GENERAL ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of March 19, 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 feature film entitled **The Objective (the "Picture")**.

WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations with respect to the Picture, the screenplay for which shall be registered as of April 2, 2007 with the United States Copyright Office (the "Screenplay"), but specifically excepting any separate rights Assignor may have as an equity investor in the Picture.

WHEREAS, Assignee desires to acquire said assets, rights, duties and obligations 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, as of today's date (the "Effective Date"), all of Assignor's right, title and interest in the Picture, except such right, title and interest as Assignor may have as an equity investor in the Picture.
- 2. Assignee hereby accepts such assignment and agrees to assume, from and after the Effective Date, all of Assignor's rights, duties and obligations relating to the Picture. Upon such assignment, Assignee agrees to release Assignor from all rights, duties and obligations with respect to the Picture and performance under any agreements relating to the Picture. Assignee agrees to reimburse Assignor for and hold Assignor harmless against any obligation to perform any of the assigned duties and obligations under any agreement relating to the Picture.
- 3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns from and after the Effective Date.
- 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: Jeremy Wall

Title: Manager

The Objective, LLO

By: Jeremy Wall Title: Manager