

November [], 2010

CMG Worldwide, Inc.
10500 Crosspoint Blvd.
Indianapolis, IN 46256
Attn: Mark Roesler

Re: Termination of Agreement

Dear Mr. Roesler:

Reference is hereby made to the unexecuted-representation agreement as amended from time to time, (the "Agreement"), between The Estate of Marilyn Monroe, predecessor in interest of Marilyn Monroe LLC (the "Company"), and CMG Worldwide, Inc. ("CMG"). Capitalized terms used herein without definition have the meaning ascribed thereto in the Agreement.

The Company has advised you that it intends to sell substantially all of its assets (the "Transaction") to MM-ABG, LLC, a Delaware limited liability company ("Purchaser"). In order to effectuate the transition of the assets being sold by the Company to Purchaser, the parties hereto desire to (a) confirm that the Agreement and the relationship between CMG and the Company described therein has been terminated, (b) release certain claims among them and (c) clarify the rights and obligations of the parties going forward; all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. — Acknowledgement of Termination of Agency Relationship. Acknowledgement of Termination of Agreement and Agency Relationship. CMG and the Company acknowledge and confirm that the Agreement and the agency relationship between CMG and the Company described therein was duly terminated, effective as of September 30, 2010 (the "Termination Date"), and that CMG and the Company have no further obligations thereunder. CMG acknowledges and agrees that, effective as of the Termination Date, it is no longer serving as, and has no authority to serve as, licensing Agent for or on behalf of the Estate, the Company (as successor in interest to the Estate) or any successor in interest to the Company, including, without limitation, Purchaser, on an exclusive or non-exclusive basis, in any territory or with respect to any areas or categories. CMG acknowledges and agrees that it has no authority to grant licenses with respect to, or convey any other rights in or to, any asset of the Estate, the Company or Purchaser, and it shall neither represent that it possesses, or hold itself out as having, any such authority, nor shall it endeavor to grant or convey any such licenses or rights. The foregoing notwithstanding, the Company and CMG acknowledge and agree that CMG continues to represent One West Publishing, Inc. ("One West"), the purported copyright proprietor of certain photographs and artistic depictions of Marilyn Monroe. As part of the settlement agreement between CMG, Company and One West Publishing, Company and Purchaser will not unreasonably withhold consent to, pursuant to that certain Limited Cooperation Agreement, dated as of January 27, 2006, by and between One West and CMG (the "Cooperation Agreement"). From the Effective Date through December 31, 2011 (i.e., the expiry of the current term of the Cooperation Agreement), to the extent required, the Purchaser agrees that it shall in good faith consider as provided and intended in that Cooperation Agreement any offers to license the One West Images that CMG secures on behalf of One West Publishing pursuant to the aforementioned settlement agreement.

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Andre Photographs and the Barris Photographs (each as defined in the Cooperation Agreement and any derivative copyrights thereof) that CMG secures on behalf of One West in connection with any proposed exploitations of the type described in Section 3C. of the Cooperation Agreement. Further, CMG and the Company acknowledge that they will agree to enter into good faith negotiations so there regarding CMG's payment of certain settlement fees paid by CMG to One West Publishing may be recouped by CMG. One West in connection with the negotiation and execution of the Cooperation Agreement.

1. 2-Closing Payment to CMG; Retained Amount.

(a) Closing Payment. In consideration of the releases granted herein and the other covenants and agreements set forth herein, the Company shall pay to CMG on the Effective Date (as defined below), an amount equal to the difference between \$500,000 and one half of the Retained Amount from the period beginning November 1, 2010 (as defined below) \$500,000 ("Effective Date Payment").

