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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91200643
Party	Plaintiff Dille Family Trust
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Submission	Opposition/Response to Motion
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Signature	/vgl/
Date	05/28/2014
Attachments	Opposition to Mtn. to Strike.pdf(52753 bytes ) Exhibit A.pdf(2207268 bytes ) Exhibit B.pdf(2569073 bytes ) Exhibit C.pdf(2249850 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD**

In the Trademark Opposition of:	)
	)
Mark: BUCK ROGERS	)
Appl. No. 77/650082	) Opposition No.: 91200643
Filed: July 12, 2011	)
Published: June 14, 2011	) Date: May 28, 2014
	)
DILLE FAMILY TRUST,	)
Opposer,	)
	)
vs.	)
	)
NOWLAN FAMILY TRUST,	)
Applicant.	)
_____	)

**OPPOSER DILLE FAMILY TRUST’S REPLY IN OPPOSITION TO APPLICANT’S  
MOTION TO STRIKE OPPOSER’S NOTICE OF RELIANCE**

**I. Introduction**

Opposer, Dille Family Trust (“Opposer”), hereby submits this Reply in response/opposition to Applicant Nowlan Family Trust’s (“Applicant”) Motion to Strike Opposer’s Notice of Reliance.

**II. Facts**

Opposer commenced this opposition against Applicant arising from the mark BUCK ROGERS, and specifically Applicant’s Trademark Application No. 77/650,082. On March 26, 2014, Opposer filed and duly served its Notice of Reliance. On or about May 27, 2014, Applicant filed the instant Motion to Strike Opposer’s Notice of Reliance – specifically Nos. 1-13. In its Motion To Strike, Applicant makes specific objections, to specific documents noticed by Opposer in its Notice of Reliance (*see* Paragraph “A” of Applicant’s Motion to Strike; *see generally* Applicant’s Motion to Strike). Opposer now submits this Reply in response/opposition.

**III. Argument in Opposition**

Opposer generally objects to Applicant's Motion to Strike, as said motion is untimely. However, should the Board accept Applicant's Motion to Strike, Opposer makes the following arguments in opposition.

**A. Specific Objections Should Not Be Reviewed Prior to Final Decision**

While the Board should allow Opposer the opportunity to amend its Notice of Reliance, and admit Nos. 5-12 for the reasons discussed below, Applicant's specific objections, noted above, should not be reviewed by this Board prior to its final decision. Where specific objections are made to specific documents or exhibits produced, it "is not the policy of the Board to read trial testimony or other trial evidence prior to final decision." Carl Karcher Enterprises Inc. v. Carl's Bar & Delicatessen Inc., 98 USPQ2d 1370, 1371-72 n.2 (TTAB 2011).

Given the aforementioned policy of this Board, it is respectfully requested that regardless of whether Opposer is provided the opportunity to amend its Notice of Reliance, this Board wait until final decision to decide the admissibility of the documents and exhibits noticed in Opposer's Notice of Opposition.

**B. Opposer Should Have the Opportunity to Amend Its Notice of Reliance**

This Board should allow Opposer to amend/correct its Notice of Reliance, as when it has found deficiencies in a party's Notice of Reliance, this Board has provided that party the opportunity to amend/correct same (*see* M-Tek Inc. v. CVP Systems Inc., 17 USPQ2d 1070, 1073 (TTAB 1990); Heaton Enterprises of Nevada Inc. v. Lang, 7 USPQ2d 1842, 1844 n.6 (TTAB 1988)).

Applicant objects to certain documents cited in Opposer's Notice of Reliance due to no statement of relevance or documents not being authenticated (*see* Applicant's Motion to Strike ¶¶ A and B).

Notice of Reliance No. 3 is an official record, filed with the Department of State of the Commonwealth of Pennsylvania, and as such, is admissible pursuant to 37 CFR § 2.122(e).

Notice of Reliance No. 13 is a copy of pages from the November 2012 issue of *Previews* – a printed publication to a segment of the population relevant to the current matter (ie the comic book market in which the Buck Rogers mark is primarily used). Opposer’s Notice of Reliance specified the date of publication/issue in which the pages appear (November 2012). Given the foregoing, Opposer’s Notice of Reliance No. 13 is admissible pursuant to 37 CFR § 2.122(e).

Given the forgoing, should amendment to Opposer’s Notice of Reliance be required, Opposer respectfully requests twenty (20) days to amend and correct the alleged deficiencies in its Notice of Reliance, as such amendment will not prejudice Applicant.

**C. Notice of Reliance Nos. 5-12 Were Submitted As Responses to Interrogatories, and as such are Admissible**

Opposer’s Notice of Reliance Nos. 5-12 are admissible, as these documents were previously produced as responses to Applicant’s Interrogatories. Where documents were produced for inspection by a party as a response to an interrogatory, such documents are admissible pursuant to Trademark Rule 37 CFR 2.120(j)(3)(i) (*see M-Tek Inc. v. CVP Systems Inc.*, 17 USPQ2d 1070, 1073 (TTAB 1990) *citing Miles Laboratories, Inc. v. Naturally Vitamin Supplements, Inc.*, 1 USPQ2d 1445 (TTAB 1986)).

On or about January 18, 2012, Opposer served its Responses to Applicant’s First Set of Interrogatories; attached as Exhibit 1 were the redacted licenses listed in Nos. 6-12 of Opposer’s Notice of Reliance (*see* Opposer’s Responses to Applicant’s First Set of Interrogatories with Exhibit 1, attached hereto as **Exhibit “A”**).

Moreover, on or about July 2, 2012, Opposer served its Supplemental Answers to Applicant’s Interrogatories; attached as Exhibit 1-1 were the redacted licenses listed in Nos. 6-12 of Opposer’s Notice of Reliance, and attached as Exhibit 2-1 was the General Release listed as No. 5 of Opposer’s Notice of Reliance (*see* Opposer’s Supplemental Answers to Interrogatories with Exhibits 1-1 and 2-1, attached hereto as **Exhibit “B”**).

On or about March 22, 2013, Opposer served its responses to Applicant's Second Set of Interrogatories; attached as Exhibit 1-1 were the redacted licenses listed in Nos. 6-12 of Opposer's Notice of Reliance (*see* Opposer's Answer's to Applicant's Second Set of Interrogatories with Exhibit 1-1, attached hereto as **Exhibit "C"**).

Given the foregoing, Nos. 5-12 of Opposer's Notice of Reliance are admissible as they were produced as responses to Applicant's Interrogatories.

#### IV. CONCLUSION

For the foregoing reasons Opposer respectfully requests the opportunity to amend its Notice of Reliance, and any determination on the admissibility of documents be stayed until final decision by this Board.

Dated: May 28, 2014  
Buffalo, New York

Respectfully submitted,

DILLE FAMILY TRUST

By:   
\_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I, Vincent G. LoTempio, do hereby certify that a true and correct copy of *Opposer Dille Family Trust's Reply in Opposition to Applicant's Motion to Strike Opposer's Notice of Reliance* was served on Applicant's Attorney of Record by electronic mail and first-class mail, postage pre-paid to the following:

John J. O'Malley  
Volpe and Koenig, P.C.  
United Plaza  
30 South 17<sup>th</sup> Street  
Philadelphia, PA 19103  
jomalley@vklaw.com

  
\_\_\_\_\_  
Vincent G. LoTempio

Dated: May 28, 2014

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Trademark Opposition of:

Mark: BUCK ROGERS

Opposition No.: 91200643

Appl. No. 77/650082

Filed: July 12, 2011

Date: October 20, 2011

Published: June 14, 2011

Dille Family Trust,

Opposer

v.

Nowlan Family Trust,

Applicant.

**OPPOSER'S ANSWER TO INTERROGATORIES**

The Dille Family Trust ("Dille"), by and through its attorneys and in Answer to Applicant's Interrogatories, states as follows:

**GENERAL OBJECTIONS**

The following general objections apply to each of Applicant's requests for admission:

A. Dille, objects generally to Applicant's Interrogatories on the grounds that they are vague and ambiguous, overly broad and unduly burdensome. Dille has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of Applicant's Interrogatories.

B. These instant Interrogatories are interposed in bad faith as counsel for Applicant, as well as Applicant itself, have specific knowledge that Dille and its predecessors have without interruption asserted exclusive rights to the Trademark, BUCK ROGERS. Dille further objects to the instant Interrogatories as they are vexatious and obstreperous as the Applicant has settled any claims with Dille and its predecessors, and have received consideration and have waived any rights it may have had, which are not admitted by this Objection, to the trademark BUCK ROGERS.

C. The following responses and objections are based upon information now known. Discovery has not yet been completed in this action and Dille will therefore supplement these responses and objections to the extent required by the Federal Rules of Civil Procedure and U.S. Trademark Law.

D. Without waiving these objections and by way of response, Dille provides the following responses.

### **ANSWERS TO INTERROGATORIES**

**1. Identify each person who had any participation in the preparation of the answers to these interrogatories and for each person identify the relevant Interrogatory answer(s) by number(s).**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille identifies Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; and Flint Dille.

**2. Identify each U.S. or foreign trademark registration or application owned by Opposer.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, a list of U.S. and foreign trademark registrations and applications is provided within paragraph 11 of the Notice of Opposition instigating the present action. Dille has further submitted an application having a serial number 85/512,662 for the trademark “BUCK ROGERS IN THE 25<sup>th</sup> CENTURY” on DATE.

**3. Identify each person having knowledge of Opposer’s first date or use of Opposer’s Marks.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille responds Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; Arthur Martin, the previous Trustee; and Richard Thompson, counsel for Flint Dille.

**4. Identify each person having knowledge of Opposer’s continuous use of Opposer’s Marks.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad as the Mark has been in continuous use since January 1929. A *prima facie* showing of continuous use is evidenced by the repeated Section 8 & 9 filing submitted the Dille Family Trust and accepted by the USPTO. Thus, Dille’s responses regarding questions of continuous use shall be confined to the period from 2001 to the present.

Subject to and limited by and without waiving the foregoing objections, Dille provides as its response: Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; Arthur Martin, the previous Trustee; Richard Thompson, counsel for Flint Dille; and the individuals and business entities holding licenses from the Dille Family Trust as provided in the redacted license agreements annexed as Exhibit 1.

**5. Identify each of Opposer's Products sold, offered for sale, and/or distributed bearing Opposer's Marks.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1. Dille reserves the right to supplement this response should sufficient information be discovered.

**6. Describe the class(es) of customers who have purchased or whom Opposer expects to purchase Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "class(es)" and calls for speculation as to the term "expects."

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is evidenced by the redacted licenses annexed hereto as Exhibit 1. Dille reserves the right to supplement this response should sufficient information be discovered.

**7. Describe the ultimate user of Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "ultimate user." Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1.

**8. Describe in detail all uses for Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "uses." Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1.

**9. Identify any additional Opposer's Products that are to be introduced within the next two (2) years.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it requests information unknowable at present. Notwithstanding these objections, Dille responds that it anticipates products to be introduced similar to those contained within the redacted licenses of Exhibit 1, as well as those

items provided within the Goods and Services section of trademark application Serial Nos. 77/831,393; 77/831,213; and 85/512,662.

**10. With respect to the first date of use of Opposer's marks as identified in Opposer's Registrations, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that date.**

**RESPONSE:** See General Objections.

Each of Opposer's Marks had attained incontestable status by filing of the Combined Declaration of Use & Incontestability under Sections 8 & 15 thereby providing conclusive evidence of the validity of the registered mark, including the first date of use.

**11. If use of Opposer's Mark has been continuous since the dates of first use, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that continuous use.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad as the Mark has been in continuous use since January 1929. A *prima facie* showing of continuous use is evidenced by the repeated Section 8 & 9 filing submitted the Dille Family Trust and accepted by the USPTO. Thus, Dille's responses regarding questions of continuous use shall be confined to the period from 2001 to the present.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1. Dille reserves the right to supplement this response should sufficient information be discovered.

**12. Identify each person having knowledge of Opposer's first date of use of Opposer's Marks and its ongoing use of the mark.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad as the Mark has been in continuous use since January 1929. A *prima facie* showing of first use is evidenced by the Combined Declaration of Use & Incontestability under Sections 8 & 15 submitted the Dille Family Trust and accepted by the USPTO.

Subject to and limited by and without waiving the foregoing objections, Dille provides as its response for persons knowledgeable of ongoing use the following: Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; Arthur Martin, the previous Trustee; Richard Thompson, counsel for Flint Dille; and the list of individuals and business entities holding licenses from the Dille Family Trust annexed hereto as Schedule B.

**13. Identify each person having knowledge of any of Opposer's claims of first use or continuous use of Opposer's Marks relating to any documents filed with the United States Patent and Trademark Office.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad as the Mark has been in continuous use since January 1929. A *prima facie* showing of first use is evidenced by the Combined Declaration of Use & Incontestability under Sections 8 & 15 submitted the Dille Family Trust and accepted by the USPTO.

Subject to and limited by and without waiving the foregoing objections, Dille provides as its response for persons knowledgeable of ongoing use the following: Louise A. Geer as the

Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; Arthur Martin, the previous Trustee; Richard Thompson, counsel for Flint Dille.

**14. For each of Opposer's Marks, identify each person who is most knowledgeable about Plaintiff's sales, advertising, adoption and use, licensing, acquisition and assignment, past and present trademark controversies, preparation and filing of trademark application and maintenance of registrations which are associated with Opposer's Marks.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**15. For each of Opposer's Marks, state the inclusive dates during which Opposer has used each of Opposer's Marks and the goods and/or services with which the mark has been used.**

**RESPONSE:** See General Objections.

Notwithstanding the foregoing objections, Dille responds that the inclusive dates start with those dates listed as dates of first use within each respective trademark application or registration, with continuous use of each mark through the present date.

**16. For each of Opposer's Marks, identify any period during which use was discontinued and identify the goods and/or services for which use was discontinued.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "discontinued." Notwithstanding said objections, Dille states that, upon

information and belief, use had been continuous from the date of first use as provided within each mark's respective trademark application/registration through the present date.

**17. With respect to Opposer's Products identified in the answer to interrogatory number (4), state the value Opposer received from each transaction.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**18. Describe in detail the demographics or expected demographics of the customers and ultimate consumers of Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and that it is vague, overly broad and confusing as to the terms "demographics", "customers", and "ultimate consumers."

**19. Describe in detail all channels of trade in which Opposer's Products travel or are expected to travel.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and that

it is vague, overly broad and confusing as to the term “channels of trade”, and that it asks for information unknowable at the present time.

**20. Describe all design forms of Opposer’s Marks that were used or are proposed for use.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and that it is vague, overly broad and confusing as to the term “design forms.”

**21. Identify all distributors of Opposer’s Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term “distributors.” Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is in possession of the licensees as provided by the redacted licenses annexed hereto as Exhibit 1.

**22. Identify each licensee of Opposer’s Marks.**

**RESPONSE:** See General Objections.

Dille further objects as this Interrogatory is repetitive.

Notwithstanding the foregoing objections, Dille responds that this information is provided within the redacted licenses annexed hereto as Exhibit 1.

**23. Identify each assignment of Opposer's Marks.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille identifies the following assignments which are annexed hereto as Exhibit 2:

Full and Complete Release and Assignment of Theresa Maria Nowlan, as Executrix of the Will of Philip Francis Nowlan, to National Newspaper Service, John F. Dille Co., John F. Dille, Richard Calkins, Buck Rogers Company dated May 14, 1942;

Robert C. Dille to National Newspaper Syndicate, Inc. dated February 1, 1963;  
National Newspaper Syndicate, Inc. to Robert C. Dille dated May 31, 1974;

Robert Dille to Robert C. Dille and Virginia N. Dille, or their successors, as Trustees of THE DILLE FAMILY TRUST dated September 24, 1982.

**24. Identify all documents which support the allegations and contentions made in paragraphs 2-15 of Opposer's Notice of Opposition.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that such documents are those annexed hereto as Schedules or Exhibits, those United States trademark applications publically available having serial numbers 77/650,082; 77/831,393; and 77/831,213, and those documents submitted in response to Applicant's First Set of Document Requests.

**25. Identify the individual who is most familiar with the classes of purchasers, channels of trade and distributors for Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the terms "classes of purchasers", "channels of trade" and "distributors."

Subject to and limited by and without waiving the foregoing objections, Dille provides as its response for persons knowledgeable of ongoing use the following: Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; Arthur Martin, the previous Trustee; Richard Thompson, counsel for Flint Dille; and the list of individuals and business entities holding licenses from the Dille Family Trust annexed hereto as Schedule B.

**26. Identify all persons responsible for the marketing, advertising or promotion of Opposer's Products and state their contribution to that effort.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that Dille provides licenses and is not directly involved in the marketing, advertising, or promotion of licensed goods. Such responsibilities are assumed by the licensee.

**27. Identify all persons responsible for sales of Opposer's Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "sales."

Subject to and limited by and without waiving the foregoing objections, Dille states that Dille provides licenses and is not directly responsible for sales of product. Such responsibilities are assumed by the licensee. Decisions regarding whether to license Opposer's Marks is the sole responsibility of the Trustee of the Dille Family Trust.

**28. State how and when Opposer first became aware of Applicant's use and/or application of Applicant's Mark, including but not limited to the date of such awareness and the manner in which Opposer became aware of such information.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**29. Identify all media in which Opposer's Products were or are expected to be advertised and/or promoted.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, that is vague, overly broad and confusing as to the term "media", and that it requests information unknowable at present.

**30. For each calendar year in which Opposer's Products have been offered, state the amount of sales and the profits on those sales, by numbers of units and dollar volume for each, in the United States for each such calendar year.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**31. For each calendar year in which Opposer's Products have been offered under Opposer's Marks, state the dollar amount spent in the United States for advertising or promoting the Opposer's Products during each of such years.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action

**32. Explain Opposer's decision to file trademark application Serial Nos. 77/831,393 and 77/831,213.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and it is outside the scope of discovery permitted by an interrogatory.

**33. Identify any individual involved in Opposer's decision to file the trademark application Serial Nos. 77/831,393 and 77/831,213.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**34. Identify any misdirected mail, telephone calls, orders, inquiries, complaints or other communications received by Opposer which were intended for Applicant.**

**RESPONSE:** See General Objections.

Notwithstanding the foregoing objections, Dille responds that is has no misdirected mail, telephone calls, orders, inquiries, complaints or other communications intended for Applicant.

**35. Identify all expert witnesses for whom Opposer intends to present testimony in this Opposition.**

**RESPONSE:** See General Objections.

Dille responds that discovery in this action is continuing and at present has not identified any expert witness. Dille reserves the right to supplement this response should an expert witness be identified.

**36. Identify all other witnesses from whom Opposer intends to present testimony in this proceeding.**

**RESPONSE:** See General Objections.

Dille responds that discovery in this action is continuing and at present has identified Louise A. Geer as the Trustee of the Dille Family Trust; Lorraine Dille Williams; Flint Dille; and Arthur Martin, the previous Trustee. Dille reserves the right to supplement this response as discovery proceeds.

Defendant, Dille, acknowledges its continuing obligation to supplement this response should any information or documents responsive to Applicant's Interrogatories be discovered in the future.

DATED: Buffalo, New York  
January 18, 2012

s/ Vincent G. LoTempio  
VINCENT G. LOTEMPPIO, ESQ.  
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Facsimile: (215) 568-6499  
E-mail: jomalley@vklaw.com



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 8/9/11

Agent Contact: Pamela Harris & Leslie Levine

<b>LICENSEE DETAILS</b>	
Licensee name:	Anovos Productions, LLC
Company address:	7528 Pershing Blvd. Suite B202 Kenosha, WI 53142
Email:	joe@anovos.com
Telephone:	(262) 620-3262(312) 576-9563
Facsimile:	None
URL:	www.anovos.com
Licensee contact for contract matters:	<i>Joe Salcedo</i> - @ (312) 576-9563
Licensee contact for marketing matters:	<i>Joe Salcedo</i> - @ (312) 576-9563
Licensee contact for payment matters:	<i>Joe Salcedo</i> - @ (312) 576-9563
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
<p>Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	<p>Halloween Costumes and Uniform Replica &amp; Prop Replicas</p> <p>Classic BR Costume - [REDACTED]</p> <p>TV Show BR Costume - [REDACTED]</p> <p>TV Show Women's BR Costume - [REDACTED]</p> <p>[REDACTED]</p> <p>Classic BR Costume For Women - [REDACTED]</p> <p>[REDACTED]</p> <p>High End Replica Costumes - [REDACTED]</p>
Exclusions:	None
Channels of distribution:	Direct Sales, Distributors, Wholesalers, Retail Store Fronts, On-line, Mid-Tier, Mass Market, Department Stores and directly to consumers through Licensees website: www.anovos.com

<b>LICENSE DETAILS</b>			
Term	8/9/11 to 12/31/13		
Sell-off period	Three (3) Months		
Territory/ies:	United States only		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):			
[REDACTED]			
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment: Retail Accounts: Spirit/Spencers, Buycostumes, Halloween Express, Party City, etc. Walmart, Target, etc.	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook and Twitter), various online forums, catalog/brochures, sell-sheets, Licensees email list as well as publicity/reviews.		
Release date: Marketing Date: January 2012	Product	Release date:	Product
		August 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Reg. Halloween -Twenty-Four (24) Samples per SKU High End Replicas - Five (5) samples per SKU		
Special Conditions	[REDACTED]		

	product liability policy or policies.
<b>Approvals</b>	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Anovos Productions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its:

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 5/01/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

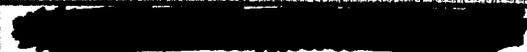
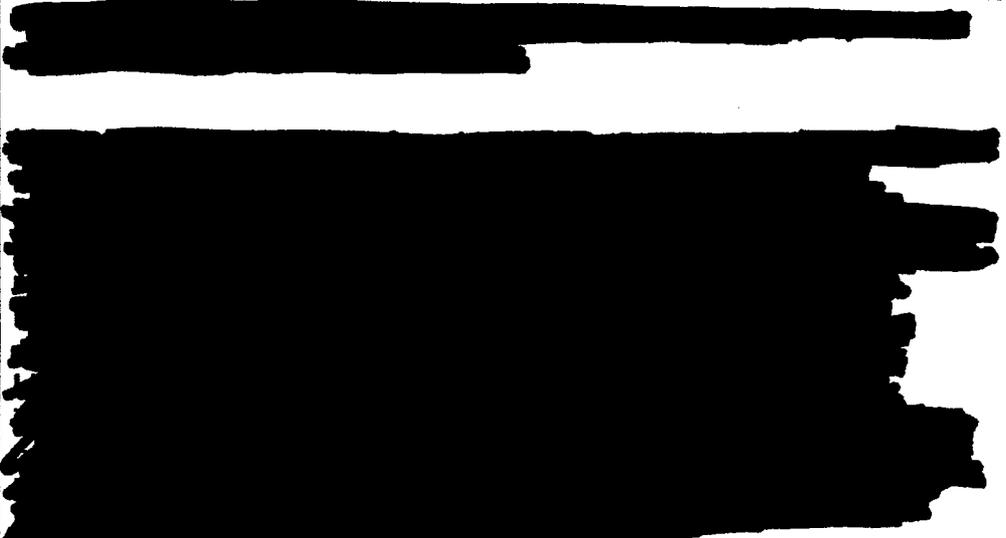
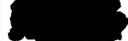
<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	B. Rood Illustrations
Company address:	6846 Clearview St. Temperance, MI 48182-1389
URL:	<a href="http://www.brianrood.com/">http://www.brianrood.com/</a>
Telephone:	734-847-1727
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for marketing matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for payment matters:	Attn: Brian Rood – brianrood@brianrood.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor, Licensee Artist may elect to produce an additional series under the same conditions above.

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
<p>Exclusions:</p>	<p>Not Applicable</p>
<p>Channels of distribution:</p>	<p>Through fine art galleries and directly to consumers through Licensee Artist's website: (<a href="http://www.brianrood.com">http://www.brianrood.com</a>) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.</p>

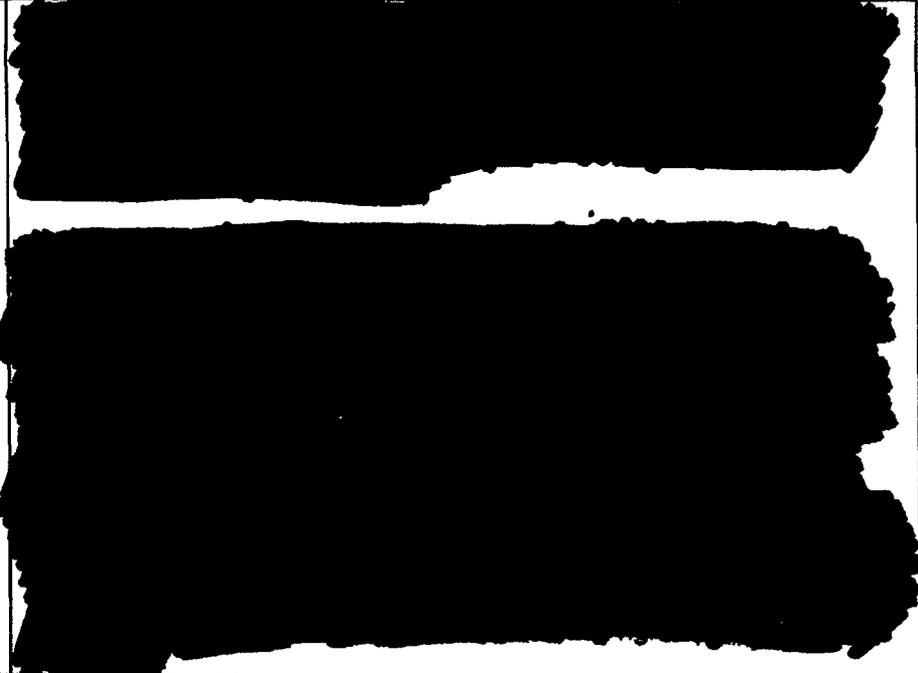
**LICENSE DETAILS**

<p>Term</p>	<p>Two (2) years from 5/1/2011 – 4/30/2013.</p>
<p>Sell-off period</p>	<p>Four (4) Months</p>
<p>Territory/ies:</p>	<p>U.S. and Canada; Worldwide for internet sales.</p>
<p>Language(s):</p>	<p>English</p>

**PAYMENT DETAILS**

<p>Advance</p>	
<p>Royalty rate:</p>	
<p>Minimum Guarantee (payable including the Advance):</p>	

Gallery Commissions



**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment:	New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.		
Release date:	Product	Earliest Release Date	Latest Release Date
September 1, 2011	Original Fine Art Prints	7/1/2011	On or before 12/31/2011

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201\_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>

**OTHER DETAILS**

Samples of the final Licensed Articles	One (1) '8.5 x 11 Mini Proof' per SKU, Fifteen (15) Samples per Lithograph & Poster SKU, and Three (3) Fine Art Print' Samples per Giclee & Serigraph SKU. Fine art prints are not printed until Licensee Artist
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	receives orders.
<p><b>Special Conditions</b></p>	<p>Licensee Artist shall retain possession and ownership of the original art created for the Licensed Articles provided that ownership of all related copyrights to the art created for the Licensed Articles shall be the property of The Dille Family Trust. Licensee Artist shall make original art within Licensee Artist's possession available to Licensor for public exhibition provided that Licensor is properly insured.</p> <p>If Licensee Artist decides to sell the original art, Licensee Artist must give Licensor 30 days written notice of its intention to sell each original. Licensor shall have a right of first refusal to purchase the originals with Licensee Artist stating the price at which it is willing to sell the original art. If Licensor, does not purchase the original art piece during the 30 day period, Licensee Artist may sell the original to a third party provided that the sale price is no less than the amount offered to Licensor and Licensee Artist pays to Licensor 15% of the sale price under the royalty terms of this agreement, during and after the expiration of the term. If Licensee Artist is unable to find a buyer within 180 days, then Licensee Artist must again offer the original art to Licensor in the procedure stated above should Licensee Artist later offer the original art for sale.</p>
<p><b>Approvals</b></p>	<p>For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

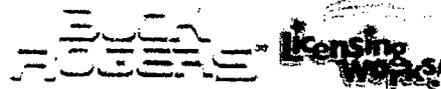
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent.**

Accepted by:  
**B Rood Illustrations**

By: *Luise A. Allen*  
 Its: Trustee  
 Date: 7/11/11

By: *B Rood*  
 Its: \_\_\_\_\_  
 Date: 5-24-11



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 5/5/2010

Agent Contact: Leslie Levine, Jane McGregor &amp; Scott Cherrin

<b>LICENSEE DETAILS</b>	
Licensee name:	The Colonial Radio Theatre On The Air
Company address:	2207 Grove St. - Round Rock, TX 78681
Telephone:	512-508-1453
URL:	http://www.colonialradio.com
Licensee contact for contract matters:	<b>Attn: Mark Vanderberg</b> - m_vanderberg@yahoo.com
Licensee contact for marketing matters:	<b>Attn: Mark Vanderberg</b> - m_vanderberg@yahoo.com
Licensee contact for payment matters:	<b>Attn: Mark Vanderberg</b> - m_vanderberg@yahoo.com
Licensee contact for creative matters:	<b>Attn: Jerry Robbins</b> - robbinsjerry@gmail.com 18 Sunset Ave. - North Reading, MA 08164 - 978-664-0408
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" (definition below) for the development, production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of January 1, 2010 unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
Ownership of Rights	The Licensed Articles shall be produced on a work-for-hire basis with Licensee ensuring that all copyrights, both written & performance, are registered on behalf of The Dille Family Trust. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title and/or interest in and to the Property, it being understood that all right, title and interest relating thereto are expressly reserved by the Licensor except for the rights being licensed hereunder. Licensee's every use of the Property shall inure to Licensor's benefit. Any and all novel elements and/or characters created by the author of the Licensed Articles shall become the property of Licensor.
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Radio drama consisting of 30 minute audio only episodes. Multiple episodes may be combined and released on CD or DVD.
Exclusions:	Not Applicable

Channels of distribution:	Product to be sold only through the following channels of distribution: online, radio, satellite radio, mobile devices, book specialty (ie Barnes & Noble), big box mass merchandisers (ie WalMart). Product may also be sold by Licensee through its Licensor approved (in writing) third party distribution partners, including but not limited to Brilliance Audio, Inc, a subsidiary of Amazon.com. Priority distribution is expected at Amazon.com, Audible.com and iTunes.com (and at many of Brilliance's affiliated on-line stores).
<b>LICENSE DETAILS</b>	
Term	90 days from 5/15/2010 to 7/14/2010 to consummate a distribution arrangement with Brilliance Audio, Inc. subject to Licensor written approval. Pending acceptance, Term to be extended three (3) years through 7/31/2013 upon payment of guarantee paid as outlined herein. If royalties paid to Licensor exceed guarantee by 25%, Licensee shall have an automatic right to renew for a second three (3) year term expiring 7/31/2016.
Sell-off period	Licensee shall have right to distribute produced content digitally for an additional five (5) years after the Term and on CD or DVD for three (3) years after the term with distribution and all other rights reverting solely to Licensor upon expiration of said sell-off period.
Territory/es:	U.S. and Canada for packaged product. Worldwide for internet sales
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	To be negotiated by Licensee with Brilliance Audio and approved by Licensor in writing via executed agreement between Brilliance Audio, Inc., Licensee and Licensor with minimum guarantee payment payable to Licensor on or before 7/31/2010.
Amount [US\$] TBD	TBD
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>	
Minimum marketing commitment:	New product introductions on Licensees webpage, third party distributor webpages, social networking sites (ie facebook fan group), various online forums (Audio Drama Talk), Licensee's catalog/brochures, Licensees Fan email list as well as publicity/reviews. Licensee pod cast and third party pod casts. Programs will receive at least one airplay exposure on XM/Sirius Satellite Radio (Specific air times and rotation TBD, but most often programs are aired in 27 min. segments twice in a given day, with two complete airings of the series within the first year being common.) High interest shows will also benefit from exposure on the station managers weekly interview show if it is decided to launch with a 2 hr. stand alone show, followed with 24 weekly serial episodes. Amazon Linkage marketing technology will be used to gain exposure to those with an interest in sci-fi. Airplay exposure via radio and satellite radio airplay will drive consumers to these channels.

