contained in any confidentiality or nondisclosure agreement between the parties, all of which obligations shall survive termination of this Agreement in accordance with their terms.

## **ARTICLE VII THE CLOSING**

Section 7.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Buyer on the Business Day two (2) Business Days following the satisfaction or waiver of all of the conditions set forth in Article VI, or at such other date, time and location as the parties hereto agree in writing (the "Closing Date").

Section 7.02 Timing and Effectiveness of Actions. At the Closing, the actions described in this Article VII have been taken and are deemed to have occurred simultaneously and the Closing shall be deemed effective as of 12:01 a.m. (Pacific Time) on the Closing Date.

Section 7.03 Seller's Deliveries. At the Closing, Seller shall deliver to Buyer the following (the "Seller Deliveries"):

(a) An Intellectual Property assignment and such bills of sale, assignments and other documents of transfer (including, without limitation, separate assignments of all registered Intellectual Property) as may be necessary to effectively vest in Buyer good and valid title to all of the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) A copy of the resolutions adopted by the Sole Member of IAPLLC, and the Board of Directors and the Sole Shareholder of SPI, in each case authorizing the transactions contemplated by this Agreement in accordance with Seller's respective charter documents in effect as of the Closing Date.

(c) Evidence reasonably satisfactory to Buyer of the receipt of the Obtained Consents, which Obtained Consents are listed on Schedule 7.03(c).

(d) Certificates of the Secretary of State of the State of California with respect to the good standing of SPI under the laws of that state as of a recent date.

(e) Certificate of the Secretary of State of the State of Delaware with respect to the good standing of IAPLLC under the laws of that state.

(f) Possession of all Purchased Assets, including, but not limited to all Seller Intellectual Property.

(g) Such other certificates, documents and instruments as are reasonably requested by Buyer in connection with the transactions contemplated by this Agreement.

Section 7.04 Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller the following (the "Buyer Deliveries"):

(a) An Assumption Agreement in such form as is reasonably satisfactory to Seller evidencing Buyer's assumption of the Assumed Obligations.

(b) Certificate of the Secretary of State of the State of Delaware with respect to the good standing of Buyer under the laws of that state as of a recent date.

(c) Such certificates, documents and instruments as are reasonably requested by Seller in connection with the transactions contemplated by this Agreement.

## **ARTICLE VIII CERTAIN POST-CLOSING OBLIGATIONS**

Section 8.01 Payment of Taxes.

(a) Following the Closing, Seller shall file in a timely manner all requisite Tax Returns of Seller and shall pay (or remit, as the case may be) in a timely manner all Taxes owed by it for all periods prior to or ending on the Closing Date. In addition, Seller shall pay in a timely manner all Taxes which would not require the filing of Tax Returns and which are required to be paid by it or by any Person from whom it may have an obligation to collect the same for all periods prior to or ending on the Closing Date.

(b) Following the Closing, Seller shall have the sole and exclusive power and authority, at Seller's expense, to address matters involving Taxes which Seller is obligated to pay pursuant to Section 8.01(a) and, in recognition of such power and authority, Buyer shall not initiate any communication with, or provide any information to any Taxing Authority with respect to, Taxes of Seller for any period ending prior to the Closing and covered by Section 8.01(a), unless such Taxing Authority has expressly requested such information from Buyer and Buyer has timely notified Seller of such request and Seller has failed to respond to such request on a timely basis. If a Taxing Authority issues a summons or subpoena or other similar legal demand for information regarding the Purchased Assets with respect to Taxes of Seller for any period covered by Section 8.01(a), Buyer shall be permitted to comply with such summons, subpoena or other legal demand, but shall notify Seller reasonably in advance of such compliance taking into account the date of receipt of notice of such request by Buyer so as to permit Seller to reasonably object to and contest such compliance by Buyer.

#### Section 8.02 Further Assurances.

(a) Each party shall execute and deliver, or cause to be executed and delivered, all such other instruments and shall take all such other actions as the other party reasonably may request from time to time following the Closing in order to effectuate the transactions contemplated by the Agreement.