(b) Retained Amount; Stub Period Collected Amount. CMG represents and warrants to the Company that, as of the date hereof, the total amount of Estate Net Revenue to which the Company is entitled pursuant to the Agreement for the months of August, September & October 2010 is \$281,478. In addition, CMG has and is collecting certain sums for the month of November 2010 (the "Retained, 2010 is \$281,478 (the "Retained Amount"). From November 1, 2010 through the date hereof, the amount of gross revenues received by CMG in connection with or in respect of licenses entered into pursuant to the Agreement is \$ (the "Stub Period Collected Amount"). Attached hereto as Exhibit A is a report prepared by CMG (containing all of the information required to be included in each Quarterly Royalty Report) covering the period from August 1, 2010 through October 31, 2010 and in the current month of period from November 1, 2010 though the date hereof ("Final Report"). Any such other information as is reasonably requested by the Company in order for the Company to verify the Retained Amount ("Final Report") and the Stub Period Collected Amount shall be promptly provided by CMG to the Company. CMG represents and warrants to the Company that the Final Report is true, accurate and complete. In further consideration of the releases granted herein, the transfer of the assets set forth in Paragraph 5 below and the other covenants and agreements set forth herein, the parties hereto agree that CMG is entitled to retain the \$281,478 and the Retained Amount for its own account. may retain, for its own account, (i) the entire Retained Amount and (ii) fifty percent (50%) of the Stub Period Collected Amount as Runoff Period Commissions as defined in, and pursuant to, paragraph 3. The balance of the Stub Period Collected Amount (i.e. 50% thereof) shall be remitted to the Company on the Effective Date in the form of a credit against the Effective Date Payment (thereby reducing the amount required to be remitted by the Company pursuant to paragraph 1 by such amount), and, in the event that the amount thereof exceeds the amount of the Effective Date Payment, a cash payment of the difference.

2. 3. Runoff Period Commissions. CMG shall be entitled to receive commissions ("Runoff Period Commissions") with respect to any revenue from those licensees identified on Exhibit B attached hereto ("Existing Licenses"), at the rate of fifty percent (50%) of the Gross Revenue of the Gross Revenue and, with respect to those potential licensees identified on Exhibit GC attached hereto ("Potential Licensees") with whom Purchaser, in its sole and absolute discretion, enters into a license agreement prior to December 31, 2011 (each a "New Commissionable License"), at the rate of twenty five percent (25%) for domestic licensees and thirty percent (30%) for international of the Gross Revenue from any monies received during the Runoff Period when Purchaser collects any licensing revenues from these companies during the Runoff Period. The Runoff Period Commissions shall include any monies earned from the Existing Licenses and/or received by CMG, Company or the Purchaser licensees, in each case, of the Gross Revenue earned or paid during the Runoff Period (as defined below) on account of such Existing Licenses and New Commissionable Licenses, as applicable, but solely to the extent such Gross Revenue is actually collected or owed and ultimately paid by any of the parties hereto. "Runoff Period" means, with respect to an Existing License, the period between November 1, 2010 and

December 31, 2011 and, with respect to a New Commissionable License, the period between the effective date of such New Commissionable Licenses and December 31, 2011. CMG shall be entitled to no other commissions, fees, expenses, charges or other amounts with respect to the Existing Licenses, Potential Licensees, New Commissionable Licenses or otherwise in connection with the Agreement or the agency relationship between CMG and the Company other than as provided in paragraph 2,2 and in this paragraph 3, and indemnifications provided in³ and amounts with respect to which CMG is entitled to indemnification pursuant to paragraph 9.

4. Notification of Licensees: Collection Efforts.

Within _____ days after the execution of this Agreement, CMG and Company will jointly communicate to those companies listed on Exhibit B that the Company is the successor of MMLLC. Company and CMG will work in good faith to have a mutually satisfactory way of collecting the royalties from these companies for royalties earned through December 31, 2011.

- (a) Promptly, but in no event later than ten (10) days from the date hereof, CMG and Purchaser shall provide joint written notice to all licensees under Existing Licenses, in a form reasonably acceptable to CMG, the Company and Purchaser, that all royalties, fees and other amounts payable by such licensees pursuant to their respective Existing License(s) on account of periods prior to January 1, 2012 shall be paid directly to an escrow account/lockbox to be established by Purchaser at a nationally recognized financial institution ("Escrow Account"), pursuant to which all amounts collected therein during the Runoff Period of the Existing Licenses shall be distributed monthly by such financial institution, fifty percent (50%) to CMG in payment of the Runoff Period Commissions payable in respect of such Existing Licenses pursuant to paragraph 3 and fifty percent (50%) to Purchaser. The costs and expenses of opening and maintaining the Escrow Account shall be borne fifty percent (50%) by CMG and fifty percent (50%) by Purchaser and the Escrow Account shall be closed by no later than June 30, 2012. No party hereto shall have access to any of the funds deposited in the Escrow Account and any change in the manner in which funds deposited therein are to be disbursed therefrom shall require the written consent of both CMG and Purchaser. All amounts paid to CMG with respect to Existing Licenses from and after the date hereof shall be held in trust by CMG for the benefit of the Company and Purchaser and shall be remitted by CMG, without deduction or holdback of any kind, to Purchaser within five (5) days of receipt, in the form received and with all necessary endorsements.

