

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swan II		05/18/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Swan Princess Partners
Street Address:	3625 Harrison Blvd
City:	Ogden
State/Country:	UTAH
Postal Code:	84403
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2232446	THE SWAN PRINCESS

CORRESPONDENCE DATA

Fax Number: (801)536-6111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 801.532.1234
 Email: ecf@parsonsbehle.com
 Correspondent Name: Margaret Niver McGann
 Address Line 1: 201 South Main Street, Suite 1800
 Address Line 4: SALT LAKE CITY, UTAH 84111

NAME OF SUBMITTER:	Margaret Niver McGann
Signature:	/Margaret Niver McGann/
Date:	12/02/2010

Total Attachments: 9

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**TRADEMARK
 REEL: 004424 FRAME: 0110**

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**Assignment, assumption
and Agreement of
Conveyance in liquidation of
Swan II, L.L.C.**

This Assignment, Assumption and Agreement of Conveyance in Liquidation of Swan II, L.L.C. is made this 18th day of May, 2010 by and between Swan Princess Partners, L.P., a Delaware limited partnership (the "Partnership") and Swan II, L.L.C., a Delaware limited liability company (the "Company"), with reference to the following facts and circumstances.

WHEREAS, the Partnership is the sole Member of the Company, which was formed to develop, produce, distribute and otherwise exploit a feature-length animated motion picture entitled "The Swan Princess – Escape from Castle Mountain" (the "Sequel"); and

WHEREAS, the Sequel is based upon the motion picture entitled "The Swan Princess" (the "Picture"), which was developed, produced and distributed by the Partnership (the Picture and the Sequel are referred to herein collectively as the "Pictures"); and

WHEREAS, the Company acquired the rights to the Sequel and certain other rights in the Picture from the Partnership pursuant to that certain Sequel Agreement dated as of March 17, 1996 (the "Sequel Agreement"); and

WHEREAS, pursuant to Article XIII of the Limited Liability Company Agreement of Swan II, L.L.C. dated as of January 11, 1996 (the "Agreement"), upon termination and dissolution of the Company all Intellectual Property (as defined therein) shall be distributed to the Partnership, and all other assets of the Company shall be distributed to its Members as set forth therein; and

WHEREAS, the Partnership as Manager and sole Member has determined to terminate and liquidate the Company and to acquire all of the Company's Intellectual Property and other remaining assets and assume certain of its obligations as set forth herein;

NOW THEREFORE, in consideration of the premises and covenants and conditions herein contained, the Partnership and the Company hereto agree as follows:

1. **Defined Terms.** For purposes of this Agreement, the following terms shall have the following definitions:

(a) **Characters** shall mean any of the characters in any of the Pictures, including but not limited to Prince Derek, Princess Odette, Rothbart, Jean-Bob, Queen Uberta, Lord Rogers, Bromley, Chamberlain, Speed and Puffin.

(b) **Copyrights** shall mean all of the copyrights, and applications and registrations therefor, relating to any of the Pictures, including those that have been registered by

the Partnership or the Company in the United States.

- (c) **Songs** shall mean any songs used in connection with any of the Pictures, including without limitation those titled This Is My Idea; Practice, Practice, Practice; No Fear; Far Longer Than Forever; Princesses On Parade; and No More Mr. Nice Guy.
- (d) **Territory** shall mean the universe.
- (e) **Trademarks** shall mean all of the trademarks, logos, service marks, slogans and tradenames, and applications and registrations therefor, relating to the any of Pictures, including those that have been registered by the Company or the Partnership in the United States.
- (f) **Assumed Obligations** shall mean all of the rights privileges, covenants and obligations of the Company pursuant to the following:
 - (i) That certain license agreement (the "Swan 2 Distribution Agreement") dated as of January 3, 1996, as amended May 12, 1997, October 20, 1997 June 1, 1998 and February 15, 2002 between Sony Pictures Home Entertainment Inc. ("SPHE") and the Company c/o Rich Animation, pertaining to SPHE's acquisition of certain rights to the Sequel;
 - (ii) That certain license Amendment dated as of May 5, 2008 by and among SPHE, the Company, the Partnership and Swan III, L.L.C., a Delaware limited liability company;
 - (iii) That certain Amendment to Instrument of Transfer Swan Princess II dated as of September 9, 2008 executed by the Company in favor of SHPE; and
 - (iv) That certain Instrument of Transfer dated as of January 3, 1996 by and between the Company and Columbia Tristar Home Video (international) Inc. in connection with the Swan 2 Distribution Agreement.

