

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barrett Productions, Inc.		09/03/2008	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77414472	FLY FISHING THE WORLD	
Serial Number:	77414475	FLY FISHING THE WORLD	
Serial Number:	77414477	FLY FISHING AMERICA	
Serial Number:	77414485	FLY FISHING AMERICA	
Serial Number:	77414854	DESTINATION OUTDOORS	
Serial Number:	77414488	DESTINATION OUTDOORS	
Serial Number:	77414492	TERRA TRAVERSE	
Serial Number:	77414493	TERRA TRAVERSE	
Serial Number:	77414863	INSIDE AMERICA'S NATIONAL PARKS	
Serial Number:	77414871	INSIDE AMERICA'S NATIONAL PARKS	
Serial Number:	77548178	UNTOUCHED AMERICA	
Serial Number:	77548183	UNTOUCHED AMERICA	
CORRESPONDENCE DATA			

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Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-2517
Email: Faith.Robinson@skadden.com
Correspondent Name: M. Oren Epstein, Esq.
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2042
NAME OF SUBMITTER:	M. Oren Epstein
Signature:	/oe/
Date:	09/11/2008

Total Attachments: 20

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
(First Lien)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 3, 2008, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("*CS*"), as collateral agent (together with its successors in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, INTERMEDIA OUTDOORS, INC., a Delaware corporation, has entered into a Senior Secured Credit Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "*Credit Agreement*") with the Lenders from time to time party thereto, and CS, as Administrative Agent, as Swing Line Lender, as an L/C Issuer and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 31, 2007 made by the Grantor and such other Persons in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "*Additional Collateral*") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of such Grantor's Obligations:

(a) all letters patent of the United States, any other country or any political subdivision thereof, including, without limitation, those listed on Schedule A hereto, all reissues and extensions thereof and all goodwill associated therewith, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, those listed on Schedule A hereto, (c) all rights to obtain any reissues or extensions of the foregoing and all improvements thereto, and (d) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any patent, including, without limitation, the right to manufacture, use or sell any invention covered in whole or in part by a patent, including, without limitation, those listed on Schedule A hereto, (collectively, "*Patents*");

i. (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and re-cording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those listed on Schedule B hereto together with (b) any and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present and future infringements thereof, together, in each case, with the goodwill symbolized thereby (collectively, "**Trademarks**");

ii. (a) all copyright rights in any work subject to the copyright laws of the United States or any other country (including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof), whether as author, assignee, transferee or otherwise, whether registered or unregistered and whether published or unpublished and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the U.S. Copyright Office including, without limitation, those listed on Schedule C hereto, and all (i) rights and privileges arising under applicable Laws with respect to such Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to collect for past, present or future infringements thereof (collectively, "**Copyrights**");

iii. all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (collectively, "**Computer Software**");

iv. all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedules A, B and C hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

v. all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

vi. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

vii. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

provided that no United States intent-to-use trademark or service mark application shall be included in the Additional Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Collateral Agent and shall be included in the Additional Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations of such Grantor and would be owed by such Grantor to any Secured Party under the Loan Documents and any Secured Hedge Agreements but for the fact that any such Obligation is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

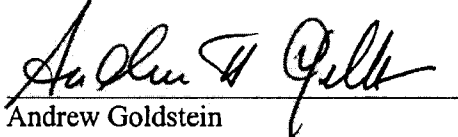
SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BARRETT PRODUCTIONS, INC.

By: 
Name: Andrew Goldstein
Title: Vice President and Chief Financial Officer

Address for notices:
512 7th Avenue, 11th Floor,
New York, NY 10018
Attention: Willy Burkhardt, EVP

