

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of August 16, 2006, by and between **Arclight Films International Pty Ltd ("Assignor")**, an Australian company, and **Arclight Films Canada Inc ("Assignee")**, a Canadian company organized for the purpose of financing **The Objective (the "Picture")**.

WHEREAS, Assignor and **Jaz Films, LLC ("Jaz")** are parties to a **Sales Agency Agreement**, dated as of **April 5, 2006**, which remains in full force and effect (the "**Sales Agency Agreement**");

WHEREAS Jaz assigned all its rights in and to the Picture, including without limitation, in and to the Sales Agency Agreement, to The Objective, LLC;

WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations with respect to the Picture, including those set forth under the Sales Agency Agreement;

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the Sales Agency 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 August 16, 2006 (the "**Effective Date**"), all of Assignor's right, title and interest in, to and under the Sales Agency 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 Sales Agency Agreement provided always that upon such assignment and assumption, Assignor shall not be released from all rights, duties and obligations with respect to the Picture and performance under the Sales Agency Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement shall inure to the benefit of Jaz and its successors and assigns from and after the Effective Date.


5. 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.

6. Assignor, Assignee and Jaz consent to all of the provisions of this Agreement.

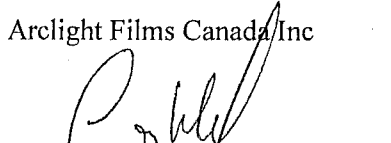


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Arclight Films International Pty Ltd

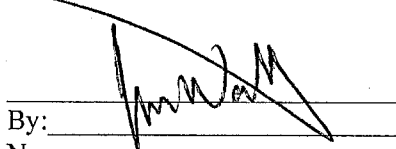

By: Ian Gibbins
Title: General Manager

Arclight Films Canada Inc


By: Gary Hamilton
Title: Director

Jaz hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

Jaz Films, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

The Objective, LLC hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

The Objective, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

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WHEREAS Jaz assigned all its rights in and to the Picture, including without limitation, in and to the Sales Agency Agreement, to The Objective, LLC;

WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations with respect to the Picture, including those set forth under the Sales Agency Agreement;

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the Sales Agency 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 August 16, 2006 (the "**Effective Date**"), all of Assignor's right, title and interest in, to and under the Sales Agency 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 Sales Agency Agreement provided always that upon such assignment and assumption, Assignor shall not be released from all rights, duties and obligations with respect to the Picture and performance under the Sales Agency Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement shall inure to the benefit of Jaz and its successors and assigns from and after the Effective Date.

5. 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.

6. Assignor, Assignee and Jaz consent to all of the provisions of this Agreement.

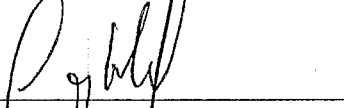
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Arclight Films International Pty Ltd



By: Ian Gibbins
Title: General Manager

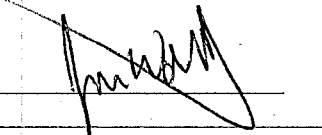
Arclight Films Canada Inc



By: Gary Hamilton
Title: Director

Jaz hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

Jaz Films, LLC



By: _____
Name: _____
Title: MANAGING MEMBER

JEREMY WALL

The Objective, LLC hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

The Objective, LLC



By: _____
Name: MANAGING MEMBER
Title: _____

JEREMY WALL

ASSIGNMENT AGREEMENT

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WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations with respect to the Picture, including those set forth under the Sales Agency Agreement;

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the Sales Agency 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 August 16, 2006 (the "Effective Date"), all of Assignor's right, title and interest in, to and under the Sales Agency 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 Sales Agency Agreement provided always that upon such assignment and assumption, Assignor shall not be released from all rights, duties and obligations with respect to the Picture and performance under the Sales Agency Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement shall inure to the benefit of Jaz and its successors and assigns from and after the Effective Date.

5. 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.

6. Assignor, Assignee and Jaz 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.

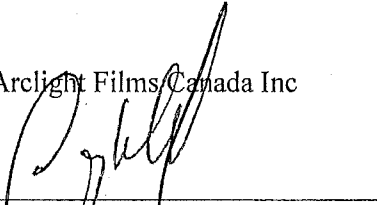
Arclight Films International Pty Ltd



By: Ian Gibbins

Title: General Manager

Arclight Films Canada Inc

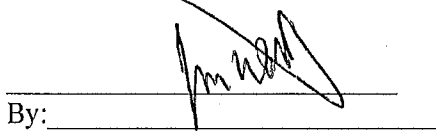


By: Gary Hamilton

Title: Director

Jaz hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

Jaz Films, LLC



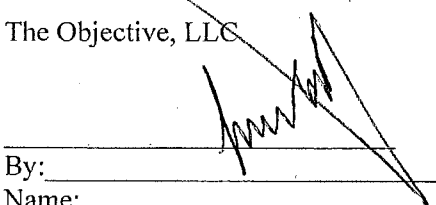
By: _____

Name: _____

Title: MANAGING MEMBER

The Objective, LLC hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

The Objective, LLC



By: _____

Name: _____

Title: MANAGING MEMBER

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WHEREAS, Assignor desires to transfer and assign to Assignee all its assets, rights, duties and obligations with respect to the Picture, including those set forth under the Sales Agency Agreement;