2. **Transfer of Rights.** Effective as of the date hereof, the Company hereby conveys, assigns, transfers and grants to the Partnership all right, title and interest in and to all assets and property owned by it as of the date hereof, including without limitation all real property, tangible personal property and intangible personal property, specifically including (without limitation) the Copyrights and the Trademarks, artwork, and other intellectual property embodied in the Pictures, (collectively, the "Rights"), to develop, produce, advertise, promote, distribute on a sale or rental basis, exhibit, broadcast or otherwise use, exercise and exploit ("Exploit") the Pictures in any and all media whether now known or hereafter devised by any and all means and methods now known or hereafter devised, in perpetuity throughout

the Territory. The Rights include, without limitation:

- (a) the right to develop and produce sequels to the Pictures;
- (b) the right to collect all rents, royalties, profit distributions and other payments of any kind whatsoever
- (c) the right to utilize, duplicate and modify the Characters;
- (d) the right to copy, duplicate and utilize (in whole or in part) any of the Songs;
- (e) the right to utilize the names and styles attributed to the Characters in any of the Pictures;
- (f) the right to reproduce, republish and copy any of the artwork, scenery, color or style embodied in any of the Pictures;
- (g) the right to advertise, promote, distribute, reproduce, and otherwise exploit the Pictures for viewing by the public in theaters and including, without limitation, the right to enter into rentals, leases, licenses and sublicenses in any theater, or other places of public viewing, without regard as to how the Pictures are distributed to theaters (e.g., on any and all sizes and gauges of film, tape or disc, or distribution to theaters by any other means, whether now known or hereafter known or devised, including, without limitation, by any Transmission Means, as defined below);
- (h) the right to advertise, promote, distribute (including, without limitation, the right to enter into rentals, leases, licenses and sublicenses), reproduce, and otherwise exploit the Pictures in Non-Theatrical Markets, as defined below, by any and all means, whether now known or hereafter known or devised (including, without limitation, by any Transmission Means, as defined below). "Non-Theatrical Markets" means and includes airlines, educational and institutional facilities (including, without limitation, schools, libraries, hospitals, and nursing homes), religious organizations and facilities (e.g., churches), Red Cross facilities, oil rigs and oil fields, public transportation, corporate locations, ships at sea flying the flag of a country in the Territory or which are serviced from within the country of such flag, governmental bodies (including, without limitation, embassies, military and armed services installations, bases, and vessels, and all other governmental facilities flying the flag of the Territory), hotels, motels, prisons, and all other locations, institutions, and/or forms of transportation, not primarily engaged in the business of exhibiting motion pictures, where the Picture is exploited before an audience;
- (i) the right (as applicable) to manufacture, advertise, promote, distribute, reproduce, and otherwise exploit the Pictures by any basis (including, without limitation, by sale,

rental or subscription), whether directly or through licensees, retailers, agents or sublicensees, in all languages, versions, and sizes, utilizing any media (including, without limitation, interactive media and multi-media), on all forms, formats of video devices, and resolutions now known or hereafter known or devised, including, without limitation, all Videogram, Electronic Sell-Through, and Video-On-Demand, delivered by any and all Transmission Means (as all such terms are defined below). "Videogram" shall mean any and all video devices now known or hereafter known or devised, including, without limitation, any and all forms, formats and sizes of videocassette, cartridge, phonogram, tape, video disc, laser disc, 8mm recording, DVD (including, without limitation, standard, down-res and high definition [e.g., Blu Ray and HD DVD]), DVD-ROM, internet access-ready DVD, CD-I and CD-ROM, Video Compact Disc, UMD or other game console or game device medium, memory stick, memory card, any and all forms of embedding, computer hard drive or microprocessor, including, without limitation, any of the foregoing created by a kiosk or interactive terminal capable of creating a copy of the Pictures for consumer use, together with any other form or format of audio-visual recording or storage medium, now known or hereafter devised. "Electronic Sell Through" including, without limitation, so-called "digital sell-through", "download-to-own", "download-to-burn", and "on-demand retention licensing" shall mean the embodiment of the Pictures in any intangible or electronic form now known or hereafter devised (including, without limitation, as software or an electronic audio-visual file), which permits an unlimited number of viewings or unlimited retention by the viewer and which is delivered by any Transmission Means. "Video-on-Demand" including, without limitation, so-called "electronic rental", "download-to-rent", and "digital rental", shall mean the exploitation of the Pictures on a rental, subscription or free basis (including ad-supported or as part of basic programming) for private viewing in any venue (including, without limitation, residences and hotels) which is delivered by any Transmission Means and which is either: (i) in a mode whereby the viewer may elect to start each exhibition at a time chosen by the viewer (including, without limitation, so-called "subscription video-on-demand", "free video-on-demand", and "basic video-on-demand"); or (ii) "pay-per-view" (including, without limitation, so-called "near video-on-demand" and "subscription pay-per-view") which shall mean exhibition of the Pictures, by way of any Transmission Means, over a service whereby the viewer may choose from a selection of programs with exhibition times chosen and offered by the service provider;