SCHEDULE A

PATENTS

None

SCHEDULE B

TRADEMARKS

Trademark	Class/Description Of Goods/Services	Application Date	Application No.	Status
FLY FISHING THE WORLD	<u>Class 9</u> : Pre-recorded Video Tapes and DVDs Featuring a Series of Programs on Fly Fishing	March 6, 2008	77/414,472	Pending
	<u>Class 41</u> : Multimedia Production of Entertainment Programming Featuring Outdoor Activities	March 6, 2008	44/414,475	Pending
FLY FISHING AMERICA	<u>Class 9</u> : Pre-recorded Video Tapes and DVDs Featuring a Series of Programs on Fly Fishing	March 6, 2008	77/414,477	Pending
	<u>Class 41</u> : Production of Entertainment Programming Featuring Outdoor Activities	March 6, 2008	77/414,485	Pending
DESTINATION OUTDOORS	<u>Class 9</u> : Pre-recorded Video Tapes and DVDs Featuring a Series of Programs on Outdoor Activities	March 6, 2008	77/414,854	Pending
	<u>Class 41</u> : Multimedia Production of Entertainment Programming Featuring Outdoor Activities	March 6, 2008	77/414,488	Pending
TERRA TRAVERSE	<u>Class 9</u> : Pre-recorded Video Tapes and DVDs Featuring a Series of Programs on an Endurance Competition	March 6, 2008	77/414,492	Published
	<u>Class 41</u> : Multimedia Production of Entertainment Programming Featuring Outdoor Activities	March 6, 2008	77/414,493	Pending
INSIDE AMERICA'S NATIONAL PARKS	<u>Class 9</u> : Pre-recorded Video Tapes and DVDs Featuring a Series of Programs on Areas In and Surrounding Various National Parks	March 6, 2008	77/414,863	Pending
	<u>Class 41</u> : Multimedia Production of Entertainment Programming Featuring Areas In and Surrounding Various National Parks	March 6, 2008	77/414,871	Pending
UNTOUCHED AMERICA	<u>Class 9</u> : Pre-Recorded Video Tapes and DVDs Featuring a Series of Programs on Natural and Protected Lands, Environmental Conservation,	Aug. 15, 2008	77/548,178	Pending

Trademark	Class/Description Of Goods/Services	Application Date	Application No.	Status
	and Outdoor Activities			
	Class 41: Multimedia Production of Entertainment Programming Featuring Natural and Protected Lands, Environmental Conservation, and Outdoor Activities	Aug. 15, 2008	77/548,183	Pending

NOTE: The foregoing trademarks have not yet been registered with the U.S. Patent and Trademark Office, but all the listed applications have been examined and several Office Actions have been issued. The Trademark Office has requested minor amendments to the descriptions of services for each Class 41 application listed above. A response agreeing to the amendment regarding the TERRA TRAVERSE, DESTINATION OUTDOORS, and INSIDE AMERICA'S NATIONAL PARKS applications has been communicated to the Examining Attorney, and the Trademark Office has issued Examiner's Amendments amending the applications accordingly.

The Examining Attorney has also requested disclaimers of the term "OUTDOORS" regarding both applications to register the DESTINATION OUTDOORS mark and disclaimers of the words "AMERICA'S NATIONAL PARKS" regarding both applications to register the INSIDE AMERICA'S NATIONAL PARKS marks. Barrett Productions, Inc. has agreed to these disclaimers, and the Trademark Office has issued Examiner's Amendments amending the applications accordingly.

The Trademark Office has also refused registration of the FLY FISHING THE WORLD mark in Classes 9 and 41 based on alleged descriptiveness of the mark. Barrett Productions, Inc. has filed Section 2(f) declarations based on the acquired distinctiveness of this mark in order to overcome these refusals and has also amended the Class 41 description of services.

Lastly, the Examining Attorney has rejected the FLY FISHING AMERICA trademark applications in Classes 9 and 41 based on alleged descriptiveness as well as an alleged likelihood of confusion with the following trademark application:

FLY FISH AMERICA owned by Angling Publications, LLC for "magazines in the field of fly fishing" in Class 16 and "computer services, namely, providing on-line magazines and archived magazine articles in the field of fly fishing" in Class 42.

Barrett Productions, Inc.'s response is due by December 20, 2008. Rather to respond now, however, the Barrett Productions, Inc. will wait to see if the Angling Publications registration is maintained. Angling Publications was required to make a filing by August 26, 2008 or its registration was scheduled to expire. If the registration expired, it will no longer block Barrett Productions, Inc.'s application. If Angling Publications did make the filing and maintain its registration, then Barrett Productions, Inc. will argue that the two marks can coexist without confusion on the trademark register – as they have done in the real world for almost ten years – and Barrett Productions, Inc. will file Section 2(f) declarations in order to overcome the descriptiveness refusals for the FLY FISHING AMERICA marks. Angling Publications cannot sue Barrett Productions, Inc. for trademark infringement because Barrett Productions, Inc.'s use of FLY FISHING AMERICA predates Angling Publications' use of FLY FISH AMERICA by roughly four and a half years.