(b) Following the Closing, if Seller or the Trust receives any payments on account of the Receivables, or any other payments, assets or other items related to the Purchased Assets, which are part of the Purchased Assets (whether in Cash, Cash Equivalents or otherwise), Seller promptly shall (or use its commercially reasonable efforts to cause the Trust to) remit such payments, assets and items to Buyer. Seller hereby also authorizes Buyer following the Closing to endorse for deposit only in its name and collect for Buyer's account any checks received in payment of any accounts receivable included in the Purchased Assets, and any refunds of any deposits, prepaid expenses or similar amounts, which refunds are include in the Purchased Assets. Further, Seller shall notify and direct any and all parties that so remit any payment, asset or other item to Seller to remit any and all future payments, assets and other items to Buyer.

### **ARTICLE IX INDEMNIFICATION**

Section 9.01 Survival of Representations and Warranties. The representations and warranties of the parties contained in this Agreement and the certificates delivered pursuant hereto shall survive the Closing and shall continue in full force and effect for twelve (12) months following the Closing Date at which time such representations and warranties shall expire automatically, except that, in the case of claims premised on Fraud or claims for breach of the representations and warranties contained in Sections 3.06 (Title to Purchased Assets) and 3.12

(Taxes), Buyer's right to assert such claims shall survive until the expiration of the applicable statute of limitations therefor (such dates, as applicable, the "Termination Date"). Notwithstanding the foregoing, any claim for indemnification under the preceding sentence as to which the Indemnifying Party shall have received due written notification from the Indemnified Party pursuant to Section 9.06 within the applicable time period set forth in the preceding sentence shall survive until mutually resolved or otherwise determined hereunder, as applicable, and the survival of such claim for all purposes hereunder shall automatically be extended until such claim is so mutually resolved or otherwise determined hereunder. All covenants and undertakings of the parties contained in this Agreement which by their terms are to be performed after the Closing Date (and any claims for breach or nonperformance thereof) shall survive until fully discharged.

**Section 9.02 Indemnification by Seller.** Seller shall indemnify, defend and hold Buyer and each of its Affiliates, directors, officers and employees (collectively, "Buyer Indemnified Parties") harmless from and against all Damages imposed upon or incurred by any of them arising out of or resulting from any of the following (and any actions, suits, proceedings and judgments incident thereto):

(a) the failure of Seller to duly and timely pay, discharge or perform when due, any liabilities or obligations of Seller not expressly assumed by Buyer pursuant to this Agreement, whether disclosed or undisclosed;

(b) any inaccuracy of a representation or breach of a warranty made by Seller in this Agreement; and

(c) the breach of any covenant, undertaking or other agreement made by Seller set forth in this Agreement.

provided, however, that Seller shall not have any obligation hereunder with respect to any breach described in Section 9.02(a), unless a Buyer Indemnified Party shall have made a claim within the time periods specified in Section 9.01. The parties acknowledge and agree that the indemnification obligations of Seller under Sections 9.02(a) and (c) constitute affirmative indemnities which shall be enforceable by Buyer without reference to the existence of any breach or representation and warranty by Seller hereunder and notwithstanding any information set forth in the disclosure schedules hereto.

**Section 9.03 Tax Indemnity.** Seller shall indemnify, defend and hold the Buyer Indemnified Parties harmless from and against all Damages imposed upon or incurred by any Buyer Indemnified Party which arise out of or result from any Taxes of Seller or any Taxes relating to the operation of Sellers' business or the ownership of the Purchased Assets prior to the Closing, including, without limitation, any assessed sales and use Taxes by a Taxing Authority on transactions of the Sellers' business entered into by Seller prior to the Closing. The parties acknowledge and agree that the indemnification obligations of Seller under this Section 9.03 constitute an affirmative indemnity which shall be enforceable by Buyer without reference to the existence of any breach or representation and warranty by Seller hereunder and notwithstanding any information set forth in the disclosure schedules hereto.