Release date:	Product	Earliest Release Date	Latest Release Date
	Classic Buck Rogers Radio Drama	10/31/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

© 2010 The Dille Family Trust. All Rights Reserved

*R Buck Rogers is a registered TM owned by the Dille Family Trust and used under license*

**METHOD OF PAYMENT**

In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:

If via wire transfer to:

[Redacted]

If by mail to AGENT:

[Redacted]

**OTHER DETAILS**

Samples of the final Licensed Articles	Twelve (12) Audio Dramas/Audio Books or One (1) Case, whichever is greater which are produced as hard goods
Special Conditions	Distribution Agreement with Brilliance Audio, Inc. must be approved and signed by both Licensee and Licensor.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust - LICENSOR  
Licensing Works, LLC - Agent

Accepted by:  
The Colonial Radio Theatre On The Air

By: *Lorraine Williams* 22  
Lorraine Williams

By: *Mark Vanderberg*  
Mark Vanderberg

Date: *24 May 2010* 5/20/10

Its:  
Date: *5-5-10*

By: *Flint Dille*  
Flint Dille

Date: *5/10/10*



THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE

Date: 8/6/2010

Agent Contact: Leslie Levina, Scott Cherrin &amp; Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Creations Fantastic, Inc.
Company address:	552 Poplar St., Macon, GA 31024
Phone & Fax:	800-508-1916; 478-750-8061 Fax: 478-750-7471
URL:	www.backdropsfantastic.com www.creationsfantastic.com
Licensee contact for contract matters:	Attn: Clayton Hellis, President & CEO 478-737-5310 skype: claytonhellis
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works; including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Montage backdrops with a minimum of six back drop designs in Year 1 using authorized imagery from Licensor.
Channels of distribution:	Rental; not for sale except by advance written permission.
<b>LICENSE DETAILS</b>	
Term	8/6/2010-8/5/2013
Sell-off period	Not applicable
Territory/es:	World; serviced primarily out of the U.S. via Fed Ex
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s):	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	[REDACTED]

MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	Marketing to the events and party planning industries and prominently displayed on websites		
Release date:	Product	Earliest Release Date	Latest Release Date
	Six weeks from delivery of style guide materials	October 1, 2010	December 31, 2010
LEGAL NOTICE			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
[REDACTED]		[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	Hi-res digital files (layered not flattened) for approval. Licensee will supply Licensor with one sample of each upon receipt of a production order. Licensor may order for its own use at cost + shipping		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust - LICENSOR  
Licensing Works, LLC - Agent

By: \_\_\_\_\_  
Lorraine Williams

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Flint Dille  
Date: 9/20/10

Accepted by:  
CREATIONS FANTASTIC INC. - LICENSEE  
By: \_\_\_\_\_

Its: PRESIDENT

Date: 09/10/2010



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/14/2010

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Drizzle Studios
Company address:	1666 W. Embassy St. Anaheim, CA 92802
URL:	http://www.drizzleart.com
Telephone:	714-343-3043
Fax:	714-991-1635
Licensee Artist contact for contract matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for marketing matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for payment matters:	Attn: Robert Holton - robert@drizzleart.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

RA

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/print-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
Exclusions:	Not Applicable
Channels of distribution:	Through fine art galleries and directly to consumers through Licensee Artist's website: ( <a href="http://www.drizzleart.com">http://www.drizzleart.com</a> ) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.
<b>LICENSE DETAILS</b>	
Term	Two (2) years from 9/15/2010 - 9/14/2012.
Sell-off period	Four (4) Months
Territory/ies:	U.S. and Canada; Worldwide for internet sales.
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee (payable including the Advance):	[REDACTED]

AK

<b>Gallery Commissions:</b>	<p>Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.</p> <p>Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.</p>
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**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment:	New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.		
Release date:  November 1, 2010	Product	Earliest Release Date	Latest Release Date
	Original Fine Art Prints	10/15/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

*If via wire transfer to:*

[Redacted]

*If by mail to AGENT:*

[Redacted]

**OTHER DETAILS**

Samples of the final Licensed Articles	One (1) "8.5 x 11 Mini Proof" and One (1) "16x20 Fine Art Print" Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.
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*RL*

Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust -- LICENSOR  
Licensing Works, LLC -- Agent

Accepted by:  
Drizzle Studios

By: ~~\_\_\_\_\_~~  
Its: FRONT DILLS  
Date: 9/29/10

By: [Signature]  
Its: RLH  
Date: 9/27/2010

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

RLH

**LICENSE AGREEMENT ("Agreement") re: BUCK ROGERS**

**Licensors:**

Dille Family Trust ("Dille")  
Contact: Flint Dille  
Address: 10966 Strathmore Drive #4  
Los Angeles, CA 90024  
T: (310) 266-8500  
F: (310) 824-7181  
E-mail: [flintdille@earthlink.net](mailto:flintdille@earthlink.net)

**Licensee:**

Dynamic Forces, Inc. ("DF")  
Contact: Nick Barrucci  
Address: 155 9<sup>th</sup> Ave., Suite B  
Runnemede, NJ 08078  
T: (856) 312-1040, ext #100  
F: (856) 312-1050  
E-mail: [nick@dynamicforces.com](mailto:nick@dynamicforces.com)  
Approvals: Juan Collado – [juan@dynamicforces.com](mailto:juan@dynamicforces.com) and Joseph  
Rybandt – [joe@dynamicforces.com](mailto:joe@dynamicforces.com)

**Rights Licensed:**

Subject to the other terms and conditions set forth in this Agreement, including but not limited to DF's timely payment of the "Minimum Guarantee" and all other sums due hereunder, Dille hereby licenses to DF the rights to use, to copy, to modify, to manufacture, to distribute, to develop, to publish, to display publicly, and to have copied, modified, manufactured, distributed, developed, published or publicly displayed, and otherwise to exploit the "Property" in the design, development, manufacture, packaging, distribution, publishing, promotion, advertisement, sale and exploitation throughout the "Territory" of the "Licensed Articles" (as each of the preceding initially capitalized and quoted terms is defined hereinbelow).

**Property:** As used herein, the Property means the characters, "universe," storylines and other elements that comprise *Buck Rogers* only as such elements appear in *Buck Rogers* comic strips and comic books published prior to this Agreement's "Effective Date" (defined below) (collectively, the "Classic Series"), and specifically excluding all motion pictures, television shows and any other non-comic book and/or non-comic strip media exploitations derivative of the Property or any element thereof whether created as of or after the Effective Date.

**Licensed Articles:** As used herein, "Licensed Articles" includes the following categories of items: (i) "Standard Comics" (i.e., individual comic book issues comparable in length and presentation to, e.g., DF's initial *Lone Ranger* comics); (ii) "New Collections" (i.e., trade paperback and/or hardcover collections of the Standard Comics); (iii) "Classic Collections" (i.e., trade paperback and/or hardcover collections of the Classic Series including reprints of classic Daily or Sunday strips); provided that in each of the immediately preceding categories (i), (ii) and

(iii), each may be published in sizes and formats now known and standard and as they evolve in physical printed sizes and formats during Term; (iv) "Prints" (i.e., lithographs, posters, poster calendars); (v) trading cards; and (vi) "Resin-based Figures" (i.e., statues, busts, dioramas and snow globes as such are commonly sold via comic book specialty stores, but not via mass market retailers such as Wal Mart). Licensee of Article 1 and 2 (i) shall have the right to publish and distribute based on royalties to the Licensed Articles under the terms and conditions set forth in the above. DF shall have the right to distribute electronic copies of the Licensed Articles referenced in the Paragraphs (i) to (vi) as downloadable content, but such distribution shall not include any right to animate, provide soundtrack, for or otherwise, after the original period, version, or such items. **Merchandising rights, other than as expressly set forth hereinabove, and all other rights not expressly licensed to DF are reserved to Dille.**

**Term:** Five (5) consecutive years commencing June 1, 2007 (the "Effective Date") and continuing through and including June 1, 2012 2012, subject to an extension of five (5) additional years if DF: (i) pays Dille "Royalties" (defined below) of at least [REDACTED] during the Term; (ii) is not in breach of its obligations under this Agreement; and (iii) commits to an exploitation plan that Licensor approves.

**Territory:** Worldwide

**Minimum Guarantee:** [REDACTED]

**Minimum Publication:**

DF shall cause at least: (i) six (6) different issues of original Standard Comics to be created and distributed in a commercially reasonable manner within the first twelve (12) months of the Term and (ii) no fewer than four (4) different issues of original Standard Comics to be created and commercially distributed each Term year thereafter.

**Net Receipts**

[REDACTED]

returns (but only to the extent that the returns are supported by credit memos and in no event more than fifty percent (50%) of total sales during each accounting period). No deduction from gross invoice shall be made for cash, freight, early payment (exceeding 2%), mark-down allowances (not to exceed 50% of initial wholesale price and actually taken), new store allowances, defective goods allowances or allowances taken by retailers customers in lieu of returning goods (not to exceed 50% of initial wholesale price).

**Royalties:** •

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

**Audits:**

[REDACTED]

**Distribution:**

The Licensed Articles may be distributed via comic book specialty stores, book stores, Spencer Gifts, theme parks, toy collector stores, the Internet, TV home shopping channels and any specialty retail location that Diamond Comics distributes other DF titles. Other distribution channels may be added if approved by Dille in writing.

Regarding internet distribution of the Licensed Articles, DF shall make reasonable efforts not to sell (and shall not authorize the sale of) any Licensed Articles on any website, or alongside any other product sold on any website, that disparages or demeans the Property or otherwise could reasonably bring the Property into disrepute. DF represents, warrants and covenants that the Internet, Web and WAP sites through which the Licensed Articles will be distributed and used are and will be safe and fit for the use for which they may normally and reasonably be deemed to have been offered or distributed.

**Marketing Commitment:**

DF shall market and promote the Licensed Articles in a manner consistent with DF's established business practices, and in accordance with DF's reasonable business judgment (e.g., in order to benefit from new or novel marketing opportunities).

**Launch Date:**

DF hereby undertakes to begin commercial distribution (i.e., to the general public, in commercially reasonable quantities in at least North

America) by no later than February 28, 2008. On or before August 31, 2007, DF shall provide to Dille a reasonably detailed marketing plan regarding the release of Licensed Articles during the first three years of the Term. DF shall endeavor in good faith to accommodate reasonable Dille requests regarding the promotion and release schedule of Licensed Articles (e.g., to maximize benefit to DF and third party licensees of the Property). DF will update as appropriate.

**Dille Approvals:**

DF will utilize best efforts to create the highest caliber comic possible. Dille shall have the right to approve each Licensed Article and the elements thereof (e.g., storylines, art, designs, characters, writers, artists, materials, etc.) as well as the factual accuracy of any statements relating to the Property and/or the Licensed Articles and any promotional materials relating thereto. DF shall timely deliver key materials and/or information (e.g., résumés of proposed talent, summaries of proposed scripts, mock-ups and samples of each proposed item of merchandise) to Dille for Dille's review, and Dille shall communicate to DF its approval or rejection of such materials in writing within ten (10) days of Dille's receipt of the relevant submission; provided that no failure by Dille to approve or disapprove any submission shall be deemed an approval. If Dille rejects a submission, then Dille shall deliver to DF a writing reasonably detailing the basis for such rejection and DF shall have the opportunity present improved and/or different materials for Dille's review. DF's intentional or permissive release to the public (or any part thereof) of an unapproved item will be deemed a breach of DF's obligations hereunder, and DF, at its election and on delivery of notice to DF, may terminate the Term hereof. Any materials, other than style guides, supplied to DF by Dille will be purchased at Dille's invoiced cost per mutual agreement. Additionally, DF acknowledges that any and all storylines, illustrations and/or enhancements to artwork and/or to other materials or to the Property, which are created by or on behalf of DF, shall be owned exclusively by Dille and may be freely used by Dille at any time and any materials used in relation to the Property shall be available to Dille upon Dille's request therefor.

If Dille does not provide approvals/rejections within the time frames specified in the immediately preceding grammatical paragraph, then DF may notify Dille of such approval delays, and any applicable release dates for any Licensed Products shall be extended on a day for day basis relative to the number of days of such Dille approval delays; provided, that no Dille approval delay shall extend the Term hereof without Dille's express written consent.

The original, physical artwork comprising the Material, including all copyrights therein, shall remain the property of Dille but shall be returned to artist. Artist shall have no right to reproduce said artwork or to make any commercial use, reproduction or exploitation thereof (except as Contractor may do as a member of the general public, or for advertisement or promotion of the artwork on any website for the

purpose of selling the artwork as set forth herein). Notwithstanding the foregoing, Artist may dispose of the original physical artwork by sale or otherwise and may publicly exhibit the original physical artwork.

**Access to Property:**

DF acknowledges that (i) Dille shall have no obligation to provide to DF any materials related to the Property not owned, under the possession or immediate control of Dille; and (ii) Dille does not warrant the condition of any such materials. Dynamic may obtain elements of the Classic Series material on its own for re-use; provided that no such acquisition of such elements or items shall result in any claim of ownership by DF or otherwise; and provided further that if any effort by DF results in one or more copyrightable elements' being produced, then such copyright shall vest solely and exclusively in Dille.

**Advertising Sales:**

Dille will use reasonable efforts to cause third party licensees of the Property to purchase advertising space in the Standard Comics and/or in other DF publications, provided that DF hereby grants Dille one page per Standard Comics issue, free of charge, to use in Dille's discretion to promote one or more third party licensee's products related to the Property (e.g., DVD's, candy, apparel, linens, lunch boxes). For each third party licensee of the Property that purchase advertising space in DF publications, and for each advertiser that purchases advertising space in one or more publications licensed hereunder, DF shall pay Dille fifteen percent (15%) of the gross sum DF receives from such advertising space purchaser. DF shall report all such advertising space sales and make all such payments on the same terms and conditions as set forth hereinabove with respect to reporting and payment of Royalties.

**Ownership:**

All current and future ownership rights, copyrights, trademark rights, trade name rights, performance rights, author's rights, moral rights and all other proprietary or intellectual property rights, throughout the universe, in and/or resulting from the services performed pursuant to this paragraph or the exercise of the rights licensed hereunder and any and all copyrightable ideas, writings, and drawings created as a result of, or in the course of, performing such services and the exercise of such rights will be the exclusive property of Dille from the moment of creation. DF, by itself or via a third party, shall at no time during the Term or thereafter contest Dille's exclusive, complete and unrestricted ownership of the Property, the Licensed Articles and/or any element thereof. DF acknowledges that the Property and any work(s) derivative of the Property are owned and controlled solely and exclusively by Dille. Each Licensed Article and element thereof shall be created as a "work made for hire" (as defined in the federal copyright statutes of the United States), and Dille shall be the copyright owner of each Licensed Article and element thereof (e.g., without limitation, story, artwork, etc.) in perpetuity throughout the universe, and that, except as otherwise expressly provided for in this Agreement, Dille shall have the exclusive right to use or sublicense the use of each Licensed Article (or element thereof) in all media now known or hereafter devised without

compensation to DF. DF irrevocably grants and assigns to Dille all right, title and interest (including without limitation copyrights, trademark rights, and other proprietary rights) in perpetuity throughout the Universe it has and may have in or to any Licensed Articles and all elements thereof. If DF intends that any third party makes or has made contribution to the Licensed Articles or otherwise to the Property, then DF shall timely obtain from such party a full confirmation and assignment of rights so that the foregoing rights shall vest fully in Dille. Dille shall supply the document DF will have each contributor execute. To the extent any such contributed material(s) cannot be deemed a "work made for hire," DF hereby assigns to Dille all right, title and interest in and to such created and/or contributed material(s), including all copyrights, trademark rights, and other intellectual property rights therein, in perpetuity, throughout the universe, and all extensions and renewals and reversions thereof. At Dille's request, DF by its duly authorized officer, shall execute all documents and other instruments necessary or desirable to confirm such assignment. Each and every copy of the Licensed Articles, and packaging and advertising and promotional materials therefore, shall bear the copyright and trademark notices and any other appropriate legal notices that Dille may from time to time prescribe. All uses of the Property and the elements thereof and the trademarks and other intellectual property rights associated with the Property shall inure exclusively to the benefit of Dille, and no use thereof shall confer any rights on DF, except as expressly licensed hereunder. DF will not, in any form, during or after the term of this agreement, exercise the exclusive rights of Dille in the Property, the elements thereof, or the trademarks and other intellectual property rights therein.

**no-over Rights:**

In the event of cross-overs, each respective party will acknowledge and agree that each entity's Property is the sole and exclusive property of respective Rights Holder, and Rights Holder, as applicable, are the owners of all right, title, and interest in and to the Licensed Property.

**Complimentary Copies:**

DF shall deliver to Dille at no cost to Dille ten (10) royalty-free copies of each completed Licensed Article upon initial distribution thereof and four (4) samples of all advertising, promotional and display material using the Property upon initial release thereof. If Dille requests additional samples or copies of any Licensed Articles, then DF shall provide same to Dille at DF's manufacturing cost.

DF may distribute a reasonable number complimentary copies (it being acknowledged that 75 copies per Standard Comics issue and/or New Collections edition, and 25 copies per Classic Collection edition is reasonable) to creators participating in creation of the respective Licensed Article, and/or for industry promotional purposes (e.g., to reviewers) without such complimentary copies' being included in unit sales for purposes of determining Dille Royalties hereunder.

Additional licensed categories shall be distributed royalty-free with one to six (6) units per creator and up to twenty-five (25) units for media and reviews sites.

**Termination:**

Notwithstanding any contrary provision of this Agreement, Dille may terminate the Term hereof on written notice to DF if any of the following conditions applies or occurs: (i) DF fails to meet or exceed the Minimum Publication requirement; (ii) DF breaches any of its material obligations under this Agreement; (iii) DF produces and/or distributes and/or markets any item(s) or material(s) related to the Property without Dille's approval; (iv) DF fails or refuses to pay Dille the amounts due hereunder as and when due; (v) DF ceases to do business, declares itself or is declared a bankrupt; (vi) DF commits or causes to be committed any act that demeans or devalues the Property; (vii) DF uses the Property in any way that violates the law of any jurisdiction in which the Licensed Articles are made or sold; (viii) the Licensed Articles or any element thereof violates the rights of any third person. As to the immediately preceding items (i), (ii), (iv), DF shall have thirty (30) days from the date Dille delivers notice to DF of such condition or occurrence within which to cure the same. As to this paragraph's items (iii) and (vi), DF shall have fifteen (15) days from the date that is the earlier of the date that Dille delivers notice to DF of such condition or occurrence or the date that DF otherwise becomes aware of such condition or occurrence within which to cure the same. No cure period shall apply as to this paragraph's items (v), (vii) and/or (viii), and Dille may, at its election, terminate the Term hereof immediately upon delivery of notice of such termination. Any termination hereof by Dille shall be without prejudice to any other rights or remedies Dille may have at law or equity.

**Indemnification:**

**By Dille:** Dille shall indemnify, hold harmless, and defend DF from and against any claims, liabilities, demands, causes of action, litigation, judgments, settlements, expenses or damages, including without limitation, actual, reasonable and verifiable outside attorneys' fees and costs (collectively, "Claims") arising out of any breach by Dille of its representations or warranties under this Agreement; provided that such Claims are reduced either to an adverse unappealable judgment or to a settlement entered into pursuant to DF's written consent which consent shall not be unreasonably withheld or delayed. If any copyright infringement claim be brought against the Property and DF as a result of any misrepresentation expressly made by Dille herein, then Dille will cover any deductible on DF's Errors and Omissions insurance policy which policy DF shall maintain in full force and effect throughout the Term (as it may be extended) and for a period of three years thereafter.

**By DF:** DF hereby undertakes to indemnify and hold Dille harmless from and against any loss, liability, damage, cost or expense (including attorneys' fees and costs) (collectively, "Claims") arising out of any claims, demands, or lawsuits which may be made or brought against Dille by reason of: (i) any alleged defamation or alleged infringement of

any statutory copyright, common law right, right of privacy, or proprietary or personal right of any sort which may result from the exploitation of any Licensed Article(s) or element(s) thereof; (ii) any breach by DF of any of the warranties, representations, undertakings or agreements set forth in this Agreement or otherwise arising in connection with the exercise of DF's rights hereunder, except to the extent to which Dille is required to indemnify DF.

**General:**

No Partnership or Joint Venture: Nothing contained herein shall constitute a partnership, joint venture, agency or employer-employee relationship or guarantee of future employment between the parties hereto.

Third Party Agreement: Subject to this Agreement's terms, DF may engage a third-party manufacturer/publisher for any aspect of production, without limits, including the creation of trade paperbacks, mass market paperbacks and hardcovers; provided that all such services shall be performed in accordance with the Ownership provisions set forth above.

Confidentiality: Each party undertakes to keep all matters contained herein confidential (i.e., shall be subject to at least the same level of protection as each party accords its own confidential, and in no event less than a reasonable level of protection from disclosure to third parties); provided, that each party may disclose information relating to this Agreement as part of its normal reporting or review procedure to its partners, its auditors, its attorneys and/or its agents acting in their capacity as such; provided, however, that such parent company, partners, auditors, attorneys and/or agents agree to be bound by the provisions of this Paragraph.

Press Releases: All press releases and/or other public dissemination relating to the existence of this Agreement and/or any particulars relating hereto shall be subject to the mutual approval of DF and Dille.

No Assignment: This Agreement and the rights and obligations of DF hereunder shall not be subcontracted, assigned or transferred by DF, in whole or in part without Dille's written consent unless expressly permitted herein.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California without giving any weight to the Conflicts of Laws provisions thereof. Venue for any proceedings brought under this Agreement shall be a State or Federal court in Los Angeles County, California.

Consent to Breach Not Waiver: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by either party to, or waiver of, a breach by the other party

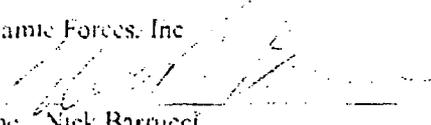
**Force Majeure:** Neither party will be liable to the other for delays in the performance of this Agreement if the delay is caused by strike, riots, wars, government regulations, acts of God, fire, flood, or other causes beyond such party's control (each a "Force Majeure Event"), provided such delayed performance shall only be excused for a period of time equal to the duration of the Force Majeure Event

**Notices:** All notices or other communications to be given hereunder shall be delivered to the receiving party's address as first set forth above, and shall be deemed validly given or made as of the second business day after mailing if mailed by certified mail, return receipt requested, postage prepaid, addressed to the party at the address given below (or such other addresses as the parties may designate in writing from time to time):

**Entire Agreement:** This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto

The preceding terms are accepted and agreed to by:

Dynamic Forces, Inc

By:   
Name: Nick Barucci

Its: President

Date: 6 . 14 . 2007

The Dille Estate

By:   
Name: Virginia N Dille

Virginia N Dille

Date: 6 . 14 . 2007

November 17, 2010

Gil Gerard  
1109 S. Park St., Suite 504-323  
Carrollton, GA 30117

RE: **GIL GERARD - BUCK ROGERS (LICENSING & MERCHANDISING)**

Dear Gil,

As we discussed, below is the memorandum of understanding memorializing the agreement between Gil Gerard and The Dille Family Trust for the use of your image. We agree as follows:

- 1. You, Gil Gerard desire to have The Dille Family Trust (DFT) use reasonable efforts to identify licensing, merchandising and promotional opportunities including commercial advertising & product endorsements on a exclusive basis for your name, image and likeness, in connection with the 1979-1981 television series 'Buck Rogers in the 25<sup>th</sup> Century'.
- 2. The term of this Agreement shall commence on the date hereof and shall be perpetual, subject to the provisions of this Agreement.



- 4. This Agreement is assignable by the DFT to any successor which acquires trademarks and copyrights to the property. This Agreement shall be assignable by Gil Gerard to any entity controlled by Gil Gerard, and inure to the benefit of and be binding upon his personal successors, legal representative, immediate heirs and assigns.
- 5. The above constitutes a binding memorandum of agreement unless and until a more formal agreement is executed.

It is understood that any other use of Gil Gerard's name or image or likeness unrelated to Buck Rogers in the 25<sup>th</sup> Century is expressly reserved to Gil Gerard.

ACCEPTED AND AGREED TO:

Very truly yours,

  
 Gil Gerard  
 DATE 12/08/10

  
 THE DILLE FAMILY TRUST  
 Arthur Martin, Trustee  
 DATE 1/10/11

THE DILLE FAMILY TRUST • c/o Jenner & Block LLP • 353 N. Clark St., Chicago, IL 60654-3456



**SHORT FORM LICENSE AGREEMENT**

Date: As of 10/25/07

Reference No: BR-LW-01

**1. LICENSOR:**

Dille Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC Attn: Leslie Levine  
8024 Cahill Ave  
Tarzana, CA 91358  
Phn: 310-29-1421  
Fax: 818-344-1228  
Email: [lesliemlevine@gmail.com](mailto:lesliemlevine@gmail.com)

**LICENSEE:**

Go Hero LLC Attn: Steve Forde  
PO Box 722  
331 Leconey Ave.  
Palmyra, NJ 08065  
Phn: 856-303-9493  
Fax: 856-303-1014  
Email: [sforde@gohero.com](mailto:sforde@gohero.com)

2. **Grant of Rights/Reserved Rights:** Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

3. **Property:** The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such Property or new audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

4. **Licensed Articles:**

Product 1. A non-articulated 2" metal representation of Buck Rogers produced as a limited production with no more than 10,000 units produced [redacted]. Such item is to be sold in tandem with the following: A replica of the original Daisy Manufacturing Company (patented 2,077,763 on April 20<sup>th</sup>, 1937) Buck Rogers Atomic Disintegrator, invented by Charles F. Lefever. Although intended to graphically replicate the original gun, this will not dispense projectiles. Function is limited to popping sound and will spark, however, will be replicated in a way to ensure no physical damage to person or property due to such visual spark. Such gun will not be battery powered or electric powered by any means. The flint friction mechanism shall in no way be removable, ingested nor cause body or property damage if touched. Friction and spark takes place inside chamber of replica gun or will be manufactured instead with LED. Coloration of gun must follow all present bright color specific standards as set as not to confuse law enforcement that this indeed is a toy gun. Item is to be sold and marketed as a limited edition collectible and not a toy. Packaging will clearly reflect this intent as well as a "16+" age grade, sold in a cigar box like package with velvet interior. Refer to 21 page attachment.

Product 2. An articulated 1:6 scale 12" collectible figurine of Buck Rogers. Body - Articulation will be approximately 25 - 40 points. Said figure will come with removable cloth shirt and pants with leather or vinyl materials for the vest, and helmet. (Removed "gloves" as they may be vinyl accessories) Item is to be packaged with Accessories made of plastic (soft vinyl) and/or soft metals. The same gun as above will be scaled down as an accessory. Item will be packaged as a collectible and come with a full-color, book style box with die cut rocket window. [redacted] and will be age graded appropriately for a collectible, not as a toy. A limited number of figurines, anticipated to be not fewer than 2,500 nor greater than 10,000, will be produced and each will be numbered via a custom die cut box label.

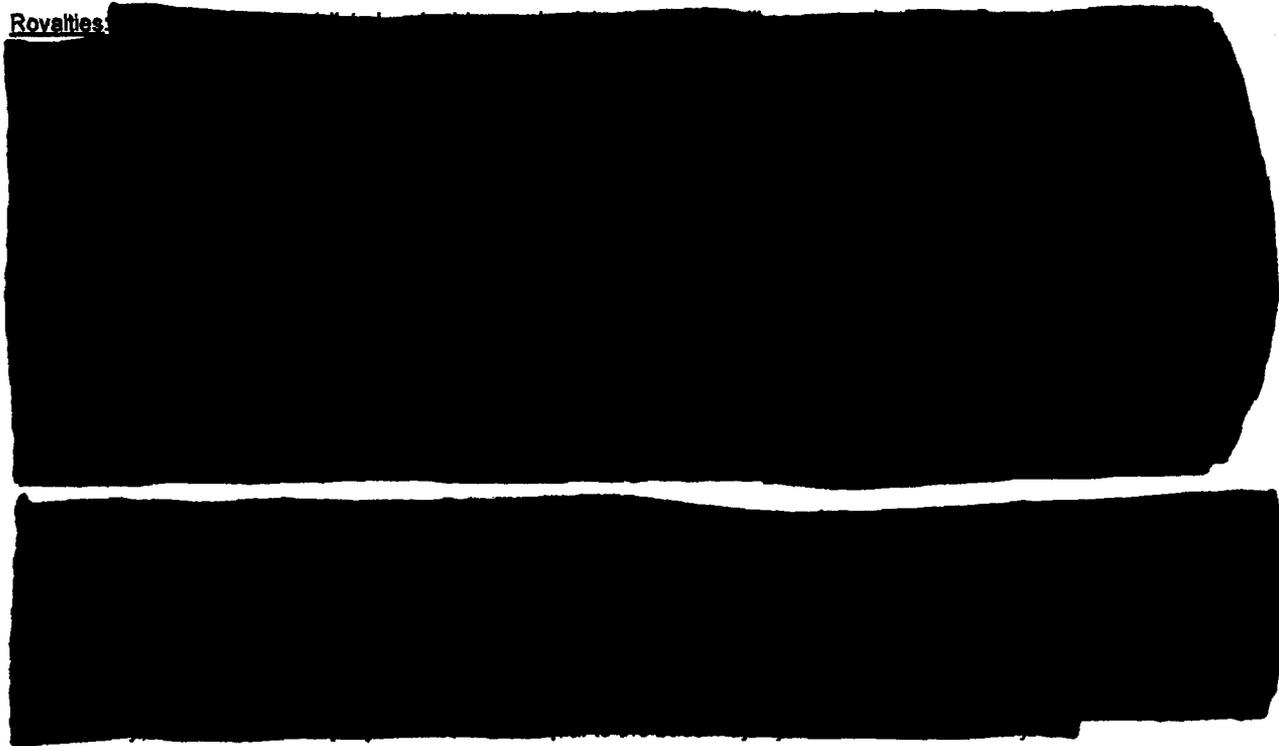
5. **Term:** October 1, 2007 through December 31, 2010.

6. **Territory:** United States.

7. **Advance/Guaranteed Royalties:** [redacted]

The Advance is non-refundable and non-returnable but is recoupable against Royalties.

8. Royalties:



9. Marketing Date: In order to achieve the best marketing of the Licensed Articles, Licensee agrees that it shall begin marketing in the Channels of Distribution no later than the July, 2008 San Diego Comic-Con. First offered to the retail trade for purchase at Toy Fair, February 2008 and available in wide release by September 2008.

10. Channels of Distribution: Licensee's direct sales to the collectible market, ie: DKE Toys and Diamond Distribution, Sideshow Collectables, Master replicas and such other Licensee wholesale distribution channels. Any sales outside Territory shall be approved on a case by case basis and limited to premium collectible boutiques. No sales shall be made into the mass market or mass toy accounts such as Toys 'R Us.

11. Insurance & Indemnity:

(a) Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$5,000,000 for bodily injuries and \$1,000,000 for property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor shall be an additional named insured under such product liability policy or policies. Licensee shall provide Licensor with a Certificate of Insurance, which shall provide that the insurance may not be canceled or not renewed except under 30 days written notice to Licensor. Such certificate shall be provided within 30 days of execution. Licensee shall promptly replace and policies which have been canceled or not renewed. This may be excessive as this is an adult collectible, the burden is not as high as they would be if this was a children's product.

(b). Licensee warrants and will provide verification of the rights granted by Daisy Manufacturing Company to reproduce the Licensed Article and Licensee will adhere to all requirements of such grants ensuring that those grants in no way conflict with those granted herein. Any rights regarding patents, original inventor or such inventor's heirs, etc. must be the full burden and responsibility of Daisy Manufacturing Company Daisy Museum and Licensee. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor

(c) Licensee warrants and represents that the replica gun complies with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities.

(d) Licensee will indemnify Licensor, its agents, officers, directors, successors and assigns, and save and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend

same. This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts, artwork, preproduction prototypes, final product, packaging and the layout, design, factual accuracy and overall content of Licensee's marketing, advertising and publicity material in any and all media. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed as unlicensed and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.
13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one video cassette DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article
14. **Legal Notice:** All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers © and © Dille Family Trust. Licensed by Licensing Works, LLC. All Rights Reserved. WILL THIS ALSO CARRY ANYTHING RELATIVE TO DAISY MUSEUM IN THIS LINE? Yes... There will be some notation of Daisy in the fine print

15. **Accounting/Auditing Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months to commence an audit of the books and records of Licensee relating to the Licensed Articles and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.

Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of thirty (30) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "dump" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensee's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.). Does this mean you are asking to own, as cost, the new molds and prototypes that I am having made?

16. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereto acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.
17. **Breach, Default & Remedies:** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate this Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all audit fees due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
18. **Method of Payment:** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the Dille Trust c/o

and made out to Licensing Works, LLC at the address on page one herein.

- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
  
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

**AGREED AND ACCEPTED:**  
Dillie Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREED AND ACCEPTED:**  
Go Hero LLC  
c/o Steve Forde

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGREEMENT**

Agreement by and between HERMAN AND GEER COMMUNICATIONS, INC., d/b/a HERMES PRESS, hereinafter referred to as "HERMES PRESS" and THE DILLE FAMILY TRUST, hereinafter referred to as "THE DILLE TRUST," WHEREAS, the parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire English Language newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967, in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip.

WHEREAS, Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust will assist Hermes Press where possible in securing material for the reprints.

WHEREAS, Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book;

WHEREAS, The Dille Trust shall warrant and guarantee that they own the intellectual property for Buck Rogers in the 25<sup>th</sup> Century to the extent that such rights are not in the public domain;

WHEREAS, this agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>th</sup> Century and all related intellectual property;

WHEREAS, The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years;

WHEREAS, 

AND NOW, WHEREFORE, in consideration of the mutual agreements and covenants set forth hereinabove, the parties agreeing to be legally bound agree to the following:

1. The parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967 in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip;
2. Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust shall assist and cooperate with Hermes Press where possible in securing and making available material for the reprints;
3. Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book; the design of the books, including cover art, and the marketing campaign created by Hermes Press will be subject to

the prior written approval of the Dille Trust. This approval shall not interfere with the production schedule of the books. The approval process shall not take more than seven (7) business days, however, can be extended by mutual agreement between the parties. The copyrights of such newly created works become the property of the Dille Family Trust. All art and design created shall be copyrighted in the name of the Dille Family Trust

4. The Dille Trust warrants and guarantees that they own the intellectual property for Buck Rogers in the 25<sup>th</sup> Century required for the exercise of the rights granted hereunder;

5. This agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>th</sup> Century and all related intellectual property to the extent not in the public domain;

6. The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years; the first book hereunder shall be published and released in commercial quantities no later than December 1, 2008, failing which this license shall terminate, however, if due to unanticipated difficulties the first book is not published within the aforementioned time frame the parties can mutually agree in writing to extend this deadline under reasonable circumstances; Subsequent volumes shall come in an orderly fashion not more than six (6) months apart. The print runs shall be determined by the direct market order and shall be increased to anticipate demand in the book market;

7. Hermes Press shall have the license, pursuant to this agreement, to publish in large format book form the strips in book form for the term specified in paragraph 6 and distribute them solely by way of sales of the books in the book trade and comic book direct market, and shall have the right of first refusal to reprint the books if necessary during the term of this Agreement; all rights not expressly licensed hereunder are reserved by the Dille Trust; the copyrights, trademarks and other intellectual property rights in and to the Buck Rogers property and all elements thereof are, as between the Dille Trust and Hermes Press, reserved by the Dille Trust, subject to the rights expressly licensed hereunder, and all uses thereof by Hermes Press will inure to the benefit of the Dille Trust.

