

SETTLEMENT AGREEMENT, RELEASE AND LICENSE

Agreement made as of June 30, 1995 ("Agreement") by and between Jack Urbont (hereinafter referred to as "Owner") c/o Howard Gotbeter, Atty., 100 Central Park South, New York, NY 10019 and New World Entertainment, Ltd. (also d/b/a New World International) (hereinafter referred to as "Licensee"), with an address at 1440 South Sepulveda Blvd., Los Angeles, CA 90025, and Marvel Entertainment Group, Inc., with an address at 387 Park Avenue South, New York, NY 10016, respecting the five copyrighted compositions entitled SUBMARINER INTRO, HULK INTRO, CAPTAIN AMERICA INTRO, THOR and IRON MAN (hereinafter collectively "Superhero Intros"):

WHEREAS, Owner, as renewal copyright owner of the aforesaid Superhero Intros (Schedule A annexed) and the Master Recordings thereof (hereinafter referred to as the "Masters"), has made claims for unauthorized uses of said Superhero Intros against New World Entertainment, Ltd., New World International Inc., and Marvel Entertainment Group, Inc. (collectively, the "New World Group"), and Best Film and Video Corp. and others, and

WHEREAS, Licensee and the New World Group and all others deny any liability to Owner, and

WHEREAS, the parties have settled their differences pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the payment set forth below and of the promises and covenants contained herein, the parties agree as follows:

1. Owner hereby releases and discharges Licensee and the New World Group and all of their respective parents, subsidiaries, affiliates and related entities, and all officers, directors, employees and agents of each such entity, as well as any customers, distributors, licensees and sublicensees of Licensee and other users of the Superhero Intros, from any and all claims of every kind and nature which Owner or any person or company affiliated with Owner has or may have had from the beginning of time through the date of this Agreement.
2. Upon execution and delivery of this Agreement by Owner, Licensee, on behalf of itself and the New World Group, shall pay the total sum of Ninety Thousand Dollars (\$90,000.00) to Owner by making such payment to and in the name of "Howard Gotbetter, Esquire, as attorney for Jack Urbont."
3. Nothing contained in this Agreement, and nothing done in contemplation of or pursuant to this Agreement, is intended to be, nor shall be construed to be, an admission of liability by



Licensee, the New World Group, or any of their respective parents, subsidiaries, affiliates or related entities, or any officers, directors, employees, agents, customers, distributors, licensees or sublicensees of any such entity, all such liability being expressly denied.

4. Owner acknowledges and agrees that Licensee is the owner of the Superhero Original Television Programs, the titles and segments therein being set forth on Schedule B annexed hereto and made a part hereof (hereinafter collectively the "Superhero Episodes") in English, French, Italian, Portuguese and Spanish languages.

5. (a) Owner hereby grants and licenses to Licensee the exclusive right, license, privilege and authority to use the Superhero Intros and the Masters in synchronization or timed relation, and performance in the Superhero Episodes, and to make copies of such recordings in the form of negatives and prints for the purpose of Licensee's selling, leasing, licensing and otherwise exploiting any or all of said Superhero Episodes and permitting others to do so, and all elements or portions thereof, in any and all media, including, but not limited to, videocassettes and video discs, theatrical or non-theatrical exhibition, and broadcast on all forms of television, including network, non-network, local or syndication broadcasts, pay television, cable television, subscription television, CATV,

satellite and closed circuit television throughout the world and universe, without limit, and with the right to make all uses of the Superhero Episodes and all changes in the Episodes as Licensee deems necessary or desirable, commencing as of January 1, 1995 and continuing for the duration of United States Renewal Copyright in and to the Superhero Intros and the Masters and any and all extensions and renewals thereof, and wherever Owner now or hereafter owns or controls the copyright during its United States renewal term and any and all extensions and renewals thereof, and the exclusive right to reproduce the Superhero Intros and the Masters in any and all media whether now known or hereinafter devised except as limited in Paragraph 6 below, it being the intent and agreement of the parties that uses of the existing Superhero Episodes shall be in any and all forms of technologies including, but not limited to, videocassettes sold for home use, in educational facilities, hospitals, military installations, religious facilities, non-profit institutions, on aircraft and ships at sea and hotel-motel exhibitions, video disks, digital reproductive devices, CD ROM, CD-i, and other similar disc devices and interactive cable, and all other devices and technologies now known or hereafter devised and/or developed in any manner whatsoever, subject only to the limitations set forth in Paragraph 6 below. The rights hereinabove granted include, without limitation, such rights for air, screen, television, videocassette and audiovisual trailers, commercials, promotions and advertisements for the promotion or exploitation



of the Superhero Episodes. Owner represents and warrants that he is the sole owner of the Masters and the Superhero Intros licensed hereunder and that he has the legal right to grant this License, but the location of such Masters made many years ago is not known.

(b) At Licensee's request, Owner shall execute, verify, acknowledge and deliver any and all assignments, instruments or other documents which Licensee may at any time deem necessary or advisable to evidence, establish, maintain, protect or defend Licensee's rights in or to any rights granted to Licensee hereunder. Owner irrevocably authorizes Licensee as Owner's true and lawful attorney-in-fact to execute, verify, acknowledge and deliver any and all said assignments, instruments or documents which Owner shall fail or refuse to execute, verify, acknowledge or deliver within a reasonable time after Licensee's request therefor. This appointment as attorney-in-fact shall be a power coupled with an interest.

6. The grant and license of rights hereunder is solely for use with and only as part of the Superhero Episodes and not in any manner separate and apart from such Episodes. Licensee and its customers and sublicensees cannot use the Superhero Intros separate and apart from the Superhero Episodes, and no uses can be made of said Superhero Intros in any other manner or in relation to or in connection with any other materials of any

kind. Said Superhero Intros cannot be used with any other materials created by Licensee and others, must always be used as part of the Superhero Episodes, and cannot be combined with or used with any extraneous product or service (such as advertising or promotional uses or tie-ins) separate and apart from the Superhero Episodes.

7. Except as set forth in Paragraph 5 above, Owner reserves all other rights of every kind and nature to use and to license others to use said Superhero Intros in any and all manner and in any and all materials and in any and all programs, films, motion pictures, television episodes and all devices, recordings and reproductions without limit of every kind now known and hereinafter used or perfected without limit, not inconsistent with the exclusive rights granted herein.

8. This document supersedes all prior agreements or understandings between the parties and contains the entire agreement of the parties with respect to the subject matter hereof, and cannot be discharged, amended or modified unless done in a writing signed by all parties hereto.

9. This Agreement shall be binding upon Owner and the New World Group and shall inure to the benefit of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, executors, administrators, heirs, successors and assigns and/or



sublicensees.

10. All matters respecting this Agreement shall be governed by the laws of the State of New York except where rights under United States copyright laws are concerned, in which event the Copyright Act (Title 17, U.S.C.) of the United States as amended from time to time shall prevail and control.

11. Each person executing this Agreement on behalf of a party hereto represents that he is fully authorized to enter into this Agreement by and on behalf of that party.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties on the date indicated:

Dated July 18, 1995
JACK URBONT
Jack Urbont

NEW WORLD ENTERTAINMENT, LTD.
(also d/b/a New World International)
Dated 7/20, 1995 By *Foran Sab*
Title: *Asst Secy*

MARVEL ENTERTAINMENT GROUP, INC.
Dated 7/20, 1995 By *Foran Sab*
Title: *Asst Secy*