WHEREAS, Assignee desires to acquire the assets, rights, duties and obligations under the Sales Agency 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 August 16, 2006 (the "**Effective Date**"), all of Assignor's right, title and interest in, to and under the Sales Agency 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 Sales Agency Agreement provided always that upon such assignment and assumption, Assignor shall not be released from all rights, duties and obligations with respect to the Picture and performance under the Sales Agency Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement shall inure to the benefit of Jaz and its successors and assigns from and after the Effective Date.

5. 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.

6. Assignor, Assignee and Jaz 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.

Arclight Films International Pty Ltd



By: Ian Gibbins

Title: General Manager

Arclight Films Canada Inc

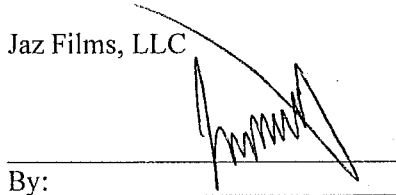


By: Gary Hamilton

Title: Director

Jaz hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

Jaz Films, LLC



By: _____

Name: _____

Title: MANAGING MEMBER

The Objective, LLC hereby approves, as of the Effective Date, the assignment of the Sales Agency Agreement, as reflected in the assignment of Picture as set forth in the foregoing Agreement.

The Objective, LLC



By: _____

Name: _____

Title: MANAGING MEMBER

INTERNATIONAL SALES SUB-AGENCY AGREEMENT
"THE OBJECTIVE"

THIS AGREEMENT is made on 16 August 2006

THIS SALES SUB-AGENCY AGREEMENT (this "Agreement") is made as of August 16, 2006, by and between **Arclight Films International Pty Ltd ("Arclight")**, an Australian company, and **Arclight Films Canada Inc ("Arclight Canada")**, a Canadian company in respect of **The Objective** (the "Picture").

PURPOSE OF AGREEMENT

- A. Arclight has been appointed by Jaz Films, LLC ("**Jaz**") as the international sales agent of a feature film currently entitled "The Objective" (the "**Film**") under a sales agency agreement dated 5 April 2006 ("**Sales Agency Agreement**"), attached hereto as Exhibit 1.
- B. Jaz has assigned all its right, title and interest in and to the Picture including its rights in the Sales Agency Agreement to The Objective, LLC pursuant to an assignment agreement dated __, attached hereto as Exhibit 2.
- C. Arclight assigned the assets, rights, duties and obligations under the Sales Agency Agreement with respect to the Picture to Arclight Canada under an Assignment Agreement dated 16 August 2006 ("**Assignment Agreement**"), attached hereto as Exhibit 2.
- D. Arclight Canada wishes to appoint Arclight as its sub-sales agent to perform all of its functions under the Sales Agency Agreement.

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

- 1. Arclight Canada hereby appoints Arclight to act on its behalf as international sales agent for the Film under the Sales Agency Agreement.
- 2. Arclight hereby accepts such appointment and agrees to assume all of Arclight Canada's rights, duties and obligations under the Sales Agency Agreement.
- 3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement.
- 5. 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.



6. Arclight, Arclight Canada, Jaz and The Objective, LLC 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.


Arclight Films International Pty Ltd



By: Ian Gibbins

Title: General Manager

Arclight Films Canada Inc

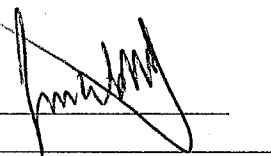


By: Gary Hamilton

Title: Director

Jaz hereby approves the sub-agency of the Sales Agency Agreement, as reflected in the foregoing Agreement.

Jaz Films, LLC




By: _____

Name: _____

Title: MANAGING MEMBER

The Objective, LLC



By: _____

Name: _____

Title: MANAGING MEMBER

EXHIBIT 1
SALES AGENCY AGREEMENT

JW

Th

INTERNATIONAL SALES SUB-AGENCY AGREEMENT
"THE OBJECTIVE"

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- D. Arclight Canada wishes to appoint Arclight as its sub-sales agent to perform all of its functions under the Sales Agency Agreement.

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

1. Arclight Canada hereby appoints Arclight to act on its behalf as international sales agent for the Film under the Sales Agency Agreement.

2. Arclight hereby accepts such appointment and agrees to assume all of Arclight Canada's rights, duties and obligations under the Sales Agency Agreement.