Section 9.04 Indemnification by Buyer. From and after the Closing, Buyer shall indemnify, defend and hold Seller and each of its Affiliates, managers, officers and employees (collectively, “Seller Indemnified Parties”) harmless from and against all Damages imposed upon or incurred by any of them and which arise out of any of the following (and any actions, suits, proceedings and judgments incident thereto):

- (a) any inaccuracy of a representation or breach of a warranty made by Buyer in this Agreement;
- (b) the failure of Buyer to duly and timely pay, discharge or perform as and when due, any of the Assumed Obligations;
- (c) the ownership and operations of Buyer and the Purchased Assets after the Closing Date; and
- (d) the breach of any covenant, undertaking or other agreement made by Buyer set forth in this Agreement;

provided, however, that Buyer shall not have any obligation hereunder with respect to any breach described in Section 9.04(a), unless a Seller Indemnified Party shall have made a claim within the time periods specified in Section 9.01. The parties acknowledge and agree that the indemnification obligations of Buyer under Sections 9.04(b), (c) and (d) constitute affirmative indemnities which shall be enforceable by Seller without reference to the existence of any breach or representation and warranty by Buyer.

Section 9.05 Indemnification Procedures. If a claim (a “Claim”) for indemnification is to be made by a party (an “Indemnified Party”) against another party (the “Indemnifying Party”), the Indemnified Party shall give written notice to the Indemnifying Party promptly after the Indemnified Party becomes aware of any fact, condition, or event which gives rise to a Claim for which indemnification may be sought under Article IX as soon as practicable after such Indemnified Party becomes aware of any such fact, condition or event. If any lawsuit, enforcement action, demand or claim is brought or made by any third party (a “Third Party Claim”) against an Indemnified Party involving a matter for which the Indemnified Party is entitled to indemnification pursuant to this Article IX, written notice of such Third Party Claim shall be given promptly to the Indemnifying Party. Notwithstanding the foregoing, however, any failure or delay by the Indemnified Party to give any notice required by this Section 9.05 shall not limit the Indemnifying Party’s obligation hereunder to indemnify the Indemnified Party, except to the extent that the Indemnifying Party suffers actual prejudice as a result of such delay or failure. After such notice is given, the Indemnifying Party shall be entitled to assume and control the defense and investigation of such Third Party Claim and may employ and engage attorneys of its own choice reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s cost and expense; provided, that if there exists a material conflict of interest (other than one that is of a monetary nature) that would make it inappropriate for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel at the expense of the Indemnifying Party; provided, further, that the Indemnifying Party shall not be obligated to pay the reasonable fees, costs and expenses of more than one separate counsel for all Indemnified Parties, taken together. The Indemnified Party shall cooperate in all reasonable respects with the

Indemnifying Party and such attorneys in the investigation, trial and defense of such Third Party Claim, including any appeal arising therefrom. The Indemnified Party may, at its own cost, participate in the investigation, trial and defense of such Third Party Claim or any appeal arising from any such Third Party Claim and, in any event, the Indemnifying Party shall keep the Indemnified Party reasonably informed with respect to the progress thereof. In the event the Indemnifying Party does not accept the defense of any matter as provided above, the Indemnified Party shall have the right to defend against any such claim or demand and shall be entitled to settle any such claim or demand.

Section 9.06 Adjustment to Purchase Price. Amounts paid by Seller with respect to indemnification pursuant to this Article IX shall be treated as an adjustment to the Purchase Price paid by Buyer for the Purchased Assets, and appropriate adjustments in accordance with the provisions of Code Section 1060 shall be made to the allocation of the Purchase Price among the Purchased Assets which was made pursuant to Section 2.06.

Section 9.07 Limitation on Indemnification.