3. Assignment of Certain Claims. The Company hereby assigns to CMG, without representation or warranty of any kind, all of its right, title and interest in and to any claims it may have against the former licensees identified on Exhibit CD attached hereto ("Specified Former Licensees") for the payment of delinquent royalties and fees owing to the Company pursuant to terminated licenses (as identified on Exhibit CD) entered into by CMG on behalf of the Estate or the Company pursuant to the Agreement (the "Assigned Claims"). For the avoidance of doubt, all costs and expenses incurred by CMG in connection with the Assigned Claims, including, without limitation, all attorneys' fees and collection costs, shall be solely the responsibility of CMG and all claims that the Company may have against the Specified Former Licensees other than the Assigned Claims shall be retained by the Company.

Turn Over of Property. Within *Xten (10)* days following the execution hereof, CMG shall turn over to the Company, or its designee, (a) all license agreements, records, correspondence, statements, files and documents in any media, and all other material in whatever form (including but not limited to computer discs or tapes), in CMG's control or possession (and if not in CMG's control or possession, CMG shall identify to the Company the party possessing such materials), pertaining to CMG's representation of the Estate and/or the

Company or in any way related to the Company's assets, including, but not limited to, all trademark reports, registrations, affidavits and certifications; (b) all intellectual property ~~solely~~ owned by, or created at the ~~sole~~ expense of, the Company; and (c) all tangible assets ~~solely~~ owned by, or created at the ~~sole~~ expense of, the Company, including, but not limited to, all photographs solely owned by Company and all samples, commensurate with the respective agency commission rate, and Company agrees to turn over CMG's 25% share of any samples sent directly to Company that haven't been previously sent to CMG, provided by licensees pursuant to licenses of Estate or Company assets. Attached hereto as Exhibit DE is a list of all websites and domain names held by, or registered in the name of, CMG or an affiliate or employee of CMG, utilizing or depicting the name and/or image of Marilyn Monroe ("MM Internet Properties"), which CMG represents and warrants to the Company is a true, accurate and complete listing. Upon the termination of CMG'S representation of One West Publishing Within ten (10) days of the date hereof, CMG shall transfer or cause to be transferred to the Company, or its designee, all of the MM Internet Properties and shall execute all agreements reasonably necessary to cause all MM Internet Properties to be registered in the name of the Company or its designee. CMG hereby consents to the exploitation of the MM Internet Properties and the design thereof, but not the coding, by the Company or its designee. CMG acknowledges the Company's and/or its assignee's, as applicable, ownership of the property, rights and assets CMG is required to turn over to the Company or its designee pursuant to this paragraph 6 and/or the Surviving Provisions and agrees not to take any action contrary to the Company's or its assignee's rights therein or to challenge the Company's or its assignee's rights with respect thereto or to assist or encourage any other person in such a challenge.

5. Bonding of Shaw and Greene Judgments. As soon as reasonably practicable, however in no event later than thirty (30) days, following the closing of the Transaction, the Company shall cause the judgments described on Exhibit EF hereto to be bonded.

6. Releases.

CMG Release of Purchaser. CMG, on behalf of itself and its affiliates, officers, employees, directors, shareholders, agents, successors and assigns (the "CMG Releasing Parties"), hereby fully and forever releases and discharges Purchaser and its affiliates (other than the Company), and each of their respective officers, employees, directors, managers, shareholders, members (other than the Company), partners, agents, successors and assigns (collectively, the "Purchaser Releasees") from any and all claims, demands, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature, at law, in equity, or otherwise (collectively, "Claims"), whether now known or unknown, based on any facts or events, including, without limitation, any Claims which the CMG Releasing Parties may have against any Purchaser Releasee in connection with, or as a result of, the acquisition by Purchaser of assets of the Company except for fraud, but excluding Claims based solely on fraud in the inducement by any Purchaser Releasee or misrepresentation in the inducement, by any Purchaser Releasee and/or breach/breaches of this Letter Agreement by either the Company or any Purchaser Releasee. Notwithstanding the foregoing, however, no Purchaser Releasees are hereby released from any Claim arising from, or relating to, any executory provision of this Letter Agreement or any agreement executed in connection herewith.

