

LIMITED COOPERATION AGREEMENT

AGREEMENT made this 27th day of January, 2006 by an between ONE WEST PUBLISHING, INC., a California corporation (hereinafter "ONEWEST"), on the one part, and CMG WORLDWIDE, INC., an Indiana corporation (hereinafter "CMG"), on the other part.

WHEREAS, ONEWEST is in the business of representing photographic artist and publishing and exploiting their works; and

WHEREAS, SHIRLEY DE DIENES, an individual (hereinafter "MRS. DE DIENES"), who is the sole heir of ANDRE DE DIENES (hereinafter "ANDRE") and GEORGE BARRIS (hereinafter "BARRIS") are clients of ONEWEST; and

WHEREAS, MRS. DE DIENES and ONEWEST (hereinafter collectively "the DE DIENES GROUP") have filed a lawsuit in the United States District Court for the Central District of California against CMG, the MARILYN MONROE, LLC, a Delaware Limited Liability Company (hereinafter "MONROE LLC") and ANNA STRASBERG, an individual (hereinafter "STRASBERG") (hereinafter collectively "the STRASBERG GROUP") titled DE DIENES, et al. vs. CMG, et al., Case Number CV052516 (hereinafter "California Lawsuit"), claiming, among other things, that the STRASBERG GROUP had violated certain intellectual property rights (hereinafter "De Dienes Intellectual Property Rights") which MRS. DE DIENES claims to have in photographic images of the late Marilyn Monroe (hereinafter "MARILYN") taken by the ANDRE (hereinafter "ANDRE Photographs"); and

WHEREAS, the STRASBERG GROUP has filed a lawsuit in the United States District Court for the Southern District of Indiana against MRS. DE DIENES and others titled CMG, et al. vs. de Dienes, et al., Case Number 1:05-cv-0448-LJM-WTL (hereinafter "Indiana Lawsuit") claiming, among other things, that the MRS. DE DIENES had violated certain publicity and exploitation rights in the likeness and image of MARILYN which are owned by STRASBERG (hereinafter "Monroe Intellectual Property Rights"); and

WHEREAS, notwithstanding the continued differences between the DE DIENES GROUP, on the one part, and the STRASBERG GROUP, on the other part, with respect to their respective rights and/or liabilities which may result from either the California Litigation and/or the Indiana Litigation, ONEWEST and CMG desire to enter into certain limited transactions with each other regarding the potential exploitation of the ANDRE Photographs, photographs taken by BARRIS of MARILYN (hereinafter "BARRIS Photographs") and photographs of MARILYN taken by any other photographer, who is represented by ONEWEST, (hereinafter "Other Monroe Photographs"); and

WHEREAS, ONEWEST and CMG each acknowledge that by entering into this Agreement, unless specifically stated to the contrary, neither are conceding nor altering

their respective legal assertions or positions vis-a-vis the California Lawsuit and/or the Indiana Lawsuit;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, and for other good and valuable consideration had and received, the parties do hereby agree as follows:

1. CMG, on behalf of itself, its agents and assigns and all companies or entities which it represents (hereinafter collectively "the CMG Entities") agrees, prospectively, not to attack the validity of the De Dienes Intellectual Property Rights in and to the ANDRE Photographs, the intellectual property rights in and to the BARRIS Photographs and the intellectual property rights in and to the Other Monroe Photographs (except as same may be affected and determined to the contrary as a result of the California Litigation and/or the Indiana Litigation).

2. ONEWEST, on behalf of itself, its agents and assigns and all companies or entities which it represents (collectively "the ONEWEST Entities") agrees, prospectively, not to attack the validity of the Monroe Intellectual Property Rights and acknowledges that from this point forward, STRASBERG has a protectable right in the Monroe Intellectual Property Rights (except as same may be affected and/or determined to the contrary as a result of the California Litigation and/or the Indiana Litigation).

3. The CMG Entities acknowledges that the following types of exploitations of the ANDRE Photographs and the BARRIS photographs, may be commercially exploited by ONEWEST, without any compensation or consideration being paid to the CMG Entities, except as otherwise specifically agreed to in writing between CMG and ONEWEST:

A. Vintage prints of any of the ANDRE Photographs, BARRIS Photographs and/or Other Monroe Photographs (i.e., original prints);

B. Limited Editions of any of the ANDRE Photographs, BARRIS Photographs and/or Other Monroe Photographs (i.e., photographic print copies in any medium, such as silver, gelatine prints, digital prints, etc.), up to the first 200 copies of said Limited Editions;

C. Income derived from any documentary film, feature film or book on the life of ANDRE or such other photographer that is represented by ONEWEST, which would include images of the ANDRE Photographs, the BARRIS Photographs and/or Other Monroe Photographs, as well as ancillary exploitations of such works, such as DVDs or other known and unknown reproduction mediums of such documentary films, feature films and/or books, in any medium now known or hereinafter devised. However, to the extent that any merchandising or products embodying the ANDRE Photographs, the BARRIS Photographs and/or Other Monroe Photographs are sought to be derived from such a documentary, feature film and/or book featuring MARILYN, the CMG GROUP

will be consulted and compensated, pursuant to the terms established in Paragraph 4, below.

