

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of April 10, 2007, by and between **JAZ Films, LLC** ("Assignor"), a California limited liability company, and **The Objective, LLC** ("Assignee"), a single purpose California limited liability company organized for the purpose of producing **The Objective (the "Picture")**.

WHEREAS, Assignor and Gear Head Pictures, Inc. f/s/o Daniel Myrick ("Myrick") are parties to the Writer-Director Employment Agreement for the Picture dated as of February 1, 2006, which remains in full force and effect (the "Employment Agreement");

WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations set forth under the Employment Agreement, except for certain control rights, as enumerated in the introduction of the Employment Agreement, which states, "Production Company shall assign this agreement to The Objective LLC but where controls are split between Production Company and Artist, split shall mean split between Artist on the one hand, and producers Jeremy Wall and Zev Guber, on the other hand";

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the with respect to the Picture from Assignor on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree for themselves, their successors and assigns, as follows:

1. Assignor hereby assigns, transfers, conveys and delivers to Assignee, effective as of April 3, 2007 (the "Effective Date"), all of Assignor's right, title and interest in, to and under the Employment Agreement, *except for* certain control rights, as enumerated in the introduction of the Employment Agreement as set forth hereinabove, which control rights shall be exercised by the individual producers Jeremy Wall and Zev Guber.

2. Assignee hereby accepts such assignment and agrees to assume, from and after the Effective Date, all of Assignor's rights, duties and obligations in, to and under the Employment Agreement. Upon such assignment, Assignee agrees to release Assignor from all rights, duties and obligations with respect to the Picture

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Gas / Electric Medical / Dental Medical / Dental

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Food Life, Home, Auto Savings & Investment

Clothing Home Improvement (Maintenance, Repairs) Other

12/21/06

TEN THOUSAND ONLY

LOCAL PRODUCTIONS

10,000=00

WEST CLARK

Memo

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