Mutual Release of CMG and the Company. The CMG Releasing Parties, on the one hand, and the Company, on behalf of itself and its affiliates, officers, employees, managers, members, agents, successors and assigns, on the other hand (the "Company Releasing Parties," and collectively with the CMG Releasing Parties, the "Releasing Parties"), hereby fully and forever release and discharge one another and, as applicable, each of their respective affiliates, and each of their respective officers, employees, directors, managers, shareholders, members, partners, agents, successors and assigns (collectively, the "Releasees" and collectively with the Purchaser Releasees, the "Released Parties") from any and all Claims, whether now known or

unknown, based on any facts or events, including, without limitation, any Claims in connection with, or related to, the business relationship between CMG and the Company and/or the Agreement, including all claims by any Releasees for reimbursement of any attorneys' fees (third party or in-house) or other costs and expenses incurred through the date hereof, but excluding Claims based solely on fraud in the inducement by the applicable Releasee or misrepresentation in the inducement by the applicable Releasee and/or breaches of this Letter Agreement by any applicable Releasee. Notwithstanding the foregoing, however, no Releasees are hereby released from any Claim arising from, or relating to, (i) any executory provision of this Letter Agreement or any agreement executed in connection herewith or (ii) any executory provision of the Surviving Provisions.

Section 1542 Waiver. The Releasing Parties acknowledge that there is a possibility that, subsequent to the execution of this Letter Agreement, they will discover facts or incur or suffer Claims which were unknown or unsuspected at the time this Letter Agreement was executed, and which if known by them at that time may have materially affected their decision to execute this Letter Agreement. The Releasing Parties acknowledge and agree that by reason of this Letter Agreement, and the releases contained in the preceding paragraphs, they are assuming any risk of such unknown facts and such unknown and unsuspected Claims. The Releasing Parties have been advised of the existence of Section 1542 of the California Civil Code, and the similar laws of other jurisdictions, which provides:

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.

Notwithstanding such provisions, the releases set forth in this Letter Agreement shall constitute a full release (except for Claims expressly excepted therefrom) in accordance with their terms. The Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect in the State of California or any other applicable jurisdiction, and acknowledge and agree that this waiver is an essential and material term of this Letter Agreement, and without such waiver the parties hereto would not have entered into this Letter Agreement. The Releasing Parties hereby represent that they have been advised by their legal counsel, and that they understand and acknowledge the significance and consequence of this release and of this specific waiver of Section 1542 and similar laws of other jurisdictions.

(d) Agreement Not To Sue or Instigate Suit. Each Releasing Party agrees never to commence, aid in any manner, prosecute, instigate, or cause to be commenced or prosecuted against any Released Party, other than as expressly provided for in paragraphs 9(a) or 9(b) hereof, any action or proceeding (i) based directly or indirectly upon any of the matters released by the applicable Releasing Party pursuant to paragraphs 8(a) or 8(b), or (ii) related directly or indirectly to any of the property rights defined in paragraph 6 hereinas "Estate's Property" pursuant to the Agreement (whether owned by the Estate, the Company, the Purchaser or any successor thereto) and/or any license of any rights therein entered into pursuant to the Agreement or by the Company or the Purchaser or any successor thereto, including, without limitation, any action concerning the Estate's, the Company's, the Purchaser's or any successor's rights therein.

7. Indemnification.

(a) Indemnification Obligations of the Company. The Company, their respective officers, directors, and representatives and the heirs, executors, successors and assigns of any of the foregoing shall indemnify and hold harmless CMG and its affiliates, their respective officers, directors, employees, agents and