- (j) the right to advertise, promote, distribute, reproduce, and otherwise exploit the Pictures by means of a linear, scheduled television signal at exhibition times chosen by the service provider (e.g., broadcaster), either encrypted or unencrypted, and delivered by any Transmission Means ("Television"). Television Rights include, without limitation, the right to exploit the Picture via Pay Television and Free Television, as all are defined below. "Pay Television" shall mean Television exhibition for which the viewer pays a premium subscription fee for the right to view programming transmitted (e.g., HBO). "Free Television" means: (i) Television exhibition transmitted free to the public and primarily broadcast via digital or analog broadcast signal, whether network stations or independent stations, which exhibition is primarily supported by advertisement revenues and sponsorships; and (ii)

Television exhibition in respect of which the viewer pays a subscription fee for the privilege of receiving such service together with other program services [other than Pay Television services] and which exhibition is primarily supported by advertisement revenues and sponsorships (i.e., so called "basic television"); and

(k) the right to transfer or license any of the Rights.

"Transmission Means" shall mean any form of intangible, traditional, digital, or electronic transmission methods now known or hereafter devised including, without limitation, downloading and streaming, by means of the internet, worldwide web, internet protocol or so-called "broadband" or "on-line" delivery, telephone, fiber optics, power lines, wireless (including, without limitation, mobile, cellular, radio and microwave technologies), MDS, UMTS, closed circuit, analog or digital signal via UHF/VHF broadcast, satellite, cable, CATV, MMDS, SMATV, MATV, DBS, TVRO, and every other form of transmission, now known or hereafter devised, to any device, now known or hereafter devised (including, without limitation, a television, computer, cell phone, personal or digital assistant or game device).

"Video Levies" shall mean the right to collect and/or receive levies or other charges collected under operation of law with respect to the Picture on account of the sale of Videograms or the rental of Videograms.

3. **Assumed Obligations.** The Partnership hereby assumes the obligations of the Company in any of the Assumed Obligations, including the obligations to make any payments required to be made to any performing rights society, music publishers or any body or group representing authors, musicians, composers, artists or to any other participants in the production of the Pictures or to other persons having legal or contractual rights to participate in the receipts of the Pictures, to the extent such payments are currently the responsibility of the Company, and the Company shall have no responsibility or liability with respect to any such payments.

4. **Representations, Warranties and Covenants of the Company.** the Company represents, warrants and covenants to the Partnership as follows:

(a) the Company has the power and authority to enter into this Agreement and to perform the duties and obligations described herein.

(b) the Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power to own, lease and operate its assets, properties and business and to carry on its business as now conducted. This Agreement is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) the Company is the sole owner of the Sequel and the Rights, subject only to the rights conveyed in the Assumed Obligations.

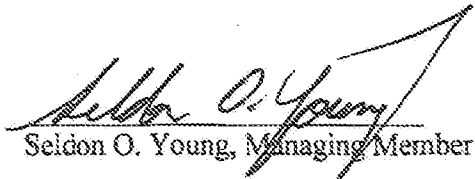
5. **Representations, Warranties and Covenants of the Partnership.** The Partnership represents, warrants and covenants to the Company as follows:

- (a) The Partnership has the power and authority to enter into this Agreement and to perform the duties and obligations described herein. The Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power to own, lease and operate its assets, properties and business and to carry on its business as now conducted, and to assume the responsibilities of the Company pursuant to the Assumed Obligations.
- (b) This Agreement is the legal, valid and binding obligation of the Partnership, enforceable against the Partnership in accordance with its terms.
- (c) Any payments required to be made to any performing rights society, music publishers or any body or group representing authors, musicians, composers, artists or to any other participants in the production of the Pictures or to other persons having legal or contractual rights to participate in the receipts of the Pictures, to the extent such payments are currently the responsibility of the Company, will be made by the Partnership and the Company shall have no responsibility or liability with respect to any such payments.
- (d) Nothing contained herein shall be deemed to create a relationship of partnership, joint venture, agency, fiduciary or employment between the parties.
- (e) This Agreement sets forth the entire understanding of the parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them.
- (f) No waiver of any default or breach of this letter agreement by either party shall be deemed a continuing waiver or a waiver of any other breach or default, no matter how similar.
- (g) This Agreement shall be interpreted and construed under, and governed by, the laws of the State of Utah.
- (h) This Agreement may not be changed, modified, amended or supplemented, except in a writing signed by both parties.
- (i) Nothing herein contained shall be binding upon the parties until a copy of this Agreement has been executed by an officer of each party and has been delivered to the other party.
- (j) Section headings are inserted herein for convenience only and do not constitute a part of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