In response to Barrett Productions, Inc.'s recent or upcoming communications and filings, the Trademark Office may issue new office actions with respect to the trademarks and then Barrett Productions, Inc. would have six months to respond to them.

The trademark applications for the UNTOUCHED AMERICA mark have not yet been examined by the Trademark Office and are subject to refusals based on alleged descriptiveness and likelihood of confusion with prior registrations.

In addition, the following is a complete and accurate list of all material audiovisual works owned by Barrett Productions, Inc. Certain intellectual property rights owned by Barrett Productions, Inc., including trademark rights are described therein.

LIBRARY OF BARRETT PRODUCTIONS, INC.				
Series	Date	Contracting Party	Nature of Agreement	Rights
OH CANADA	2008 (currently in production)	Discovery Communications, Inc.	Oral agreement (work-for-hire)	Discovery Communications owned rights: Exclusive distribution rights and interest to the programs; show title
America the Beautiful	2008 (currently in production)	Discovery Communications, Inc.	Oral agreement to deliver 4 episodes in 2008; written coproduction agreement never signed	Discovery Communications owned rights: Domestic rights (as long as series running on the Travel Channel), new media rights BP owned rights: International rights outside North America, raw footage rights
Big Fish Madness	2006-2007	Outdoor Life Network (Versus)	Oral agreement (work-for-hire)	Versus owned rights: Exclusive distribution rights and interest to the programs; show title
Celebrity Outdoor Adventures	2008 (currently in production)	The Outdoor Group, LLC	12/12/07 signed letter agreement to deliver 13 shows in 2009, anticipated to continue in 2010-2012	BP owns all rights since none transferred by letter agreement

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
Democracy of the Wild	2008 (currently in production)	Northwest Indiana Public Broadcasting, Inc. (Lakeshore Public Television)	2/9/08 Presenting Station Agreement for production of one program	Copyright: Owned by BP Distribution: BP to grant Lakeshore broadcast rights of unlimited releases in public television industry over 3 years Trademark rights: Undefined (owned by BP if exist)
Destination Outdoors	Start of production-2000	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and raw footage rights Trademark: Agreement does not define, given context BP owns
	2001-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 2001-2003	Copyright/trademark: BP owns all domestic, international, new media, and raw footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2004	ESPN	Continued same arrangement after expiration of agreement	Copyright/trademark: BP owns all domestic, international, new media, and raw footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2005-2006	Outdoor Life Network (Versus)	Oral agreement	Versus owned rights: Exclusive distribution rights and interest to the programs and footage Not defined: International and new media rights
Dog On It!	2004	ESPN	Oral agreement	Copyright: BP owns all domestic, international, new media, and raw footage rights Trademark: Agreement does not define, given context BP owns

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
Ducks Unlimited	Start of production-2001	Ducks Unlimited	Oral agreement	Shared rights between Ducks Unlimited and BP: Domestic, international, new media rights, raw footage
	2002-end of 2008 (currently in production)	Outdoor Life Network (Versus)	Oral agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP and Ducks Unlimited shared rights: Footage rights Not defined: International and new media rights
	2009-2011	The Outdoor Channel, Inc.	Written agreement to be finalized soon	Copyright: TOC owns all domestic, international and new media rights in shows and raw footage Trademark: As between BP and TOC, BP owns and grants perpetual, royalty-free nonexclusive license to use all of BP's trademarks appearing in the episodes, however, Ducks Unlimited is the ultimate owner and licensor of certain Ducks Unlimited marks, including show title. Ducks Unlimited is responsible for providing the network with the rights to use its marks.
Elk Country Journal	Start of production-2004	Outdoor Life Network (Versus), Rocky Mountain Elk Foundation	2/18/02 agreement (unavailable); Task Order / never signed and not in force	Copyright: Not clearly defined in agreement (Versus grants BP and RMEF ownership rights to all raw footage); per other (oral?) agreement, all programs are owned by Versus for 10 years from original air dates and ownership reverts back to the RMEF and BP after 10 years Trademark: RMEF grants Versus and BP limited, revocable, non-exclusive right to use various RMEF marks