(a) Notwithstanding anything to the contrary in this Agreement, Seller shall not be obligated to indemnify any Buyer Indemnified Party for any Damages pursuant to Section 9.02(b) (other than Damages incurred as a result of breaches of any of the representations and warranties of Seller contained in Sections 3.02 (Authorization and Enforceability) and 3.06 (Title to Purchased Assets)) until the cumulative Damages that are incurred by the Buyer Indemnified Parties that are indemnifiable pursuant to Section 9.02(b) exceed [REDACTED] (the “Deductible Amount”) in the aggregate, and then only for the amount by which such aggregate Damages exceed the Deductible Amount in the aggregate.

(b) Notwithstanding anything to the contrary in this Agreement, the maximum aggregate amount of Damages for which indemnity may be recovered from Seller by any Buyer Indemnified Party pursuant to Section 9.02(b) for any and all breaches of representations and warranties shall be an amount equal to [REDACTED]

(c) It is the intention of the parties that an Indemnified Party shall be limited to a single recovery for the amount of any Damages it may incur hereunder and that such Indemnified Party shall not be entitled to seek or obtain multiple recoveries for Damages incurred in connection with the same events, facts or circumstances resulting in such Damages notwithstanding the fact that there may be more than one basis for recovering Damages hereunder (e.g., multiple breaches of representations and warranties). In determining the amount of indemnification due under this Article IX, all indemnification payments shall be reduced by the amount of any insurance proceeds to the extent actually recovered by and payable to such Indemnified Party; provided, however, that with respect to the Buyer Indemnified Parties, only the insurance proceeds received by the Buyer Indemnified Parties under insurance policies or proceeds included in the Purchased Assets shall be taken into account. Buyer Indemnified Parties will be obligated to submit to the applicable insurance carrier all coverable claims and pursue such claims against such insurance carrier in good faith, and will not abandon or compromise any such claim without the consent of Seller, which consent will not be unreasonably withheld.



Section 9.08 Materiality Disregarded. In determining the amount of Damages under this Article IX, materiality, material adverse effect and other similar qualifiers contained in any representation, warranty, covenant or agreement shall be disregarded.

Section 9.09 Definition of Damages. The term “Damages” as used herein means any and all actual costs, losses, liabilities, damages, lawsuits, claims, demands and expenses (whether or not arising out of Third Party Claims), including reasonable attorneys’ fees and costs (collectively, “Damages”) provided, however, that Damages shall not include punitive damages (other than any such damages payable to third parties) or damages based on lost profits, or consequential, indirect or speculative damages.

Section 9.10 Exclusive Remedy. Each party hereto hereby acknowledges and agrees that, from and after the Closing, its sole remedy relating to the Purchased Assets, the Assumed Obligations or the subject matter of this Agreement (other than claims for or in the nature of Fraud and claims for equitable remedies, including, without limitation, specific performance where applicable), shall be pursuant to the indemnification provisions of this Article IX. In furtherance of the foregoing, each party hereto hereby waives, from and after the Closing, to the fullest extent permitted by law, any and all other rights, claims, and causes of action it, he or she may have against the other party or its Representatives and Affiliates relating to the Purchased Assets, the Assumed Obligations or the subject matter of this Agreement (other than claims for or in the nature of fraud and claims for equitable remedies, including, without limitation, specific performance where applicable).

## **ARTICLE X MISCELLANEOUS**

Section 10.01 Expenses; Transfer Taxes. Seller shall pay (i) all costs and expenses attributable to the performance of, and compliance with, all agreements and conditions to be performed or complied with by Seller under this Agreement, including, without limitation, all Transaction Expenses, and fifty percent (50%) all applicable sales, transfer, excise, use, documentary stamps or any other similar Taxes which may be imposed on Seller by law in any jurisdiction or by any authority in connection with or arising from the sale and transfer of any of the Purchased Assets to Buyer contemplated hereunder (collectively, “Sales Taxes”), and (ii) Buyer shall pay all costs and expenses attributable to the performance of and compliance with, all agreements and conditions to be performed or complied with by Buyer under this Agreement (including, without limitation, all fees and expenses of Buyer’s legal counsel and accountants), and fifty percent (50%) of any Sales Taxes. For the avoidance of doubt, “Sales Taxes” do not include any income tax obligations of Seller.