8.



9. This agreement constitutes a license permitting Hermes Press to publish

the material described in paragraph 1 above associated with Buck Rogers in the 25<sup>th</sup> Century;

10. None of the rights licensed hereunder may be assigned or sublicensed by Hermes Press without the prior written approval of the Dille Trust. This agreement constitutes the entire agreement between the parties and can only be changed or modified in writing, said writing to be executed between the parties;

11. In case there is any dispute between the parties, the law of the forum which shall be controlling shall be the laws of the State of California;

12. Any disputes between the parties shall be resolved by Arbitration, pursuant to the Rules of the American Arbitration Association in the State of California;

13. In case of a dispute, a written demand for arbitration shall be made. If a written request relative to a dispute is made, the complaining party shall appoint an arbitrator, the adverse party shall appoint an arbitrator, and the two arbitrators, within thirty (30) days of their appointment shall appoint a neutral arbitrator. These three arbitrators will then hear any disputes between the parties. Any disputes between the parties shall be settled pursuant to the American Arbitration Association Rules and any decision made by the arbitrators shall be binding. Each party shall be responsible for the cost of its arbitrator and the parties shall share the costs of the neutral. The sole purpose for arbitration shall be a dispute with regards to the instant agreement and shall not in any way, shape, or form be to question the trademark or copyright rights of the Dille Trust;

14. Hermes Press shall supply the designated representative of the Dille Trust with a minimum of twenty-five (25) copies of each book issued and shall sell to the agents, servants, and representatives of the Dille Trust copies of the book at distributors wholesale (the actual wholesale rather than the vendor wholesale price).

IN WITNESS WHEREOF, the parties have executed this Agreement on the

16 day of March, 2008.

WITNESS

Herman and Geer Communications,  
d/b/a Hermes Press

WITNESS:

The Dille Family Trust

For Virginia Dille

Witnessed by Teresa Dille



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

**Date: 9/01/2011**

**Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor**

<b>LICENSEE DETAILS</b>	
Licensee name:	Intrada, Inc.
Company address:	6200 Antioch St. Suite 101 Oakland, CA 94611
Email:	roger.feigelson@intrada.com
Telephone:	510-338-0310
Facsimile:	510-338-0311
URL:	http://www.intrada.com
Licensee contact for contract matters:	<b>Attn: Roger Feigelson, VP – Product Development &amp; Marketing – PH: 650-506-4798 roger.feigelson@intrada.com</b>
Licensee contact for marketing matters:	<b>Attn: Roger Feigelson - roger.feigelson@intrada.com</b>
Licensee contact for payment matters:	<b>Attn: Roger Feigelson - roger.feigelson@intrada.com</b>
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Series of original music soundtracks on CD from the classic 1979 TV Series 'Buck Rogers in the 25 <sup>th</sup> Century' starring Gil Gerard. Anticipated to be a series of five volumes on 10 CD's, MSRP [REDACTED]
Exclusions:	<b>Use of Erin Gray's Name &amp; Likeness from the TV series is excluded.</b>
Channels of Distribution:	Product is sold through music retail stores, internet, wholesale distributors, wholesalers websites, and direct to consumers through Licensees website: <a href="http://www.shop.intrada.com">http://www.shop.intrada.com</a> . Licensee to cover the cost of all returns.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014. Coterminous with Intrada's licensing agreement with Universal.

Sell-off period	Twelve Months as per Intrada/Universal agreement.		
Territory/ies:	Worldwide		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, electronic press releases, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Licensee to send promo copies to reviewers and soundtrack radio programs for promotional purposes.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
	March 1, 2012	Music Soundtrack CD's	February 1, 2012      June 1, 2012
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works! ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) Samples per SKU each for the Dille Family Trust, Gil Gerard and Erin Gray respectively with two additional samples per SKU to Licensingworks.		

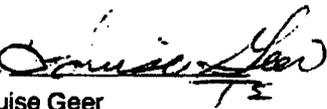
	<p>use. Passive royalty to Gil Gerard will be administered and remitted by The Dille Family Trust, not by Licensing Works. For clarity, Licensing Works!® is not involved in the administration of such passive royalty payments.</p> <p>Intrada acknowledges that it is responsible for any additional rights clearances and/or royalties owed to third parties (ie Composer(s), Universal, etc..) including reporting and remitting payment. Such third party royalty payments shall not diminish the exclusive royalty payment(s) to the Dille Family Trust mentioned above.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Intrada, Inc. - LICENSEE**

By:  \_\_\_\_\_  
 Louise Geer  
 It's: Trustee

By: \_\_\_\_\_  
 It's:

Date: Oct 5, 2011 \_\_\_\_\_

Date: \_\_\_\_\_



THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE

RESCINDE  
 11/3/11

Date: 9/19/11

LICENSEE DETAILS	
Licensee name:	Killer Tees
Company address:	1695 East 21 <sup>st</sup> Street - 9F Brooklyn, NY 11210
Email:	Killertees100@yahoo.com
Telephone:	(917) 622-4450
URL:	www.killerteesnyc.com
Licensee contact for contract matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for marketing matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for payment matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
PRODUCT DETAILS	
Licensed Articles:	Men's and Women's T-shirts, Hoodies, Thermal Long Sleeve T-shirts
Exclusions:	None
Channels of distribution:	Specialty Stores/Independent, Chain Stores, Department Stores, Mid Tier, Internet, Retail Stores wholesale distributors, wholesalers websites, and directly to consumers through Licensees website: www.killerteesnyc.com
LICENSE DETAILS	
Term	9/19/2011-12/31/13
Sell-off period	Three (3) Months
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/Internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.
Language(s):	English

<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook), various online forums, catalog/brochures, sell-sheets, magazine advertisements (budgets permitting), Licensees email list as well as publicity/reviews.		
Release date: January 2012	Product	Release date:	
	T-shirts/Hoodies	January 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	24 Samples of each design		
Special Conditions	[REDACTED]		

<p><b>Approvals</b></p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

<p><b>Accepted by:</b>  <b>The Dille Family Trust</b>  <b>- LICENSOR</b></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p><b>Accepted by:</b>  <b>Killer Tees</b>  <b>- LICENSEE</b></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p><b>Licensing Works, LLC</b>  <b>- AGENT</b></p> <p>_____</p> <p>Leslie Levine</p>	



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/13/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Mulligan Pictorial
Company address:	2902 Mainway Drive Rossmoor, CA 90720
URL:	<a href="http://www.mulliganpictorial.com">http://www.mulliganpictorial.com</a>
Telephone:	949-475-7415 949-500-3578 Cell
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: James Mulligan - mulliganpictorial@yahoo.com
Licensee Artist contact for marketing matters:	Attn: James Mulligan - mulliganpictorial@yahoo.com
Licensee Artist contact for payment matters:	Attn: James Mulligan - mulliganpictorial@yahoo.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
<p>Exclusions:</p>	<p>Not Applicable</p>
<p>Channels of distribution:</p>	<p>Through fine art galleries and directly to consumers through Licensee Artist's website: (<a href="http://www.mulliganpictorial.com">http://www.mulliganpictorial.com</a>). Licensee Artist does not accept returns of any kind.</p>
<p><b>LICENSE DETAILS</b></p>	
<p>Term</p>	<p>Two (2) years from 9/15/2010 - 9/14/2012.</p>
<p>Sell-off period</p>	<p>Four (4) Months</p>
<p>Territory/ies:</p>	<p>U.S. and Canada; Worldwide for internet sales.</p>
<p>Language(s):</p>	<p>English</p>
<p><b>PAYMENT DETAILS</b></p>	
<p>Advance</p>	<p>[REDACTED]</p>
<p>Royalty rate:</p>	<p>[REDACTED]</p>
<p>Minimum Guarantee (payable including the Advance):</p>	<p>Licensee Artist to provide Licensor with all original art pieces created by Licensee Artist under the terms of this agreement. Ownership of the original art and all related copyrights shall be the property of The Dille Family Trust.</p>

**Gallery Commissions:** Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.

Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.

**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment:	New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.		
Release date:	Product	Earliest Release Date	Latest Release Date
November 1, 2010	Original Fine Art Prints	10/15/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

If via wire transfer to:

[Redacted]

If by mail to AGENT:

[Redacted]

**OTHER DETAILS**

Samples of the final Licensed Articles	One (1) '8.5 x 11 Mini Proof' and One (1) '16x20 Fine Art Print' Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.
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Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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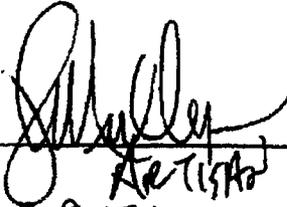
The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust - LICENSOR  
Licensing Works, LLC - Agent

Accepted by:  
Mulligan Pictorial

By:   
Its: FR. FLENT DILLES  
Date: 9/15/10

By:   
Its: Artist  
Date: 9-15-10

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

KETRO ALSO GO

SHORT FORM LICENSE AGREEMENT

Date: As of 100509 Reference No: OR-GH-01

<p><b>1 LICENSOR:</b>  Dale Family Trust and Ground Zero Productions  www.CokeandBelt.com Suite 203  Culver City, Ca 90232  Email: <a href="mailto:info@dalefamilytrust.net">info@dalefamilytrust.net</a>  Phn: (310) 266-9500</p>	<p><b>LICENSEE:</b>  Retro-4-go-go! Studios  At: Kirsten Pappas  9846 Scholer Drive  Pinebluff, AR 71668  <a href="http://www.retro4gogo.com">www.retro4gogo.com</a>  Phn: (734) 476-0300</p>
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2. **Grant of Rights/Reserved Rights:** Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, patent, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

**Property:** The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any features and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such Property or new audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

**Licensed Articles:**

- 4. **Product 1: Belts and Buckles.** Era 1 Style, Boutique Quality, 3 - 5 Designs.  
Utilize artwork from the original comic strip. The style of these buckles is like a framed picture, coated with clear resin (giving the image a glass-like finish).
- Product 2: Large and Small Card Cases.** Era 1 Style, Boutique Quality, 3 - 5 Designs.  
Durable stainless steel snap-close case with art on the front. Used to carry credit cards, drivers license and cash, coated with clear resin (giving the image a glass-like finish).
- Product 3: Picture Frames.** Era 1 Style, Boutique Quality, 3 - 5 Designs
- Product 4: Embroidered Patches.** Era 1 Style, Boutique Quality, 3 - 5 Designs

5. **Term:** November 4, 2008 through December 31, 2010

6. **Territory:** World.

7. **Advance/Guaranteed Royalties:** In consideration for the rights granted herein, the Licensee shall pay to Licensor \$500 promptly upon execution of the Agreement (the "Advance").

The Advance is non-refundable and non-returnable but is recoupable against Royalties

8. [REDACTED]

This Agreement is binding only if each page is initialed or stamped by authorized signatures of Licensor and Licensee

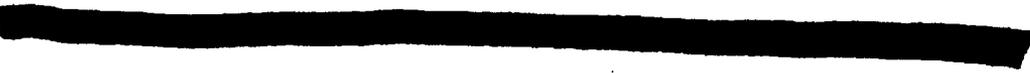
Kp 10/19/09

[REDACTED]

- 9. **Marketing Date:** In order to achieve the best marketing of the Licensed Articles, Licensee agrees that, subject to timely approvals by Licensor, avoidance of manufacturing difficulties and force majeure events, it shall endeavor to begin soft marketing in the Channel of Distribution no later than the March, 2009, with a commitment to full retail July 2009.
- 10. **Channel of Distribution:** Licensee's direct sales to the boutique fashion market, trade shows, gift shops, designer stores, and via website.
- 11. **Insurance & Indemnity:**
  - (a) Licensee warrants and represents that the products comply with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor.
  - (b) Licensee will indemnify Licensor, its agents, officers, directors, successors and assigns, and vice and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend same. This paragraph shall survive the expiration or earlier termination of this Agreement.
- 12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts and artwork (each of which Licensor hereby acknowledges are approved), preproduction prototypes, final product, packaging and the layout, design, textual accuracy and overall content of Licensee's marketing, advertising and publicity material in any and all media (individually and collectively, "Production Materials"), such approvals not to be unreasonably withheld. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed an infraction and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.
- 13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article.
- 14. **Label Notice:** All Licensed Article labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):  
 Buck Rogers © and © Dale Family Trust. All Rights Reserved.
- 15. **Accounting/Audit Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months following the delivery of any such statement to commence an audit of the books and records of Licensee relating to such statement and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.  
 Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of ninety (90) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "burn" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensor's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor. Upon conclusion of this agreement, Licensor will be given 30 days to purchase artwork or other materials, directly related to the above products, created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.) for reasonable market value including related storage, shipping, and handling fees. Should Licensor choose not to purchase these materials, Licensee will hold for archival purposes. Licensee acknowledges any additional use of such material is not granted and at no time are materials to be used in additional production, given, traded, or sold to a 3rd party without express permission from the Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.).
- 16. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California, without regard to

This Agreement is binding only if each page is initialed or stamped by authorized signatories of Licensor and Licensee.

*RP 10/19/09*



its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereby acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.

- 17. **Breach, Default & Remedies.** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate this Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all audit fees due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
- 18. **Method of Payment.** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the DHO Trust c/o and made out to Go Hero, LLC at the address on page one herein.
- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

AGREED AND ACCEPTED:  
Della Family Trust and Ground Zero Productions  
c/o First DHO

By: [Signature]  
Ts: Patrick  
Date: 11/05/09

AGREED AND ACCEPTED:  
Retro-a-go-go! Studios  
c/o Kristen Pagacz

By: [Signature]  
Ts: Retro-a-go-go LLC  
Date: 10/19/09

*Handwritten:* 10/19/09



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 4/15/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Rogers Rocket Ships
Company address:	P.O. Box 184 Bow, WA 98232  16052 Tulip Lane Bow, WA 98232
Email:	info@rogersrocketships.com; jon.rogers@sbcglobal.net
Telephone:	360-766-5274 408-691-6457 Cell
Facsimile:	Not Applicable
URL:	http://www.rogersrocketships.com
Licensee contact for contract matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for marketing matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for payment matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition original art prints in giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.
Exclusions:	Not Applicable

Channels of distribution:	Product is sold through wholesale distributors, wholesalers websites, and directly to consumers at conventions & trade shows or through Licensees website: <a href="http://www.rogersrocketships.com">http://www.rogersrocketships.com</a> . Licensee to cover the cost of all returns.		
<b>LICENSE DETAILS</b>			
Term	Two (2) years from 4/15/2011 - 4/14/2013		
Sell-off period	Not applicable as goods are not inventoried and printed on demand.		
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, conventions & trade shows, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Announcement at Norwescon, April 21-24, 2011 in SeaTac, WA ( <a href="http://www.norwescon.org">http://www.norwescon.org</a> ) provided this binding deal memo is executed and advance received.		
Release date:	Product	Earliest Release date:	Latest Release Date
May 1, 2011	Original Art Prints	April 22, 2011	June 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Three (3) Samples per SKU.		

<p>Special Conditions</p>	<p>Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$1,000,000 for bodily injuries and/or property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor and Agent shall be additional named insured under such product liability policy or policies. Licensee will provide Licensor with the declaration page of such insurance policy.</p> <p>Licensor retroactively grants Licensee a license to use the property in his 2001 book, "Spaceship Handbook: Rocket and Spacecraft Designs of the 20<sup>th</sup> Century - Fictional, Factual and Fantasy" and for the precision design drawings contained within the chapters "Satellite - A scientific Spaceship in Buck Rogers"; "Spider Ship - A Fantasy spaceship from Buck Rogers", "E.S.S. Pioneer - Buck Rogers Spaceships become Streamlined" and "Space Battle Cruiser - The Golden Age of Spaceships arrives". During the Term, Licensee may continue to sell his Spaceship Handbook and precision drawings, provided that Licensee pays Licensor the royalty rate stated above for all sales; book royalty to be prorated for percentage of property use. Licensee agrees not to sell the precision drawings after the term. Should the out of print Spaceship Handbook be republished after the term, Licensee agrees to secure the written consent of Licensor or omit the precision drawings based on the property.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Rogers Rocket Ships - LICENSEE**

By: \_\_\_\_\_

By: Jon Rogers

It's: \_\_\_\_\_

It's:

Date: \_\_\_\_\_

Date: April 19 2011



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 9/02/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Silk Pearce
Company address:	57 Priory Street Colchester Essex CO12QE United Kingdom
Email:	jack@silkpearce.com
Telephone:	+44 (0)1206 871001
Facsimile:	+44 (0)1206 871002
URL:	http://www.silkpearce.com
Licensee contact for contract matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for marketing matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for payment matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Brochure of approx. 16 pages, approx. A5 paper size for Italian paper company client Favini printed on their color papers showcasing Favini papers for graphic designers containing four images from Buck Rogers comic strips. Limited to a print-run of 10,000 brochures.
Exclusions:	Not Applicable
Channels of Distribution:	Product is mailed to graphic designers, upon request from <a href="http://www.favini.com">www.favini.com</a> as well as at trade shows and exhibitions free of charge.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014 or until Favini distributes 10,000 brochures, whichever occurs first.

Sell-off period	None		
Territory/ies:	Europe		
Language(s):	English & Italian		
<b>PAYMENT DETAILS</b>			
Advance(s)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum Marketing Commitment:	Photographs of brochure may be displayed on <a href="http://www.Favini.com">www.Favini.com</a> , but brochure will not be available for download, until the end of the term or Favini distributes 10,000 brochures, whichever occurs first.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
October 1, 2011	Paper Company Brochure	September 15, 2011	December 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©2011 The Dille Family Trust All Rights Reserved. Licensed by Licensing Works! ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) samples or one case, whichever is greater.		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Silk Pearce - LICENSEE**

By:   
Louise Geer  
It's: Trustee

By: \_\_\_\_\_  
It's: \_\_\_\_\_

Date: Sept 8, 2011

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/12/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	SquidJuice.
Company address:	SquidJuice 10 Gulliver Place Conifer Grove Auckland, New Zealand 2112
Email:	<a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a>
Telephone:	011-84-9-299-1844
Facsimile:	011-84-9-267-7122
URL:	<a href="http://www.squidjuice.net">http://www.squidjuice.net</a>
Licensee contact for contract matters:	Attn: Clint Pearce, Company Director - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a>
Licensee contact for marketing matters:	Attn: Robert Barnes, Lead Artist/Company Director - <a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a>
Licensee contact for payment matters:	Attn: Clint Pearce, Company Director - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a>
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Game for Apple iPhone®, iPod Touch® and iPad® (Hardware) Platforms inspired by 1930's to 1940's Buck Rogers Comic strips and toys.
Exclusions:	Not Applicable
Channels of distribution:	Product is sold/marketed exclusively through the Apple iTunes Store. Licensee to cover the cost of all development, returns, game updates, consumer complaints and customer service directed at developer, in this case Licensee.

LICENSE DETAILS			
Term	Three years and five months from 8/1/2010 - 12/31/2013 with option to renew by Licensor for an additional two year term at Licensor's sole discretion.		
Sell-off period	Not Applicable		
Territory/ies:	Worldwide		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, Apple webpages, social networking sites (ie Facebook, Twitter, You Tube), various online forums, trade shows, Licensees, fan email list as well as publicity/reviews.		
Release date:	Product	Earliest Release Date	Latest Release Date
	October 8, 2010	Classic Buck Rogers iPhone/iPad/iPod Touch Game	October 1, 2010 On or before November 30, 2010
LEGAL NOTICE			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
[REDACTED]		[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	Not fewer than Eight Downloadable (8) iPhone/iPad Games per SKU. Licensee also to provide NTSC DVD or HI-RES MPEG video of all Gameplay.		

Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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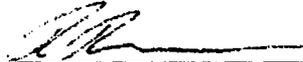
The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust - LICENSOR  
Licensing Works, LLC - Agent

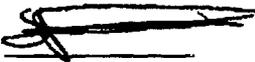
Accepted by:  
Squidjuice

By: \_\_\_\_\_  
Lorraine Williams

By:   
Its: Robert Barnes

Date: \_\_\_\_\_

Date: 21 - 8 - 10

By:   
Flint Dille

Date: 8/31/00

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Trademark Opposition of:

Mark:	BUCK ROGERS	Opposition No.:	91200643
Appl. No.	77/650082		
Filed:	July 12, 2011	Date:	July 2, 2012
Published:	June 14, 2011		

Dille Family Trust,

Opposer

v.

Nowlan Family Trust,

Applicant.

**OPPOSER'S SUPPLEMENTAL ANSWERS TO INTERROGATORIES**

The Dille Family Trust ("Dille"), by and through its attorneys and in Answer to Applicant's Interrogatories and letter from Mr. John J. O'Malley dated June 4, 2012, state as follows:

**GENERAL OBJECTIONS**

The following general objections apply to each of Applicant's requests for admission:

A. Dille objects generally to Applicant's Interrogatories on the grounds that they are vague and ambiguous, overly broad and unduly burdensome. Dille has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of Applicant's Interrogatories. Furthermore, the nature of licensing and marketing is ongoing, with new licenses and products created on a daily basis, and Dille has made a good faith effort to

reasonably provide a general sample; however, to identify and respond in totality to overly broad requests would be unduly burdensome and unreasonable.

B. These instant Interrogatories are interposed in bad faith as counsel for Applicant, as well as Applicant itself, have specific knowledge that Dille and its predecessors have, without interruption, asserted exclusive rights to the Trademark, BUCK ROGERS. Dille further objects to the instant Interrogatories as they are vexatious and obstreperous as the Applicant has settled any claims with Dille and its predecessors, and have received consideration and have waived any rights it may have had, which are not admitted by this Objection, to the trademark BUCK ROGERS.

C. The following responses and objections are based upon information now known. Discovery has not yet been completed in this action and Dille will therefore supplement these responses and objections to the extent required by the Federal Rules of Civil Procedure and U.S. Trademark Law.

D. Without waiving these objections and by way of response, Dille provides the following responses.

#### **SUPPLEMENTAL ANSWERS TO INTERROGATORIES**

**5. Identify each of Opposer's Products sold, offered for sale, and/or distributed bearing Opposer's Marks.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1-1. Summarizing the products provided within the redacted licenses annexed hereto as Exhibit 1-1, such products sold include: Halloween

Costumes and Uniform Replicas for men and women; fine art prints including Serigraphs, Giclees and Lithographs; a Radio drama consisting of 30 minute audio only episodes (multiple episodes may be combined and released on CD or DVD); Montage backdrops; original Standard Comics; series of Original Music Soundtracks on CD from the 1979 television series “Buck Rogers in the 25<sup>th</sup> Century;” T-shirts, Hoodies, Thermal long-sleeve T-shirts for men and women; Paper Company Brochure; and Classic Buck Rogers iPhone/iPad/iPod Touch Game. Dille reserves the right to supplement this response should sufficient information be discovered.

**9. Identify any additional Opposer’s Products that are to be introduced within the next two (2) years.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it requests information unknowable at present. Notwithstanding these objections, Dille responds that it anticipates products to be introduced similar to those contained within the redacted licenses of Exhibit 1-1, those items provided within the Goods and Services section of trademark application Serial Nos. 77/831,393; 77/831,213; and 85/512,662 and those products listed in Response 5 of this *Supplemental Answer to Interrogatories*.

**10. With respect to the first date of use of Opposer’s marks as identified in Opposer’s Registrations, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that date.**

**RESPONSE:** See General Objections.

Each of Opposer's Marks had attained incontestable status by filing of the Combined Declaration of Use & Incontestability under Sections 8 & 15 thereby providing conclusive evidence of the validity of the registered mark, including the first date of use.

**11. If use of Opposer's Mark has been continuous since the dates of first use, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that continuous use.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad as the Mark has been in continuous use since January 1929. A *prima facie* showing of continuous use is evidenced by the repeated Section 8 & 9 filing submitted the Dille Family Trust and accepted by the USPTO. Thus, Dille's responses regarding questions of continuous use shall be confined to the period from 2001 to the present.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1-1. Dille reserves the right to supplement this response should sufficient information be discovered.

**15. For each of Opposer's Marks, state the inclusive dates during which Opposer has used each of Opposer's Marks and the goods and/or services with which the mark has been used.**

**RESPONSE:** See General Objections.

Notwithstanding the foregoing objections, Dille responds that the inclusive dates start with those dates listed as dates of first use within each respective trademark application or

registration, with continuous use of each mark through the present date. Said dates of first use for Opposer's Marks are as follows:

U.S. Serial No. 77831213: Motion picture films: 1939; Book Series: 1932; Figurines: 1979; Toy Rocket Pistols, Toy Action Figures: 1934; Provisions of non-downloadable television programs: 1950.

U.S. Serial No. 77831393: 1928/09/10 (from prior registration U.S. Serial No. 0714184).

U.S. Serial No. 85512662: 1929/01/07 (this includes comic books, coloring books, newspaper comic strips, paper stationary, picture books and printed materials).

**16. For each of Opposer's Marks, identify any period during which use was discontinued and identify the goods and/or services for which use was discontinued.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term "discontinued." Notwithstanding said objections, Dille states that, upon information and belief, use had been continuous from the date of first use as provided within each mark's respective trademark application/registration (stated in Response 15 of this *Supplemental Answer to Interrogatories*) through the present date.

**20. Describe all design forms of Opposer's Marks that were used or are proposed for use.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and that it is vague, overly broad and confusing as to the term “design forms.” Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as Exhibit 1-1.

**21. Identify all distributors of Opposer’s Products.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is vague, overly broad and confusing as to the term “distributors.” Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is in possession of the licensees as provided by the redacted licenses annexed hereto as Exhibit 1-1.

**22. Identify each licensee of Opposer’s Marks.**

**RESPONSE:** See General Objections.

Dille further objects as this Interrogatory is repetitive. Notwithstanding the foregoing objections, Dille responds that this information is provided within the redacted licenses annexed hereto as Exhibit 1-1 and as follows: Anovos Productions, LLC; B. Rood Illustrations; The Colonial Radio Theatre On the Air; Creations Fantastic, Inc.; Drizzle Studios; Dynamic Forces, Inc.; Go Hero LLC; Intada, Inc.; Killer Tees; Mulligan Pictorial; Rogers Rocket Ships; Silk Pearce; and Squidjuice. Dille reserves the right to supplement this response should sufficient information be discovered.

**24. Identify all documents, which support the allegations and contentions made in paragraphs 2-15 of Opposer's Notice of Opposition.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that such documents are those annexed hereto as Schedules or Exhibits, those United States trademark applications publically available having serial numbers 77/650,082; 77/831,393; and 77/831,213, and those documents submitted in response to Applicant's First Set of Document Requests.

**28. State how and when Opposer first became aware of Applicant's use and/or application of Applicant's Mark, including but not limited to the date of such awareness and the manner in which Opposer became aware of such information.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action. Notwithstanding said objections, Dille states that, Applicant has affirmatively stated they have never used Applicant's Mark as evidenced by Applicant's filing of an application to use said mark.

**29. Identify all media in which Opposer's Products were or are expected to be advertised and/or promoted.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, that is vague, overly broad and confusing as to the term “media”, and that it requests information unknowable at present. Notwithstanding said objections, Dille states that, upon information and belief, media in which Opposer’s Products were or are expected to be advertised include newspapers, radio, television, comic books, periodicals and internet websites. Dille reserves the right to supplement this response should sufficient information be discovered.

**30. For each calendar year in which Opposer’s Products have been offered, state the amount of sales and the profits on those sales, by numbers of units and dollar volume for each, in the United States for each such calendar year.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**31. For each calendar year in which Opposer’s Products have been offered under Opposer’s Marks, state the dollar amount spent in the United States for advertising or promoting the Opposer’s Products during each of such years.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

**32. Explain Opposer’s decision to file trademark application Serial Nos. 77/831,393 and 77/831,213.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action, and it is outside the scope of discovery permitted by an interrogatory.

**33. Identify any individual involved in Opposer's decision to file the trademark application Serial Nos. 77/831,393 and 77/831,213.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory as it is wholly irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence relevant to the present action.

Defendant, Dille, acknowledges its continuing obligation to supplement this response should any information or documents responsive to Applicant's Interrogatories be discovered in the future.

DATED: Buffalo, New York  
July 2, 2012

/s/ Vincent G. LoTempio  
VINCENT G. LOTEMPIO, ESQ.  
Kloss, Stenger & LoTempio  
Attorney for Defendant,  
Dille Family Trust  
69 Delaware Ave, Suite 1002  
Buffalo, New York 14202  
(716) 853-1111  
vglotempio@klosslaw.com

To: John J. O'Malley, ESQ.  
Volpe and Koenig, P.C.  
United Plaza  
30 South 17<sup>th</sup> Street

Philadelphia, PA 19103  
Telephone: (215) 568-6400  
Facsimile: (215) 568-6499  
E-mail: [jomalley@vklaw.com](mailto:jomalley@vklaw.com)



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 8/9/11

Agent Contact: Pamela Harris & Leslie Levine

<b>LICENSEE DETAILS</b>	
Licensee name:	Anovos Productions, LLC
Company address:	7528 Pershing Blvd. Suite B202 Kenosha, WI 53142
Email:	joe@anovos.com
Telephone:	(262) 620-3262(312) 576-9563
Facsimile:	None
URL:	www.anovos.com
Licensee contact for contract matters:	<b>Joe Salcedo</b> - © (312) 576-9563
Licensee contact for marketing matters:	<b>Joe Salcedo</b> - © (312) 576-9563
Licensee contact for payment matters:	<b>Joe Salcedo</b> - © (312) 576-9563
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
<p>Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	<p>Halloween Costumes and Uniform Replica &amp; Prop Replicas</p> <p>Classic BR Costume - [REDACTED]</p> <p>TV Show BR Costume - [REDACTED]</p> <p>TV Show Women's BR Costume - [REDACTED]</p> <p>[REDACTED]</p> <p>Classic BR Costume For Women - [REDACTED]</p> <p>[REDACTED]</p> <p>High End Replica Costumes [REDACTED]</p>
Exclusions:	None
Channels of distribution:	Direct Sales, Distributors, Wholesalers, Retail Store Fronts, On-line, Mid-Tier, Mass Market, Department Stores and directly to consumers through Licensees website: www.anovos.com

<b>LICENSE DETAILS</b>			
Term	8/9/11 to 12/31/13		
Sell-off period	Three (3) Months		
Territory/ies:	United States only		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):			
[REDACTED]			
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment: Retail Accounts: Spirit/Spencers, Buycostumes, Halloween Express, Party City, etc. Walmart, Target, etc.	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook and Twitter), various online forums, catalog/brochures, sell-sheets, Licensees email list as well as publicity/reviews.		
Release date: Marketing Date: January 2012	Product	Release date:	Product
		August 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Reg. Halloween -Twenty-Four (24) Samples per SKU High End Replicas - Five (5) samples per SKU		
Special Conditions	[REDACTED]		

	product liability policy or policies.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Anovos Productions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its:

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 5/01/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	B. Rood Illustrations
Company address:	6846 Clearview St. Temperance, MI 48182-1389
URL:	<a href="http://www.brianrood.com/">http://www.brianrood.com/</a>
Telephone:	734-847-1727
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for marketing matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for payment matters:	Attn: Brian Rood – brianrood@brianrood.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
<p>Licensors grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	<p>An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor &amp; Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor, Licensee Artist may elect to produce an additional series under the same conditions above.</p>

SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.

GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.

LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.

Exclusions:	Not Applicable
Channels of distribution:	Through fine art galleries and directly to consumers through Licensee Artist's website: ( <a href="http://www.brianrood.com">http://www.brianrood.com</a> ) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.

