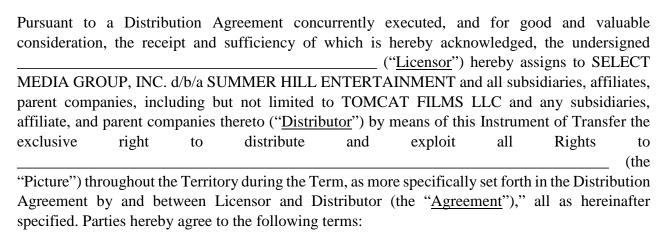
INSTRUMENT OF TRANSFER



TERMS

This Instrument of Transfer is executed in accordance with, and is subject to the terms and conditions of the Agreement. All capitalized terms used but not defined herein shall have the same meanings as those set forth in the Agreement.

The Term shall be for three (3) years from the Effective Date of the Agreement entered into concurrently, subject to any renewals defined in the License Term of the Agreement, but in any case, not to exceed twenty (20) years from the Effective Date.

Licensor expressly acknowledges Licensor is the sole owner of the Picture and of all rights herein granted, assigned and licensed to Distributor hereunder, and the same are free and clear of any and all liens, charges, claims and encumbrances. Licensor has the sole and exclusive right to dispose of each and every right herein granted and purported to be granted. To the best of Licensor's knowledge, the Picture and each material part thereof is original with Licensor in all respects and no substantial part thereof is in the public domain or taken from or based upon any other source.

Licensor hereby grants to Distributor the sole and exclusive right, under copyright, to (and to license other to) distribute the Picture, in any and all languages and versions (including dubbed, subtitled and narrated), as follows: Ancillary Rights, Cinematic Rights, Film Clip Licensing Rights, Non-Theatrical Rights, Secondary Rights, Television Rights, Theatrical Rights, Videogram Rights, Video-On-Demand Rights, Digital Rights.

Licensor hereby appoints Distributor, its successors and assigns, as its irrevocable attorney-in-fact, with the right (but not the obligation), subject to the terms of the Agreement, (i) to enforce and protect all rights, licenses and privileges granted and assigned herein or pursuant to the Agreement and granted under any and all copyrights (and renewals and extensions thereof), and (ii) to prevent any infringement of said copyright and to litigate, collect and receive all damages arising from such infringement of such rights, licenses and privileges, using the names of Licensor and joining Licensor as party plaintiff or defendant in any suit or proceeding (in the discretion of Distributor). Licensor agrees to cooperate with Distributor in any suit or action instituted by Distributor hereunder.

Licensor agrees to execute and deliver and cause to be executed and delivered to Distributor any and all documents and instruments necessary to effect and complete the transfer by Licensor of all rights granted and assigned to Distributor pursuant to the Agreement. In the event Licensor fails to execute and deliver such other documents and instruments after demand thereof by Distributor, Distributor is hereby authorized and appointed attorney-in-fact of and for Licensor to make, execute and deliver any and all such documents and instruments.

[Signature Page Follows]

SIGNATURES

It is understood that Distributor's aforementioned powers as attorney-in-fact are powers coupled with an interest, and are thereby irrevocable for the Term of the Agreement.

This Instrument of Transfer and the provisions hereof shall be binding upon Licensor, and each of its successors and permitted assigns.

IN WITNESS, WHEREOF, the undersigned have executed this Instrument of Transfer:

Date of Execution:					
Signator for the Picture					
Ву:					
Its:					
CITY/COUNTY OF)				
) ss.				
PROVINCE /STATE OF)				
OnPublic, personally appeared				,	a Notary
satisfactory evidence) to be the and acknowledged to me capacity(ies), and that by lentity(ies) upon behalf of wh	that he/she/the his/her/their sig	ose name(s) is/ y executed t nature(s) on	are subscribed he same in the instrumen	to the withi his/her/their nt the perso	n instrument rauthorized
WITNESS my hand and offi	cial seal.				
Signature		SEAL			