Section 10.02 Entire Agreement; Amendment. This Agreement, including the exhibits and Schedules attached hereto (which exhibits and Schedules are incorporated herein by this reference) and the agreements entered into in connection with this Agreement shall constitute the complete and entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous oral and written negotiations and commitments and any other writings with respect to such subject matter. This Agreement cannot be modified or amended except in writing duly executed by the party to be bound thereby.

Section 10.03 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered personally; (b) the next day after being sent by a nationally-recognized overnight delivery service; (c) when sent by facsimile transmission, if the sending facsimile machine receives and prints a confirmation of receipt by the receiving facsimile machine; or (d) three Business Days after being deposited in the United States mail, certified and with proper postage prepaid, addressed as follows:

If to Seller:                   The Irwin and Sheila Allen Marital Trust  
16701 Peace Valley Lane  
Ramona, CA 92065  
Attention: Catherine Mathews, Trustee  
E-mail: Catmath99@yahoo.com

With a copy to:               Mitchell Silberberg & Knupp LLP  
11377 West Olympic Boulevard  
Los Angeles, California 90064  
Attention Phil Davis Esq.  
Facsimile No. (310) 231-8325  
E-mail: [pnd@msk.com](mailto:pnd@msk.com)

If to Buyer:                    Legendary Entertainment  
2900 W. Alameda Ave., 15th Floor  
Burbank, California 91505  
Attention: VP – Corporate Counsel  
Facsimile No: (818) 861-1901  
E-mail: [jmiller@legendary.com](mailto:jmiller@legendary.com)

Either party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other party in the manner provided in this section.

Section 10.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties hereto agree and acknowledge that delivery of a signature by facsimile or PDF shall constitute execution by such signatory.

Section 10.05 Severability. If any provision of this Agreement, as applied to any Person or to any circumstances, shall be adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement. In addition, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 10.06 Parties in Interest; Assignment. This Agreement and all of the provisions hereof shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto

without the prior written consent of the other party, except that: (x) Buyer may assign its rights under this Agreement, without the consent of Seller to: (a) any direct or indirect Subsidiary of Buyer or any Affiliate of Buyer, or (b) any successor to Buyer; provided, however, that (i) such successor shall expressly acknowledge in writing its assumption of Buyer's obligations hereunder and (ii) no such assignment and assumption shall relieve Buyer of responsibility for the performance of all of its obligations under this Agreement and (y) not earlier than the twelve (12) month anniversary of the Closing Date each of SPI and IAPLLC may assign its respective rights under this Agreement, without the consent of Buyer, in connection with the dissolution and liquidation of SPI or IAPLLC, as the case may be, to the equity owner(s) of SPI or IAPLLC as applicable; provided, however, that such equity owners as applicable shall expressly acknowledge in writing its assumption of the obligations hereunder of SPI and IAPLLC, as applicable. Upon any such assignment by Buyer, all references to "Buyer" in this Agreement shall be deemed to include Buyer's assignee or successor, as the case may be. Upon any such assignment by SPI or IAPLLC, all references to SPI, IAPLLC or the particular Seller in this Agreement, shall be deemed to include the assignee of SPI or IAPLLC, as applicable.

Section 10.07 No Waiver. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

Section 10.08 Interpretation. The headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. Unless the context of this Agreement expressly otherwise indicates, any singular term in this Agreement includes the plural, and any plural term includes the singular. If any term or condition of this Agreement is found to be ambiguous, the ambiguity shall not be construed against any one particular party and/or in favor of any one particular party, and such ambiguous language shall be in all cases construed as a whole according to its fair meaning. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." When used in this Agreement, the term "or" has, except as otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations, limited liability companies and partnerships and vice versa.