THE COMPANY

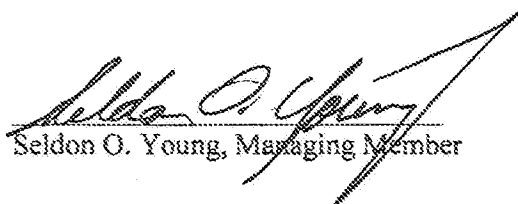
Swan II, L.L.C.,
A Delaware limited liability company


Seldon O. Young, Managing Member

THE PARTNERSHIP

Swan Princess Partners, L.P.,
A Delaware limited partnership

By: Swan, L.L.C., its General Partner


Seldon O. Young, Managing Member

**CONSENT OF SOLE MEMBER
AND
TERMINATION AND DISSOLUTION AGREEMENT
OF
SWAN II, L.L.C.**

This Consent of Sole Member and Termination and Dissolution Agreement (the "Termination") is made by SWAN PRINCESS PARTNERS, L.P. ("Swan PP"), in its capacity as Manager and Sole Member of SWAN II, L.L.C., a Delaware limited liability company, as of the 18th day of May, 2010.

WITNESSETH, That:

WHEREAS, Swan PP is the Manager and Sole Member of Swan II, L.L.C. (hereinafter referred to as the "Company");

WHEREAS, by execution below, Swan PP is consenting to this Termination and Dissolution Agreement in its capacity of Manager and Sole Member of the Company;

WHEREAS, Swan PP has determined that the Company should be dissolved and hereby approved such dissolution in accordance with Article XIII of the Limited Liability Company Agreement of Swan II, L.L.C., dated as of January 11, 1996 (the "LLC Agreement"); and

WHEREAS, all of the known debts, liabilities, and obligations of the Company have been paid and discharged in full or reasonably adequate provision therefor has been made, and all of the remaining Intellectual Property (as defined in the LLC Agreement) has been distributed to Swan PP in accordance with Article XIII Section 3(b) of the LLC Agreement, and all other property and assets of the Company have been distributed to Swan PP in accordance with the terms and conditions of Article XIII Section 3(c) of the LLC Agreement, and therefore Swan PP desires to dissolve and terminate the Company in accordance with the terms and provisions of the LLC Agreement and in accordance with the laws of the State of Delaware.

NOW, THEREFORE, for and in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Swan PP hereby agrees as follows:

1. Dissolution of the Company. Swan PP hereby elects and agrees that the Company is hereby terminated and dissolved as of the date hereof, and agrees to take all other actions necessary to effect the termination of the Company and hereby agrees to execute, deliver and file a certificate of cancellation of the certificate of formation of the Company with the Secretary of State of the State of Delaware.
2. Distribution of Company Assets. Swan PP affirms hereby that:
 - a. Any and all debts, liabilities and obligations of the Company have been paid and discharged in full.

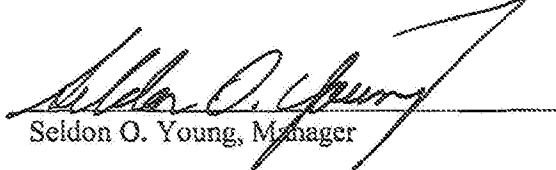
- b. The Intellectual Property of the Company has been distributed to Swan PP in accordance with the terms and provisions of the LLC Agreement.
- c. The remaining non-Intellectual Property assets of the Company have been distributed to Swan PP as the sole Member in accordance with the terms and provisions of the LLC Agreement.

3. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the undersigned and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, Swan PP, being the Manager and Sole Member of the Company, has caused this Consent of Sole Member and Termination and Dissolution Agreement to be duly executed as of the date first set forth above, which shall be the effective date hereof.

Swan Princess Partners, L.P.,
a Delaware limited partnership

By: Swan, L.L.C.,
a Utah limited liability company,
its General Partner


Seldon O. Young, Manager