representatives and the heirs, executors, successors and assigns of any of the foregoing (the "CMG Indemnified Parties"), from and against, and compensate, reimburse and pay the CMG Indemnified Parties for, any and all Losses arising out of or relating to (i) any inaccuracy in or breach of any representation or warranty of the Company set forth in this Letter Agreement and (ii) any Claims asserted by any current or past licensee under any license, whether current or past, breached, expired, or terminated, and/or by parties to any settlement agreement involving any such license or the Estate Property, whether current or past, breached, expired, or terminated, against a CMG Indemnified Party, and any and all Losses incurred by any CMG Indemnified Party after the date hereof in connection with, related to, and/or as a result of the currently outstanding litigation matters described on Exhibit FG attached hereto (the "Existing Litigation"), but shall not include (x) any Losses to the extent arising from the *gross negligence* or willful misconduct of any of the CMG Indemnified Parties or (y) any Claims for which CMG is required to indemnify any Company Indemnified Party (as defined below) pursuant to paragraph 9(b). "Losses" means any and all claims, liabilities, obligations, damages, losses, judgments, orders, demands, costs and expenses (including amounts paid in settlement, costs of investigation and reasonable attorney's fees and expenses), whenever arising or incurred, and whether arising out of a third party claim. For the avoidance of doubt and notwithstanding the foregoing, the Company shall have no obligation to indemnify or reimburse any CMG Indemnified Party for any Losses *already borne* incurred by any CMG Indemnified Party through the date hereof, all of which claims are released pursuant to paragraph 8(b).

(b) Indemnification Obligations of CMG. CMG shall indemnify and hold harmless the Company and the Purchaser and their respective affiliates, and the respective officers, managers, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing (the "Company Indemnified Parties" and collectively with the CMG Indemnified Parties, the "Indemnified Parties"), from and against, and compensate, reimburse and pay the Company Indemnified Parties for, any and all Losses arising out of or relating to (i) any inaccuracy in or breach of any representation or warranty of CMG set forth in this Letter Agreement and (ii) all Claims asserted against any Company Indemnified Party by a Specified Former Licensee related to, in connection with, or as a result of, any effort or attempt by CMG to collect any amount owing or alleged to be owing by a Specified Former Licensee in connection with an Assigned Claim.

(c) Indemnification Procedure.

(i) For the purposes of this paragraph 9(c), the Company and CMG, in their respective capacities as a party responsible for indemnification pursuant to paragraphs 9(a) or (b), as applicable, are hereinafter referred to as an "Indemnifying Party". Promptly, but in no event later than twenty (20) days, following receipt by an Indemnified Party of notice by a third party of any complaint, dispute or claim or the commencement of any audit, investigation, action or proceeding with respect to which an Indemnified Party may be entitled to indemnification pursuant hereto (a "Third-Party Claim"), such Indemnified Party shall provide written notice thereof (an "Indemnification Notice") to the Indemnifying Party, stating the amount of the Loss, if known, and method of computation thereof, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from liability hereunder with respect to such Third-Party Claim to the extent that such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-Party Claim or materially prejudices the Indemnifying Party's defense of such Third-Party Claim.

(ii) If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against Losses that may result from such Third-Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third-Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within

twenty (20) days of the receipt of an Indemnification Notice from the Indemnified Party.¹ In any Third Party Claim for which indemnification is being sought hereunder, whichever party is not assuming the defense of such Third-Party Claim shall have the right to participate in such matter and to retain its own counsel at such party's own expense.

(iii) In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third-Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available or identify to the Indemnifying Party, at the Indemnifying Party's expense (except to the extent CMG is required to deliver same to the Company in accordance with the terms hereof, in which case, at the expense of CMG), all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnifying Party declines to take such defense and the Indemnified Party is, directly or indirectly, conducting the defense against any such Third-Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available or identify to the Indemnified Party, at the Indemnifying Party's expense (except to the extent CMG is required to deliver same to the Company in accordance with the terms hereof, in which case, at the expense of CMG), all such witnesses, records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party.

(iv) If the Indemnifying Party shall have failed to assume the defense of any claim in accordance with the provisions of paragraph 9(c)(ii), then the Indemnified Party shall have the absolute right to control the defense of such claim and, if and when it is finally determined that the Indemnified Party is entitled to indemnification from the Indemnifying Party hereunder, the reasonable fees and expenses of the Indemnified Party's counsel shall be borne by the Indemnifying Party and paid by the Indemnifying Party to the Indemnified Party within ten (10) business days of written demand therefor with interest at the annual rate of interest of ten (10%) percent (10%) plus the actual third party costs incurred by CMG, including reasonable attorneyattorneys' fees, for so in obtaining such determination, but the Indemnifying Party shall be entitled, at its own expense, to participate in (but not control) such defense.

(v) So long as the Indemnifying Party has assumed and is conducting the defense of the Third-Party Claim in accordance with paragraph 9(c)(ii) above, (A) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party (not to be withheld, conditioned or delayed unreasonably provided that the Indemnified Party is completely released from all claims) unless the judgment or proposed settlement involves only the payment of money damages by the Indemnified Party and does not impose an injunction or other equitable relief upon the Indemnified Party, in which case, no consent by the Indemnified Party shall be required, and (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnifying Party (not to be withheld, conditioned or delayed unreasonably).