Section 10.09 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and their permitted assigns, any legal or equitable rights hereunder.

Section 10.10 Specific Performance. The parties agree if any of the provisions of this Agreement were or are not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages

would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

Section 10.11 Governing Law; Consent to Jurisdiction. This Agreement, and the respective rights, duties and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[END OF PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

"Buyer"

LEGEND PICTURES, LLC

By 

Name: Marlin Prager

Title: Chief Financial Officer

"SPT"

SPACE PRODUCTIONS, INC.

By \_\_\_\_\_

Name:

Title:

"IAPLLC"

IRWIN ALLEN PROPERTIES LLC

By \_\_\_\_\_

Name:

Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first above written.

"Buyer"

LEGEND PICTURES, LLC

By \_\_\_\_\_  
Name: Marlin Prager  
Title: Chief Financial Officer

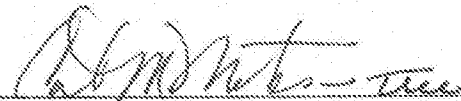
"SPI"

SPACE PRODUCTIONS, INC.

By  \_\_\_\_\_  
Name: Catherine M. Mathews, Trustee  
Title: President

"IAPLLC"

IRWIN ALLEN PROPERTIES LLC

By  \_\_\_\_\_  
Name: Catherine M. Mathews, Trustee  
Title: Manager

[Signature Page to Asset Purchase Agreement]

## SCHEDULE A - Properties

- *Lost in Space* (1960s TV Series) (the “Classic Lost in Space Series”) (SPI owns 100% of the copyright)
- *Lost in Space* (1998 Feature Film) (Owned by New Line Productions, Inc., SPI has only an ongoing participation interest - 5% of Adjusted Gross Receipts)
- *Lost in Space* (1971 Animated One-Hour Cartoon) (SPI owns 100% of the copyright)
- *Lost in Space* (Un-Aired 2004 TV Pilot) (Owned by Twentieth Century-Fox Film Corporation (“Fox”), SPI has only an ongoing participation interest)
- *Lost in Space Forever* (1998 TV Special) (Owned by SPI and New Line Productions, Inc.)
- *The Time Tunnel* (1960s TV Series) (the “Classic Time Tunnel TV Series”) (Fox and IAPLLC each own 50% of the copyright)
- *The Time Tunnel* (Un-Aired 2002 TV Pilot) (Fox and IAPLLC each owns 50% of the copyright)
- *Land of the Giants* (1960s TV Series) (Fox and IAPLLC each own 50% of the copyright)
- *Voyage to the Bottom of the Sea* (1961 Feature Film) (the “Voyage to the Bottom of the Sea Film”) (Fox owns 75% and IAPLLC owns 24% of the copyright)
- *Voyage to the Bottom of the Sea* (1960s TV Series) (the “Classic Voyage to the Bottom of the Sea Series”) (Fox and IAPLLC each own 50% of the copyright)
- *The Poseidon Adventure* (1972 Feature Film) (Owned by Fox, IAPLLC has only an ongoing participation interest) - IAPLLC has the right to approve any remakes, sequels or television series based on the feature film)
- *Poseidon* (2005 Feature Film) (Owned by Warner Bros., IAPLLC has only an ongoing participation interest - 1.75% of defined gross escalating to 2.5% of defined gross)
- *Beyond the Poseidon Adventure* (1979 Feature Film) (Owned by Warner Bros., IAPLLC has only an ongoing participation interest)
- *The Towering Inferno* (1974 Feature Film) (Owned by Fox (domestic) and Warner Bros. (international), IAPLLC has only an ongoing participation interest - 10% of Net Profits%)
- *The Swiss Family Robinson* (1970s TV Series) (Owned by Fox, IAPLLC has only an ongoing participation interest - 50% of Net Profits; IAPLLC has the right to approve any remakes, sequels)