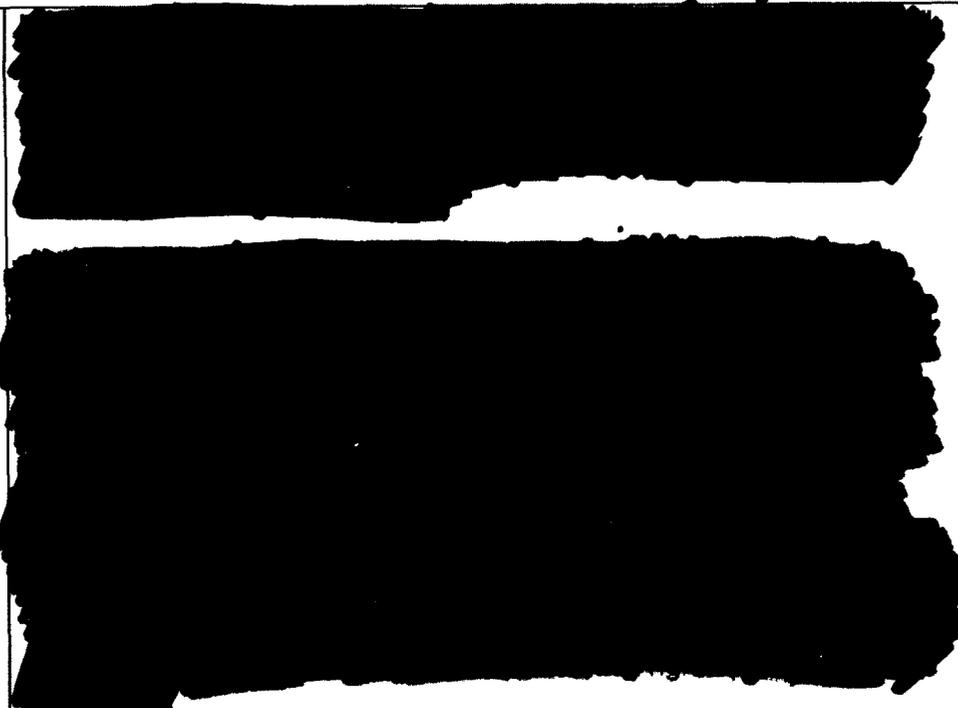
**LICENSE DETAILS**

Term	Two (2) years from 5/1/2011 – 4/30/2013.
Sell-off period	Four (4) Months
Territory/ies:	U.S. and Canada; Worldwide for internet sales.
Language(s):	English

**PAYMENT DETAILS**

Advance	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee (payable including the Advance):	[REDACTED]

Gallery Commissions



**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment: New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.

Release date:	Product	Earliest Release Date	Latest Release Date
September 1, 2011	Original Fine Art Prints	7/1/2011	On or before 12/31/2011

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201\_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>

**OTHER DETAILS**

Samples of the final Licensed Articles: One (1) '8.5 x 11 Mini Proof' per SKU, Fifteen (15) Samples per Lithograph & Poster SKU, and Three (3) Fine Art Print' Samples per Giclee & Serigraph SKU. Fine art prints are not printed until Licensee Artist

	receives orders.
Special Conditions	<p>Licensee Artist shall retain possession and ownership of the original art created for the Licensed Articles provided that ownership of all related copyrights to the art created for the Licensed Articles shall be the property of The Dille Family Trust. Licensee Artist shall make original art within Licensee Artist's possession available to Licensor for public exhibition provided that Licensor is properly insured.</p> <p>If Licensee Artist decides to sell the original art, Licensee Artist must give Licensor 30 days written notice of its intention to sell each original. Licensor shall have a right of first refusal to purchase the originals with Licensee Artist stating the price at which it is willing to sell the original art. If Licensor, does not purchase the original art piece during the 30 day period, Licensee Artist may sell the original to a third party provided that the sale price is no less than the amount offered to Licensor and Licensee Artist pays to Licensor 15% of the sale price under the royalty terms of this agreement, during and after the expiration of the term. If Licensee Artist is unable to find a buyer within 180 days, then Licensee Artist must again offer the original art to Licensor in the procedure stated above should Licensee Artist later offer the original art for sale.</p>
Approvals	<p>For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

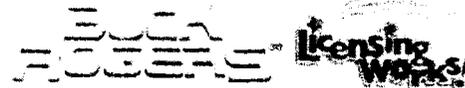
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**B Rood Illustrations**

By: *Louise A. Allen*  
 Its: Trustee  
 Date: 7/11/11

By: *B-R*  
 Its: \_\_\_\_\_  
 Date: 5-24-11



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 5/5/2010

Agent Contact: Leslie Levine, Jane McGregor &amp; Scott Cherrin

<b>LICENSEE DETAILS</b>	
Licensee name:	The Colonial Radio Theatre On The Air
Company address:	2207 Grove St. • Round Rock, TX 78681
Telephone:	512-508-1453
URL:	http://www.colonialradio.com
Licensee contact for contract matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for marketing matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for payment matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for creative matters:	<b>Attn: Jerry Robbins</b> – robbins.jerry@gmail.com 18 Sunset Ave. • North Reading, MA 08164 • 978-664-0408
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" (definition below) for the development, production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of January 1, 2010 unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
Ownership of Rights	The Licensed Articles shall be produced on a work-for-hire basis with Licensee ensuring that all copyrights, both written & performance, are registered on behalf of The Dille Family Trust. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title and/or interest in and to the Property, it being understood that all right, title and interest relating thereto are expressly reserved by the Licensor except for the rights being licensed hereunder. Licensee's every use of the Property shall inure to Licensor's benefit. Any and all novel elements and/or characters created by the author of the Licensed Articles shall become the property of Licensor.
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Radio drama consisting of 30 minute audio only episodes. Multiple episodes may be combined and released on CD or DVD.
Exclusions:	Not Applicable

Channels of distribution:	Product to be sold only through the following channels of distribution: online, radio, satellite radio, mobile devices, book specialty (ie Barnes & Noble), big box mass merchandisers (ie WalMart). Product may also be sold by Licensee through its Licensor approved (in writing) third party distribution partners, including but not limited to Brilliance Audio, Inc, a subsidiary of Amazon.com. Priority distribution is expected at Amazon.com, Audible.com and iTunes.com (and at many of Brilliance's affiliated on-line stores).
<b>LICENSE DETAILS</b>	
Term	90 days from 5/15/2010 to 7/14/2010 to consummate a distribution arrangement with Brilliance Audio, Inc. subject to Licensor written approval. Pending acceptance, Term to be extended three (3) years through 7/31/2013 upon payment of guarantee paid as outlined herein. If royalties paid to Licensor exceed guarantee by 25%, Licensee shall have an automatic right to renew for a second three (3) year term expiring 7/31/2016.
Sell-off period	Licensee shall have right to distribute produced content digitally for an additional five (5) years after the Term and on CD or DVD for three (3) years after the term with distribution and all other rights reverting solely to Licensor upon expiration of said sell-off period.
Territory/ies:	U.S. and Canada for packaged product. Worldwide for internet sales
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	To be negotiated by Licensee with Brilliance Audio and approved by Licensor in writing via executed agreement between Brilliance Audio, Inc., Licensee and Licensor with minimum guarantee payment payable to Licensor on or before 7/31/2010.
Amount [US\$] TBD	TBD
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>	
Minimum marketing commitment:	New product introductions on Licensees webpage, third party distributor webpages, social networking sites (ie facebook fan group), various online forums (Audio Drama Talk), Licensee's catalog/brochures, Licensees Fan email list as well as publicity/reviews. Licensee pod cast and third party pod casts. Programs will receive at least one airplay exposure on XM/Sinus Satellite Radio (Specific air times and rotation TBD, but most often programs are aired in 27 min. segments twice in a given day, with two complete airings of the series within the first year being common.) High interest shows will also benefit from exposure on the station managers weekly interview show if it is decided to launch with a 2 hr. stand alone show, followed with 24 weekly serial episodes. Amazon Linkage marketing technology will be used to gain exposure to those with an interest in sci-fi. Airplay exposure via radio and satellite radio airplay will drive consumers to these channels.

Release date:	Product	Earliest Release Date	Latest Release Date
	Classic Buck Rogers Radio Drama	10/31/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

© 2010 The Dille Family Trust. All Rights Reserved

*R Buck Rogers is a registered TM owned by the Dille Family Trust and used under license*

**METHOD OF PAYMENT**

In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:

If via wire transfer to:



If by mail to AGENT:



**OTHER DETAILS**

Samples of the final Licensed Articles	Twelve (12) Audio Dramas/Audio Books or One (1) Case, whichever is greater which are produced as hard goods
Special Conditions	Distribution Agreement with Brilliance Audio, Inc. must be approved and signed by both Licensee and Licensor.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by  
The Dille Family Trust – LICENSOR  
Licensing Works, LLC – Agent

Accepted by:  
The Colonial Radio Theatre On The Air

By: *Lorraine Williams* 22  
Lorraine Williams

By: *Mark Vanderberg*  
Mark Vanderberg

Date: *24 May 2010* 5/20/10

Its:  
Date: *5-5-10*

By: *Flint Dille*  
Flint Dille

Date: *5/10/10*



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/6/2010

Agent Contact: Leslie Levina, Scott Cherrin &amp; Jane McGregor

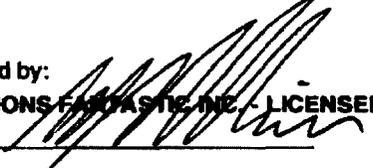
<b>LICENSEE DETAILS</b>	
Licensee name:	Creations Fantastic, Inc.
Company address:	552 Poplar St., Macon, GA 31024
Phone & Fax:	800-508-1816; 478-750-8061 Fax: 478-750-7471
URL:	<a href="http://www.backdropsfantastic.com">www.backdropsfantastic.com</a> <a href="http://www.creationsfantastic.com">www.creationsfantastic.com</a>
Licensee contact for contract matters:	Attn: Clayton Hellis, President & CEO 478-737-5310 skype: claytonhellis
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Montage backdrops with a minimum of six back drop designs in Year 1 using authorized imagery from Licensor.
Channels of distribution:	Rental; not for sale except by advance written permission.
<b>LICENSE DETAILS</b>	
Term	8/6/2010-8/5/2013
Sell-off period	Not applicable
Territory/ies:	World; serviced primarily out of the U.S. via Fed Ex
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s):	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	[REDACTED]

<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	Marketing to the events and party planning industries and prominently displayed on websites		
Release date:	Product	Earliest Release Date	Latest Release Date
	Six weeks from delivery of style guide materials	October 1, 2010	December 31, 2010
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
			
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Hi-res digital files (layered not flattened) for approval. Licensee will supply Licensor with one sample of each upon receipt of a production order. Licensor may order for its own use at cost + shipping		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
 Licensing Works, LLC - Agent

Accepted by:  
**CREATIONS FANTASTIC INC. - LICENSEE**  
 By: 

By: \_\_\_\_\_  
 Lorraine Williams

Its: PRESIDENT  
 Date: 09/10/2010

Date: \_\_\_\_\_  
9/17/10

By:   
 Flint Dille

Date: 9/20/10



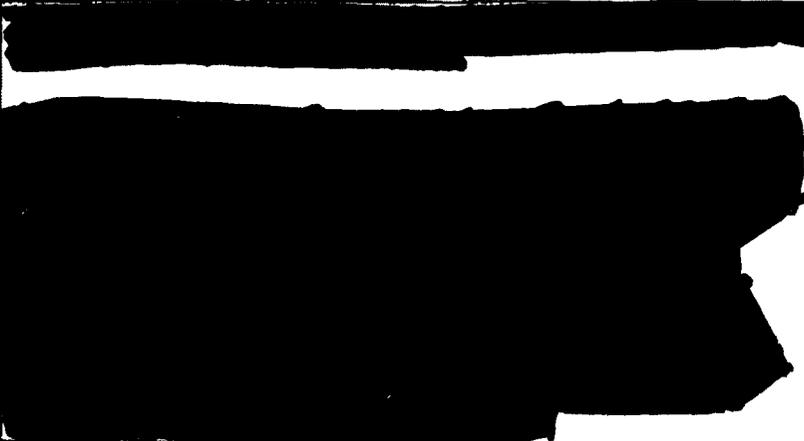
**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/14/2010

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Drizzle Studios
Company address:	1666 W. Embassy St. Anaheim, CA 92802
URL:	http://www.drizzleart.com
Telephone:	714-343-3043
Fax:	714-991-1535
Licensee Artist contact for contract matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for marketing matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for payment matters:	Attn: Robert Holton - robert@drizzleart.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

RA

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
<p>Exclusions:</p>	<p>Not Applicable</p>
<p>Channels of distribution:</p>	<p>Through fine art galleries and directly to consumers through Licensee Artist's website: (<a href="http://www.drizzleart.com">http://www.drizzleart.com</a>) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.</p>
<p><b>LICENSE DETAILS</b></p>	
<p>Term</p>	<p>Two (2) years from 9/15/2010 - 9/14/2012.</p>
<p>Sell-off period</p>	<p>Four (4) Months</p>
<p>Territory/ies:</p>	<p>U.S. and Canada; Worldwide for internet sales.</p>
<p>Language(s):</p>	<p>English</p>
<p><b>PAYMENT DETAILS</b></p>	
<p>Advance</p>	
<p>Royalty rate:</p>	
<p>Minimum Guarantee (payable including the Advance):</p>	

2/11

<p><b>Gallery Commissions:</b></p>	<p>Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.</p> <p>Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.</p>
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**MARKETING & RELEASE COMMITMENT DETAILS**

<p><b>Minimum marketing commitment:</b></p>	<p>New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.</p>		
<p><b>Release date:</b></p> <p>November 1, 2010</p>	<p><b>Product</b></p>	<p><b>Earliest Release Date</b></p>	<p><b>Latest Release Date</b></p>
	<p>Original Fine Art Prints</p>	<p>10/15/2010</p>	<p>On or before 12/31/2010</p>

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<p><i>If via wire transfer to:</i></p> 	<p><i>If by mail to AGENT:</i></p> 
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**OTHER DETAILS**

<p>Samples of the final Licensed Articles</p>	<p>One (1) '8.5 x 11 Mini Proof' and One (1) '16x20 Fine Art Print' Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.</p>
---	---

*RL*

Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
-----------	--

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust -- LICENSOR  
Licensing Works, LLC -- Agent

Accepted by:  
Drizzle Studios

By: ~~\_\_\_\_\_~~  
Its: FLINT DILLS  
Date: 9/29/10

By: [Signature]  
Its: RLH  
Date: 9/27/2010

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

RLH

**LICENSE AGREEMENT ("Agreement") re: *BUCK ROGERS***

**Licensor:** Dille Family Trust ("Dille")  
Contact: Flint Dille  
Address: 10966 Strathmore Drive #4  
Los Angeles, CA 90024  
T: (310) 266-8500  
F: (310) 824-7181  
E-mail: [flintdille@earthlink.net](mailto:flintdille@earthlink.net)

**Licensee:** Dynamic Forces, Inc. ("DF")  
Contact: Nick Barrucci  
Address: 155 9<sup>th</sup> Ave., Suite B  
Runnemede, NJ 08078  
T: (856) 312-1040, ext #100  
F: (856) 312-1050  
E-mail: [nick@dynamicforces.com](mailto:nick@dynamicforces.com)  
Approvals: Juan Collado – [juan@dynamicforces.com](mailto:juan@dynamicforces.com) and Joseph Rybandt – [joe@dynamicforces.com](mailto:joe@dynamicforces.com)

**Rights Licensed:** Subject to the other terms and conditions set forth in this Agreement, including but not limited to DF's timely payment of the "Minimum Guarantee" and all other sums due hereunder, Dille hereby licenses to DF the rights to use, to copy, to modify, to manufacture, to distribute, to develop, to publish, to display publicly, and to have copied, modified, manufactured, distributed, developed, published or publicly displayed, and otherwise to exploit the "Property" in the design, development, manufacture, packaging, distribution, publishing, promotion, advertisement, sale and exploitation throughout the "Territory" of the "Licensed Articles" (as each of the preceding initially capitalized and quoted terms is defined hereinbelow).

**Property:** As used herein, the Property means the characters, "universe," storylines and other elements that comprise *Buck Rogers* only as such elements appear in *Buck Rogers* comic strips and comic books published prior to this Agreement's "Effective Date" (defined below) (collectively, the "Classic Series"), and specifically excluding all motion pictures, television shows and any other non-comic book and/or non-comic strip media exploitations derivative of the Property or any element thereof whether created as of or after the Effective Date.

**Licensed Articles:** As used herein, "Licensed Articles" includes the following categories of items: (i) "Standard Comics" (i.e., individual comic book issues comparable in length and presentation to, e.g., DF's initial *Lone Ranger* comics); (ii) "New Collections" (i.e., trade paperback and/or hardcover collections of the Standard Comics); (iii) "Classic Collections" (i.e., trade paperback and/or hardcover collections of the Classic Series including reprints of classic Daily or Sunday strips); provided that in each of the immediately preceding categories (i), (ii) and

(iii), each may be published in sizes and formats now known and standard and as they evolve in physical printed sizes and formats during Term; (iv) "Prints" (i.e., lithographs, posters, poster calendars); (v) trading cards; and (vi) "Resin-based Figures" (i.e., statues, busts, dioramas and snow globes as such are commonly sold via comic book specialty stores, but not via mass market retailers such as Wal Mart). Licensee's Authority under this Agreement shall be limited to the extent set forth herein and shall be based on any later, to the Licensed Parties, update to the published information in the above. DF shall have the right to digitize both electronic copies of the Licensed Articles referenced in this paragraph and (b) to downloadable content, but this content shall not include any rights to animate, provide soundtracks, for or otherwise alter the original printed version of such items. **Merchandising rights, other than as expressly set forth hereinabove, and all other rights not expressly licensed to DF are reserved to Dille.**

**Term:** Five (5) consecutive years commencing June 1, 2007 (the "Effective Date") and continuing through and including June 1, 2012 2012, subject to an extension of five (5) additional years if DF: (i) pays Dille "Royalties" (defined below) of at least [REDACTED] during the Term; (ii) is not in breach of its obligations under this Agreement; and (iii) commits to an exploitation plan that Licensor approves.

**Territory:** Worldwide

**Minimum Guarantee:** [REDACTED]

**Minimum Publication:**

DF shall cause at least: (i) six (6) different issues of original Standard Comics to be created and distributed in a commercially reasonable manner within the first twelve (12) months of the Term and (ii) no fewer than four (4) different issues of original Standard Comics to be created and commercially distributed each Term year thereafter.

**Net Receipts**

[REDACTED]

returns (but only to the extent that the returns are supported by credit memos and in no event more than fifty percent (50%) of total sales during each accounting period). No deduction from gross invoice shall be made for cash, freight, early payment (exceeding 2%), mark-down allowances (not to exceed 50% of initial wholesale price and actually taken), new store allowances, defective goods allowances or allowances taken by retailers customers in lieu of returning goods (not to exceed 50% of initial wholesale price).

**Royalties:** ♥

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

**Audits:**

[REDACTED]

**Distribution:**

The Licensed Articles may be distributed via comic book specialty stores, book stores, Spencer Gifts, theme parks, toy collector stores, the Internet, TV home shopping channels and any specialty retail location that Diamond Comics distributes other DF titles. Other distribution channels may be added if approved by Dille in writing.

Regarding internet distribution of the Licensed Articles, DF shall make reasonable efforts not to sell (and shall not authorize the sale of) any Licensed Articles on any website, or alongside any other product sold on any website, that disparages or demeans the Property or otherwise could reasonably bring the Property into disrepute. DF represents, warrants and covenants that the Internet, Web and WAP sites through which the Licensed Articles will be distributed and used are and will be safe and fit for the use for which they may normally and reasonably be deemed to have been offered or distributed.

**Marketing Commitment:**

DF shall market and promote the Licensed Articles in a manner consistent with DF's established business practices, and in accordance with DF's reasonable business judgment (e.g., in order to benefit from new or novel marketing opportunities).

**Launch Date:**

DF hereby undertakes to begin commercial distribution (i.e., to the general public, in commercially reasonable quantities in at least North

America) by no later than February 28, 2008. On or before August 31, 2007, DF shall provide to Dille a reasonably detailed marketing plan regarding the release of Licensed Articles during the first three years of the Term. DF shall endeavor in good faith to accommodate reasonable Dille requests regarding the promotion and release schedule of Licensed Articles (e.g., to maximize benefit to DF and third party licensees of the Property). DF will update as appropriate.

**Dille Approvals:**

DF will utilize best efforts to create the highest caliber comic possible. Dille shall have the right to approve each Licensed Article and the elements thereof (e.g., storylines, art, designs, characters, writers, artists, materials, etc.) as well as the factual accuracy of any statements relating to the Property and/or the Licensed Articles and any promotional materials relating thereto. DF shall timely deliver key materials and/or information (e.g., résumés of proposed talent, summaries of proposed scripts, mock-ups and samples of each proposed item of merchandise) to Dille for Dille's review, and Dille shall communicate to DF its approval or rejection of such materials in writing within ten (10) days of Dille's receipt of the relevant submission; provided that no failure by Dille to approve or disapprove any submission shall be deemed an approval. If Dille rejects a submission, then Dille shall deliver to DF a writing reasonably detailing the basis for such rejection and DF shall have the opportunity present improved and/or different materials for Dille's review. DF's intentional or permissive release to the public (or any part thereof) of an unapproved item will be deemed a breach of DF's obligations hereunder, and DF, at its election and on delivery of notice to DF, may terminate the Term hereof. Any materials, other than style guides, supplied to DF by Dille will be purchased at Dille's invoiced cost per mutual agreement. Additionally, DF acknowledges that any and all storylines, illustrations and/or enhancements to artwork and/or to other materials or to the Property, which are created by or on behalf of DF, shall be owned exclusively by Dille and may be freely used by Dille at any time and any materials used in relation to the Property shall be available to Dille upon Dille's request therefor.

If Dille does not provide approvals/rejections within the time frames specified in the immediately preceding grammatical paragraph, then DF may notify Dille of such approval delays, and any applicable release dates for any Licensed Products shall be extended on a day for day basis relative to the number of days of such Dille approval delays; provided, that no Dille approval delay shall extend the Term hereof without Dille's express written consent.

The original, physical artwork comprising the Material, including all copyrights therein, shall remain the property of Dille but shall be returned to artist. Artist shall have no right to reproduce said artwork or to make any commercial use, reproduction or exploitation thereof (except as Contractor may do as a member of the general public, or for advertisement or promotion of the artwork on any website for the

purpose of selling the artwork as set forth here). Notwithstanding the foregoing, Artist may dispose of the original physical artwork by sale or otherwise and may, publicly exhibit the original physical artwork.

**Access to Property:**

DF acknowledges that (i) Dille shall have no obligation to provide to DF any materials related to the Property not owned, under the possession or immediate control of Dille; and (ii) Dille does not warrant the condition of any such materials. Dynamic may obtain elements of the Classic Series material on its own for re-use; provided that no such acquisition of such elements or items shall result in any claim of ownership by DF or otherwise; and provided further that if any effort by DF results in one or more copyrightable elements' being produced, then such copyright shall vest solely and exclusively in Dille.

**Advertising Sales:**

Dille will use reasonable efforts to cause third party licensees of the Property to purchase advertising space in the Standard Comics and/or in other DF publications, provided that DF hereby grants Dille one page per Standard Comics issue, free of charge, to use in Dille's discretion to promote one or more third party licensee's products related to the Property (e.g., DVD's, candy, apparel, linens, lunch boxes). For each third party licensee of the Property that purchase advertising space in DF publications, and for each advertiser that purchases advertising space in one or more publications licensed hereunder, DF shall pay Dille fifteen percent (15%) of the gross sum DF receives from such advertising space purchaser. DF shall report all such advertising space sales and make all such payments on the same terms and conditions as set forth hereinabove with respect to reporting and payment of Royalties.

**Ownership:**

All current and future ownership rights, copyrights, trademark rights, trade name rights, performance rights, author's rights, moral rights and all other proprietary or intellectual property rights, throughout the universe, in and/or resulting from the services performed pursuant to this paragraph or the exercise of the rights licensed hereunder and any and all copyrightable ideas, writings, and drawings created as a result of, or in the course of, performing such services and the exercise of such rights will be the exclusive property of Dille from the moment of creation. DF, by itself or via a third party, shall at no time during the Term or thereafter contest Dille's exclusive, complete and unrestricted ownership of the Property, the Licensed Articles and/or any element thereof. DF acknowledges that the Property and any work(s) derivative of the Property are owned and controlled solely and exclusively by Dille. Each Licensed Article and element thereof shall be created as a "work made for hire" (as defined in the federal copyright statutes of the United States), and Dille shall be the copyright owner of each Licensed Article and element thereof (e.g., without limitation, story, artwork, etc.) in perpetuity throughout the universe, and that, except as otherwise expressly provided for in this Agreement, Dille shall have the exclusive right to use or sublicense the use of each Licensed Article (or element thereof) in all media now known or hereafter devised without

compensation to DF. DF irrevocably grants and assigns to Dille all right, title and interest (including without limitation copyrights, trademark rights, and other proprietary rights) in perpetuity throughout the Universe it has and may have in or to any Licensed Articles and all elements thereof. If DF intends that any third party makes or has made contribution to the Licensed Articles or otherwise to the Property, then DF shall timely obtain from such party a full confirmation and assignment of rights so that the foregoing rights shall vest fully in Dille. Dille shall supply the document DF will have each contributor execute. To the extent any such contributed material(s) cannot be deemed a "work made for hire," DF hereby assigns to Dille all right, title and interest in and to such created and/or contributed material(s), including all copyrights, trademark rights, and other intellectual property rights therein, in perpetuity, throughout the universe, and all extensions and renewals and reversions thereof. At Dille's request, DF by its duly authorized officer, shall execute all documents and other instruments necessary or desirable to confirm such assignment. Each and every copy of the Licensed Articles, and packaging and advertising and promotional materials therefore, shall bear the copyright and trademark notices and any other appropriate legal notices that Dille may from time to time prescribe. All uses of the Property and the elements thereof and the trademarks and other intellectual property rights associated with the Property shall inure exclusively to the benefit of Dille, and no use thereof shall confer any rights on DF, except as expressly intended hereunder. DF covenants not to, during or after the term of this agreement, create or cause the creation of any Property, the elements thereof, the trademarks and other intellectual property rights associated

**Cross-over Rights:**

In the event of cross-overs, each respective party will acknowledge and agree that each entity's Property is the sole and exclusive property of respective Rights Holder, and Rights Holder, as applicable, are the owners of all right, title, and interest in and to the Licensed Property.

**Complimentary Copies:**

DF shall deliver to Dille at no cost to Dille ten (10) royalty-free copies of each completed Licensed Article upon initial distribution thereof and four (4) samples of all advertising, promotional and display material using the Property upon initial release thereof. If Dille requests additional samples or copies of any Licensed Articles, then DF shall provide same to Dille at DF's manufacturing cost.

DF may distribute a reasonable number complimentary copies (it being acknowledged that 75 copies per Standard Comics issue and/or New Collections edition, and 25 copies per Classic Collection edition is reasonable) to creators participating in creation of the respective Licensed Article, and/or for industry promotional purposes (e.g., to reviewers) without such complimentary copies' being included in unit sales for purposes of determining Dille Royalties hereunder.

Additional licensed categories shall be distributed royalty-free with up to six (6) units per creator and up to twenty-five (25) units for media and reviews sites.

**Termination:**

Notwithstanding any contrary provision of this Agreement, Dille may terminate the Term hereof on written notice to DF if any of the following conditions applies or occurs: (i) DF fails to meet or exceed the Minimum Publication requirement; (ii) DF breaches any of its material obligations under this Agreement; (iii) DF produces and/or distributes and/or markets any item(s) or material(s) related to the Property without Dille's approval; (iv) DF fails or refuses to pay Dille the amounts due hereunder as and when due; (v) DF ceases to do business, declares itself or is declared a bankrupt; (vi) DF commits or causes to be committed any act that demeans or devalues the Property; (vii) DF uses the Property in any way that violates the law of any jurisdiction in which the Licensed Articles are made or sold; (viii) the Licensed Articles or any element thereof violates the rights of any third person. As to the immediately preceding items (i), (ii), (iv), DF shall have thirty (30) days from the date Dille delivers notice to DF of such condition or occurrence within which to cure the same. As to this paragraph's items (iii) and (vi), DF shall have fifteen (15) days from the date that is the earlier of the date that Dille delivers notice to DF of such condition or occurrence or the date that DF otherwise becomes aware of such condition or occurrence within which to cure the same. No cure period shall apply as to this paragraph's items (v), (vii) and/or (viii), and Dille may, at its election, terminate the Term hereof immediately upon delivery of notice of such termination. Any termination hereof by Dille shall be without prejudice to any other rights or remedies Dille may have at law or equity.

**Indemnification:**

**By Dille:** Dille shall indemnify, hold harmless, and defend DF from and against any claims, liabilities, demands, causes of action, litigation, judgments, settlements, expenses or damages, including without limitation, actual, reasonable and verifiable outside attorneys' fees and costs (collectively, "Claims") arising out of any breach by Dille of its representations or warranties under this Agreement; provided that such Claims are reduced either to an adverse unappealable judgment or to a settlement entered into pursuant to DF's written consent which consent shall not be unreasonably withheld or delayed. If any copyright infringement claim be brought against the Property and DF as a result of any misrepresentation expressly made by Dille herein, then Dille will cover any deductible on DF's Errors and Omissions insurance policy which policy DF shall maintain in full force and effect throughout the Term (as it may be extended) and for a period of three years thereafter.

**By DF:** DF hereby undertakes to indemnify and hold Dille harmless from and against any loss, liability, damage, cost or expense (including attorneys' fees and costs) (collectively, "Claims") arising out of any claims, demands, or lawsuits which may be made or brought against Dille by reason of: (i) any alleged defamation or alleged infringement of

any statutory copyright, common law right, right of privacy, or proprietary or personal right of any sort which may result from the exploitation of any Licensed Article(s) or element(s) thereof; (ii) any breach by DF of any of the warranties, representations, undertakings or agreements set forth in this Agreement or otherwise arising in connection with the exercise of DF's rights hereunder, except to the extent to which Dille is deemed to indemnify DF.

**General:**

**No Partnership or Joint Venture:** Nothing contained herein shall constitute a partnership, joint venture, agency or employer-employee relationship or guarantee of future employment between the parties hereto.

**Third Party Agreement:** Subject to this Agreement's terms, DF may engage a third-party manufacturer/publisher for any aspect of production, without limits, including the creation of trade paperbacks, mass market paperbacks and hardcovers; provided that all such services shall be performed in accordance with the Ownership provisions set forth above.

**Confidentiality:** Each party undertakes to keep all matters contained herein confidential (i.e., shall be subject to at least the same level of protection as each party accords its own confidential, and in no event less than a reasonable level of protection from disclosure to third parties); provided, that each party may disclose information relating to this Agreement as part of its normal reporting or review procedure to its partners, its auditors, its attorneys and/or its agents acting in their capacity as such; provided, however, that such parent company, partners, auditors, attorneys and/or agents agree to be bound by the provisions of this Paragraph.

**Press Releases:** All press releases and/or other public dissemination relating to the existence of this Agreement and/or any particulars relating hereto shall be subject to the mutual approval of DF and Dille.

**No Assignment:** This Agreement and the rights and obligations of DF hereunder shall not be subcontracted, assigned or transferred by DF, in whole or in part without Dille's written consent unless expressly permitted herein.

**Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving any weight to the Conflicts of Laws provisions thereof. Venue for any proceedings brought under this Agreement shall be a State or Federal court in Los Angeles County, California.

**Consent to Breach Not Waiver:** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by either party to, or waiver of, a breach by the other party

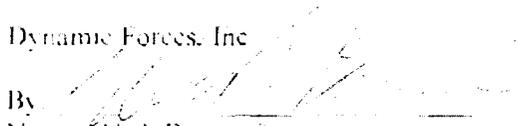
Force Majeure: Neither party will be liable to the other for delays in the performance of this Agreement if the delay is caused by strike, riots, wars, government regulations, acts of God, fire, flood, or other causes beyond such party's control (each a "Force Majeure Event"), provided such delayed performance shall only be excused for a period of time equal to the duration of the Force Majeure Event

Notices: All notices or other communications to be given hereunder shall be delivered to the receiving party's address as first set forth above, and shall be deemed validly given or made as of the second business day after mailing if mailed by certified mail, return receipt requested, postage prepaid, addressed to the party at the address given below (or such other addresses as the parties may designate in writing from time to time).

Entire Agreement: This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto

The preceding terms are accepted and agreed to by

Dynamic Forces, Inc

By   
Name: Nick Barucci

Its: President

Date: 6 . 14 . 2007

The Dille Estate

By   
Name: Virginia N. Dille

Date: 6 . 14 . 2007

November 17, 2010

Gil Gerard  
1109 S. Park St., Suite 504-523  
Carrollton, GA 30117

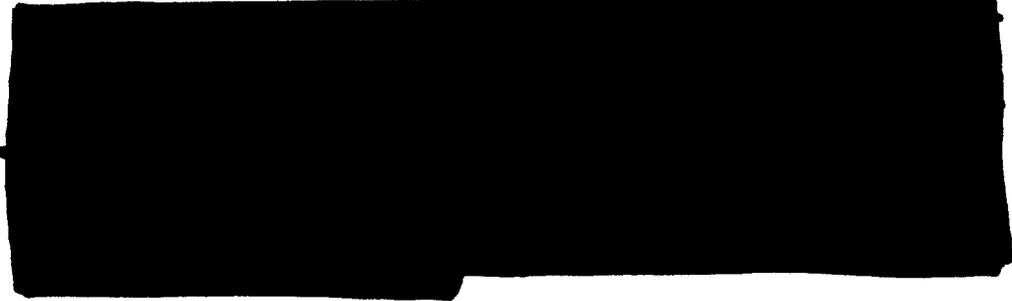
**RE: GIL GERARD - BUCK ROGERS (LICENSING & MERCHANDISING)**

Dear Gil,

As we discussed, below is the memorandum of understanding memorializing the agreement between Gil Gerard and The Dille Family Trust for the use of your image. We agree as follows:

1. You, Gil Gerard desire to have The Dille Family Trust (DFT) use reasonable efforts to identify licensing, merchandising and promotional opportunities including commercial advertising & product endorsements on a exclusive basis for your name, image and likeness, in connection with the 1979-1981 television series 'Buck Rogers in the 25<sup>th</sup> Century'.

2. The term of this Agreement shall commence on the date hereof and shall be perpetual, subject to the provisions of this Agreement.

3. 