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
	2005-2006	Outdoor Life Network (Versus), Rocky Mountain Elk Foundation	4/1/04 Written Task Order 2 of Production Services and Materials Agreement	Copyright: Not clearly defined in agreement (Versus grants BP and RMEF ownership rights to all raw footage); per other (oral?) agreement, all programs are owned by Versus for 10 years from original air dates and ownership reverts back to the RMEF and BP after 10 years Trademark: RMEF grants Versus and BP limited, revocable, non-exclusive right to use various RMEF marks
Elk Chronicles	2008-2010 (currently in production)	The Outdoor Channel, Inc.	6/13/08 written agreement	Copyright: TOC owns all domestic, international and new media rights in shows and raw footage Trademark: As between BP and TOC, BP owns and grants perpetual, royalty-free nonexclusive license to use all of BP's trademarks appearing in the episodes, however, RMEF is the ultimate owner and licensor of certain RMEF marks, including show title. RMEF is responsible for providing the network with the rights to use its marks.
Fly Fishing America	1991-1998	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns
	1999-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 1999-2003	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
	2004	ESPN	Continued same arrangement after expiration of agreement	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2005-2006	Outdoor Life Network (Versus)	10/18/04 Written agreement to deliver 13 programs each in 2005 and 2006, with option to renew	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights Not defined: International and new media rights
	2007-present (currently in production)	Outdoor Life Network (Versus)	Continued same arrangement after expiration of agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights Not defined: International and new media rights
Fly Fishing Masters	Start of production – 2003	ESPN	Oral agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns
	2004-present (currently in production)	Outdoor Life Network (Versus)	Oral agreement (work-for-hire)	Versus owned rights: Exclusive distribution rights and interest to the programs and trademark rights Not defined: International and new media rights

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
Fly Fishing the World	1989-1998	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and raw footage rights Trademark: Agreement does not define, given context BP owns
	1999-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 1999-2003	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2004	ESPN	Continued same arrangement after expiration of agreement	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2005-2006	Outdoor Life Network (Versus)	10/18/04 Written agreement to deliver 13 programs each in 2005 and 2006, with option to renew	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights Not defined: International and new media rights
	2007	Outdoor Life Network (Versus)	Continued same arrangement after expiration of agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights Not defined: International and new media rights

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
	2008-2010 (currently in production)	The Outdoor Channel, Inc.	12/27/07 written agreement	Copyright: TOC owns all domestic, international and new media rights in shows and raw footage Trademark: BP owns and grants perpetual, royalty-free nonexclusive license to use all of BP's trademarks appearing in the episodes
Fridays in the Wild	2005	Outdoor Life Network (Versus)	5/10/05 Letter production agreement for programs between 4/1/05 and 6/30/05 (agreement not signed by Versus)	Versus owned rights: All
Gore-Tex Adventures	2003-present (currently in production)	Gore-Tex	Oral agreement	Gore-Tex owned rights: All domestic, international, and new media rights distribution rights and interest to the programs BP / Gore-Tex shared rights: Raw footage rights
Inside America's National Parks	1997-2001	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns
	2002-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 2002-2003	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
	2004	Outdoor Life Network (Versus)	Oral agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights Not defined: International and new media rights
L.L. Bean Guide to the Outdoors	2002-present (currently in production)	L.L. Bean	Oral agreement	L.L. Bean owned rights: All domestic, international, and new media rights distribution rights and interest to the programs BP / L.L. Bean shared rights: Raw footage rights
Mens Journal	1996-1997	ESPN	Oral agreement	Copyright: Other party owns all domestic, international, new media, and footage rights Trademark: Other party
National Parks Extreme Adventures	2005-2006	Outdoor Life Network (Versus)	10/18/04 Incomplete letter production services agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights Not defined: International and new media rights
Park Raving Mad	2005-2006	Outdoor Life Network (Versus)	Oral agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights Not defined: International and new media rights
Photos in the Wild	1995-2001	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
	2002-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 2002-2003	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2004	ESPN	Continued same arrangement after expiration of agreement	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
Photo Safari	Start of production - 1998	ESPN	9/5/94 Written agreement (copy unavailable); otherwise continued after agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns
	1999-2003	ESPN	10/23/02 Written letter agreement to deliver programs for 1999-2003	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2003-2004	ESPN	Continued same arrangement after expiration of agreement	Copyright/trademark: BP owns all domestic, international, new media, and footage rights, including but not limited to the title(s), trade and service marks, merchandising, program concept and adaptation rights
	2005	Outdoor Life Network (Versus)	Oral agreement	Versus owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Raw footage rights, international rights, trademark rights Not defined: New media rights