¹ Need to consider what, if anything, needs to be done in respect of Existing Litigation. For example, is CMG currently handling any litigation matters for which the Company would like to substitute counsel.

8. Representations and Warranties. Each of the parties hereto represents and warrants to the other parties hereto:

(a) that it has all requisite corporate or limited liability company, as applicable, power and authority to enter into this Letter Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

this Letter Agreement has been duly executed and delivered by such party and constitutes the legally valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable laws of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights and relief of debtors generally, in which case the individual members and/or officers of the Company shall be personally responsible for the terms, conditions, and obligations of the Company set out in this Agreement, including, in particular, those under Paragraph 9, and (b) the effect of rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies in which case the individual members and/or officers of the Company shall be personally responsible for the terms, conditions, and obligations of the Company set out in this Agreement, including, in particular, those under Paragraph 9,; , and

(b) it has not assigned any Claims which, if such Claims had not been assigned, would be released by such party pursuant to the terms of this Letter Agreement.

9. Miscellaneous.

(a) Confidentiality; No Public Announcement of Termination of the CMG Agreement. Each of the parties hereto agree that the terms and conditions of this Letter Agreement shall remain confidential and they shall not disclose such terms or conditions to any other person or entity, other than such persons or entities whose knowledge is necessary to carry out its provisions (and who shall be advised of its confidentiality and agree to be bound by this provision, including the parties' respective agents, tax advisors, and other advisors), and except: (i) to the extent such disclosure is required for its enforcement, or (ii) as otherwise required by federal or state law, including pursuant to any discovery procedures authorized by such laws. Each of parties hereto agrees that it shall not make any public announcement through the press or other media concerning the termination of the Agreement or CMG's engagement as licensing agent for the Company; provided, however, that the foregoing shall not prohibit the Company or the Purchaser from (i) privately informing third parties thereof, subject to the terms of this paragraph 11(a), or (ii) making any disclosure required by law.

(b) Non-Disparagement. From and after the date hereof none of the Company, the Purchaser, CMG or their respective affiliates, nor any of their respective officers, directors, members, shareholders, managers, employees and agents, will, directly or indirectly, make any oral or written statement or publication with respect to the other parties hereto, which disparages or denigrates, or could reasonably be interpreted as, disparaging or denigrating, such other parties.

Additional Documentation And Cooperation; Power of Attorney. The parties agree to execute such additional documentation and to otherwise cooperate as may be reasonably necessary to effectuate the terms of this Letter Agreement CMG shall cooperate with the Company or its designee(s), as reasonably requested by the Company or such designee(s), in connection with all litigation, arbitrations and other disputes involving Existing Licenses, New Commissionable Licenses or past licenses arranged by CMG, including without limitation, arbitration involving Quantum Licensing LLC.

Integration. This Letter Agreement, including any exhibits hereto, constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto. In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, this Letter Agreement shall control.

Notices. Any required notices shall be delivered in writing, by facsimile, with a copy sent by United States Postal Service, first-class service to:

To CMG:

CMG Worldwide
10500 Crosspoint Blvd.
Indianapolis, IN 46256
Attn: Mr. Mark Roesler
Phone: _____
Fax: _____

With a copy to:

[insert]

Phone:
Fax: Theodore Minch, Esq.
Sovich Minch LLP
10099 Chesapeake Drive, Suite 100
McCordsville, IN 46055-9579
Phone: (317) 335-3601
Fax: (317) 335-3602

To the Company:

Marilyn Monroe LLC
135 Central Park West, Unit 7
New York, New York 10023
Attn: Anna Strasberg c/o David Lee Strasberg
Fax: 323-657-5389

With a copy to:

Barry Slotnick, Esq.
Loeb & Loeb LLP
345 Park Ave.
New York, NY 10154-1895
Fax: 212-407-4990

To Purchaser:

MM-ABG LLC
c/o Authentic Brands Group
1 Toronto Street, Suite 701, Box 7
Toronto, Ontario, M5C 2V6 Canada
Attn: James Salter
Fax: 416-900-3821

With a copy to:

Richard A. Chesley, Esq.
Paul, Hastings, Janofsky & Walker LLP
191 North Wacker Drive, 30th Floor
Chicago, IL 60606
Fax: 312-499-6100

Governing Law. All questions with respect to the construction of this Letter Agreement and the rights and liabilities of the parties hereunder shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

Dispute Resolution. Any controversy or claim arising out of or relating to this Letter Agreement, or the breach thereof, which is not settled by agreement among the parties shall be resolved pursuant to arbitration before an arbitrator in the jurisdiction in which the party against whom an arbitration is brought is headquartered, (i.e., Indianapolis, Indiana if an arbitration demand is brought against CMG and New York, New York if an arbitration demand is brought against the Company and/or the Purchaser) in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"); provided, however,

that the parties hereto agree that (i) the arbitrator shall be prohibited from disregarding, adding to or modifying the terms of this Letter Agreement; (ii) the arbitrator shall be without authority to award punitive or exemplary damages; and (iii) any demand for arbitration made by either party hereto must be filed and served, if at all, within one year of the date when the party filing the demand for arbitration learned of the occurrence of the act or omission which constitutes the subject matter of such demand. The arbitrator shall be selected in accordance with the AAA Rules. Any claim or controversy required to be submitted to arbitration in accordance herewith and not submitted as provided herein shall be considered waived and, thereafter, no arbitrator or tribunal or court shall have the power to rule or make any award on any such claim or controversy. The determination of the arbitrator in any arbitration pursuant to this paragraph 11(g) shall be conclusive and binding on the parties hereto, and judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof. Each party shall pay its own fees and expenses in connection with any such dispute, unless the arbitrator determines (which determination may be made without findings of fact) that either party raised claims or defenses in bad faith, in which case the arbitrator shall require such party to reimburse the other party's reasonable costs and expenses incurred in connection with such arbitration (including reasonable attorneys' fees).

Headings. Section and paragraph headings contained in this Letter Agreement are for convenience and shall not be considered for any purpose in construing this Letter Agreement.

Execution By Fax and In Counterparts. This Letter Agreement may be executed by fax or portable document format (PDF) and in any number of counterparts, which together shall constitute one instrument.

Predecessors, Successors and Assigns. This Letter Agreement shall bind and inure to the benefit of the parties hereto and their respective predecessors, successors and assigns.

Amendments. This Letter Agreement may be amended, modified, canceled, or waived only by written instrument executed by each of the parties hereto.

Unenforceable Terms. If any provision of this Letter Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this Letter Agreement, and the validity and enforceability of the remainder of this Letter Agreement will in no way be affected or impaired unless the severed portion was essential to the intended purpose of this Letter Agreement. If the severed portion was essential to the intended purpose of this Letter Agreement, then the party who was to receive the benefit of the severed portion has the option to void this Letter Agreement.

Waiver of Terms. A waiver of any term or condition of this Letter Agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition hereof.

Neutral Construction. Each party has cooperated in the drafting and preparation of this Letter Agreement. Hence, this Letter Agreement will be construed neutrally, and will not be applied more strictly against one party than another.

Effective Date. It is the intention of the parties that this Letter Agreement shall become effective contemporaneously with, and not before, the consummation of the Transaction, the date of which shall be the "Effective Date".

[Signature page follows]

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

MARILYN MONROE LLC

By: _____
Name:
Title:

Agreed to this ____ day of November, 2010:

CMG WORLDWIDE, INC.

By: _____
Name:
Title:

MM-ABG, LLC

By: _____
Name:
Title:

Exhibit A

Final Report

Exhibit B
Existing Licenses

Exhibit C

Specified Former Potential Licensees

Exhibit D

Former Licensees / Terminated Licenses
Exhibit-D

Exhibit E

MM Internet Properties

Exhibit EE

Judgments to be Bonded

- Judgment entered by the United States District Court – Central District of California on March 25, 2009 (CV-052200 MMM (MCx)) against the Company and CMG awarding attorneys' fees of \$448,494.16 and costs of \$59,611.70, plus interest thereon in favor of the Milton H. Greene Archives, Inc. and Tom Kelley Studios, Inc.
- Judgment entered by the United States District Court – Southern District of New York on December 10, 2008 (05 Civil 3939) against the Company and CMG awarding attorneys' fees of \$165,933.02 to Shaw Family Archives Ltd., Edith Marcus and Meta Stevens.

Exhibit FG
Existing Litigation