4. This Agreement is assignable by the DFT to any successor which acquires trademarks and copyrights to the property. This Agreement shall be assignable by Gil Gerard to any entity controlled by Gil Gerard, and inure to the benefit of and be binding upon his personal successors, legal representative, immediate heirs and assigns.

5. The above constitutes a binding memorandum of agreement unless and until a more formal agreement is executed.

It is understood that any other use of Gil Gerard's name or image or likeness unrelated to Buck Rogers in the 25<sup>th</sup> Century is expressly reserved to Gil Gerard.

ACCEPTED AND AGREED TO:

Very truly yours,

  
Gil Gerard  
DATE 12/08/10

  
THE DILLE FAMILY TRUST  
Arthur Martin, Trustee  
DATE 1/10/11

THE DILLE FAMILY TRUST • c/o Jenner & Block LLP • 353 N. Clark St., Chicago, IL 60654-3456



## SHORT FORM LICENSE AGREEMENT

Date: As of 10/25/07

Reference No: BR-LW-01

1. **LICENSOR:**

Dille Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC Attn: Leslie Levine  
6024 Cahill Ave  
Tarzana, CA 91356  
Phn: 310-29-1421  
Fax: 818-344-1228  
Email: [lesliemlevine@gmail.com](mailto:lesliemlevine@gmail.com)

**LICENSEE:**

Go Hero LLC Attn: Steve Forde  
PO Box 722  
331 Leconey Ave.  
Palmyra, NJ 08065  
Phn: 856-303-9493  
Fax: 856-303-1014  
Email: [sforde@gohero.com](mailto:sforde@gohero.com)

2. **Grant of Rights/Reserved Rights:** Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

3. **Property:** The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such Property or new audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

4. **Licensed Articles:**

Product 1. A non-articulated 2" metal representation of Buck Rogers produced as a limited production with no more than 10,000 units produced. [REDACTED] Such item is to be sold in tandem with the following: A replica of the original Daisy Manufacturing Company (patented 2,077,763 on April 20<sup>th</sup>, 1937) Buck Rogers Atomic Disintegrator, invented by Charles F. Lefever. Although intended to graphically replicate the original gun, this will not dispense projectiles. Function is limited to popping sound and will spark, however, will be replicated in a way to ensure no physical damage to person or property due to such visual spark. Such gun will not be battery powered or electric powered by any means. The flint friction mechanism shall in no way be removable, ingested nor cause body or property damage if touched. Friction and spark takes place inside chamber of replica gun or will be manufactured instead with LED. Coloration of gun must follow all present bright color specific standards as set as not to confuse law enforcement that this indeed is a toy gun. Item is to be sold and marketed as a limited edition collectible and not a toy. Packaging will clearly reflect this intent as well as a "16+" age grade, sold in a cigar box like package with velvet interior. Refer to 21 page attachment.

Product 2. An articulated 1:6 scale 12" collectible figurine of Buck Rogers. Body - Articulation will be approximately 25 - 40 points. Said figure will come with removable cloth shirt and pants with leather or vinyl materials for the vest, and helmet. (Removed "gloves" as they may be vinyl accessories) Item is to be packaged with Accessories made of plastic (soft vinyl) and/or soft metals. The same gun as above will be scaled down as an accessory. Item will be packaged as a collectible and come with a full-color, book style box with die cut rocket window. [REDACTED] and will be age graded appropriately for a collectible, not as a toy. A limited number of figurines, anticipated to be not fewer than 2,500 nor greater than 10,000, will be produced and each will be numbered via a custom die cut box label.

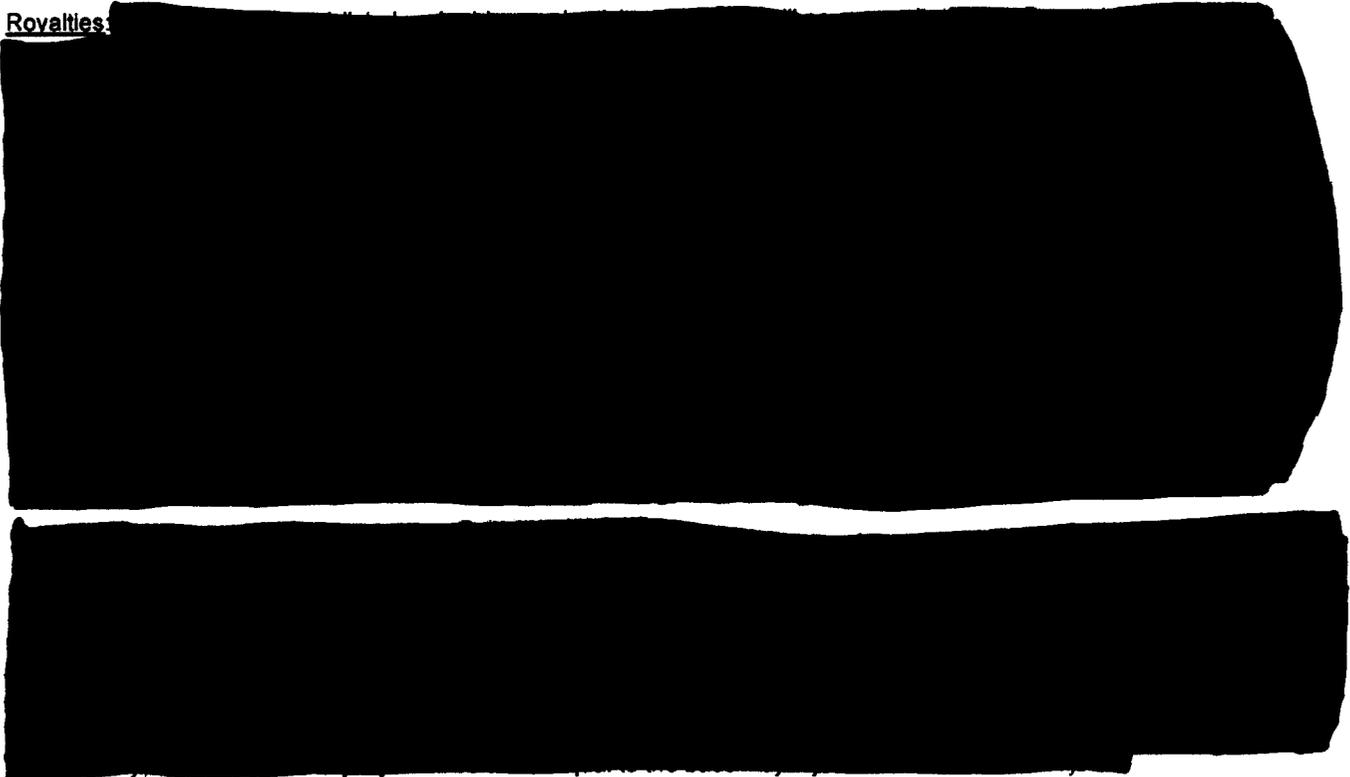
5. **Term:** October 1, 2007 through December 31, 2010.

6. **Territory:** United States.

7. **Advance/Guaranteed Royalties:** [REDACTED]

The Advance is non-refundable and non-returnable but is recoupable against Royalties.

8. Royalties:



9. Marketing Date: In order to achieve the best marketing of the Licensed Articles, Licensee agrees that it shall begin marketing in the Channels of Distribution no later than the July, 2008 San Diego Comic-Con. First offered to the retail trade for purchase at Toy Fair, February 2008 and available in wide release by September 2008.

10. Channels of Distribution: Licensee's direct sales to the collectible market, ie: DKE Toys and Diamond Distribution, Sideshow Collectables, Master replicas and such other Licensee wholesale distribution channels. Any sales outside Territory shall be approved on a case by case basis and limited to premium collectible boutiques. No sales shall be made into the mass market or mass toy accounts such as Toys 'R Us.

11. Insurance & Indemnity:

(a) Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$5,000,000 for bodily injuries and \$1,000,000 for property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor shall be an additional named insured under such product liability policy or policies. Licensee shall provide Licensor with a Certificate of Insurance, which shall provide that the insurance may not be canceled or not renewed except under 30 days written notice to Licensor. Such certificate shall be provided within 30 days of execution. Licensee shall promptly replace and policies which have been canceled or not renewed. This may be excessive as this is an adult collectible, the burden is not as high as they would be if this was a children's product.

(b). Licensee warrants and will provide verification of the rights granted by Daisy Manufacturing Company to reproduce the Licensed Article and Licensee will adhere to all requirements of such grants ensuring that those grants in no way conflict with those granted herein. Any rights regarding patents, original inventor or such inventor's heirs, etc. must be the full burden and responsibility of Daisy Manufacturing Company Daisy Museum and Licensee. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor

(c). Licensee warrants and represents that the replica gun complies with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities.

(d) Licensee will indemnify Licensor, its agents, officers, directors, successors and assigns, and save and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend

same. This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts, artwork, preproduction prototypes, final product, packaging and the layout, design, factual accuracy and overall content of Licensee's marketing, advertising and publicity material in any and all media. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed as unlicensed and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.
13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one video cassette DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article
14. **Legal Notice:** All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):

**Buck Rogers © and © Dille Family Trust. Licensed by Licensing Works, LLC. All Rights Reserved.** WILL THIS ALSO CARRY ANYTHING RELATIVE TO DAISY MUSEUM IN THIS LINE? Yes... There will be some notation of Daisy in the fine print

15. **Accounting/Auditing Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months to commence an audit of the books and records of Licensee relating to the Licensed Articles and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.

Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of thirty (30) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "dump" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensee's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.). Does this mean you are asking to own, as cost, the new molds and prototypes that I am having made?

16. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereto acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.
17. **Breach, Default & Remedies:** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate this Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all audit fees due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
18. **Method of Payment:** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the Dille Trust c/o

and made out to Licensing Works, LLC at the address on page one herein.

- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

AGREED AND ACCEPTED:  
Dillie Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC

AGREED AND ACCEPTED:  
Go Hero LLC  
c/o Steve Forde

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT**

Agreement by and between HERMAN AND GEER COMMUNICATIONS, INC., d/b/a HERMES PRESS, hereinafter referred to as "HERMES PRESS" and THE DILLE FAMILY TRUST, hereinafter referred to as "THE DILLE TRUST," WHEREAS, the parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire English Language newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967, in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip.

WHEREAS, Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust will assist Hermes Press where possible in securing material for the reprints.

WHEREAS, Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book;

WHEREAS, The Dille Trust shall warrant and guarantee that they own the intellectual property for Buck Rogers in the 25<sup>th</sup> Century to the extent that such rights are not in the public domain;

WHEREAS, this agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>th</sup> Century and all related intellectual property;

WHEREAS, The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years;

WHEREAS, 

AND NOW, WHEREFORE, in consideration of the mutual agreements and covenants set forth hereinabove, the parties agreeing to be legally bound agree to the following:

1. The parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967 in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip;
2. Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust shall assist and cooperate with Hermes Press where possible in securing and making available material for the reprints;
3. Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book; the design of the books, including cover art, and the marketing campaign created by Hermes Press will be subject to

the prior written approval of the Dille Trust. This approval shall not interfere with the production schedule of the books. The approval process shall not take more than seven (7) business days, however, can be extended by mutual agreement between the parties. The copyrights of such newly created works become the property of the Dille Family Trust. All art and design created shall be copyrighted in the name of the Dille Family Trust

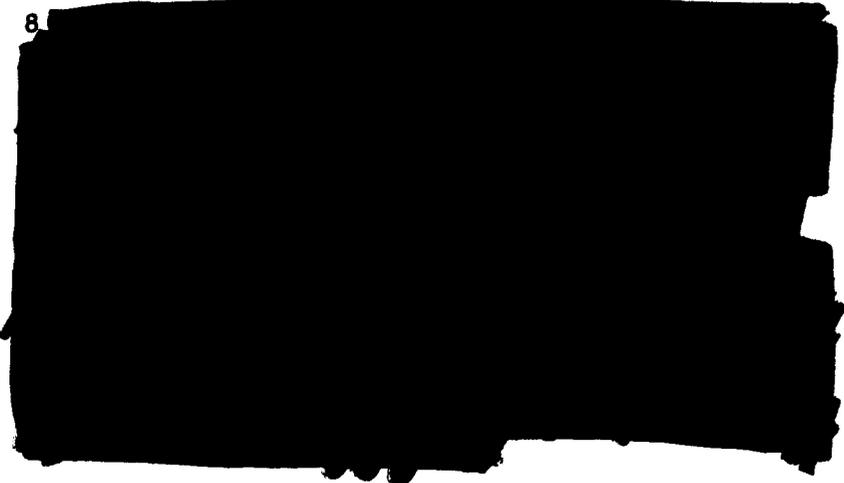
4. The Dille Trust warrants and guarantees that they own the intellectual property for Buck Rogers in the 25<sup>m</sup> Century required for the exercise of the rights granted hereunder;

5. This agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>m</sup> Century and all related intellectual property to the extent not in the public domain;

6. The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years; the first book hereunder shall be published and released in commercial quantities no later than December 1, 2008, failing which this license shall terminate, however, if due to unanticipated difficulties the first book is not published within the aforementioned time frame the parties can mutually agree in writing to extend this deadline under reasonable circumstances; Subsequent volumes shall come in an orderly fashion not more than six (6) months apart. The print runs shall be determined by the direct market order and shall be increased to anticipate demand in the book market;

7. Hermes Press shall have the license, pursuant to this agreement, to publish in large format book form the strips in book form for the term specified in paragraph 6 and distribute them solely by way of sales of the books in the book trade and comic book direct market, and shall have the right of first refusal to reprint the books if necessary during the term of this Agreement; all rights not expressly licensed hereunder are reserved by the Dille Trust; the copyrights, trademarks and other intellectual property rights in and to the Buck Rogers property and all elements thereof are, as between the Dille Trust and Hermes Press, reserved by the Dille Trust, subject to the rights expressly licensed hereunder, and all uses thereof by Hermes Press will inure to the benefit of the Dille Trust.

8.



9. This agreement constitutes a license permitting Hermes Press to publish

the material described in paragraph 1 above associated with Buck Rogers in the 25<sup>th</sup> Century;

10. None of the rights licensed hereunder may be assigned or sublicensed by Hermes Press without the prior written approval of the Dille Trust. This agreement constitutes the entire agreement between the parties and can only be changed or modified in writing, said writing to be executed between the parties;

11. In case there is any dispute between the parties, the law of the forum which shall be controlling shall be the laws of the State of California;

12. Any disputes between the parties shall be resolved by Arbitration, pursuant to the Rules of the American Arbitration Association in the State of California;

13. In case of a dispute, a written demand for arbitration shall be made. If a written request relative to a dispute is made, the complaining party shall appoint an arbitrator, the adverse party shall appoint an arbitrator, and the two arbitrators, within thirty (30) days of their appointment shall appoint a neutral arbitrator. These three arbitrators will then hear any disputes between the parties. Any disputes between the parties shall be settled pursuant to the American Arbitration Association Rules and any decision made by the arbitrators shall be binding. Each party shall be responsible for the cost of its arbitrator and the parties shall share the costs of the neutral. The sole purpose for arbitration shall be a dispute with regards to the instant agreement and shall not in any way, shape, or form be to question the trademark or copyright rights of the Dille Trust;

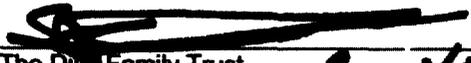
14. Hermes Press shall supply the designated representative of the Dille Trust with a minimum of twenty-five (25) copies of each book issued and shall sell to the agents, servants, and representatives of the Dille Trust copies of the book at distributors wholesale (the actual wholesale rather than the vendor wholesale price).

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16 day of March, 2008.

WITNESS

Herman and Geer Communications,  
d/b/a Hermes Press

WITNESS:

  
The Dille Family Trust For Virginia Dille

Witnessed by Teresa Dille



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

**Date: 9/01/2011**

**Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor**

<b>LICENSEE DETAILS</b>	
Licensee name:	Intrada, Inc.
Company address:	6200 Antioch St. Suite 101 Oakland, CA 94611
Email:	roger.feigelson@intrada.com
Telephone:	510-338-0310
Facsimile:	510-338-0311
URL:	http://www.intrada.com
Licensee contact for contract matters:	<b>Attn: Roger Feigelson, VP – Product Development &amp; Marketing</b> – PH: 650-506-4798 roger.feigelson@intrada.com
Licensee contact for marketing matters:	<b>Attn: Roger Feigelson</b> - roger.feigelson@intrada.com
Licensee contact for payment matters:	<b>Attn: Roger Feigelson</b> - roger.feigelson@intrada.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Series of original music soundtracks on CD from the classic 1979 TV Series 'Buck Rogers in the 25 <sup>th</sup> Century' starring Gil Gerard. Anticipated to be a series of five volumes on 10 CD's, MSRP [REDACTED]
Exclusions:	<b>Use of Erin Gray's Name &amp; Likeness from the TV series is excluded.</b>
Channels of Distribution:	Product is sold through music retail stores, internet, wholesale distributors, wholesalers websites, and direct to consumers through Licensees website: <a href="http://www.shop.intrada.com">http://www.shop.intrada.com</a> . Licensee to cover the cost of all returns.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014. Coterminous with Intrada's licensing agreement with Universal.

Sell-off period	Twelve Months as per Intrada/Universal agreement.		
Territory/ies:	Worldwide		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, electronic press releases, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Licensee to send promo copies to reviewers and soundtrack radio programs for promotional purposes.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
March 1, 2012	Music Soundtrack CD's	February 1, 2012	June 1, 2012
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works! ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) Samples per SKU each for the Dille Family Trust, Gil Gerard and Erin Gray respectively with two additional samples per SKU to Licensingworks.		

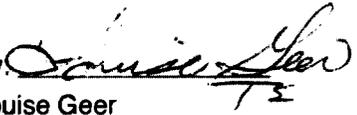
	<p>use. Passive royalty to Gil Gerard will be administered and remitted by The Dille Family Trust, not by Licensing Works. For clarity, Licensing Works!® is not involved in the administration of such passive royalty payments.</p> <p>Intrada acknowledges that it is responsible for any additional rights clearances and/or royalties owed to third parties (ie Composer(s), Universal, etc..) including reporting and remitting payment. Such third party royalty payments shall not diminish the exclusive royalty payment(s) to the Dille Family Trust mentioned above.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Intrada, Inc. - LICENSEE**

By:   
 Louise Geer  
 It's: Trustee

By: \_\_\_\_\_  
 It's:

Date: Oct 5, 2011

Date: \_\_\_\_\_



THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE

RESCINDE  
 11/3/11

Date: 9/19/11

<b>LICENSEE DETAILS</b>	
Licensee name:	Killer Tees
Company address:	1695 East 21 <sup>st</sup> Street - 9F Brooklyn, NY 11210
Email:	Killertees100@yahoo.com
Telephone:	(917) 622-4450
URL:	www.killerteesnyc.com
Licensee contact for contract matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for marketing matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for payment matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Men's and Women's T-shirts, Hoodies, Thermal Long Sleeve T-shirts
Exclusions:	None
Channels of distribution:	Specialty Stores/Independent, Chain Stores, Department Stores, Mid Tier, Internet, Retail Stores wholesale distributors, wholesalers websites, and directly to consumers through Licensees website: www.killerteesnyc.com
<b>LICENSE DETAILS</b>	
Term	9/19/2011-12/31/13
Sell-off period	Three (3) Months
Territory/es:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.
Language(s):	English

<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):  [REDACTED]			
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook), various online forums, catalog/brochures, sell-sheets, magazine advertisements (budgets permitting), Licensees email list as well as publicity/reviews.		
Release date: January 2012	Product	Release date:	
	T-shirts/Hoodies	January 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	24 Samples of each design		
Special Conditions	[REDACTED]		

<p><b>Approvals</b></p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

<p>Accepted by:  <b>The Dille Family Trust</b>  <b>- LICENSOR</b></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>Accepted by:  <b>Licensing Works, LLC</b>  <b>- AGENT</b></p> <p>By: _____  <b>Leslie Levine</b></p> <p>Its: _____</p> <p>Date: _____</p>
<p>Accepted by:  <b>Killer Tees</b>  <b>- LICENSEE</b></p> <p>By: _____  <b>Rachael Pinker</b></p> <p>Its: _____</p> <p>Date: _____</p>	

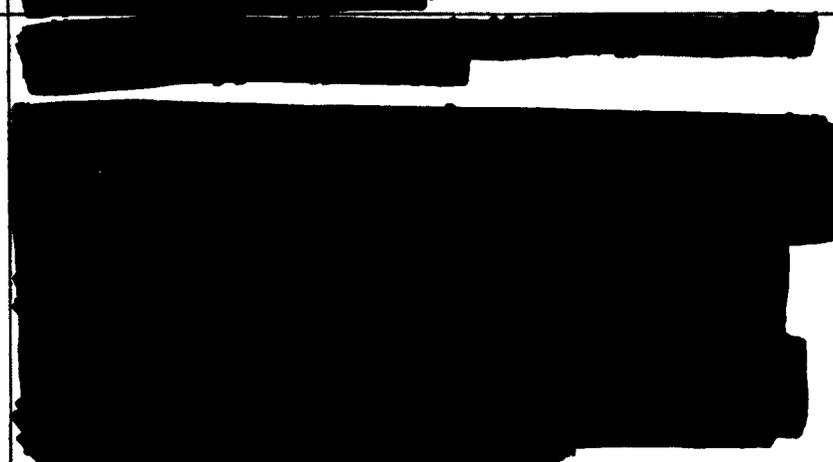


**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/13/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Mulligan Pictorial
Company address:	2902 Mainway Drive Rossmore, CA 90720
URL:	http://www.mulliganpictorial.com
Telephone:	949-475-7415 949-500-3578 Cell
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
Licensee Artist contact for marketing matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
Licensee Artist contact for payment matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
Exclusions:	Not Applicable
Channels of distribution:	Through fine art galleries and directly to consumers through Licensee Artist's website: ( <a href="http://www.mulliganfictional.com">http://www.mulliganfictional.com</a> ). Licensee Artist does not accept returns of any kind.
<b>LICENSE DETAILS</b>	
Term	Two (2) years from 9/15/2010 - 9/14/2012.
Sell-off period	Four (4) Months
Territory/ies:	U.S. and Canada; Worldwide for internet sales.
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance	
Royalty rate:	
Minimum Guarantee (payable including the Advance):	Licensee Artist to provide Licensor with all original art pieces created by Licensee Artist under the terms of this agreement. Ownership of the original art and all related copyrights shall be the property of The Dille Family Trust.

<p><b>Gallery Commissions:</b></p>	<p>Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.</p> <p>Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.</p>
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**MARKETING & RELEASE COMMITMENT DETAILS**

<p>Minimum marketing commitment:</p>	<p>New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.</p>		
<p>Release date:</p>	<p>Product</p>	<p>Earliest Release Date</p>	<p>Latest Release Date</p>
<p>November 1, 2010</p>	<p>Original Fine Art Prints</p>	<p>10/15/2010</p>	<p>On or before 12/31/2010</p>

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<p><i>If via wire transfer to:</i></p> <p>[REDACTED]</p>	<p><i>If by mail to AGENT:</i></p> <p>[REDACTED]</p>
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**OTHER DETAILS**

<p>Samples of the final Licensed Articles</p>	<p>One (1) '8.5 x 11 Mini Proof' and One (1) '16x20 Fine Art Print' Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.</p>
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Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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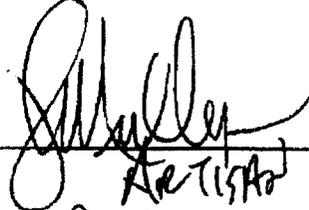
The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Mulligan Pictorial**

By:  \_\_\_\_\_  
Its: **FRONT DILLO**  
Date: **9/15/10** \_\_\_\_\_

By:  \_\_\_\_\_  
Its: **Artist**  
Date: **9-15-10** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

RETRO ALSO GO

SHORT FORM LICENSE AGREEMENT

Date: As of 10/05/09 Reference No: GR-GH-01

1 LICENSOR
Dale Fantasy Trust and Ground Zero Productions
9990 Culver Blvd, Suite 203
Culver City, Ca 90232
Email: info@groundzero.com
Phn: (310) 266-8600

LICENSEE:
Retro-go-go! Studios
At: Kirsten Pasiecz
6845 Scholer Drive
Pinckney, MI 48169
Website: www.r-go-go.com
Phn: (734) 470-0300

2 Grant of Rights/Reserved Rights: Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

Property: The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any matters and materials which are part of, derive from, are based on and/or associated with any and all other works, including, without limitation, all such Property or other audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

Licensed Articles:

- 4 Product 1: Belts and Buckles. Era 1 Style, Boutique Quality, 3 - 5 Designs. Utilize artwork from the original comic strip. The style of these buckles is like a framed picture, coated with clear resin (giving the image a glass-like finish).
Product 2: Large and Small Card Cases. Era 1 Style, Boutique Quality, 3 - 5 Designs. Durable stainless steel snap-close case with art on the front. Used to carry credit cards, drivers license and cash, coated with clear resin (giving the image a glass-like finish).
Product 3: Picture Frames. Era 1 Style, Boutique Quality, 3 - 5 Designs
Product 4: Embroidered Patches. Era 1 Style, Boutique Quality, 3 - 5 Designs

5 Term: November 4, 2008 through December 31, 2010

6 Territory: World

7 Advance/Guaranteed Royalties: In consideration for the rights granted herein, the Licensee shall pay to Licensor \$500 promptly upon execution of the Agreement (the "Advance").

The Advance is non-refundable and non-returnable but is recoupable against Royalties

8 [Redacted signature area]

The Agreement is binding only if each page is initialed or stamped by authorized signatures of Licensor and Licensee

Rp 10/19/09

9. **Marketing Date:** In order to achieve the best marketing of the Licensed Articles, Licensee agrees that, subject to timely approvals by Licensor, avoidance of manufacturing difficulties and force majeure events, it shall endeavor to begin soft marketing in the Channels of Distribution no later than the March, 2009, with a commitment to full retail July 2009

10. **Channels of Distribution:** Licensee's direct sales to the boutique fashion market, trade shows, gift shops, designer stores, and via website.

11. **Insurance & Indemnity:**

(a) Licensee warrants and represents that the products comply with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor

(b) Licensee will indemnify Licensor, its agents, officers, directors, successors and assigns, and save and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including reasonable attorneys' fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend same. This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts and artwork (each of which Licensor hereby acknowledges are approved), preproduction prototypes, final product, packaging and the layout, design, factual accuracy and overall content of Licensor's marketing, advertising and publicity material in any and all media (individually and collectively, "Production Materials"), such approvals not to be unreasonably withheld. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed as unlicensed and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.

13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article.

14. **Legal Notice:** All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers © and © Dille Family Trust. All Rights Reserved.

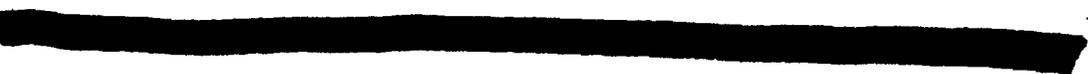
15. **Accounting/Auditing Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months following the delivery of any such statement to commence an audit of the books and records of Licensee relating to such statement and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.

Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of ninety (90) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "dump" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensee's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor. Upon conclusion of this agreement, Licensor will be given 30 days to purchase artwork or other materials, directly related to the above products, created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.) for reasonable market value including related storage, shipping, and handling fees. Should Licensor choose not to purchase these materials, Licensee will hold for archival purposes. Licensee acknowledges any additional use of such materials is not granted and at no time are materials to be used in additional production, given, traded, or sold to a 3rd party without express permission from the Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.).

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, without regard to

This Agreement is binding only if each page is initialed or stamped by authorized signatories of Licensor and Licensee.

*RP 10/19/09*



its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereto acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.

- 17. **Breach, Default & Remedies.** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate the Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all such fee due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
- 18. **Method of Payment.** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the DBle Trust c/o and made out to Go Hero, LLC at the address on page one herein.
- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

AGREED AND ACCEPTED  
Della Family Trust and Ground Zero Productions  
c/o Flint DBle

AGREED AND ACCEPTED  
Reko-a-go-go! Studios  
c/o Kristen Pagacz

By: [Signature]  
To: Paidon  
Date: 11/05/09

By: [Signature]  
To: Rekoagogo LLC  
Date: 10/19/09

This Agreement is binding only if each page is initialed or stamped by authorized signatories of Licensor and Licensee.

KP 10/19/09

Ref No.: LW - Buck Rogers - 11-040115



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 4/15/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

LICENSEE DETAILS	
Licensee name:	Rogers Rocket Ships
Company address:	P.O. Box 184 Bow, WA 98232  16052 Tulip Lane Bow, WA 98232
Email:	info@rogersrocketships.com; jon.rogers@sbcglobal.net
Telephone:	360-766-5274 408-691-6457 Cell
Facsimile:	Not Applicable
URL:	http://www.rogersrocketships.com
Licensee contact for contract matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for marketing matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for payment matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters & universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.  The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.
PRODUCT DETAILS	
Licensed Articles:	An original series of six (6) limited edition original art prints in giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.
Exclusions:	Not Applicable

Channels of distribution:	Product is sold through wholesale distributors, wholesalers websites, and directly to consumers at conventions & trade shows or through Licensees website: <a href="http://www.rogersrocketships.com">http://www.rogersrocketships.com</a> . Licensee to cover the cost of all returns.		
<b>LICENSE DETAILS</b>			
Term	Two (2) years from 4/15/2011 - 4/14/2013		
Sell-off period	Not applicable as goods are not inventoried and printed on demand.		
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, conventions & trade shows, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Announcement at Norwescon, April 21-24, 2011 in SeaTac, WA ( <a href="http://www.norwescon.org">http://www.norwescon.org</a> ) provided this binding deal memo is executed and advance received.		
Release date:	Product	Earliest Release date:	Latest Release Date
May 1, 2011	Original Art Prints	April 22, 2011	June 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Three (3) Samples per SKU.		

<p>Special Conditions</p>	<p>Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$1,000,000 for bodily injuries and/or property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor and Agent shall be additional named insured under such product liability policy or policies. Licensee will provide Licensor with the declaration page of such insurance policy.</p> <p>Licensor retroactively grants Licensee a license to use the property in his 2001 book, "Spaceship Handbook: Rocket and Spacecraft Designs of the 20<sup>th</sup> Century - Fictional, Factual and Fantasy" and for the precision design drawings contained within the chapters "Satellite - A scientific Spaceship in Buck Rogers"; "Spider Ship - A Fantasy spaceship from Buck Rogers". "E.S.S. Pioneer - Buck Rogers Spaceships become Streamlined" and "Space Battle Cruiser - The Golden Age of Spaceships arrives". During the Term, Licensee may continue to sell his Spaceship Handbook and precision drawings, provided that Licensee pays Licensor the royalty rate stated above for all sales; book royalty to be prorated for percentage of property use. Licensee agrees not to sell the precision drawings after the term. Should the out of print Spaceship Handbook be republished after the term, Licensee agrees to secure the written consent of Licensor or omit the precision drawings based on the property.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Rogers Rocket Ships - LICENSEE**

By: \_\_\_\_\_

By: Jon Rogers

It's:

It's:

Date: \_\_\_\_\_

Date: April 19 2011



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 9/02/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Silk Pearce
Company address:	57 Priory Street Colchester Essex CO12QE United Kingdom
Email:	jack@silkpearce.com
Telephone:	+44 (0)1206 871001
Facsimile:	+44 (0)1206 871002
URL:	http://www.silkpearce.com
Licensee contact for contract matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for marketing matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for payment matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Brochure of approx. 16 pages, approx. A5 paper size for Italian paper company client Favini printed on their color papers showcasing Favini papers for graphic designers containing four images from Buck Rogers comic strips. Limited to a print-run of 10,000 brochures.
Exclusions:	Not Applicable
Channels of Distribution:	Product is mailed to graphic designers, upon request from <a href="http://www.favini.com">www.favini.com</a> as well as at trade shows and exhibitions free of charge.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014 or until Favini distributes 10,000 brochures, whichever occurs first.

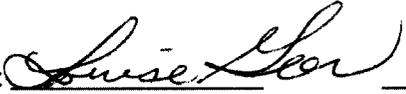
Sell-off period	None		
Territory/ies:	Europe		
Language(s):	English & Italian		
<b>PAYMENT DETAILS</b>			
Advance(s)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum Marketing Commitment:	Photographs of brochure may be displayed on <a href="http://www.Favini.com">www.Favini.com</a> , but brochure will not be available for download, until the end of the term or Favini distributes 10,000 brochures, whichever occurs first.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
October 1, 2011	Paper Company Brochure	September 15, 2011	December 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©2011 The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	<b>Not fewer than Twenty Five (25) samples or one case, whichever is greater.</b>		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Silk Pearce - LICENSEE**

By: 

Louise Geer

It's: Trustee

Date: Sept 8, 2011

By: \_\_\_\_\_

It's:

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/12/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	SquidJuice.
Company address:	SquidJuice 10 Gulliver Place Conifer Grove Auckland, New Zealand 2112
Email:	<a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a>
Telephone:	011-64-9-299-1844
Facsimile:	011-64-9-267-7122
URL:	<a href="http://www.squidjuice.net">http://www.squidjuice.net</a>
Licensee contact for contract matters:	<b>Attn: Clint Pearce, Company Director - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a></b>
Licensee contact for marketing matters:	<b>Attn: Robert Barnes, Lead Artist/Company Director - <a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a></b>
Licensee contact for payment matters:	<b>Attn: Clint Pearce, Company Director - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a></b>
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Game for Apple iPhone®, iPod Touch® and iPad® (Hardware) Platforms inspired by 1930's to 1940's Buck Rogers Comic strips and toys.
Exclusions:	Not Applicable
Channels of distribution:	Product is sold/marketed exclusively through the Apple iTunes Store. Licensee to cover the cost of all development, returns, game updates, consumer complaints and customer service directed at developer, in this case Licensee.