LIBRARY OF BARRETT PRODUCTIONS, INC.

Series	Date	Contracting Party	Nature of Agreement	Rights
Premier Outfitters	2005-2006	Adventures in Outdoor Entertainment	4/7/05 written letter agreement	Copyright: AOE owns all new footage shot specifically for use in the programs; BP owns all pre-existing footage incorporated into programs Trademark: Unclear; may be owned by Adventures in Outdoor Entertainment
Premier Outdoor Resorts	2005-2006	Adventures in Outdoor Entertainment	4/7/05 written letter agreement	Copyright: AOE owns all new footage shot specifically for use in the programs; BP owns all pre-existing footage incorporated into programs Trademark: Unclear; may be owned by Adventures in Outdoor Entertainment
Primal Quest	2005-2006	Primal Quest L.L.C.	Oral agreement	Primal Quest owned rights: Exclusive distribution rights and interest to the programs BP owned rights: Rights to use raw footage
SCI's Expedition Safari	2008-2010 (currently in production)	The Outdoor Channel, Inc.	12/27/07 written agreement	Copyright: TOC owns all domestic, international and new media rights in shows and raw footage Trademark: As between BP and TOC, BP owns and grants perpetual, royalty-free nonexclusive license to use all of BP's trademarks appearing in the episodes, however, Safari Club International ("SCI") is the ultimate owner and licensor of certain SCI marks, including show title. SCI is responsible for providing the network with the rights to use its marks.
Terra Traverse	Currently in production	ESPN	Oral agreement	BP owned rights: All

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Series	Date	Contracting Party	Nature of Agreement	Rights
The Shooters	2005-2006	Outdoor Life Network (Versus)	5/9/05 signed letter agreement to amend production agreement for 2005-2006 programs	Versus owned rights: All (work-for-hire)
Trout Unlimited	1997-2004	ESPN	Oral agreement	Copyright: BP owns all domestic, international, new media, and footage rights Trademark: Agreement does not define, given context BP owns
	2005-present (currently in production)	Outdoor Life Network (Versus)	Oral agreement (work-for-hire)	Versus owned rights: Exclusive distribution rights and interest to the programs and raw footage Not defined: International and new media rights
Trout Unlimited's On the Rise	2008-2010 (currently in production)	The Outdoor Channel, Inc.	12/27/07 written agreement; 6/9/08 amendment	Copyright: TOC owns all domestic, international and new media rights in shows and raw footage Trademark: As between BP and TOC, BP owns and grants perpetual, royalty-free nonexclusive license to use all of BP's trademarks appearing in the episodes, however, Trout Unlimited is the ultimate owner and licensor of certain Trout Unlimited marks, including show title.
World Billfish Series	2006	WBS, Inc.	5/8/06 written agreement	Parties to work to develop three made-for-TV tournaments; BP to present concept to Versus, seek an "Intent to Air" letter, secure funding, and become exclusive and independent producer of the series through 2010, with an option to extend through 2015

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Series	Date	Contracting Party	Nature of Agreement	Rights
	2006	Outdoor Life Network (Versus)	Oral agreement	Shared rights between WBS and BP: Distribution rights and copyright interest to the programs BP owned rights: Raw footage rights, international rights, and new media rights
	2007-present (currently in production)	World Billfish Series	Oral agreement	Shared rights between WBS and BP: Distribution rights and copyright interest to the programs BP owned rights: Raw footage rights, international rights, and new media rights

SCHEDULE C

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None