- *Alice in Wonderland* (1985 TV Special) (Owned by Columbia Pictures Television, IAPLLC has only an ongoing participation interest)
- *Code Red* (1980s TV Series) (Owned by Columbia Pictures Television, IAPLLC has only an ongoing participation interest)
- *When Time Ran Out* (1980 Feature Film) (Owned by Warner Bros., IAPLLC has only an ongoing participation interest)
- *The Swarm* (1978 Feature Film) (Owned by Warner Bros., IAPLLC has only an ongoing participation interest)
- *The Lost World* (1960 Feature Film) (Owned by Twentieth Century Fox Film Corporation, IAPLLC has only an ongoing participation interest)
- *Five Weeks in a Balloon* (1962 Feature Film)
- *Time Travelers* (1976 TV Movie)
- *Flood!* (1976 TV Movie)
- *Fire!* (1977 TV Movie)
- *The Fantasy Worlds of Irwin Allen* (1995 TV Special)
- *City Beneath the Sea* (1971 TV Movie)
- *The Sea Around Us* (1953 Documentary Feature Film)
- *The Man from the 25<sup>th</sup> Century* (Un-Aired 1968 Pilot Presentation)
- *The Animal World* (1956 Documentary Feature Film)
- *The Big Circus* (1959 Feature Film)
- *The Story of Mankind* (1957 Feature Film)
- *Adventures of the Queen* (1975 TV Movie)
- *The Return of Captain Nemo* (1978 TV Movie)
- *Cave In!* (1983 TV Movie)
- *The Night the Bridge Fell Down* (1983 TV Movie)
- *Outrage!* (1986 TV Movie)
- *Aliens From Another Planet* (1982 TV Movie)



- *The Memory of Eva Ryker* (1980 TV Movie)
- *Hanging by a Thread* (1979 TV Movie)

## SCHEDULE B - Permitted Encumbrances

- Encumbrances pursuant to the Representation Agreements
- Pursuant to that certain letter agreement, dated as of January 1, 2001, by and between Space Productions (comprised of Space Productions, Inc., Red Skelton Productions, Inc. and Shelter Rock Productions, Inc.) and Fox, as amended by the Amendment No. 1 to the letter agreement, effective as of January 1, 2001, by and between Space Productions and Fox and the Amendment No. 2 to the letter agreement, dated as of February 10, 2014, by and between Synthesis Entertainment on behalf of Space Productions, Inc. and Twentieth Television, Inc. on behalf of Twentieth Century Fox Film Corporation (the letter agreement, as amended, the "Lost in Space Distribution Agreement"), Fox has the right to distribute the Classic Lost in Space Series for a term ending on December 31, 2033 and is entitled to a fee equal to 10% of the Net Profits in connection therewith
- Fox owns 50% (including the copyright) of the Classic Time Tunnel TV Series and has the right to distribute the Classic Time Tunnel TV Series
- Fox owns 50% (including the copyright) of *Land of the Giants* and has the right to distribute *Land of the Giants*
- Twentieth Century Film Corporation owns 76% (including the copyright) of the Voyage to the Bottom of the Sea Film
- Fox owns 50% (including the copyright) of the Classic Voyage to the Bottom of the Sea Series and has the right to distribute the Classic Voyage to the Bottom of the Sea Series
- There is an ongoing obligation to pay ABC one-third (1/3) of the net profits from the Classic Voyage to the Bottom of the Sea Series

### **SCHEDULE 3.03 - Consents**

- Pursuant to the Representation Agreements, IAPLLC and SPI are required to provide written notice to Synthesis Entertainment of the assignment of the respective Representation Agreements
- Buyer is required to agree in writing to Fox's rights and to assume and perform all of Synthesis Entertainment's and SPI's obligations in order for Synthesis Entertainment and SPI to assign the Lost in Space 2000 Agreement (as defined below)