LICENSE DETAILS			
Term	Three years and five months from 8/1/2010 - 12/31/2013 with option to renew by Licensor for an additional two year term at Licensor's sole discretion.		
Sell-off period	Not Applicable		
Territory/ies:	Worldwide		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, Apple webpages, social networking sites (ie Facebook, Twitter, You Tube), various online forums, <del>trade shows</del> , Licensees, fan email list as well as publicity/reviews.		
Release date:	Product	Earliest Release Date	Latest Release Date
October 8, 2010	Classic Buck Rogers iPhone/iPad/iPod Touch Game	October 1, 2010	On or before November 30, 2010
LEGAL NOTICE			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
[REDACTED]		[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	Not fewer than Eight Downloadable (8) iPhone/iPad Games per SKU. Licensee also to provide NTSC DVD or HI-RES MPEG video of all Gameplay.		

Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

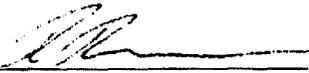
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust - LICENSOR  
Licensing Works, LLC - Agent

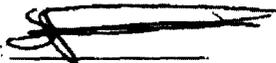
Accepted by:  
Squidjuice

By: \_\_\_\_\_  
Lorraine Williams

Date: \_\_\_\_\_

By:   
Its: Robert Barnes

Date: 21-8-10

By:   
Flint Dille

Date: 8/31/00

FULL AND COMPLETE RELEASE AND ASSIGNMENT

Full and complete release and assignment from Theresa Maria Nowlan, party of the first part, to National Newspaper Service, a corporation, John F. Dille Co., a corporation, John F. Dille, Richard Calkins, Buck Rogers Company, a corporation, parties of the second part.

WHEREAS, Theresa Maria Nowlan, as Executrix of the will of Philip Francis Nowlan, has filed a suit in the United States District Court for the Northern District of Illinois, Eastern Division, in Equity No. 1687, against the parties of the second part, and

WHEREAS, the party of the first part desires to make a full and complete release and settlement of all claims involved in said suit or in any way relating to the subject matter of said suit, including all claims relating in any way to contracts made between Philip Francis Nowlan and the parties of the second part, and all claims based on any relationship of any kind between said Nowlan and the parties of the second part, or either of them, including not only claims existing at the present time, but any claims which may arise in the future based on said subject matter or contracts or relationship;

NOW, THEREFORE, I, Theresa Maria Nowlan, in consideration of the sum of One Thousand Seventeen Hundred Fifty Dollars (\$1,750.00) to me in hand paid by the parties of the second part, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, hereby release and forever discharge the parties of the second part, and each of them, their heirs, executors, administrators, representatives, successors, and assigns, etc., from all claims, actions, causes of action, agreements, promises and demands whatsoever in law or in equity, including all such relating in any way to the subject matter of the complaint in the case of Nowlan v. National et al., in the suit in the United States District Court for the Northern District of Illinois, Eastern Division, in Equity No. 1687, whether based on contracts between Philip Francis Nowlan and the parties of the second part, or either of them, which Philip Francis Nowlan or I have had, now have, or may have in the future, or which my heirs, executors, or administrators hereafter can, shall or may have, for or by reason of any matter, cause or thing whatsoever, including all claims, etc., to all receipts from newspaper strips, merchandise, radio, movies, and all other subject matter, and including all claims, etc., to all receipts which may arise under any contracts heretofore or hereafter entered into by the parties of the second part or any of them relating to newspaper strips, merchandise, radio and movies, and all other subject matter. All contracts of every kind or nature which

exist or may exist and all right thereunder are hereby terminated and forever released.

The party of the first part hereby assigns, releases, waives and conveys all claims, rights and interests of any kind whatsoever in and to all copyrights to John F. Dille Co., and in and to all trade-marks, good will, titles including specifically "Buck Rogers" and "Buck Rogers In The 25th Century" and all characters, patents and inventions and all other subject matter relating in any way to the Buck Rogers features to John F. Dille.

This instrument is intended by all parties to be a complete and full settlement between the parties and each of them.

The payment above mentioned is not to be construed as an admission on the part of the parties of the second part of any liability whatsoever.

The aforementioned suit, Equity No. 1687, may be dismissed without costs to any of the parties on the merits and with prejudice.

Signed and sealed at the City of Philadelphia,  
County of Philadelphia, State of Pennsylvania

S. M. P.) this Monday of April, 1942.

May

John F. Dille Co. (S&L)

AFFIDAVIT

STATE OF PENNSYLVANIA )  
COUNTY OF Philadelphia ) SS

S.M.P.)

On this 14<sup>th</sup> day of May, 1942, before me a Notary Public in and for the County and State aforesaid, came the above named Theresa Maria Nowlan in person, and acknowledged that she signed and delivered said instrument of writing and caused her seal to be affixed thereto as her voluntary and free act for the uses and purposes therein set forth.

Given under my hand and official seal this

S.M.P.) 14<sup>th</sup> day of April, 1942.

Sarah A. Poirer  
Notary Public

NOTARY PUBLIC  
My Commission Expires April 1, 1943

(S E A L)

My commission expires \_\_\_\_\_

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

THEYER FRED HOWLAND, an executrix  
of the Will of PHILIP FRANCES  
HOWLAND, Dec'd.

Plaintiff,

-v-

In Equity

No. 1887

NATIONAL MORTGAGE SERVICE, a  
corporation, JOHN F. WILKS CO.,  
a corporation, JOHN S. BILBO,  
RICHARD C. LITINA, BUCK ROGERS  
COMPANY, a corporation,

Defendants.

STIPULATION

It is agreed by and between the attorneys  
for the respective parties that the above entitled  
case may be dismissed on the merits and with prejudice  
and without cost to any party.

Campbell, Bickler & Fisher Joshua M. Bove  
Raymond H. Bove Edward Eugene Vincent Clark  
Attorneys for Plaintiff

Basel H. Brown  
Attorneys for Defendants





**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Trademark Opposition of:

Mark: BUCK ROGERS

Opposition No.: 91200643

Appl. No. 77/650082

Filed: July 12, 2011

Date: March 22, 2013

Published: June 14, 2011

Dille Family Trust,

Opposer

v.

Nowlan Family Trust,

Applicant.

**OPPOSER'S ANSWER TO APPLICANT'S SECOND SET OF INTERROGATORIES**

The Dille Family Trust ("Dille"), by and through its attorneys and in Answer to Applicant's Interrogatories, states as follows:

**GENERAL OBJECTIONS**

The following general objections apply to each of Applicant's requests for admission:

A. Dille, objects generally to Applicant's Interrogatories on the grounds that they are vague and ambiguous, overly broad and unduly burdensome. Dille has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of Applicant's Interrogatories.

B. These instant Interrogatories are interposed in bad faith as counsel for Applicant, as well as Applicant itself, have specific knowledge that Dille and its predecessors have without interruption asserted exclusive rights to the Trademark, BUCK ROGERS. Dille further objects to the instant Interrogatories as they are vexatious and obstreperous as the Applicant has settled any claims with Dille and its predecessors, and have received consideration and have waived any rights it may have had, which are not admitted by this Objection, to the trademark BUCK ROGERS.

C. The following responses and objections are based upon information now known. Discovery has not yet been completed in this action and Dille will therefore supplement these responses and objections to the extent required by the Federal Rules of Civil Procedure and U.S. Trademark Law.

D. Without waiving these objections and by way of response, Dille provides the following responses.

#### **ANSWERS TO INTERROGATORIES**

**37. To the extent Opposer relies on USPTO filings to establish the first date of use of Opposer's, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that date.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that upon information and belief, information responsive to this Interrogatory is provided in attached **Exhibit 4-1.**

**38. To the extent Opposer relies on USPTO filings to establish ongoing use of Opposer's, identify all documents, brochures, invoices, advertisements or any writing whatsoever upon which Opposer relies upon to establish that date.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that upon information and belief, information responsive to this Interrogatory is provided in attached **Exhibit 1-1** and **Exhibit 4-1**.

**39. Identify all documents that relate or refer to the approval by Opposer for licensed articles, approval of advertising at any stage of development, approval of artwork and artwork designs, and general approval of the licensee's usage of the mark.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad. Subject to and limited by and without waiving the foregoing objections, Dille states that upon information and belief, information responsive to this Interrogatory is provided in attached **Exhibit 1-1**.

**40. Identify all litigations, whether state or federal, in which the issues of ownership or infringement of the Opposer's Marks were at issue.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille provides as its response: notwithstanding the instant opposition, Dille responds that upon information and belief a 2009 TTAB Opposition between Nowlan Family Trust and The Dille Family Trust (#92051659) and an 2012 action commenced in the Court of Common Pleas of Lawrence

County, Pennsylvania between Dille Family Trust, et al. and Diane McDevitt, et al. (Index No. 10437 of 2012, C.A.) are the only such actions.

**41. Identify each product or good currently being sold or offered for sale under Opposer's Marks.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis it is overly broad. Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as **Exhibit 1-1**. Summarizing the products provided within the redacted licenses annexed hereto as **Exhibit 1-1** such products sold include: Halloween Costumes and Uniform Replicas for men and women; fine art prints including Serigraphs, Giclees and Lithographs; a Radio drama consisting of 30 minute audio only episodes (multiple episodes may be combined and released on CD or DVD); Montage backdrops; original Standard Comics; series of Original Music Soundtracks on CD from the 1979 television series "Buck Rogers in the 25th Century;" T-shirts, Hoodies, Thermal long-sleeve T-shirts for men and women; Paper Company Brochure; and Classic Buck Rogers iPhone/iPad/iPod Touch Game. Dille reserves the right to supplement this response should sufficient information be discovered.

**42. For each good identified in paragraph 12 of Opposer's Notice of Opposition, identify the date of first use.**

**RESPONSE:** See General Objections.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided in attached Exhibit 4-1.

**43. For each good identified in paragraph 12 of Opposer's Notice of Opposition, identify all documents which support Opposer's claim as to a date of first use.**

**RESPONSE:** See General Objections.

A prima facie showing of continuous use is evidenced by the repeated Section 8 & 9 filing submitted the Dille Family Trust and accepted by the USPTO. Thus, Dille's responses regarding questions of continuous use shall be confined to the period from 2001 to the present.

Subject to and limited by and without waiving the foregoing objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as **Exhibit 1-1** and **Exhibit 4-1**. Dille reserves the right to supplement this response should sufficient information be discovered.

**44. For each good identified in paragraph 12 of Opposer's Notice of Opposition, identify all documents which support Opposer's claim that the mark is currently in use with the respective good.**

**RESPONSE:** See General Objections.

Dille further objects to this Interrogatory on the basis that it is overly broad. Notwithstanding said objections, Dille states that, upon information and belief, information responsive to this Interrogatory is provided within the redacted licenses annexed hereto as **Exhibit 1-1**.

Defendant, Dille, acknowledges its continuing obligation to supplement this response should any information or documents responsive to Applicant's Interrogatories be discovered in the future.

DATED: Buffalo, New York  
March 22, 2013



VINCENT G. LOTEMPIO, ESQ.  
Kloss, Stenger & LoTempio  
Attorney for Defendant,  
Dille Family Trust  
69 Delaware Ave, Suite 1002  
Buffalo, New York 14202  
(716) 853-1111  
vglotempio@klosslaw.com

To: John J. O'Malley, ESQ.  
Volpe and Koenig, P.C.  
United Plaza  
30 South 17<sup>th</sup> Street  
Philadelphia, PA 19103  
Telephone: (215) 568-6400  
Facsimile: (215) 568-6499  
E-mail: [jomalley@vklaw.com](mailto:jomalley@vklaw.com)

**CERTIFICATE OF SERVICE**

I, Vincent G. LoTempio, do hereby certify that a true and correct copy of *Opposer's Responses to Applicant's Second Set of Interrogatories* was served on Applicant's Attorney of Record by electronic mail and first-class mail, postage pre-paid to the following:

John J. O'Malley  
Volpe and Koenig, P.C.  
United Plaza  
30 South 17<sup>th</sup> Street  
Philadelphia, PA 19103  
jomalley@vklaw.com



Vincent G. LoTempio, Esq.

Dated: March 22, 2013



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/9/11

Agent Contact: Pamela Harris & Leslie Levine

<b>LICENSEE DETAILS</b>	
Licensee name:	Anovos Productions, LLC
Company address:	7528 Pershing Blvd. Suite B202 Kenosha, WI 53142
Email:	joe@anovos.com
Telephone:	(262) 620-3262(312) 576-9563
Facsimile:	None
URL:	www.anovos.com
Licensee contact for contract matters:	<b>Joe Salcedo</b> - © (312) 576-9563
Licensee contact for marketing matters:	<b>Joe Salcedo</b> - © (312) 576-9563
Licensee contact for payment matters:	<b>Joe Salcedo</b> - © (312) 576-9563
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Halloween Costumes and Uniform Replica & Prop Replicas Classic BR Costume - [REDACTED] TV Show BR Costume - [REDACTED] TV Show Women's BR Costume - [REDACTED] [REDACTED] Classic BR Costume For Women - [REDACTED] [REDACTED] High End Replica Costumes [REDACTED]
Exclusions:	None
Channels of distribution:	Direct Sales, Distributors, Wholesalers, Retail Store Fronts, On-line, Mid-Tier, Mass Market, Department Stores and directly to consumers through Licensees website: www.anovos.com

<b>LICENSE DETAILS</b>			
Term	8/9/11 to 12/31/13		
Sell-off period	Three (3) Months		
Territory/ies:	United States only		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):			
[REDACTED]			
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment: Retail Accounts: Spirit/Spencers, Buycostumes, Halloween Express, Party City, etc. Walmart, Target, etc.	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook and Twitter), various online forums, catalog/brochures, sell-sheets, Licensees email list as well as publicity/reviews.		
Release date: Marketing Date: January 2012	Product	Release date:	Product
		August 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Reg. Halloween -Twenty-Four (24) Samples per SKU High End Replicas - Five (5) samples per SKU		
Special Conditions	[REDACTED]		

	product liability policy or policies.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Anovos Productions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its:

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 5/01/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	B. Rood Illustrations
Company address:	6846 Clearview St. Temperance, MI 48182-1389
URL:	<a href="http://www.brianrood.com/">http://www.brianrood.com/</a>
Telephone:	734-847-1727
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for marketing matters:	Attn: Brian Rood – brianrood@brianrood.com
Licensee Artist contact for payment matters:	Attn: Brian Rood – brianrood@brianrood.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
<p>Licensors grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	<p>An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor &amp; Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor, Licensee Artist may elect to produce an additional series under the same conditions above.</p>

SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.

GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.

LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.

Exclusions:	Not Applicable
Channels of distribution:	Through fine art galleries and directly to consumers through Licensee Artist's website: ( <a href="http://www.brianrood.com">http://www.brianrood.com</a> ) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.

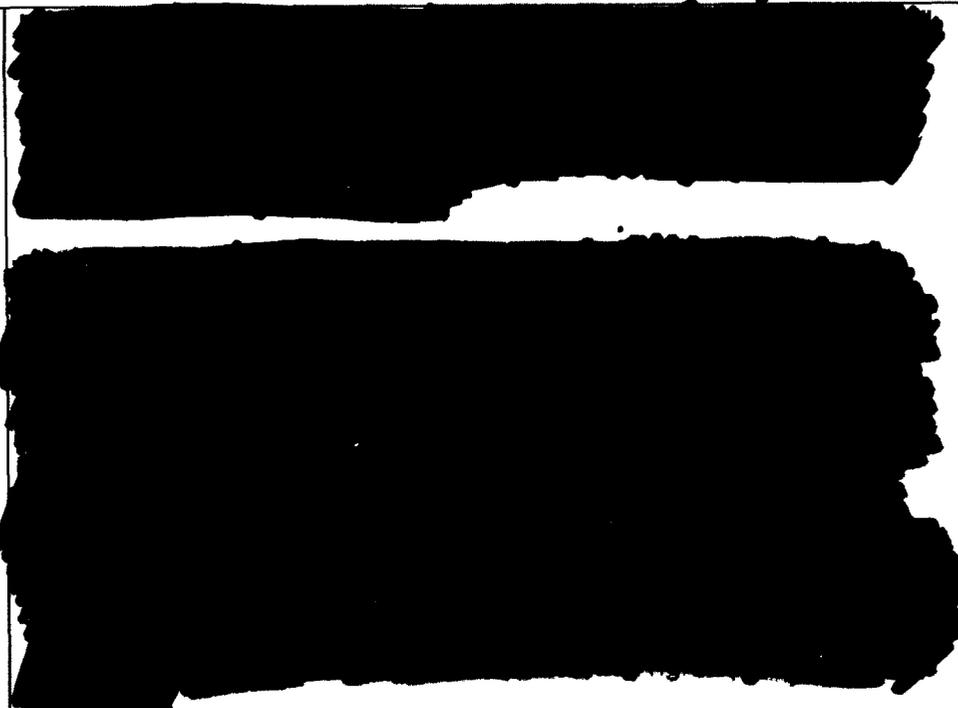
**LICENSE DETAILS**

Term	Two (2) years from 5/1/2011 – 4/30/2013.
Sell-off period	Four (4) Months
Territory/ies:	U.S. and Canada; Worldwide for internet sales.
Language(s):	English

**PAYMENT DETAILS**

Advance	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee (payable including the Advance):	[REDACTED]

Gallery Commissions



**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment: New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.

Release date:	Product	Earliest Release Date	Latest Release Date
September 1, 2011	Original Fine Art Prints	7/1/2011	On or before 12/31/2011

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201\_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>

**OTHER DETAILS**

Samples of the final Licensed Articles: One (1) '8.5 x 11 Mini Proof' per SKU, Fifteen (15) Samples per Lithograph & Poster SKU, and Three (3) Fine Art Print' Samples per Giclee & Serigraph SKU. Fine art prints are not printed until Licensee Artist

	receives orders.
Special Conditions	<p>Licensee Artist shall retain possession and ownership of the original art created for the Licensed Articles provided that ownership of all related copyrights to the art created for the Licensed Articles shall be the property of The Dille Family Trust. Licensee Artist shall make original art within Licensee Artist's possession available to Licensor for public exhibition provided that Licensor is properly insured.</p> <p>If Licensee Artist decides to sell the original art, Licensee Artist must give Licensor 30 days written notice of its intention to sell each original. Licensor shall have a right of first refusal to purchase the originals with Licensee Artist stating the price at which it is willing to sell the original art. If Licensor, does not purchase the original art piece during the 30 day period, Licensee Artist may sell the original to a third party provided that the sale price is no less than the amount offered to Licensor and Licensee Artist pays to Licensor 15% of the sale price under the royalty terms of this agreement, during and after the expiration of the term. If Licensee Artist is unable to find a buyer within 180 days, then Licensee Artist must again offer the original art to Licensor in the procedure stated above should Licensee Artist later offer the original art for sale.</p>
Approvals	<p>For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

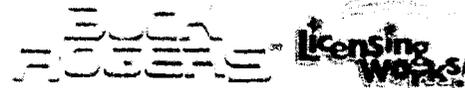
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**B Rood Illustrations**

By: *Louise A. Dille*  
 Its: Trustee  
 Date: 7/11/11

By: *B Rood*  
 Its: \_\_\_\_\_  
 Date: 5-24-11



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 5/5/2010

Agent Contact: Leslie Levine, Jane McGregor &amp; Scott Cherrin

<b>LICENSEE DETAILS</b>	
Licensee name:	The Colonial Radio Theatre On The Air
Company address:	2207 Grove St. • Round Rock, TX 78681
Telephone:	512-508-1453
URL:	http://www.colonialradio.com
Licensee contact for contract matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for marketing matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for payment matters:	<b>Attn: Mark Vanderberg</b> – m_vanderberg@yahoo.com
Licensee contact for creative matters:	<b>Attn: Jerry Robbins</b> – robbins.jerry@gmail.com 18 Sunset Ave. • North Reading, MA 08164 • 978-664-0408
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" (definition below) for the development, production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of January 1, 2010 unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
Ownership of Rights	The Licensed Articles shall be produced on a work-for-hire basis with Licensee ensuring that all copyrights, both written & performance, are registered on behalf of The Dille Family Trust. Nothing contained in this Agreement shall be construed as an assignment to Licensee of any right, title and/or interest in and to the Property, it being understood that all right, title and interest relating thereto are expressly reserved by the Licensor except for the rights being licensed hereunder. Licensee's every use of the Property shall inure to Licensor's benefit. Any and all novel elements and/or characters created by the author of the Licensed Articles shall become the property of Licensor.
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Radio drama consisting of 30 minute audio only episodes. Multiple episodes may be combined and released on CD or DVD.
Exclusions:	Not Applicable

Channels of distribution:	Product to be sold only through the following channels of distribution: online, radio, satellite radio, mobile devices, book specialty (ie Barnes & Noble), big box mass merchandisers (ie WalMart). Product may also be sold by Licensee through its Licensor approved (in writing) third party distribution partners, including but not limited to Brilliance Audio, Inc, a subsidiary of Amazon.com. Priority distribution is expected at Amazon.com, Audible.com and iTunes.com (and at many of Brilliance's affiliated on-line stores).
<b>LICENSE DETAILS</b>	
Term	90 days from 5/15/2010 to 7/14/2010 to consummate a distribution arrangement with Brilliance Audio, Inc. subject to Licensor written approval. Pending acceptance, Term to be extended three (3) years through 7/31/2013 upon payment of guarantee paid as outlined herein. If royalties paid to Licensor exceed guarantee by 25%, Licensee shall have an automatic right to renew for a second three (3) year term expiring 7/31/2016.
Sell-off period	Licensee shall have right to distribute produced content digitally for an additional five (5) years after the Term and on CD or DVD for three (3) years after the term with distribution and all other rights reverting solely to Licensor upon expiration of said sell-off period.
Territory/ies:	U.S. and Canada for packaged product. Worldwide for internet sales
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	To be negotiated by Licensee with Brilliance Audio and approved by Licensor in writing via executed agreement between Brilliance Audio, Inc., Licensee and Licensor with minimum guarantee payment payable to Licensor on or before 7/31/2010.
Amount [US\$] TBD	TBD
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>	
Minimum marketing commitment:	New product introductions on Licensees webpage, third party distributor webpages, social networking sites (ie facebook fan group), various online forums (Audio Drama Talk), Licensee's catalog/brochures, Licensees Fan email list as well as publicity/reviews. Licensee pod cast and third party pod casts. Programs will receive at least one airplay exposure on XM/Sinus Satellite Radio (Specific air times and rotation TBD, but most often programs are aired in 27 min. segments twice in a given day, with two complete airings of the series within the first year being common.) High interest shows will also benefit from exposure on the station managers weekly interview show if it is decided to launch with a 2 hr. stand alone show, followed with 24 weekly serial episodes. Amazon Linkage marketing technology will be used to gain exposure to those with an interest in sci-fi. Airplay exposure via radio and satellite radio airplay will drive consumers to these channels.

Release date:	Product	Earliest Release Date	Latest Release Date
	Classic Buck Rogers Radio Drama	10/31/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

© 2010 The Dille Family Trust. All Rights Reserved

*R. Buck Rogers is a registered TM owned by the Dille Family Trust and used under license*

**METHOD OF PAYMENT**

In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:

If via wire transfer to:



If by mail to AGENT:



**OTHER DETAILS**

Samples of the final Licensed Articles	Twelve (12) Audio Dramas/Audio Books or One (1) Case, whichever is greater which are produced as hard goods
Special Conditions	Distribution Agreement with Brilliance Audio, Inc. must be approved and signed by both Licensee and Licensor.
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development.

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**The Colonial Radio Theatre On The Air**

By: *Lorraine Williams* 22  
 Lorraine Williams

By: *Mark Vanderberg*  
 Mark Vanderberg

Date: *24 May 2010* 5/20/10

Its:  
 Date: *5-5-10*

By: *Flint Dille*  
 Flint Dille

Date: *5/10/10*



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/6/2010

Agent Contact: Leslie Levina, Scott Cherrin &amp; Jane McGregor

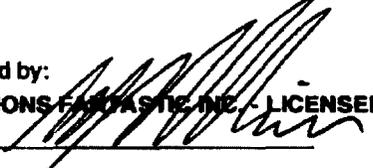
<b>LICENSEE DETAILS</b>	
Licensee name:	Creations Fantastic, Inc.
Company address:	552 Poplar St., Macon, GA 31024
Phone & Fax:	800-508-1816; 478-750-8061 Fax: 478-750-7471
URL:	<a href="http://www.backdropsfantastic.com">www.backdropsfantastic.com</a> <a href="http://www.creationsfantastic.com">www.creationsfantastic.com</a>
Licensee contact for contract matters:	Attn: Clayton Hellis, President & CEO 478-737-5310 skype: claytonhellis
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Montage backdrops with a minimum of six back drop designs in Year 1 using authorized imagery from Licensor.
Channels of distribution:	Rental; not for sale except by advance written permission.
<b>LICENSE DETAILS</b>	
Term	8/6/2010-8/5/2013
Sell-off period	Not applicable
Territory/ies:	World; serviced primarily out of the U.S. via Fed Ex
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance(s):	[REDACTED]
Royalty rate:	[REDACTED]
Minimum Guarantee:	[REDACTED]

<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	Marketing to the events and party planning industries and prominently displayed on websites		
Release date:	Product	Earliest Release Date	Latest Release Date
	Six weeks from delivery of style guide materials	October 1, 2010	December 31, 2010
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
			
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Hi-res digital files (layered not flattened) for approval. Licensee will supply Licensor with one sample of each upon receipt of a production order. Licensor may order for its own use at cost + shipping		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
 Licensing Works, LLC – Agent

Accepted by:  
**CREATIONS FANTASTIC INC. – LICENSEE**  
 By: 

By: \_\_\_\_\_  
 Lorraine Williams

Its: PRESIDENT  
 Date: 09/10/2010

Date: \_\_\_\_\_  
9/17/10

By:   
 Flint Dille

Date: 9/20/10



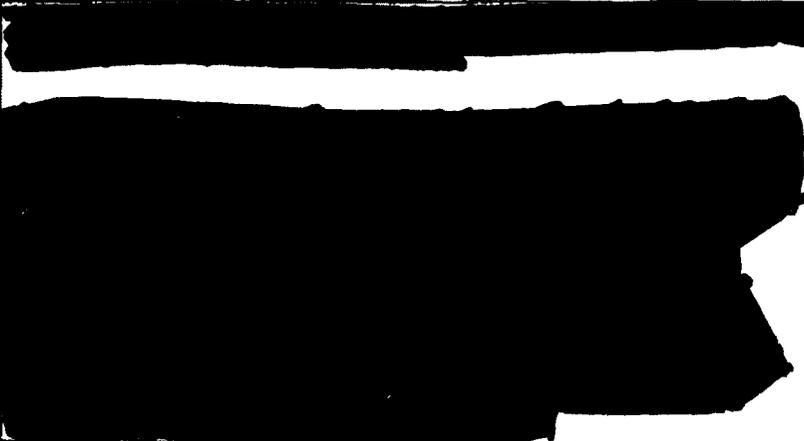
**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/14/2010

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Drizzle Studios
Company address:	1666 W. Embassy St. Anaheim, CA 92802
URL:	http://www.drizzleart.com
Telephone:	714-343-3043
Fax:	714-991-1535
Licensee Artist contact for contract matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for marketing matters:	Attn: Robert Holton - robert@drizzleart.com
Licensee Artist contact for payment matters:	Attn: Robert Holton - robert@drizzleart.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

RA

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
<p>Exclusions:</p>	<p>Not Applicable</p>
<p>Channels of distribution:</p>	<p>Through fine art galleries and directly to consumers through Licensee Artist's website: (<a href="http://www.drizzleart.com">http://www.drizzleart.com</a>) as well as Artist's booth at trade shows and art fairs. Licensee Artist does not accept returns of any kind.</p>
<p><b>LICENSE DETAILS</b></p>	
<p>Term</p>	<p>Two (2) years from 9/15/2010 - 9/14/2012.</p>
<p>Sell-off period</p>	<p>Four (4) Months</p>
<p>Territory/ies:</p>	<p>U.S. and Canada; Worldwide for internet sales.</p>
<p>Language(s):</p>	<p>English</p>
<p><b>PAYMENT DETAILS</b></p>	
<p>Advance</p>	
<p>Royalty rate:</p>	
<p>Minimum Guarantee (payable including the Advance):</p>	

2/11

<p><b>Gallery Commissions:</b></p>	<p>Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.</p> <p>Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.</p>
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**MARKETING & RELEASE COMMITMENT DETAILS**

<p><b>Minimum marketing commitment:</b></p>	<p>New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.</p>		
<p><b>Release date:</b></p> <p>November 1, 2010</p>	<p><b>Product</b></p>	<p><b>Earliest Release Date</b></p>	<p><b>Latest Release Date</b></p>
	<p>Original Fine Art Prints</p>	<p>10/15/2010</p>	<p>On or before 12/31/2010</p>

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

*If via wire transfer to:*



*If by mail to AGENT:*



**OTHER DETAILS**

<p>Samples of the final Licensed Articles</p>	<p>One (1) '8.5 x 11 Mini Proof' and One (1) '16x20 Fine Art Print' Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.</p>
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*RL*

Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
The Dille Family Trust -- LICENSOR  
Licensing Works, LLC -- Agent

Accepted by:  
Drizzle Studios

By: ~~\_\_\_\_\_~~  
Its: FRONT DESIGNS  
Date: 9/29/10

By: [Signature]  
Its: RLH  
Date: 9/27/2010

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

RLH

**LICENSE AGREEMENT ("Agreement") re: *BUCK ROGERS***

**Licensor:** Dille Family Trust ("Dille")  
Contact: Flint Dille  
Address: 10966 Strathmore Drive #4  
Los Angeles, CA 90024  
T: (310) 266-8500  
F: (310) 824-7181  
E-mail: [flintdille@earthlink.net](mailto:flintdille@earthlink.net)

**Licensee:** Dynamic Forces, Inc. ("DF")  
Contact: Nick Barrucci  
Address: 155 9<sup>th</sup> Ave., Suite B  
Runnemede, NJ 08078  
T: (856) 312-1040, ext #100  
F: (856) 312-1050  
E-mail: [nick@dynamicforces.com](mailto:nick@dynamicforces.com)  
Approvals: Juan Collado – [juan@dynamicforces.com](mailto:juan@dynamicforces.com) and Joseph Rybandt – [joe@dynamicforces.com](mailto:joe@dynamicforces.com)

**Rights Licensed:** Subject to the other terms and conditions set forth in this Agreement, including but not limited to DF's timely payment of the "Minimum Guarantee" and all other sums due hereunder, Dille hereby licenses to DF the rights to use, to copy, to modify, to manufacture, to distribute, to develop, to publish, to display publicly, and to have copied, modified, manufactured, distributed, developed, published or publicly displayed, and otherwise to exploit the "Property" in the design, development, manufacture, packaging, distribution, publishing, promotion, advertisement, sale and exploitation throughout the "Territory" of the "Licensed Articles" (as each of the preceding initially capitalized and quoted terms is defined hereinbelow).

**Property:** As used herein, the Property means the characters, "universe," storylines and other elements that comprise *Buck Rogers* only as such elements appear in *Buck Rogers* comic strips and comic books published prior to this Agreement's "Effective Date" (defined below) (collectively, the "Classic Series"), and specifically excluding all motion pictures, television shows and any other non-comic book and/or non-comic strip media exploitations derivative of the Property or any element thereof whether created as of or after the Effective Date.

**Licensed Articles:** As used herein, "Licensed Articles" includes the following categories of items: (i) "Standard Comics" (i.e., individual comic book issues comparable in length and presentation to, e.g., DF's initial *Lone Ranger* comics); (ii) "New Collections" (i.e., trade paperback and/or hardcover collections of the Standard Comics); (iii) "Classic Collections" (i.e., trade paperback and/or hardcover collections of the Classic Series including reprints of classic Daily or Sunday strips); provided that in each of the immediately preceding categories (i), (ii) and

(iii), each may be published in sizes and formats now known and standard and as they evolve in physical printed sizes and formats during Term; (iv) "Prints" (i.e., lithographs, posters, poster calendars); (v) trading cards; and (vi) "Resin-based Figures" (i.e., statues, busts, dioramas and snow globes as such are commonly sold via comic book specialty stores, but not via mass market retailers such as Wal Mart). Licensee of Article under this Agreement shall be licensed to reproduce and distribute based on right later to the Licensed Parties under the copyright and other rights in the above. DF shall have the right to digitize both electronic copies of the Licensed Articles referenced to this paragraph and (i) to downloadable content, but this content shall not include any rights to animate, provide soundtracks, for or otherwise alter the original printed version of such items. Merchandising rights, other than as expressly set forth hereinabove, and all other rights not expressly licensed to DF are reserved to Dille.

**Term:** Five (5) consecutive years commencing June 1, 2007 (the "Effective Date") and continuing through and including June 1, 2012 2012, subject to an extension of five (5) additional years if DF: (i) pays Dille "Royalties" (defined below) of at least [REDACTED] during the Term; (ii) is not in breach of its obligations under this Agreement; and (iii) commits to an exploitation plan that Licensor approves.