4. The fees charged for the exploitation of these rights to third party licensees shall be on a case by case basis, the division of which in some cases shall be on an equal basis with respect to the royalties and/or fees paid to both Marilyn Monroe, LLC and One West (and/or its clients). This exploitation shall encompass the Intellectual Property Rights of the ANDRE Photographs, the BARRIS Photographs and/or Other Monroe Photographs which are embodied on some type of merchandise and/or product, exhibited throughout the world (hereinafter collectively "Products"):

A. Notwithstanding the foregoing, CMG shall be entitled to an agent/representative fee equal to thirty five percent (35%) of all income and/or advances derived from the exploitation of Products, before ONEWEST shares in the proceeds from such exploitation.

B. During the initial period of this Agreement CMG shall guarantee a minimum income to ONEWEST of no less than Three Hundred Twenty Five Thousand Dollars (\$325,000.00) over the entire initial period, payable at the rate of Eighty One Thousand Two Hundred Fifty (\$81,250) per year during the first 4 years of the term of the Agreement (hereinafter "Minimum Royalty Advance") from the exploitation of Products embodying either the ANDRE Photographs, the BARRIS Photographs or the Other Monroe Photographs, net of any fees payable to CMG and the amounts payable to STRASBERG. This guarantee is based on the mutual desire of both CMG and ONEWEST to elevate the market value of licensing rights of MARILYN images and to maintain a high level of integrity for the use of such images. The Minimum Royalty Advance shall be payable by CMG to ONEWEST in equal monthly installments of Six Thousand Seven Hundred Seventy Dollars and Eighty Three Cents, commencing on the February 1, 2006 and continuing on the first day of each month thereafter throughout the first four years of the Term of this Agreement.

5. CMG will make a one-time payment of Fifty Thousand Dollars (\$50,000.00) to ONEWEST, upon execution of this Agreement, in consideration of ONEWEST entering into this Agreement.

6. ONEWEST agrees to not unreasonably withhold approvals of any of the proposed uses that CMG generates for the ANDRE Photographs, the BARRIS Photographs and/or Other Monroe Photographs. These uses will be generated from at least the following areas: advertising, merchandising, media and editorial uses.

7. CMG agrees to create and maintain separate dedicated websites for ANDRE, BARRIS and ONEWEST, featuring the ANDRE Photographs, the BARRIS photographs and ONEWEST other projects. CMG will desist from displaying any of the ANDRE Photographs or the BARRIS photographs on any other website or page which CMG might maintain, without the express written permission of ONEWEST. CMG further agrees to disassociate itself from any fan websites which permits file sharing of

pictorial images infringing on copyrights held by ANDRE, BARRIS or ONEWEST . CMG will make any and all reasonable efforts to protect the ANDRE Photographs and the BARRIS photographs, as hosted within marilynmonroe.com, from any and all unauthorized downloading, copying and/or linking (or any such action where a user may willfully remove such images from the marilynmonroe.com domain and copy such images to a different hosted domain for further exploitation) including but not limited to linkblocking, "right-click" blocking and/or watermarking (either digitally or otherwise) and badging (by way of logos and/or large copyright designation burnt into the image) on such images presented on marilynmonroe.com.

8. Both CMG and the ONEWEST will actively cooperate and participate with each other, in good faith, to police each others Intellectual Property Rights and advise each other of any discovered violations of such Intellectual Property Rights. CMG further agrees that to the extent anyone is violating the Intellectual Property Rights in the ANDRE Photographs, the BARRIS photographs and/or Other Monroe Photographs, CMG will take all reasonable steps, including, but not limited to, joining in any litigation, to protect the said Intellectual Property Rights by enforcing the Monroe Intellectual Property Rights against such third party violators of the Intellectual Property Rights in the ANDRE Photographs, the BARRIS photographs and/or Other Monroe Photographs.

9. The initial period of this Agreement shall be for a period of five (5) years from the date of execution of this Agreement. This Agreement may be extended for additional periods of one (1) year each upon the mutual consent of the parties. If neither party gives the other party written notice of termination at least thirty (30) days prior to the end of the then current term of the Agreement, the Agreement shall be deemed automatically continued for an additional one (1) year period. The initial term and each extended period shall sometimes herein be referred to as "Term".

