

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
Starz Media, LLC		01/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Film Roman, LLC		
Street Address:	2950 North Hollywood Way		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3257660	FILM ROMAN	
CORRESPONDENCE DATA			
Fax Number:	(303)298-0940		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-299-8424		
Email:	bwolf@sah.com		
Correspondent Name:	Brian T. Wolf		
Address Line 1:	633 17th Street, Suite 3000		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Brian T. Wolf		
Signature:	/Brian T. Wolf/		
Date:	02/10/2011		

CH \$40.00 3257660

Total Attachments: 8

900184035

**TRADEMARK
 REEL: 004476 FRAME: 0355**

source=IP Assignment redacted#page1.tif
source=IP Assignment redacted#page2.tif
source=IP Assignment redacted#page3.tif
source=IP Assignment redacted#page4.tif
source=IP Assignment redacted#page5.tif
source=IP Assignment redacted#page6.tif
source=IP Assignment redacted#page7.tif
source=IP Assignment redacted#page8.tif

INTELLECTUAL PROPERTY AND DEVELOPMENT RIGHTS CONTRIBUTION AGREEMENT

THIS INTELLECTUAL PROPERTY AND DEVELOPMENT RIGHTS CONTRIBUTION AGREEMENT (this "IP Contribution Agreement") dated as of January 27, 2011 is entered into by and between Starz Media, LLC, a Delaware limited liability company ("Starz Media") and Film Roman, LLC, a Delaware limited liability company ("Film Roman").

RECITALS

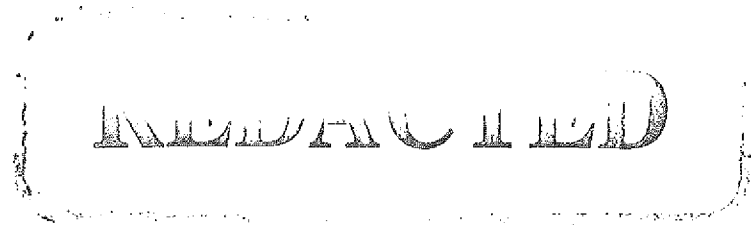
- A. Starz Media is the sole member of Film Roman.
- B. Starz Media has agreed to contribute, convey, transfer and assign to Film Roman, among other assets, certain intellectual property of Starz Media, and has agreed to execute and deliver this IP Contribution Agreement, for making such transfers and recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the US Patent and Trademark Office and the US Copyright Office.
- C. The parties to this IP Contribution Agreement deem it to be in their respective best interests for them to document the contributions contemplated herein.

AGREEMENT

In consideration of the mutual covenants contained in this IP Contribution Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Contribution and Assignment. Starz Media hereby irrevocably contributes, conveys, transfers and assigns to Film Roman all of Starz Media's present and future right, title and interest in and to the following (collectively, the "IP Assets") in perpetuity and throughout the universe, in any and all media now known or hereafter devised:
 - (a) the patents and patent applications set forth in Attachment F(1) hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
 - (b) the trademark registrations and applications set forth in Attachment F(1) hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof;
 - (c) the domain registrations set forth on Attachment F(1) hereto;
 - (d) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Attachment F(2) hereto and all issuances, extensions and renewals thereof;

- (e) all rights or interests of any kind whatsoever of Starz Media whether heretofore or hereafter existing, forever and throughout the universe, and in any and all media whether now known or hereafter devised, in and to all of the development projects listed on Attachment F(2), including, without limitation, all ideas, suggestions, themes, plots, stories, characterizations, dialogue, artwork, titles, models, props, drawings, designs, background designs, storyboards, animation cels, computer models, computer software, and other materials of whatsoever kind or nature, whether in writing or not in writing owned or licensed by Starz Media in connection therewith, together with any pre-existing material and any rights therein upon which the projects are based, and all other material, whether or not in writing, at any time heretofore or hereafter created or contributed by any person employed by Starz Media which in any way relate to the projects or to the materials on which the projects will be based, and all copyrights, trademarks and other intellectual and proprietary rights whatsoever in connection therewith, and the rights granted to Starz Media in any underlying agreements related to the projects;



- (g) all rights of any kind whatsoever of Starz Media accruing under any of the IP Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the IP Assets; and
- (i) any and all claims, with respect to any of the IP Assets, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Such contribution is made on an "as is, where is" basis, without representation or warranty of any kind. Without limiting the foregoing, ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES WITH RESPECT TO TITLE TO THE IP ASSETS.