**Territory:** Worldwide

**Minimum Guarantee:** [REDACTED]

**Minimum Publication:**

DF shall cause at least: (i) six (6) different issues of original Standard Comics to be created and distributed in a commercially reasonable manner within the first twelve (12) months of the Term and (ii) no fewer than four (4) different issues of original Standard Comics to be created and commercially distributed each Term year thereafter.

**Net Receipts**

[REDACTED]

returns (but only to the extent that the returns are supported by credit memos and in no event more than fifty percent (50%) of total sales during each accounting period). No deduction from gross invoice shall be made for cash, freight, early payment (exceeding 2%), mark-down allowances (not to exceed 50% of initial wholesale price and actually taken), new store allowances, defective goods allowances or allowances taken by retailers customers in lieu of returning goods (not to exceed 50% of initial wholesale price).

**Royalties:** ♥

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

**Audits:**

[REDACTED]

**Distribution:**

The Licensed Articles may be distributed via comic book specialty stores, book stores, Spencer Gifts, theme parks, toy collector stores, the Internet, TV home shopping channels and any specialty retail location that Diamond Comics distributes other DF titles. Other distribution channels may be added if approved by Dille in writing.

Regarding internet distribution of the Licensed Articles, DF shall make reasonable efforts not to sell (and shall not authorize the sale of) any Licensed Articles on any website, or alongside any other product sold on any website, that disparages or demeans the Property or otherwise could reasonably bring the Property into disrepute. DF represents, warrants and covenants that the Internet, Web and WAP sites through which the Licensed Articles will be distributed and used are and will be safe and fit for the use for which they may normally and reasonably be deemed to have been offered or distributed.

**Marketing Commitment:**

DF shall market and promote the Licensed Articles in a manner consistent with DF's established business practices, and in accordance with DF's reasonable business judgment (e.g., in order to benefit from new or novel marketing opportunities).

**Launch Date:**

DF hereby undertakes to begin commercial distribution (i.e., to the general public, in commercially reasonable quantities in at least North

America) by no later than February 28, 2008. On or before August 31, 2007, DF shall provide to Dille a reasonably detailed marketing plan regarding the release of Licensed Articles during the first three years of the Term. DF shall endeavor in good faith to accommodate reasonable Dille requests regarding the promotion and release schedule of Licensed Articles (e.g., to maximize benefit to DF and third party licensees of the Property). DF will update as appropriate.

**Dille Approvals:**

DF will utilize best efforts to create the highest caliber comic possible. Dille shall have the right to approve each Licensed Article and the elements thereof (e.g., storylines, art, designs, characters, writers, artists, materials, etc.) as well as the factual accuracy of any statements relating to the Property and/or the Licensed Articles and any promotional materials relating thereto. DF shall timely deliver key materials and/or information (e.g., résumés of proposed talent, summaries of proposed scripts, mock-ups and samples of each proposed item of merchandise) to Dille for Dille's review, and Dille shall communicate to DF its approval or rejection of such materials in writing within ten (10) days of Dille's receipt of the relevant submission; provided that no failure by Dille to approve or disapprove any submission shall be deemed an approval. If Dille rejects a submission, then Dille shall deliver to DF a writing reasonably detailing the basis for such rejection and DF shall have the opportunity present improved and/or different materials for Dille's review. DF's intentional or permissive release to the public (or any part thereof) of an unapproved item will be deemed a breach of DF's obligations hereunder, and DF, at its election and on delivery of notice to DF, may terminate the Term hereof. Any materials, other than style guides, supplied to DF by Dille will be purchased at Dille's invoiced cost per mutual agreement. Additionally, DF acknowledges that any and all storylines, illustrations and/or enhancements to artwork and/or to other materials or to the Property, which are created by or on behalf of DF, shall be owned exclusively by Dille and may be freely used by Dille at any time and any materials used in relation to the Property shall be available to Dille upon Dille's request therefor.

If Dille does not provide approvals/rejections within the time frames specified in the immediately preceding grammatical paragraph, then DF may notify Dille of such approval delays, and any applicable release dates for any Licensed Products shall be extended on a day for day basis relative to the number of days of such Dille approval delays; provided, that no Dille approval delay shall extend the Term hereof without Dille's express written consent.

The original, physical artwork comprising the Material, including all copyrights therein, shall remain the property of Dille but shall be returned to artist. Artist shall have no right to reproduce said artwork or to make any commercial use, reproduction or exploitation thereof (except as Contractor may do as a member of the general public, or for advertisement or promotion of the artwork on any website for the

purpose of selling the artwork as set forth here). Notwithstanding the foregoing, Artist may dispose of the original physical artwork by sale or otherwise and may, publicly exhibit the original physical artwork.

**Access to Property:**

DF acknowledges that (i) Dille shall have no obligation to provide to DF any materials related to the Property not owned, under the possession or immediate control of Dille; and (ii) Dille does not warrant the condition of any such materials. Dynamic may obtain elements of the Classic Series material on its own for re-use; provided that no such acquisition of such elements or items shall result in any claim of ownership by DF or otherwise; and provided further that if any effort by DF results in one or more copyrightable elements' being produced, then such copyright shall vest solely and exclusively in Dille.

**Advertising Sales:**

Dille will use reasonable efforts to cause third party licensees of the Property to purchase advertising space in the Standard Comics and/or in other DF publications, provided that DF hereby grants Dille one page per Standard Comics issue, free of charge, to use in Dille's discretion to promote one or more third party licensee's products related to the Property (e.g., DVD's, candy, apparel, linens, lunch boxes). For each third party licensee of the Property that purchase advertising space in DF publications, and for each advertiser that purchases advertising space in one or more publications licensed hereunder, DF shall pay Dille fifteen percent (15%) of the gross sum DF receives from such advertising space purchaser. DF shall report all such advertising space sales and make all such payments on the same terms and conditions as set forth hereinabove with respect to reporting and payment of Royalties.

**Ownership:**

All current and future ownership rights, copyrights, trademark rights, trade name rights, performance rights, author's rights, moral rights and all other proprietary or intellectual property rights, throughout the universe, in and/or resulting from the services performed pursuant to this paragraph or the exercise of the rights licensed hereunder and any and all copyrightable ideas, writings, and drawings created as a result of, or in the course of, performing such services and the exercise of such rights will be the exclusive property of Dille from the moment of creation. DF, by itself or via a third party, shall at no time during the Term or thereafter contest Dille's exclusive, complete and unrestricted ownership of the Property, the Licensed Articles and/or any element thereof. DF acknowledges that the Property and any work(s) derivative of the Property are owned and controlled solely and exclusively by Dille. Each Licensed Article and element thereof shall be created as a "work made for hire" (as defined in the federal copyright statutes of the United States), and Dille shall be the copyright owner of each Licensed Article and element thereof (e.g., without limitation, story, artwork, etc.) in perpetuity throughout the universe, and that, except as otherwise expressly provided for in this Agreement, Dille shall have the exclusive right to use or sublicense the use of each Licensed Article (or element thereof) in all media now known or hereafter devised without

compensation to DF. DF irrevocably grants and assigns to Dille all right, title and interest (including without limitation copyrights, trademark rights, and other proprietary rights) in perpetuity throughout the Universe it has and may have in or to any Licensed Articles and all elements thereof. If DF intends that any third party makes or has made contribution to the Licensed Articles or otherwise to the Property, then DF shall timely obtain from such party a full confirmation and assignment of rights so that the foregoing rights shall vest fully in Dille. Dille shall supply the document DF will have each contributor execute. To the extent any such contributed material(s) cannot be deemed a "work made for hire," DF hereby assigns to Dille all right, title and interest in and to such created and/or contributed material(s), including all copyrights, trademark rights, and other intellectual property rights therein, in perpetuity, throughout the universe, and all extensions and renewals and reversions thereof. At Dille's request, DF by its duly authorized officer, shall execute all documents and other instruments necessary or desirable to confirm such assignment. Each and every copy of the Licensed Articles, and packaging and advertising and promotional materials therefore, shall bear the copyright and trademark notices and any other appropriate legal notices that Dille may from time to time prescribe. All uses of the Property and the elements thereof and the trademarks and other intellectual property rights associated with the Property shall inure exclusively to the benefit of Dille, and no use thereof shall confer any rights on DF, except as expressly intended hereunder. DF covenants not to, during or after the term of this agreement, create or exercise any rights of Dille in the Property, the elements thereof, the trademarks and other intellectual property rights therein.

**Cross-over Rights:**

In the event of cross-overs, each respective party will acknowledge and agree that each entity's Property is the sole and exclusive property of respective Rights Holder, and Rights Holder, as applicable, are the owners of all right, title, and interest in and to the Licensed Property.

**Complimentary Copies:**

DF shall deliver to Dille at no cost to Dille ten (10) royalty-free copies of each completed Licensed Article upon initial distribution thereof and four (4) samples of all advertising, promotional and display material using the Property upon initial release thereof. If Dille requests additional samples or copies of any Licensed Articles, then DF shall provide same to Dille at DF's manufacturing cost.

DF may distribute a reasonable number complimentary copies (it being acknowledged that 75 copies per Standard Comics issue and/or New Collections edition, and 25 copies per Classic Collection edition is reasonable) to creators participating in creation of the respective Licensed Article, and/or for industry promotional purposes (e.g., to reviewers) without such complimentary copies' being included in unit sales for purposes of determining Dille Royalties hereunder.

Additional licensed categories shall be distributed royalty-free with up to six (6) units per creator and up to twenty-five (25) units for media and reviews sites.

**Termination:**

Notwithstanding any contrary provision of this Agreement, Dille may terminate the Term hereof on written notice to DF if any of the following conditions applies or occurs: (i) DF fails to meet or exceed the Minimum Publication requirement; (ii) DF breaches any of its material obligations under this Agreement; (iii) DF produces and/or distributes and/or markets any item(s) or material(s) related to the Property without Dille's approval; (iv) DF fails or refuses to pay Dille the amounts due hereunder as and when due; (v) DF ceases to do business, declares itself or is declared a bankrupt; (vi) DF commits or causes to be committed any act that demeans or devalues the Property; (vii) DF uses the Property in any way that violates the law of any jurisdiction in which the Licensed Articles are made or sold; (viii) the Licensed Articles or any element thereof violates the rights of any third person. As to the immediately preceding items (i), (ii), (iv), DF shall have thirty (30) days from the date Dille delivers notice to DF of such condition or occurrence within which to cure the same. As to this paragraph's items (iii) and (vi), DF shall have fifteen (15) days from the date that is the earlier of the date that Dille delivers notice to DF of such condition or occurrence or the date that DF otherwise becomes aware of such condition or occurrence within which to cure the same. No cure period shall apply as to this paragraph's items (v), (vii) and/or (viii), and Dille may, at its election, terminate the Term hereof immediately upon delivery of notice of such termination. Any termination hereof by Dille shall be without prejudice to any other rights or remedies Dille may have at law or equity.

**Indemnification:**

**By Dille:** Dille shall indemnify, hold harmless, and defend DF from and against any claims, liabilities, demands, causes of action, litigation, judgments, settlements, expenses or damages, including without limitation, actual, reasonable and verifiable outside attorneys' fees and costs (collectively, "Claims") arising out of any breach by Dille of its representations or warranties under this Agreement; provided that such Claims are reduced either to an adverse unappealable judgment or to a settlement entered into pursuant to DF's written consent which consent shall not be unreasonably withheld or delayed. If any copyright infringement claim be brought against the Property and DF as a result of any misrepresentation expressly made by Dille herein, then Dille will cover any deductible on DF's Errors and Omissions insurance policy which policy DF shall maintain in full force and effect throughout the Term (as it may be extended) and for a period of three years thereafter.

**By DF:** DF hereby undertakes to indemnify and hold Dille harmless from and against any loss, liability, damage, cost or expense (including attorneys' fees and costs) (collectively, "Claims") arising out of any claims, demands, or lawsuits which may be made or brought against Dille by reason of: (i) any alleged defamation or alleged infringement of

any statutory copyright, common law right, right of privacy, or proprietary or personal right of any sort which may result from the exploitation of any Licensed Article(s) or element(s) thereof; (ii) any breach by DF of any of the warranties, representations, undertakings or agreements set forth in this Agreement or otherwise arising in connection with the exercise of DF's rights hereunder, except to the extent to which Dille is deemed to indemnify DF.

**General:**

**No Partnership or Joint Venture:** Nothing contained herein shall constitute a partnership, joint venture, agency or employer-employee relationship or guarantee of future employment between the parties hereto.

**Third Party Agreement:** Subject to this Agreement's terms, DF may engage a third-party manufacturer/publisher for any aspect of production, without limits, including the creation of trade paperbacks, mass market paperbacks and hardcovers; provided that all such services shall be performed in accordance with the Ownership provisions set forth above.

**Confidentiality:** Each party undertakes to keep all matters contained herein confidential (i.e., shall be subject to at least the same level of protection as each party accords its own confidential, and in no event less than a reasonable level of protection from disclosure to third parties); provided, that each party may disclose information relating to this Agreement as part of its normal reporting or review procedure to its partners, its auditors, its attorneys and/or its agents acting in their capacity as such; provided, however, that such parent company, partners, auditors, attorneys and/or agents agree to be bound by the provisions of this Paragraph.

**Press Releases:** All press releases and/or other public dissemination relating to the existence of this Agreement and/or any particulars relating hereto shall be subject to the mutual approval of DF and Dille.

**No Assignment:** This Agreement and the rights and obligations of DF hereunder shall not be subcontracted, assigned or transferred by DF, in whole or in part without Dille's written consent unless expressly permitted herein.

**Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving any weight to the Conflicts of Laws provisions thereof. Venue for any proceedings brought under this Agreement shall be a State or Federal court in Los Angeles County, California.

**Consent to Breach Not Waiver:** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by either party to, or waiver of, a breach by the other party

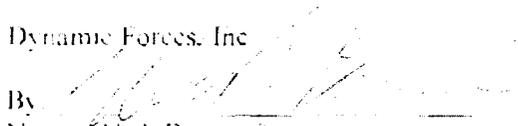
Force Majeure: Neither party will be liable to the other for delays in the performance of this Agreement if the delay is caused by strike, riots, wars, government regulations, acts of God, fire, flood, or other causes beyond such party's control (each a "Force Majeure Event"), provided such delayed performance shall only be excused for a period of time equal to the duration of the Force Majeure Event

Notices: All notices or other communications to be given hereunder shall be delivered to the receiving party's address as first set forth above, and shall be deemed validly given or made as of the second business day after mailing if mailed by certified mail, return receipt requested, postage prepaid, addressed to the party at the address given below (or such other addresses as the parties may designate in writing from time to time).

Entire Agreement: This Agreement constitutes the complete and exclusive statement of the agreement between the parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto

The preceding terms are accepted and agreed to by

Dynamic Forces, Inc

By   
Name: Nick Barucci

Its: President

Date: 6 . 14 . 2007

The Dille Estate

By   
Name: Virginia N. Dille

Date: 6 . 14 . 2007

November 17, 2010

Gil Gerard  
1109 S. Park St., Suite 504-523  
Carrollton, GA 30117

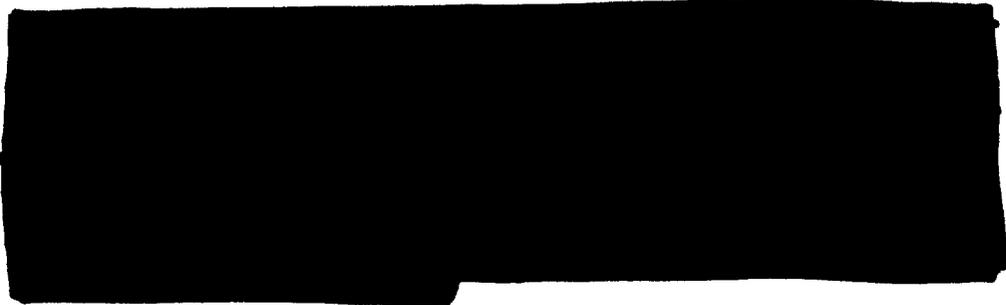
**RE: GIL GERARD - BUCK ROGERS (LICENSING & MERCHANDISING)**

Dear Gil,

As we discussed, below is the memorandum of understanding memorializing the agreement between Gil Gerard and The Dille Family Trust for the use of your image. We agree as follows:

1. You, Gil Gerard desire to have The Dille Family Trust (DFT) use reasonable efforts to identify licensing, merchandising and promotional opportunities including commercial advertising & product endorsements on a exclusive basis for your name, image and likeness, in connection with the 1979-1981 television series 'Buck Rogers in the 25<sup>th</sup> Century'.

2. The term of this Agreement shall commence on the date hereof and shall be perpetual, subject to the provisions of this Agreement.

3. 

4. This Agreement is assignable by the DFT to any successor which acquires trademarks and copyrights to the property. This Agreement shall be assignable by Gil Gerard to any entity controlled by Gil Gerard, and inure to the benefit of and be binding upon his personal successors, legal representative, immediate heirs and assigns.

5. The above constitutes a binding memorandum of agreement unless and until a more formal agreement is executed.

It is understood that any other use of Gil Gerard's name or image or likeness unrelated to Buck Rogers in the 25<sup>th</sup> Century is expressly reserved to Gil Gerard.

ACCEPTED AND AGREED TO:

Very truly yours,

  
Gil Gerard  
DATE 12/08/10

  
THE DILLE FAMILY TRUST  
Arthur Martin, Trustee  
DATE 1/10/11

THE DILLE FAMILY TRUST • c/o Jenner & Block LLP • 353 N. Clark St., Chicago, IL 60654-3456



## SHORT FORM LICENSE AGREEMENT

Date: As of 10/25/07

Reference No: BR-LW-01

1. **LICENSOR:**

Dille Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC Attn: Leslie Levine  
6024 Cahill Ave  
Tarzana, CA 91356  
Phn: 310-29-1421  
Fax: 818-344-1228  
Email: [lesliemlevine@gmail.com](mailto:lesliemlevine@gmail.com)

**LICENSEE:**

Go Hero LLC Attn: Steve Forde  
PO Box 722  
331 Leconey Ave.  
Palmyra, NJ 08065  
Phn: 856-303-9493  
Fax: 856-303-1014  
Email: [sforde@gohero.com](mailto:sforde@gohero.com)

2. **Grant of Rights/Reserved Rights:** Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

3. **Property:** The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such Property or new audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

4. **Licensed Articles:**

Product 1. A non-articulated 2" metal representation of Buck Rogers produced as a limited production with no more than 10,000 units produced. [REDACTED] Such item is to be sold in tandem with the following: A replica of the original Daisy Manufacturing Company (patented 2,077,763 on April 20<sup>th</sup>, 1937) Buck Rogers Atomic Disintegrator, invented by Charles F. Lefever. Although intended to graphically replicate the original gun, this will not dispense projectiles. Function is limited to popping sound and will spark, however, will be replicated in a way to ensure no physical damage to person or property due to such visual spark. Such gun will not be battery powered or electric powered by any means. The flint friction mechanism shall in no way be removable, ingested nor cause body or property damage if touched. Friction and spark takes place inside chamber of replica gun or will be manufactured instead with LED. Coloration of gun must follow all present bright color specific standards as set as not to confuse law enforcement that this indeed is a toy gun. Item is to be sold and marketed as a limited edition collectible and not a toy. Packaging will clearly reflect this intent as well as a "16+" age grade, sold in a cigar box like package with velvet interior. Refer to 21 page attachment.

Product 2. An articulated 1:6 scale 12" collectible figurine of Buck Rogers. Body - Articulation will be approximately 25 - 40 points. Said figure will come with removable cloth shirt and pants with leather or vinyl materials for the vest, and helmet. (Removed "gloves" as they may be vinyl accessories) Item is to be packaged with Accessories made of plastic (soft vinyl) and/or soft metals. The same gun as above will be scaled down as an accessory. Item will be packaged as a collectible and come with a full-color, book style box with die cut rocket window. [REDACTED] and will be age graded appropriately for a collectible, not as a toy. A limited number of figurines, anticipated to be not fewer than 2,500 nor greater than 10,000, will be produced and each will be numbered via a custom die cut box label.

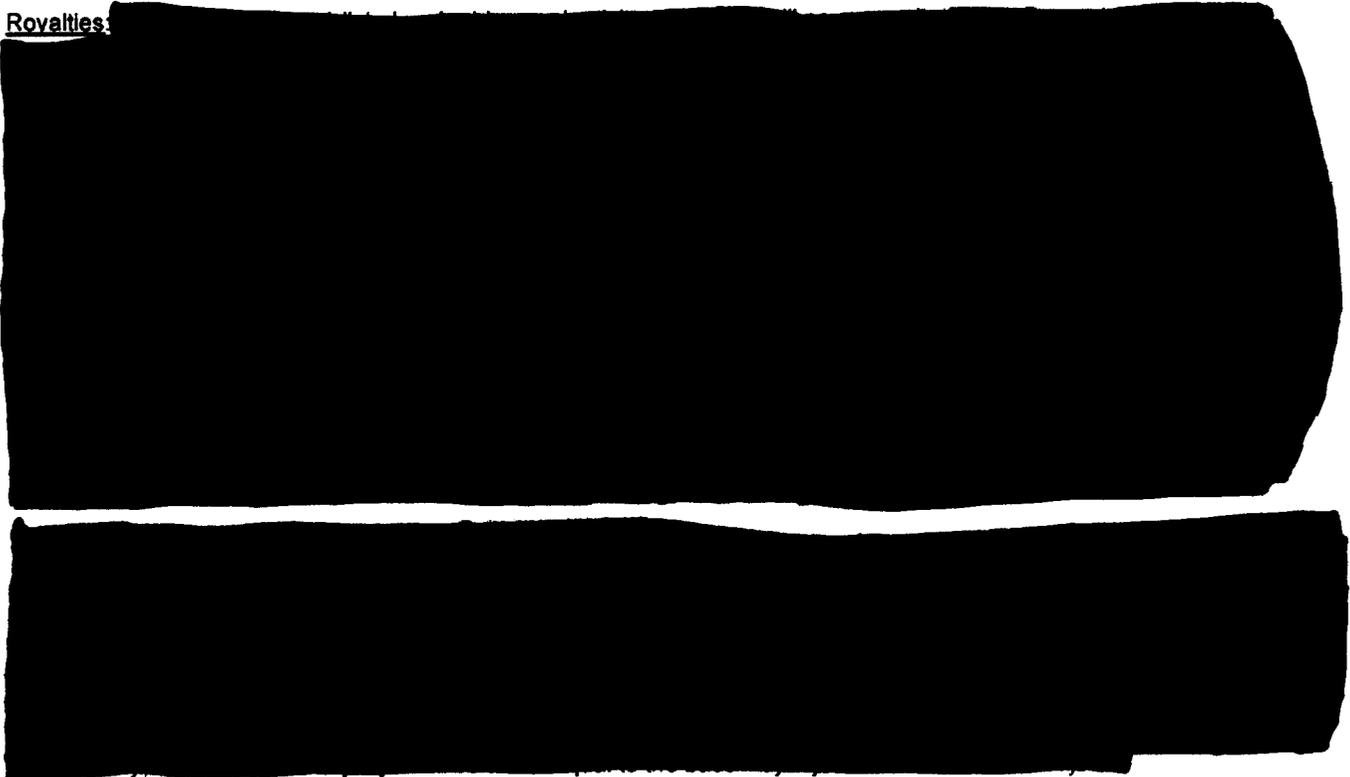
5. **Term:** October 1, 2007 through December 31, 2010.

6. **Territory:** United States.

7. **Advance/Guaranteed Royalties:** [REDACTED]

The Advance is non-refundable and non-returnable but is recoupable against Royalties.

8. Royalties:



9. Marketing Date: In order to achieve the best marketing of the Licensed Articles, Licensee agrees that it shall begin marketing in the Channels of Distribution no later than the July, 2008 San Diego Comic-Con. First offered to the retail trade for purchase at Toy Fair, February 2008 and available in wide release by September 2008.

10. Channels of Distribution: Licensee's direct sales to the collectible market, ie: DKE Toys and Diamond Distribution, Sideshow Collectables, Master replicas and such other Licensee wholesale distribution channels. Any sales outside Territory shall be approved on a case by case basis and limited to premium collectible boutiques. No sales shall be made into the mass market or mass toy accounts such as Toys 'R Us.

11. Insurance & Indemnity:

(a) Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$5,000,000 for bodily injuries and \$1,000,000 for property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licenser shall be an additional named insured under such product liability policy or policies. Licensee shall provide Licenser with a Certificate of Insurance, which shall provide that the insurance may not be canceled or not renewed except under 30 days written notice to Licenser. Such certificate shall be provided within 30 days of execution. Licensee shall promptly replace and policies which have been canceled or not renewed. This may be excessive as this is an adult collectible, the burden is not as high as they would be if this was a children's product.

(b). Licensee warrants and will provide verification of the rights granted by Daisy Manufacturing Company to reproduce the Licensed Article and Licensee will adhere to all requirements of such grants ensuring that those grants in no way conflict with those granted herein. Any rights regarding patents, original inventor or such inventor's heirs, etc. must be the full burden and responsibility of Daisy Manufacturing Company Daisy Museum and Licensee. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor

(c). Licensee warrants and represents that the replica gun complies with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities.

(d) Licensee will indemnify Licenser, its agents, officers, directors, successors and assigns, and save and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including attorneys' fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend

same. This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts, artwork, preproduction prototypes, final product, packaging and the layout, design, factual accuracy and overall content of Licensee's marketing, advertising and publicity material in any and all media. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed as unlicensed and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.
13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one video cassette DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article
14. **Legal Notice:** All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):

**Buck Rogers © and © Dille Family Trust. Licensed by Licensing Works, LLC. All Rights Reserved.** WILL THIS ALSO CARRY ANYTHING RELATIVE TO DAISY MUSEUM IN THIS LINE? Yes... There will be some notation of Daisy in the fine print

15. **Accounting/Auditing Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months to commence an audit of the books and records of Licensee relating to the Licensed Articles and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.

Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of thirty (30) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "dump" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensee's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.). Does this mean you are asking to own, as cost, the new molds and prototypes that I am having made?

16. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereto acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.
17. **Breach, Default & Remedies:** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate this Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all audit fees due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
18. **Method of Payment:** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the Dille Trust c/o

and made out to Licensing Works, LLC at the address on page one herein.

- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

AGREED AND ACCEPTED:  
Dillie Family Trust and Ground Zero Productions  
c/o Licensing Works, LLC

AGREED AND ACCEPTED:  
Go Hero LLC  
c/o Steve Forde

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT**

Agreement by and between HERMAN AND GEER COMMUNICATIONS, INC., d/b/a HERMES PRESS, hereinafter referred to as "HERMES PRESS" and THE DILLE FAMILY TRUST, hereinafter referred to as "THE DILLE TRUST," WHEREAS, the parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire English Language newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967, in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip.

WHEREAS, Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust will assist Hermes Press where possible in securing material for the reprints.

WHEREAS, Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book;

WHEREAS, The Dille Trust shall warrant and guarantee that they own the intellectual property for Buck Rogers in the 25<sup>th</sup> Century to the extent that such rights are not in the public domain;

WHEREAS, this agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>th</sup> Century and all related intellectual property;

WHEREAS, The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years;

WHEREAS, 

AND NOW, WHEREFORE, in consideration of the mutual agreements and covenants set forth hereinabove, the parties agreeing to be legally bound agree to the following:

1. The parties are desirous of entering into an agreement where The Dille Trust, its successors and assigns in interest, shall grant Hermes Press a non-exclusive license to publish the entire newspaper strip run of Buck Rogers in the 25<sup>th</sup> Century, running from January 7, 1929 to 1967 in North America, Europe, and the United Kingdom. This includes the daily "continuity" as well as the "Sunday" strip;
2. Hermes Press shall republish the complete Buck Rogers dailies and Sunday Comic strips in a series of large format books. The Dille Trust shall assist and cooperate with Hermes Press where possible in securing and making available material for the reprints;
3. Hermes Press shall design the aforesaid book and market it through its distributors and shall provide design and all other services to create and finalize the aforesaid book; the design of the books, including cover art, and the marketing campaign created by Hermes Press will be subject to

the prior written approval of the Dille Trust. This approval shall not interfere with the production schedule of the books. The approval process shall not take more than seven (7) business days, however, can be extended by mutual agreement between the parties. The copyrights of such newly created works become the property of the Dille Family Trust. All art and design created shall be copyrighted in the name of the Dille Family Trust

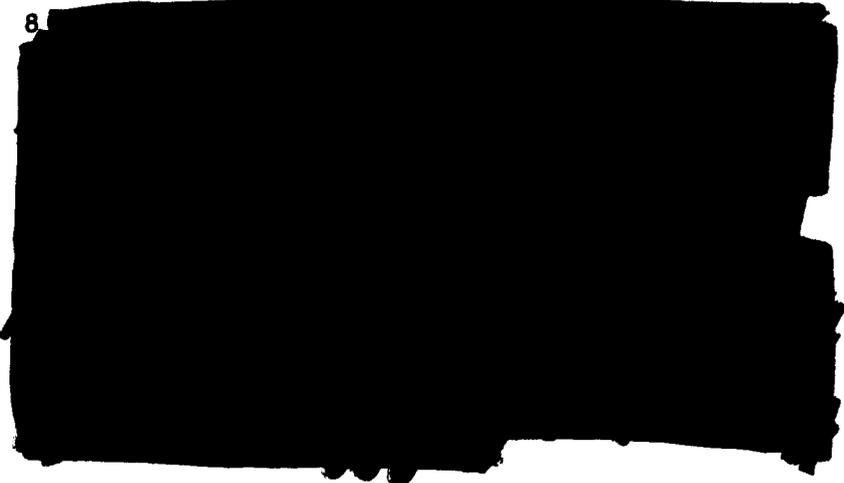
4. The Dille Trust warrants and guarantees that they own the intellectual property for Buck Rogers in the 25<sup>m</sup> Century required for the exercise of the rights granted hereunder;

5. This agreement acknowledges that The Dille Trust and its successors and assigns are the sole owners of Buck Rogers in the 25<sup>m</sup> Century and all related intellectual property to the extent not in the public domain;

6. The term of this Agreement shall be the period of time commencing upon the signing of this document by The Dille Trust, and shall continue for five (5) years; the first book hereunder shall be published and released in commercial quantities no later than December 1, 2008, failing which this license shall terminate, however, if due to unanticipated difficulties the first book is not published within the aforementioned time frame the parties can mutually agree in writing to extend this deadline under reasonable circumstances; Subsequent volumes shall come in an orderly fashion not more than six (6) months apart. The print runs shall be determined by the direct market order and shall be increased to anticipate demand in the book market;

7. Hermes Press shall have the license, pursuant to this agreement, to publish in large format book form the strips in book form for the term specified in paragraph 6 and distribute them solely by way of sales of the books in the book trade and comic book direct market, and shall have the right of first refusal to reprint the books if necessary during the term of this Agreement; all rights not expressly licensed hereunder are reserved by the Dille Trust; the copyrights, trademarks and other intellectual property rights in and to the Buck Rogers property and all elements thereof are, as between the Dille Trust and Hermes Press, reserved by the Dille Trust, subject to the rights expressly licensed hereunder, and all uses thereof by Hermes Press will inure to the benefit of the Dille Trust.

8.



9. This agreement constitutes a license permitting Hermes Press to publish

the material described in paragraph 1 above associated with Buck Rogers in the 25<sup>th</sup> Century;

10. None of the rights licensed hereunder may be assigned or sublicensed by Hermes Press without the prior written approval of the Dille Trust. This agreement constitutes the entire agreement between the parties and can only be changed or modified in writing, said writing to be executed between the parties;

11. In case there is any dispute between the parties, the law of the forum which shall be controlling shall be the laws of the State of California;

12. Any disputes between the parties shall be resolved by Arbitration, pursuant to the Rules of the American Arbitration Association in the State of California;

13. In case of a dispute, a written demand for arbitration shall be made. If a written request relative to a dispute is made, the complaining party shall appoint an arbitrator, the adverse party shall appoint an arbitrator, and the two arbitrators, within thirty (30) days of their appointment shall appoint a neutral arbitrator. These three arbitrators will then hear any disputes between the parties. Any disputes between the parties shall be settled pursuant to the American Arbitration Association Rules and any decision made by the arbitrators shall be binding. Each party shall be responsible for the cost of its arbitrator and the parties shall share the costs of the neutral. The sole purpose for arbitration shall be a dispute with regards to the instant agreement and shall not in any way, shape, or form be to question the trademark or copyright rights of the Dille Trust;

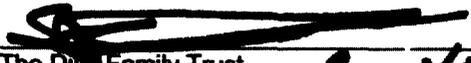
14. Hermes Press shall supply the designated representative of the Dille Trust with a minimum of twenty-five (25) copies of each book issued and shall sell to the agents, servants, and representatives of the Dille Trust copies of the book at distributors wholesale (the actual wholesale rather than the vendor wholesale price).

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16 day of March, 2008.