10. Upon fulfillment of the executory terms of this Agreement, the ONEWEST Entities(hereinafter "Releasers 1"), on behalf of itself and its representatives, successors, heirs, officers, directors, attorneys, agents and assigns, shall release, acquit and forever discharge CMG and each of its respective representatives, successors, heirs, officers, directors, attorneys, agents and assigns (hereinafter collectively "Releasees 1") of and from any and all actions or causes of action, suits, claims, controversies, liabilities, obligations, variances, damages, debts, sums of money, bills, trespasses, executions, judgments and demands whatsoever, whether the same be liquidated or unliquidated, contingent or fixed, matured or unmatured, choate or inchoate, determined or undetermined, known or unknown, foreseen or unforeseen, past, present, or future, at law or in equity, and whether or not well founded in fact, law or equity, which the Releasers 1 ever had or may have, now have or which they or their heirs, personal representatives, successors or assigns, hereafter can, shall or may have against the Releasees 1 and each of them for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to and including the date of this Release, with the exception of the issues arising out of the subject matter of the California Lawsuit and the Indiana Lawsuit. The matters, causes and things referred to in this paragraph are hereinafter collectively referred to as the "Released Matters."

In addition to the above and not as any limitation thereon, Releasors 1, on behalf of themselves and their successors, heirs and assigns, agree not to make, institute or prosecute any claim, demand, action or cause of action of any kind whatsoever for damages, costs, debts, expenses or losses of any kind whatsoever (including, without limitation, attorneys' fees) based on or arising from the Released Matters or any of them.

11. Upon fulfillment of the executory terms of this Agreement, the CMG Entities (hereinafter collectively "Releasors 2") on behalf of itself and its representatives, successors, heirs, officers, directors, attorneys, agents and assigns shall release, acquit and forever discharge ONEWEST and its representatives, successors, heirs, officers, directors, attorneys, agents and assigns (hereinafter collectively "Releasees 2") of and from any and all actions or causes of action, suits, claims, controversies, liabilities, obligations, variances, damages, debts, sums of money, bills, trespasses, executions, judgments and demands whatsoever, whether the same be liquidated or unliquidated, contingent or fixed, matured or unmatured, choate or inchoate, determined or undetermined, known or unknown, foreseen or unforeseen, past, present, or future, at law or in equity, and whether or not well founded in fact, law or equity, which the Releasors 2 ever had or may have, now have or which they or their heirs, personal representatives, successors or assigns, hereafter can, shall or may have against the Releasees 2 and each of them for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to and including the date of this Release, with the exception of the issues arising out of the subject matter of the California Lawsuit and the Indiana Lawsuit. The matters, causes and things referred to in this paragraph are hereinafter collectively referred to as the "Released Matters."

In addition to the above and not as any limitation thereon, Releasors 2, on behalf of themselves and their successors, heirs and assigns, agree not to make, institute or prosecute any claim, demand, action or cause of action of any kind whatsoever for damages, costs, debts, expenses or losses of any kind whatsoever (including, without limitation, attorneys' fees) based on or arising from the Released Matters or any of them.

12. Releasors 1 and Releasors 2 specifically waive the provisions of Section 1542 of the Civil Code of the State of California, as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one in the same instrument.

14. This Agreement constitutes the entire agreement and understanding of the parties, with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement may not be modified, changed or altered, in any way, except by an instrument in writing signed by the party sought to be charged. In the event of any action, suit or proceedings between the parties hereto, the prevailing party shall be entitled to recover the costs incurred or associated therein, including, but not limited to, reasonable attorney's fees. No waiver of performance of the any of the terms, provisions or conditions of this Agreement shall constitute a waiver of performance of any other term, provision or condition of this Agreement, whether past, present or future.

15. Each party hereto agrees to execute and deliver any and all other documents required to effectuate the intentions of the parties under this Agreement. The parties hereto, by executing this Agreement agree and acknowledge that they have entered into this Agreement of their own free will, without duress or pressure, and have been advised of and availed themselves of legal representation in the preparation and execution of this Agreement and are aware of and consent to the terms contained herein.

16. This Limited Cooperation Agreement shall be governed by and construed under the law of the State of Indiana and is deemed executed on the dates and at the places listed herein below.

ONEWEST PUBLISHING, INC.,
a California corporation

Dated: _____
at Los Angeles, California.

By CHUCK MURPHY, President

CMG WORLDWIDE, INC.,
a Indiana corporation

Dated: February 13, 2006
at Indianapolis, Indiana.



By MARK ROESLER, President