3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement.

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6. Arclight, Arclight Canada, Jaz and The Objective, LLC consent to all of the provisions of this Agreement.

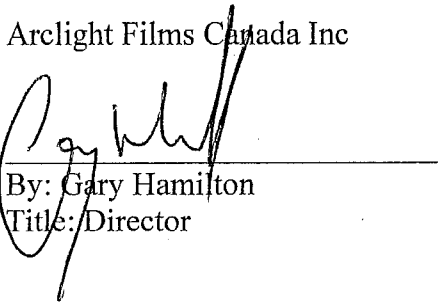
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Arclight Films International Pty Ltd



By: Ian Gibbins
Title: General Manager

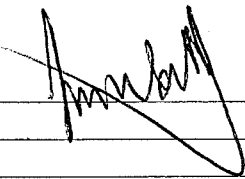
Arclight Films Canada Inc



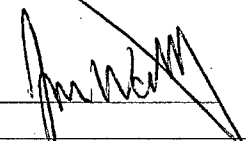
By: Gary Hamilton
Title: Director

Jaz hereby approves the sub-agency of the Sales Agency Agreement, as reflected in the foregoing Agreement.

Jaz Films, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

The Objective, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

#1977611 7

6. Arclight, Arclight Canada, Jaz and The Objective, LLC consent to all of the provisions of this Agreement.

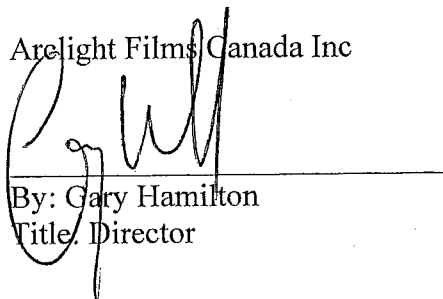
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Arclight Films International Pty Ltd



By: Ian Gibbins
Title: General Manager

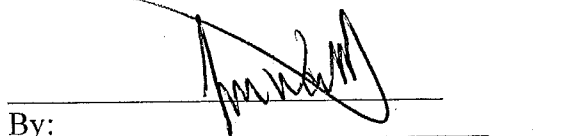
Arclight Films Canada Inc



By: Gary Hamilton
Title: Director

Jaz hereby approves the sub-agency of the Sales Agency Agreement, as reflected in the foregoing Agreement.

Jaz Films, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

The Objective, LLC

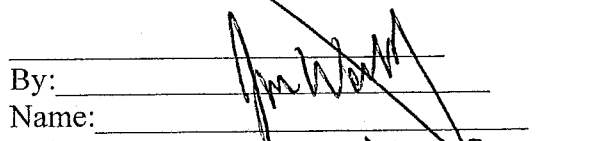

By: _____
Name: _____
Title: MANAGING MEMBER

EXHIBIT 1
SALES AGENCY AGREEMENT

#19776119

INTERNATIONAL SALES SUB-AGENCY AGREEMENT
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THIS AGREEMENT is made on 16 August 2006

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PURPOSE OF AGREEMENT

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- B. Jaz has assigned all its right, title and interest in and to the Picture including its rights in the Sales Agency Agreement to The Objective, LLC pursuant to an assignment agreement dated __, attached hereto as Exhibit 2.
- C. Arclight assigned the assets, rights, duties and obligations under the Sales Agency Agreement with respect to the Picture to Arclight Canada under an Assignment Agreement dated 16 August 2006 ("**Assignment Agreement**"), attached hereto as Exhibit 2.
- D. Arclight Canada wishes to appoint Arclight as its sub-sales agent to perform all of its functions under the Sales Agency Agreement.

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

1. Arclight Canada hereby appoints Arclight to act on its behalf as international sales agent for the Film under the Sales Agency Agreement.

2. Arclight hereby accepts such appointment and agrees to assume all of Arclight Canada's rights, duties and obligations under the Sales Agency Agreement.


3. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and matters herein with respect to the Sales Agency Agreement.

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Arclight Films International Pty Ltd

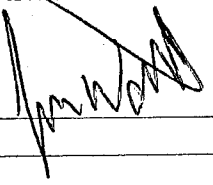

By: Ian Gibbins
Title: General Manager

Arclight Films Canada Inc


By: Gary Hamilton
Title: Director

Jaz hereby approves the sub-agency of the Sales Agency Agreement, as reflected in the foregoing Agreement.

Jaz Films, LLC


By: _____
Name: _____
Title: MANAGING MEMBER

The Objective, LLC

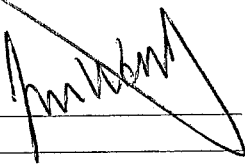

By: _____
Name: _____
Title: MANAGING MEMBER

EXHIBIT 1
SALES AGENCY AGREEMENT

#10776AA 2