

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of February 7, 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 Mark Patton ("Patton") are parties to the Writer's Employment Agreement for the Picture dated as of February 24, 2006, which remains in full force and effect (the "Writer's Employment Agreement"), in furtherance of which Patton executed a Notarized Certificate of Authorship dated August 21, 2006;

WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations set forth under the Writer's Employment Agreement;

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the Writer's Employment Agreement 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 February 7, 2007 (the "Effective Date"), all of Assignor's right, title and interest in, to and under the Writer's Employment Agreement.

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 Writer's Employment Agreement. Upon such assignment and assumption, Assignee agrees that Assignor shall be released from all rights, duties and obligations with respect to the Picture and performance under the Writer's Employment Agreement, and Assignee agrees to reimburse Assignor for and hold Assignor harmless against any obligation to perform any of the assigned duties and obligations under the Writer's Employment Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

4. The parties hereto agree that they will take those actions reasonably necessary to carry out the matters contemplated by this Agreement or any of its provisions.

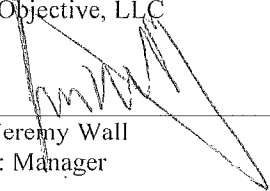
5. Assignor and Assignee consent to all of the provisions of this Agreement.

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

JAZ Films, LLC

By: 
Title: Manager

The Objective, LLC

By: 
Title: Manager