WITNESS

Herman and Geer Communications,  
d/b/a Hermes Press

WITNESS:

  
The Dille Family Trust For Virginia Dille

Witnessed by Teresa Dille



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 9/01/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Intrada, Inc.
Company address:	6200 Antioch St. Suite 101 Oakland, CA 94611
Email:	roger.feigelson@intrada.com
Telephone:	510-338-0310
Facsimile:	510-338-0311
URL:	http://www.intrada.com
Licensee contact for contract matters:	<b>Attn: Roger Feigelson, VP – Product Development &amp; Marketing</b> – PH: 650-506-4798 roger.feigelson@intrada.com
Licensee contact for marketing matters:	<b>Attn: Roger Feigelson</b> - roger.feigelson@intrada.com
Licensee contact for payment matters:	<b>Attn: Roger Feigelson</b> - roger.feigelson@intrada.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Series of original music soundtracks on CD from the classic 1979 TV Series 'Buck Rogers in the 25 <sup>th</sup> Century' starring Gil Gerard. Anticipated to be a series of five volumes on 10 CD's, MSRP [REDACTED]
Exclusions:	<b>Use of Erin Gray's Name &amp; Likeness from the TV series is excluded.</b>
Channels of Distribution:	Product is sold through music retail stores, internet, wholesale distributors, wholesalers websites, and direct to consumers through Licensees website: <a href="http://www.shop.intrada.com">http://www.shop.intrada.com</a> . Licensee to cover the cost of all returns.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014. Coterminous with Intrada's licensing agreement with Universal.

Sell-off period	Twelve Months as per Intrada/Universal agreement.		
Territory/ies:	Worldwide		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, electronic press releases, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Licensee to send promo copies to reviewers and soundtrack radio programs for promotional purposes.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
March 1, 2012	Music Soundtrack CD's	February 1, 2012	June 1, 2012
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works! ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Twenty Five (25) Samples per SKU each for the Dille Family Trust, Gil Gerard and Erin Gray respectively with two additional samples per SKU to Licensingworks.		

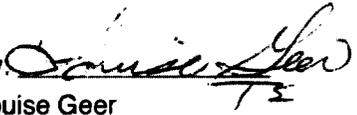
	<p>use. Passive royalty to Gil Gerard will be administered and remitted by The Dille Family Trust, not by Licensing Works. For clarity, Licensing Works!® is not involved in the administration of such passive royalty payments.</p> <p>Intrada acknowledges that it is responsible for any additional rights clearances and/or royalties owed to third parties (ie Composer(s), Universal, etc..) including reporting and remitting payment. Such third party royalty payments shall not diminish the exclusive royalty payment(s) to the Dille Family Trust mentioned above.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Intrada, Inc. - LICENSEE**

By:   
 Louise Geer  
 It's: Trustee

By: \_\_\_\_\_  
 It's:

Date: Oct 5, 2011

Date: \_\_\_\_\_



THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE

RESCINDE  
 11/3/11

Date: 9/19/11

<b>LICENSEE DETAILS</b>	
Licensee name:	Killer Tees
Company address:	1695 East 21 <sup>st</sup> Street - 9F Brooklyn, NY 11210
Email:	Killertees100@yahoo.com
Telephone:	(917) 622-4450
URL:	www.killerteesnyc.com
Licensee contact for contract matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for marketing matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
Licensee contact for payment matters:	Rachael Pinker (917) 622-4450 - killertees100@yahoo.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Men's and Women's T-shirts, Hoodies, Thermal Long Sleeve T-shirts
Exclusions:	None
Channels of distribution:	Specialty Stores/Independent, Chain Stores, Department Stores, Mid Tier, Internet, Retail Stores wholesale distributors, wholesalers websites, and directly to consumers through Licensees website: www.killerteesnyc.com
<b>LICENSE DETAILS</b>	
Term	9/19/2011-12/31/13
Sell-off period	Three (3) Months
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.
Language(s):	English

<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):  [REDACTED]			
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, social networking sites (ie facebook), various online forums, catalog/brochures, sell-sheets, magazine advertisements (budgets permitting), Licensees email list as well as publicity/reviews.		
Release date: January 2012	Product	Release date:	
	T-shirts/Hoodies	January 2012	
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	24 Samples of each design		
Special Conditions	[REDACTED]		

<p><b>Approvals</b></p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

<p>Accepted by:  <b>The Dille Family Trust</b>  <b>- LICENSOR</b></p> <p>By: _____</p> <p>Its:</p> <p>Date: _____</p>	<p>Accepted by:  <b>Licensing Works, LLC</b>  <b>- AGENT</b></p> <p>By: _____  <b>Leslie Levine</b></p> <p>Its:</p> <p>Date: _____</p>
<p>Accepted by:  <b>Killer Tees</b>  <b>- LICENSEE</b></p> <p>By: _____  <b>Rachael Pinker</b></p> <p>Its:</p> <p>Date: _____</p>	

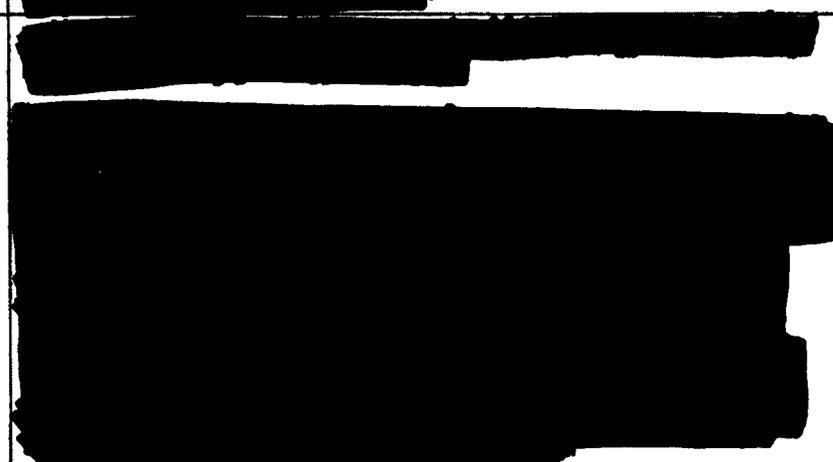


**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 9/13/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE ARTIST DETAILS</b>	
Licensee Artist name:	Mulligan Pictorial
Company address:	2902 Mainway Drive Rossmore, CA 90720
URL:	http://www.mulliganpictorial.com
Telephone:	949-475-7415 949-500-3578 Cell
Fax:	N/A
Licensee Artist contact for contract matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
Licensee Artist contact for marketing matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
Licensee Artist contact for payment matters:	Attn: James Mulligan – mulliganpictorial@yahoo.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee Artist a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the characters, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee Artist hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any feature film based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	An original series of six (6) limited edition fine art prints in serigraph, lithograph, poster and/or giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.

	<p>SERIGRAPHS are numbered limited edition or open edition prints based on an original painting using hand-drawn positives produced for each color in the original painting.</p> <p>GICLEE are high resolution digital reproductions where the ink is absorbed into canvas or paper giving a one-dimensional appearance. Artist Licensee may "hand-enhance" the art by adding paint to the canvas or paper. They are of such high-resolution that they are virtually continuous tone, rather than tiny dots. The range of color for giclees is far beyond that of lithography, and details are crisper so that they look almost identical to the original piece of art.</p> <p>LITHOGRAPHS OR POSTERS are defined color reproductions made from a photograph on an offset printing press. The paper used is high quality poster stock. Posters are smaller in size and of lower weight/point-size of paper stock than limited edition serigraphs and plate-signed serigraphs.</p>
Exclusions:	Not Applicable
Channels of distribution:	Through fine art galleries and directly to consumers through Licensee Artist's website: ( <a href="http://www.mulliganfictional.com">http://www.mulliganfictional.com</a> ). Licensee Artist does not accept returns of any kind.
<b>LICENSE DETAILS</b>	
Term	Two (2) years from 9/15/2010 - 9/14/2012.
Sell-off period	Four (4) Months
Territory/ies:	U.S. and Canada; Worldwide for internet sales.
Language(s):	English
<b>PAYMENT DETAILS</b>	
Advance	
Royalty rate:	
Minimum Guarantee (payable including the Advance):	Licensee Artist to provide Licensor with all original art pieces created by Licensee Artist under the terms of this agreement. Ownership of the original art and all related copyrights shall be the property of The Dille Family Trust.

<b>Gallery Commissions:</b>	<p>Licensee Artist may non-exclusively appoint third party Galleries to sell or otherwise make available for sale to the public, the Licensee Artist's Artworks on consignment. Artworks sold on consignment through Galleries shall be listed on an Inventory Sheet for each individual Gallery. Each Gallery shall sell the Artworks only at the Retail Price specified on the Inventory Sheet.</p> <p>Each Gallery's commission shall not exceed fifty (50) percent of the Retail Price of the Artwork. Any change in the Retail Price or in the Gallery's commission must be agreed to in advance and pre-approved in writing by the Licensor, Licensee Artist and the Gallery. Licensee Artist shall use best efforts to obtain a quarterly statement of accounts for all sales of the Artworks by Third Party Galleries and provide such statement to Licensor with the payment of all commissions due. Likewise, Licensee Artist shall provide to Licensor Quarterly Royalty Statements listing all sales by Licensee Artist and Third Party Galleries, including itemized deductions for all commissions. Licensee Artist shall use best efforts to secure the right to inventory the Licensed Artworks in Third Party Galleries and to inspect any books and records pertaining to sales of the Artworks and shall exercise such right upon the request of Licensor.</p>
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**MARKETING & RELEASE COMMITMENT DETAILS**

Minimum marketing commitment:	New product introductions on Licensee Artist's webpage, third party gallery webpages, Licensee Artist's and third party retailer catalog/brochures, gallery events, trade shows as well as publicity/reviews. All advertising, marketing and promotions by third party galleries must be approved by Licensor.		
Release date:  November 1, 2010	Product	Earliest Release Date	Latest Release Date
	Original Fine Art Prints	10/15/2010	On or before 12/31/2010

**LEGAL NOTICE**

All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®

**METHOD OF PAYMENT**

In such event, all monies payable under this Deal Memo shall be in U.S. dollars and shall be sent

<i>If via wire transfer to:</i>	<i>If by mail to AGENT:</i>

**OTHER DETAILS**

Samples of the final Licensed Articles	One (1) '8.5 x 11 Mini Proof' and One (1) '16x20 Fine Art Print' Samples per SKU. Fine art prints are not printed until Licensee Artist receives orders.
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Approvals	For the avoidance of doubt, Licensee Artist acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee Artist, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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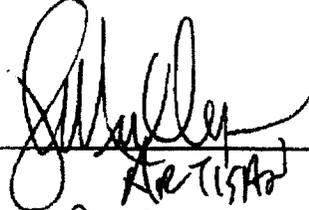
The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

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Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

Accepted by:  
**Mulligan Pictorial**

By:  \_\_\_\_\_  
Its: **FRONT DILLO**  
Date: **9/15/10** \_\_\_\_\_

By:  \_\_\_\_\_  
Its: **Artist**  
Date: **9-15-10** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

RETRO ALSO GO

SHORT FORM LICENSE AGREEMENT

Date: As of 10/05/09 Reference No: GR-GH-01

1 LICENSOR
Dale Fantasy Trust and Ground Zero Productions
9990 Culver Blvd, Suite 203
Culver City, Ca 90232
Email: info@groundzero.com
Phn: (310) 266-8600

LICENSEE:
Retro-go-go! Studios
At: Kirsten Pasiecz
6845 Scholer Drive
Pinckney, MI 48169
Website: www.r-go-go.com
Phn: (734) 470-0300

2 Grant of Rights/Reserved Rights: Licensor grants to Licensee a non-exclusive license to the "Property" for the manufacture, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this agreement (the "Agreement"). All rights not specifically granted herein are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.

Property: The term "Property" means the approved name and likeness of the character "Buck Rogers" as depicted in the original comic strip and comic books entitled "Buck Rogers." The term "Property" expressly excludes all and any matters and materials which are part of, derive from, are based on and/or associated with any and all other works, including, without limitation, all such Property or other audio visual productions (animated or live-action) released to the public as of or after the date hereof. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any future entertainment based on the Property.

Licensed Articles:

- Product 1: Belts and Buckles. Era 1 Style, Boutique Quality, 3 - 5 Designs. Utilize artwork from the original comic strip. The style of these buckles is like a framed picture, coated with clear resin (giving the image a glass-like finish).
Product 2: Large and Small Card Cases. Era 1 Style, Boutique Quality, 3 - 5 Designs. Durable stainless steel snap-close case with art on the front. Used to carry credit cards, drivers license and cash, coated with clear resin (giving the image a glass-like finish).
Product 3: Picture Frames. Era 1 Style, Boutique Quality, 3 - 5 Designs
Product 4: Embroidered Patches. Era 1 Style, Boutique Quality, 3 - 5 Designs

5 Term: November 4, 2008 through December 31, 2010

6 Territory: World.

7 Advance/Guaranteed Royalties: In consideration for the rights granted herein, the Licensee shall pay to Licensor \$500 promptly upon execution of the Agreement (the "Advance").

The Advance is non-refundable and non-returned but is recoupable against Royalties

8 [Redacted signature area]

The Agreement is binding only if each page is initialed or stamped by authorized signatures of Licensor and Licensee

Rp 10/19/09

9. **Marketing Date:** In order to achieve the best marketing of the Licensed Articles, Licensee agrees that, subject to timely approvals by Licensor, avoidance of manufacturing difficulties and force majeure events, it shall endeavor to begin soft marketing in the Channels of Distribution no later than the March, 2009, with a commitment to full retail July 2009

10. **Channels of Distribution:** Licensee's direct sales to the boutique fashion market, trade shows, gift shops, designer stores, and via website.

11. **Insurance & Indemnity:**

(a) Licensee warrants and represents that the products comply with all present day city, state and federal laws and where necessary will secure such additional clearance and authorization to manufacture from such authorities. Licensed Articles will be manufactured under legal, safe and humane working conditions and without the use of child labor or involuntary labor

(b) Licensee will indemnify Licensor, its agents, officers, directors, successors and assigns, and save and hold each and all of them, harmless of any from any and all loss, cost, damage, liability and expense, including reasonable attorneys' fees, arising out of or from any claim whatsoever, made by others and based upon the Licensed Articles or Licensee's use of the Property, provided only that Licensee is given prompt written notice of such claim and afforded an appropriate opportunity to defend same. This paragraph shall survive the expiration or earlier termination of this Agreement.

12. **Approvals:** Licensee must obtain Licensor's prior written approval of product concepts and artwork (each of which Licensor hereby acknowledges are approved), preproduction prototypes, final product, packaging and the layout, design, factual accuracy and overall content of Licensor's marketing, advertising and publicity material in any and all media (individually and collectively, "Production Materials"), such approvals not to be unreasonably withheld. Licensee acknowledges that no article may be produced, manufactured, published and/or distributed without Licensor's prior written approval. Any such article not approved, will be deemed as unlicensed and will cause immediate termination of this Agreement at Licensor's election. Any materials, other than style guides, supplied to Licensee by Licensor will be purchased at Licensor's invoiced cost.

13. **Samples:** Upon commencement of distribution of any Licensed Article, Licensee agrees to furnish to Licensor (i) 12 samples of each Licensed Article (including containers, tags, labels and packaging) (ii) 5 samples of all advertising, promotional and display material using the Property, and (iii) one DVD of any film or video advertising material. If Licensor requests additional samples, Licensee agrees to provide same at Licensee's manufacturing costs. All Licensed Articles manufactured and sold by Licensee will conform to the quality standards of the sample goods. For each year during the term after the first year in which additional Licensed Articles are manufactured, Licensee will provide three samples of each Licensed Article.

14. **Legal Notice:** All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor-approved copyright and trademark notice (or such other notice as provided by Licensor):

Buck Rogers © and © Dille Family Trust. All Rights Reserved.

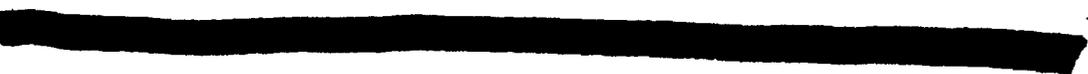
15. **Accounting/Auditing Rights:** Licensee shall render quarterly accounting statements setting forth sales in each individual territory to Licensor within thirty (30) days following the end of each calendar quarter. All such reports shall be accompanied by payment or any amounts due and owing Licensor as of the date of such reports. Licensor shall have up to thirty-six (36) months following the delivery of any such statement to commence an audit of the books and records of Licensee relating to such statement and, if, as a result of an examination, it is determined that the Royalties are under reported in excess of five percent (5%) of the total dollar amount set forth on the statement for that period, then Licensee will pay for the cost of the audit.

Upon expiration of this Agreement only and provided that Licensee has otherwise fully complied with the terms of this Agreement, Licensee shall have the right for a limited period of ninety (90) days from such date, to sell off its remaining inventory of Licensed Articles. Licensee shall furnish to Licensor statements covering such shipments and pay Royalties for such sales. Licensee agrees not to "dump" Licensed Articles during any sell off period. Any inventory of Licensed Articles remaining in Licensee's possession or control after such sell off period shall, at Licensor's option, be destroyed or purchased by Licensor at cost. In addition, Licensee shall promptly return to Licensor all artwork or other materials furnished by Licensor. Upon conclusion of this agreement, Licensor will be given 30 days to purchase artwork or other materials, directly related to the above products, created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.) for reasonable market value including related storage, shipping, and handling fees. Should Licensor choose not to purchase these materials, Licensee will hold for archival purposes. Licensee acknowledges any additional use of such materials is not granted and at no time are materials to be used in additional production, given, traded, or sold to a 3rd party without express permission from the Licensor or created by Licensee hereunder (e.g. artwork, molds, casts, dies, etc.).

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, without regard to

This Agreement is binding only if each page is initialed or stamped by authorized signatories of Licensor and Licensee.

RP 10/19/09



its conflict of laws principles. Any and all disputes between the parties that may arise pursuant to this Agreement shall be heard and determined before a federal or state court located in the city of Los Angeles, California. The parties hereto acknowledge that such court has the jurisdiction to interpret and enforce the provisions of the Agreement and the parties waive any all objections that they may have as to personal jurisdiction or venue in any of the above courts.

- 17. **Breach, Default & Remedies.** Licensee acknowledges the high reputation of Licensor and the Property and agrees that all aspects of the Licensed Articles and Licensee's performance hereunder will be consistent with such high reputation. In the event that Licensee or any officer, director or owner of licensee engages in any conduct in connection with the Licensed Articles or otherwise that reflects negatively on the reputation of Licensor or the Property, Licensor shall have the right to terminate the Agreement. Licensee shall be solely accountable for any reasonable attorneys' fees and expenses incurred by Licensor to enforce the terms and scope of this Agreement, and hereby waives any and all rights to set-off or charge against any monies due to Licensor hereunder any monies for which Licensee believes Licensor is liable to Licensee. Licensor shall have and reserves the right, upon written notice to Licensee, to terminate the licenses granted hereunder and declare all Royalties (including but not limited to Guaranteed Royalties) payable hereunder immediately due in the event of a breach or default by Licensee of any of its material obligations to Licensor, including the failure to pay any and all audit fees due under paragraph 15 above, after Licensor has provided written notice to Licensee of such breach or default, and Licensee has failed to cure such breach within ten (10) business days of such notice. In the event of termination by reason of breach or otherwise, Licensee hereby stipulates to a finding that all of the legal requirements are satisfied which are necessary for Licensee to be enjoined from any further use of the Property, and Licensee hereby consents to entry and enforcement of any orders enjoining it from any further use of the Property. Resort to any remedy referred to herein above shall not be construed as a waiver of any other rights and remedies to which Licensor is entitled under this Agreement or otherwise.
- 18. **Method of Payment.** All monies payable under this Agreement shall be in U.S. dollars and shall be sent to the DBle Trust c/o and made out to Go Hero, LLC at the address on page one herein.
- 19. **Assignment:** This Agreement may be freely assigned by Licensor, either voluntarily or by operation of law, without the prior written consent of Licensee. Licensee shall not assign this Agreement without the prior written consent of the Licensor. Any purported assignment or transfer by either party of any of its rights or obligations under this Agreement other than in accordance with the provisions of this paragraph shall be void. Subject to the provisions of this paragraph, this Agreement shall inure to the benefit of each of the parties' successors and assigns.
- 20. **Additional Terms:** Customary provisions normally included in Licensor's agreements of this type are deemed incorporated herein, including, without limitation, representations and warranties, indemnification, assignment, force majeure, etc. A long-form agreement incorporating such provisions and the provisions of the Agreement may be submitted to Licensee by Licensor, but unless and until such long-form agreement is executed by Licensee and Licensor, this Agreement shall constitute a binding agreement between the parties hereto.

AGREED AND ACCEPTED  
Dale Family Trust and Ground Zero Productions  
c/o Flint Dfile

AGREED AND ACCEPTED  
Reko-a-go-go! Studios  
c/o Kristen Pagacz

By: [Signature]  
To: Paidon  
Date: 11/05/09

By: [Signature]  
To: Rekoagogo LLC  
Date: 10/19/09

This Agreement is binding only if each page is initialed or stamped by authorized signatories of Licensor and Licensee.

KP 10/19/09

Ref No.: LW - Buck Rogers - 11-040115



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 4/15/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

LICENSEE DETAILS	
Licensee name:	Rogers Rocket Ships
Company address:	P.O. Box 184 Bow, WA 98232  16052 Tulip Lane Bow, WA 98232
Email:	info@rogersrocketships.com; jon.rogers@sbcglobal.net
Telephone:	360-766-5274 408-691-6457 Cell
Facsimile:	Not Applicable
URL:	http://www.rogersrocketships.com
Licensee contact for contract matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for marketing matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
Licensee contact for payment matters:	Attn: Jon Rogers, Owner - info@rogersrocketships.com
GRANT OF RIGHTS/RESERVED RIGHTS	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
PROPERTY DETAILS	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
PRODUCT DETAILS	
Licensed Articles:	An original series of six (6) limited edition original art prints in giclee format with similar theme to be mutually agreed upon between Licensor & Licensee Artist. After the initial series, subsequent series of six (6) shall be mutually agreed upon and may commence upon written letter of engagement between the parties. If Licensee Artist is assigned a series by Licensor (e.g. Rocket Rangers), Licensee Artist may elect to produce an additional series under the same conditions above.
Exclusions:	Not Applicable

Channels of distribution:	Product is sold through wholesale distributors, wholesalers websites, and directly to consumers at conventions & trade shows or through Licensees website: <a href="http://www.rogersrocketships.com">http://www.rogersrocketships.com</a> . Licensee to cover the cost of all returns.		
<b>LICENSE DETAILS</b>			
Term	Two (2) years from 4/15/2011 - 4/14/2013		
Sell-off period	Not applicable as goods are not inventoried and printed on demand.		
Territory/ies:	United States of America, its possessions and/or protectorates and Canada; Domestic and International online/internet sales provided that royalty reflects price sold to customer which means retail price, not wholesale price.		
Language(s):	English		
<b>PAYMENT DETAILS</b>			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum marketing commitment:	New product introductions on Licensees webpage, third party retailer/distributor webpages, conventions & trade shows, social networking sites (ie facebook), various online forums, catalog/brochures, Licensees email list as well as publicity/reviews. Announcement at Norwescon, April 21-24, 2011 in SeaTac, WA ( <a href="http://www.norwescon.org">http://www.norwescon.org</a> ) provided this binding deal memo is executed and advance received.		
Release date:	Product	Earliest Release date:	Latest Release Date
May 1, 2011	Original Art Prints	April 22, 2011	June 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©201_ (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works ®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer (only) to:	If via Direct Deposit (ACH):	If by mail or delivery to AGENT:	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	Not fewer than Three (3) Samples per SKU.		

<p>Special Conditions</p>	<p>Licensee will carry a product liability insurance policy or policies that contain a combined single limit of no less than \$1,000,000 for bodily injuries and/or property damage arising out of each occurrence, with a combined deductible of no more than \$10,000. Licensor and Agent shall be additional named insured under such product liability policy or policies. Licensee will provide Licensor with the declaration page of such insurance policy.</p> <p>Licensor retroactively grants Licensee a license to use the property in his 2001 book, "Spaceship Handbook: Rocket and Spacecraft Designs of the 20<sup>th</sup> Century - Fictional, Factual and Fantasy" and for the precision design drawings contained within the chapters "Satellite - A scientific Spaceship in Buck Rogers"; "Spider Ship - A Fantasy spaceship from Buck Rogers". "E.S.S. Pioneer - Buck Rogers Spaceships become Streamlined" and "Space Battle Cruiser - The Golden Age of Spaceships arrives". During the Term, Licensee may continue to sell his Spaceship Handbook and precision drawings, provided that Licensee pays Licensor the royalty rate stated above for all sales; book royalty to be prorated for percentage of property use. Licensee agrees not to sell the precision drawings after the term. Should the out of print Spaceship Handbook be republished after the term, Licensee agrees to secure the written consent of Licensor or omit the precision drawings based on the property.</p>
<p>Approvals</p>	<p>For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.</p>

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Rogers Rocket Ships - LICENSEE**

By: \_\_\_\_\_

By: Jon Rogers

It's: \_\_\_\_\_

It's: \_\_\_\_\_

Date: \_\_\_\_\_

Date: April 19 2011



**THE DILLE FAMILY TRUST ("LICENSOR")  
 BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
 DEAL MEMO for PRODUCT LICENSE**

Date: 9/02/2011

Agent Contact: Scott Cherrin, Leslie Levine & Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	Silk Pearce
Company address:	57 Priory Street Colchester Essex CO12QE United Kingdom
Email:	jack@silkpearce.com
Telephone:	+44 (0)1206 871001
Facsimile:	+44 (0)1206 871002
URL:	http://www.silkpearce.com
Licensee contact for contract matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for marketing matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
Licensee contact for payment matters:	<b>Attn: Jack Pearce</b> - jack@silkpearce.com
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
<p>Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.</p>	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Brochure of approx. 16 pages, approx. A5 paper size for Italian paper company client Favini printed on their color papers showcasing Favini papers for graphic designers containing four images from Buck Rogers comic strips. Limited to a print-run of 10,000 brochures.
Exclusions:	Not Applicable
Channels of Distribution:	Product is mailed to graphic designers, upon request from <a href="http://www.favini.com">www.favini.com</a> as well as at trade shows and exhibitions free of charge.
<b>LICENSE DETAILS</b>	
Term	Three (3) years from 9/1/2011 – 8/31/2014 or until Favini distributes 10,000 brochures, whichever occurs first.

Sell-off period	None		
Territory/ies:	Europe		
Language(s):	English & Italian		
<b>PAYMENT DETAILS</b>			
Advance(s)	[REDACTED]		
Royalty Rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
<b>MARKETING &amp; RELEASE COMMITMENT DETAILS</b>			
Minimum Marketing Commitment:	Photographs of brochure may be displayed on <a href="http://www.Favini.com">www.Favini.com</a> , but brochure will not be available for download, until the end of the term or Favini distributes 10,000 brochures, whichever occurs first.		
Release date:	Product:	Earliest Release date:	Latest Release Date:
October 1, 2011	Paper Company Brochure	September 15, 2011	December 1, 2011
<b>LEGAL NOTICE</b>			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Rogers® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright ©2011 The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
<b>METHOD OF PAYMENT</b>			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
<i>If via wire transfer (only) to:</i>	<i>If via Direct Deposit (ACH):</i>	<i>If by mail or delivery to AGENT:</i>	
[REDACTED]	[REDACTED]	[REDACTED]	
<b>OTHER DETAILS</b>			
Samples of the final Licensed Articles	<b>Not fewer than Twenty Five (25) samples or one case, whichever is greater.</b>		
Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles produced during the term and all materials related to these Licensed Articles, including any advertising, at every stage of development. All newly produced Artworks signed and identified as created by Licensee and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.		

The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust – LICENSOR**  
**Licensing Works, LLC – Agent**

Accepted by:  
**Silk Pearce - LICENSEE**

By: *Louise Geer* \_\_\_\_\_

Louise Geer

It's: Trustee

Date: *Sept 8, 2011* \_\_\_\_\_

By: \_\_\_\_\_

It's:

Date: \_\_\_\_\_



**THE DILLE FAMILY TRUST ("LICENSOR")  
BY LICENSING WORKS ITS EXCLUSIVE AGENT ("AGENT")  
DEAL MEMO for PRODUCT LICENSE**

Date: 8/12/2010

Agent Contact: Scott Cherrin, Leslie Levine &amp; Jane McGregor

<b>LICENSEE DETAILS</b>	
Licensee name:	SquidJuice.
Company address:	SquidJuice 10 Gulliver Place Conifer Grove Auckland, New Zealand 2112
Email:	<a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a>
Telephone:	011-64-9-299-1844
Facsimile:	011-64-9-267-7122
URL:	<a href="http://www.squidjuice.net">http://www.squidjuice.net</a>
Licensee contact for contract matters:	<b>Attn: Clint Pearce, Company Director</b> - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a>
Licensee contact for marketing matters:	<b>Attn: Robert Barnes, Lead Artist/Company Director</b> - <a href="mailto:robthesinger@gmail.com">robthesinger@gmail.com</a>
Licensee contact for payment matters:	<b>Attn: Clint Pearce, Company Director</b> - <a href="mailto:clint.pearce@gmail.com">clint.pearce@gmail.com</a>
<b>GRANT OF RIGHTS/RESERVED RIGHTS</b>	
Licensor grants to Licensee a non-exclusive license to the "Property" for the production, distribution and sale of the "Licensed Articles" throughout the "Territory" during the "Term", as provided in this Deal Memo (the "Deal Memo"). All rights not specifically granted are reserved, including without limitation, premium, promotional, and commercial tie-in rights. Unless otherwise stated herein, no music rights or other audio elements are granted.	
<b>PROPERTY DETAILS</b>	
Description of the Property	<p>The term "Property" means the trademarks, approved names and likenesses of the Buck Rogers characters &amp; universes, story lines, designs, visual representations, images and artwork contained in and/or with respect to the characters that are owned and or otherwise cleared and approved by Licensor.</p> <p>The term "Property" expressly excludes all and any matters and materials which are part of, evolve from, are based on and/or associated with any and all other works, including, without limitation, all such new audio visual productions (animated or live-action) released to the public as of or after the date hereof unless specified below or otherwise agreed to in writing. Licensee hereby agrees that it will use its best efforts to coordinate with Licensor to avoid conflicts with merchandising activities that may take place in connection with any audiovisual production based on the Property.</p>
<b>PRODUCT DETAILS</b>	
Licensed Articles:	Game for Apple iPhone®, iPod Touch® and iPad® (Hardware) Platforms inspired by 1930's to 1940's Buck Rogers Comic strips and toys.
Exclusions:	Not Applicable
Channels of distribution:	Product is sold/marketed exclusively through the Apple iTunes Store. Licensee to cover the cost of all development, returns, game updates, consumer complaints and customer service directed at developer, in this case Licensee.

LICENSE DETAILS			
Term	Three years and five months from 8/1/2010 - 12/31/2013 with option to renew by Licensor for an additional two year term at Licensor's sole discretion.		
Sell-off period	Not Applicable		
Territory/ies:	Worldwide		
Language(s):	English		
PAYMENT DETAILS			
Advance(s) (recoupable against royalties but not refundable)	[REDACTED]		
Royalty rate:	[REDACTED]		
Minimum Guarantee (payable including the Advance):	[REDACTED]		
MARKETING & RELEASE COMMITMENT DETAILS			
Minimum marketing commitment:	New product introductions on Licensees webpage, Apple webpages, social networking sites (ie Facebook, Twitter, You Tube), various online forums, <del>trade shows</del> , Licensees, fan email list as well as publicity/reviews.		
Release date:	Product	Earliest Release Date	Latest Release Date
October 8, 2010	Classic Buck Rogers iPhone/iPad/iPod Touch Game	October 1, 2010	On or before November 30, 2010
LEGAL NOTICE			
All Licensed Articles' labels, hang tags, packaging and marketing materials must bear the following Licensor approved copyright and trademark notice (or such other notice as provided by Licensor):			
Buck Roger® is a registered trademark owned by the Dille Family Trust and used under license from the "Trust". Copyright © (Year of Licensee's first product use) The Dille Family Trust All Rights Reserved. Licensed by Licensing Works!®			
METHOD OF PAYMENT			
In such event, all monies payable by Licensee under this Deal Memo shall be in U.S. dollars within 10 days from Licensee's receipt of funds and shall be sent:			
If via wire transfer to:		If by mail to AGENT:	
[REDACTED]		[REDACTED]	
OTHER DETAILS			
Samples of the final Licensed Articles	Not fewer than Eight Downloadable (8) iPhone/iPad Games per SKU. Licensee also to provide NTSC DVD or HI-RES MPEG video of all Gameplay.		

Approvals	For the avoidance of doubt, Licensee acknowledges that Licensor has final written approval of the Licensed Articles and all materials related to the Licensed Articles, including any advertising, at every stage of development. All artwork and designs of the Licensed Designs and Licensed Marks, or any reproductions thereof, shall, notwithstanding their creation or use by Licensee, be and remain the property of Licensor who shall be entitled to use and license to use such artwork and designs.
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The parties intend to enter into Licensor's standard license agreement but until such agreement is signed the parties intend this Deal Memo to be legally binding as of the date first written above ("Deal Memo Date")

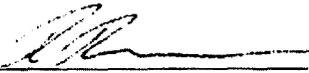
The offer made by Licensor as set out in this Deal Memo only remains open for acceptance for 10 days from the Deal Memo Date. Please confirm your agreement to and acceptance of the above by signing and returning this Deal Memo within this 10-day period.

Accepted by:  
**The Dille Family Trust - LICENSOR**  
**Licensing Works, LLC - Agent**

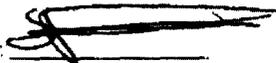
Accepted by:  
**Squidjuice**

By: \_\_\_\_\_  
Lorraine Williams

Date: \_\_\_\_\_

By:   
Its: Robert Barnes

Date: 21-8-10

By:   
Flint Dille

Date: 8/31/00