For purposes of this IP Contribution Agreement, "Intellectual Property" means all domestic and foreign (i) patents and patent applications (including all provisional, divisions, continuations, continuations in part, and reissues), patentable inventions, and business methods; (ii) registered and unregistered fictional business names, trade names, trademarks, service marks, and registered domain names and all applications with respect to any of the foregoing; (iii) registered and unregistered copyrights in both published works and unpublished works and copyrightable subject matter, including software; (iv) know-how, trade secrets, customer lists, software, technical information, data, process technology, plans, drawings, and blueprints; (v) copies and tangible embodiments of the foregoing (in whatever form or medium), (vi) licenses and other rights to any of the foregoing; and (vii) related ownership, use and other intellectual property and intangible asset rights in and to any of the foregoing (including the right to sue for past, present and future infringements or misappropriations thereof).

2. Assumption. Film Roman hereby accepts and assumes all of Starz Media's right, title and interest in and to the IP Assets, including all liabilities, obligations or duties arising under or related to the IP Assets, whether arising before or after the date of this Agreement.
3. Further Assurances. Upon request by Film Roman, Starz Media agrees to provide Film Roman with such further reasonable assistance as may be necessary to more effectively convey to and to confirm Film Roman's title in and to the IP Assets, including but not limited to executing, delivering, and recording other instruments of transfer, conveyance and assignment.
4. Remedies. Starz Media's sole remedy for any breach by Film Roman of any of its rights or obligations under this Agreement shall be an action at law to recover money damages, and Starz Media acknowledges that such damages are fully adequate to compensate Starz Media in the case of any breach hereof by Film Roman, and Starz Media shall in no event have any right to terminate this Agreement or seek or be entitled to rescission, injunctive or other equitable relief or any right to enjoin, restrain or otherwise impair in any manner the production, distribution, advertising or other use or exploitation whatsoever of the IP Assets.
5. Recordation. Starz Media authorizes the Commissioner of Patents and Trademarks, the Register of Copyrights and any other national, federal and state government officials, and the corresponding entities or agencies in any applicable foreign countries, to record and register this IP Contribution Agreement upon request by Film Roman and to record Film Roman as the assignee and owner of the IP Assets that have been registered.

6. Amendment. This IP Contribution Agreement may be amended only by an instrument in writing signed by both parties hereto.
7. Counterparts. This IP Contribution Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Contribution Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Contribution Agreement.
8. Governing Law. This IP Contribution Agreement shall be governed by the laws of the State of Delaware.
9. Effective Date and Time. The contributions made hereunder will be effective at 11:35 a.m. mountain time on January 27, 2011.

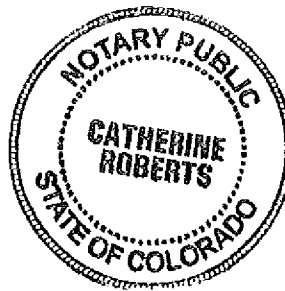
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this IP Contribution Agreement as of the date first above written.

Starz Media, LLC

By *Glenn E. Curtis*
Name: Glenn E. Curtis
Title: Executive Vice President
Address for Notices:

State of COLORADO
County of DOUGLAS ss:



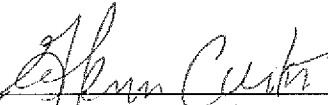
Before me personally appeared said GLENN E. CURTIS and acknowledged the foregoing instrument to be his free act and deed this 24TH day of JANUARY, 2011.

Catherine Roberts
(Notary Public)

My Commission Expires 5/3/13

AGREED TO AND ACCEPTED:

Film Roman, LLC

By 

Name: Glenn E. Curtis

Title: CEO and COO

Address for Notices:

ATTACHMENT F(1): PATENTS, TRADEMARKS, DOMAIN REGISTRATIONS

Patents:

(1) NONE

Trademark Registration:

(1) Film Roman
Standard character mark
Registration #: 3257660
IC: 035; 041 & 042
Owner: Starz Media, LLC

Domain Registrations:

(1) NONE

ATTACHMENT F-2: COPYRIGHTS & PROJECTS

REDACTED

BUS_RE13807249.2

RECORDED: 02/10/2011

TRADEMARK
REEL: 004476 FRAME: 0364