

# AUTHENTIC BRANDS GROUP

February 3, 2011

Mark Roesler  
CMG Worldwide, Inc.  
10500 Crosspoint Boulevard  
Indianapolis, Indiana 46256

**Re: Letter Agreement between CMG Worldwide and MM-ABG LLC  
(the "Letter Agreement")**

Dear Mark:

MM ABG LLC is party to an Asset Purchase Agreement, dated as of December 30, 2010 (the "Asset Purchase Agreement") by and among MM-ABG LLC ("MM-ABG"), Marilyn Monroe LLC, as Seller, Anna Strasberg, as Seller Member, and Authentic Brands Group, LLC, as Purchaser Member ("ABG"), whereby certain of the Estate's rights under the Agreement, as amended from time to time (the "CMG Agreement") were conveyed to MM-ABG, an affiliate of ABG. Each of ABG and CMG hereby agree to the following terms:

1. Upon signature of this Letter Agreement, MM-ABG shall deposit the sum of One Hundred Thousand Dollars (\$100,000.) ("First Payment") into the IOLA of Sovich Minch LLP ("SM"). CMG and MM-ABG hereby agree and mutually instruct SM to disburse the First Payment as follows:
  - a. Upon written confirmation that CMG has successfully transferred ownership and control and upon written confirmation that MM-ABG has acquired ownership and control of: [www.marilynmonroe.com](http://www.marilynmonroe.com) AND [www.facebook.com/pages/marilyn-monroe-fan-club/25098089848?v=info](http://www.facebook.com/pages/marilyn-monroe-fan-club/25098089848?v=info), then the First Payment shall be released to CMG.
  - b. If, within three (3) days of SM's receipt of the First Payment, CMG has initiated transfer of ownership and control then SM shall return the First Payment to MM-ABG, unless CMG and MM-ABG mutually instruct SM in writing otherwise.
2. Subject to the First Payment being transferred to CMG as set forth in 1(a) above, ABG shall assist The Estate of Marilyn Monroe (the "Estate") by Anna Strasberg, as Administratrix, c.t.a., predecessor in interest of Marilyn Monroe LLC (the "Company") and CMG to resolve all currently known disputes between the Company and the Estate on the one hand and CMG on the other hand (the "Release"). It is hereby expressly agreed that CMG has tendered to MM-ABG the outline of terms upon which CMG would enter into said Release, said outline is as follows:
  - a. A mutual general release of all known claims that either CMG, the Estate and/or the Company may have against one another, whether arising out of the CMG Agreement, the Asset Purchase Agreement and / or otherwise;

100 West 33<sup>rd</sup> St. SUITE 1007 NEW YORK, NY 10001 TEL.: (212) 760-2410 FAX: (212) 760-2419

- b. A release of any and all claims as against CMG by the Estate and the Company of any liability and assumption of any and all liability by the Estate in connection the Shaw and/or Greene lawsuits with case numbers 2:05-cv02200 (MMM) (Consolidated) and 08-56471 (Greene and Kelley) and 05 CV 3939 (CM) and 08-5262-cv (Shaw) in connection with the Shaw and/or Greene lawsuits, whether for attorneys fees or otherwise;
  - c. Payment to CMG in the amount of One Million Two Hundred Fifty-two Thousand Dollars (\$1,252,000.) ("Final Payment"). The Final Payment shall be payable as follows: Three Hundred Sixty Thousand Dollars (\$360,000.) (the "Retained Monies") which CMG currently holds and shall retain for its own account; and Eight Hundred Ninety-two Thousand Dollars (\$892,000.) in a cash payment from the Company and/or the Estate (the "Cash Payment"). It being understood and agreed that to the extent that CMG receives additional monies from any Marilyn Monroe licenses entered into pursuant to the CMG Agreement, the newly received monies shall be deemed an increase in the Retained Monies and shall simultaneously decrease the Cash Payment such that the Final Payment remains the same. Thereafter, if CMG receives additional monies from any Marilyn Monroe licensees CMG shall promptly reimburse MM-ABG the full amount of such overage.
3. Nothing herein contained shall be deemed to require CMG, the Estate or the Company to enter into the Release or any a settlement agreement. CMG hereby expressly agrees that, provided MM-ABG has assisted in brokering the Release, for a period of six (6) months from the date hereof, unless earlier terminated or extended by a mutual agreement signed by both CMG and MM-ABG, CMG shall not make any claim with respect to failure to assist in brokering the Release if, as a result of ABG's efforts (or otherwise), CMG, The Estate and/or The Company do not enter into the Release contemplated hereby.
4. MM-ABG represents and warrants as of the date hereof that, immediately prior to the effectiveness of this Letter Agreement, the Estate owns 20.0% of the membership interests in MM-ABG and are entitled to distributions of cash flow pursuant to the terms of the Limited Liability Company Agreement of MM-ABG. MM-ABG will not hinder CMG's claim to the Seller and/or Seller Member's share of said cash flow.
5. Nothing herein contained and/or omitted herefrom shall operate as a waiver of any of the rights, claims, causes of action, and/or defenses that CMG may have as to and/or against Seller and/or Seller Member, the Estate, its principals, agents including but not limited to any claims to past, current, and/or future indemnification and/or money which CMG represents that Seller promised in an agreement which CMG has alleged that CMG had reached in negotiations by and among CMG and Seller and Seller Member (to which ABG has not been a party to such negotiations), all of which are hereby expressly reserved.
6. MM-ABG and CMG agree to cooperate fully with each other in connection with any actions required to be taken to effectuate the terms of this Letter Agreement.



7. This Letter Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties.
8. This Letter Agreement reflects the entire understanding of the parties with respect to the agreements contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.
9. No amendment or waiver of any provision of this Letter Agreement shall in any event be effective unless the same shall be in writing and signed by each party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
10. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Letter Agreement by telefacsimile shall be equally effective as delivery of a manually executed counterpart.
11. For the avoidance of doubt, all monetary terms herein are in United States Dollars.

If you are in agreement with these terms and conditions, please countersign below and return to MM-ABG LLC, c/o Authentic Brands Group LLC at the following address: 100 West 33<sup>rd</sup> Street, Suite 1007, New York, NY 10001; attention: Legal Department; Fax: (212) 760-2419.

**MM-ABG, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**CMG Worldwide, Inc., an Indiana corporation**

By: Mark A. Roessler  
Name: Mark A. Roessler  
Title: CEO  
Date: February 3, 2011

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**MM-ABG, LLC, a Delaware limited liability company**

By: 

Name: TERRI DIPAOLO

Title: General Counsel

ACKNOWLEDGED AND AGREED:

**CMG Worldwide, Inc., an Indiana corporation**

By: \_\_\_\_\_

Name: Mark A. Roesler

Title: \_\_\_\_\_

Date: \_\_\_\_\_