### **SCHEDULE 3.08 - Intellectual Property Licenses**

- Representation Agreements
- Lost in Space Distribution Agreement

## SCHEDULE 3.09 - Contracts

- Representation Agreements

### Lost in Space

- Lost in Space Distribution Agreement
- Agreement, dated January 5, 1965, by and between Space Productions (a joint venture consisting of Jodi Productions, Inc. and Van Bernard Productions, Inc.) and Fox TV (the “Original Lost in Space Agreement”)
- Letter agreement, dated October 11, 1967, by and between Space Productions (a joint venture consisting of Jodi Productions, Inc. and Van Bernard Productions, Inc.) and Fox TV with respect to the Original Lost in Space Agreement
- Letter agreement, dated March 22, 1967, by and between Space Productions (a joint venture consisting of Jodi Productions, Inc. and Van Bernard Productions, Inc.) and Fox TV with respect to the Original Lost in Space Agreement
- Agreement, dated May 22, 1992, by and between Space Productions (a joint venture consisting of Irwin Allen Productions, Van Bernard Productions, Inc. and Shelter Rock Productions, Inc.) and Fox
- “Lost in Space” Rights and Executive Producer Agreement, dated as of November 15, 2000 (the “Lost in Space 2000 Agreement”), by and between Synthesis Entertainment f/s/o Kevin Burns and Jon Jashni and Space Productions, Inc., Red Skelton Productions, Inc. and Shelter Rock Productions, Inc., collectively doing business as Space Productions, on the one hand, and Fox, on the other hand, as amended by that certain Amendment No. 1 to Agreement and further amended by that certain Amendment No. 2 to Agreement, dated as of February 10, 2014.

### The Time Tunnel

- Rights and Executive Producer Agreement, dated as of November 15, 2000 (the “Irwin Allen Properties 2000 Agreement”), by and between Synthesis Entertainment f/s/o Kevin Burns and Jon Jashni and IAPLLC, on the one hand, and Fox, on the other hand
- Rights and Executive Producer Agreement, dated as of March 18, 2005 (the “Time Tunnel 2005 Agreement”), by and between Synthesis Entertainment f/s/o Kevin Burns and Jon Jashni and IAPLLC, on the one hand, and TVM Productions, Inc., a subsidiary of Fox Television Studios, Inc., on the other hand

### Land of the Giants

- Irwin Allen Properties 2000 Agreement

- Rights and Executive Producer Agreement, dated as of February 14, 2005 (the “Land of the Giants 2005 Agreement”), by and between Synthesis Entertainment f/s/o Kevin Burns and Jon Jashni and IAPLLC, on the one hand, and TVM Productions, Inc., a subsidiary of Fox Television Studios, Inc., on the other hand

#### Voyage to the Bottom of the Sea

- Irwin Allen Properties 2000 Agreement
- Letter Agreement, dated July 19, 1963, by and between Fox TV and Cambridge Productions, Inc. (the “Original VBS TV Agreement”)
- Notice of Assignment regarding the Original VBS TV Agreement, dated August 16, 1976, by Cambridge Productions, Inc.
- Production-Distribution Agreement, dated October 3, 1960, between Windsor Productions, Inc., as Producer, and Fox, as Distributor (the “Original VBS Production-Distribution Agreement”)
- Letter Agreement, dated March 30, 1962, between Windsor Productions, Inc. and Fox with respect to the Original VBS Production-Distribution Agreement

#### Poseidon Adventure

- “The Poseidon Adventure” Option Agreement Re: Consent, dated November 17, 2004, by and between Warner Bros. Pictures Inc. and IAPLLC

#### Towering Inferno

- [Agreements to be determined]

**SCHEDULE 7.03(c) - Obtained Consents**

- Assignment by Skelton Music (BMI) and Valentina Music (ASCAP) to Buyer with respect to all rights relating to the music (masters and compositions) contained in the Classic Lost in Space Series, including appropriate notices relating thereto.
- Assignment and direction by the Trust to Buyer with respect to all participations received directly by the Trust relating to “Poseidon Adventure” and “Towering Inferno”, including appropriate notices to Fox relating thereto.