

SETTLEMENT AND RELEASE

This settlement and release ("Release") is entered into as of this ^{13th} day of May, 2011 by and between CMG Worldwide, Inc., 10500 Crosspoint Boulevard, Indianapolis, Indiana 46256, telephone (317) 570-5000 and fax (317) 570-5500 ("CMG"), on the one hand, and The Estate of Marilyn Monroe, LLC (f/k/a MM-ABG LLC) ("MM-ABG") and Authentic Brands Group, LLC ("ABG"), both of which are located and do business at 100 West 33rd Street, Suite 1007, New York, New York 10001, on the other hand. MM-ABG and ABG may hereinafter be collectively referred to as the "ABG Parties." The ABG Parties and CMG may hereinafter be collectively referred to as the "Parties."

WHEREAS, Marilyn Monroe LLC ("MM") represented to own certain intellectual property rights in and to the late Marilyn Monroe (the "MM Assets");

WHEREAS, CMG acted as agent of MM with respect to the MM Assets;

WHEREAS, certain disputes arose between CMG and MM, on the one hand, and various third parties related to photographers of Marilyn Monroe, on the other hand, during CMG's time as agent for MM with respect to the MM Assets;

WHEREAS, certain disputes arose between MM and CMG with respect to the MM Assets and the agency relationship between MM and CMG;

WHEREAS, MM conveyed its rights in the MM Assets to MM-ABG pursuant to that certain Asset Purchase Agreement, dated as of December 30, 2010 (the "Asset Purchase Agreement") by and among MM-ABG, MM, as Seller, Anna Strasberg, as Seller Member, and ABG, as Purchaser Member;

WHEREAS, CMG filed a lawsuit against, among other parties, MM-ABG and ABG, in the Hamilton Superior Court 01 (the "Court"), Noblesville, Indiana under Case No. 29D01-1104-CC-003307 (the "Lawsuit");

AND WHEREAS, the Parties have fully compromised and settled the claims raised by CMG against the ABG Parties in the Lawsuit and for other good and valuable consideration hereinbelow set out, the receipt of which is hereby acknowledged by the ABG Parties and CMG, therefore the ABG Parties and CMG hereby agree to the following terms and conditions contained in this Release:

1. Upon the execution of this Release, MM-ABG shall deposit the sum of Four Hundred Fifty Thousand Dollars (\$450,000) ("Settlement Funds") into the IOLTA of Sovich Minch LLP ("SM"). CMG and the ABG Parties hereby agree and mutually instruct SM to disburse the Settlement Funds to CMG upon the Court's approval of CMG's motion to dismiss, with prejudice, the Lawsuit as to Defendants ABG and MM-ABG, provided that such motion is in a form reasonably acceptable to ABG. All claims made in the Lawsuit by CMG as to parties RALS-MM LLC, ANNA FREUD CENTER, ANNA STRASBERG, Individually, DAVID

STRASBERG, Individually, and / or STANLEY BUCHTHAL, Individually (the "Other Defendants") shall survive, in their entirety, without effect as to the dismissal of the ABG Parties from the Lawsuit pursuant to the terms and conditions herein contained. CMG agrees that it shall not seek to recover in excess of the Recovery Cap from the Other Defendants; provided however that CMG's claims against the Other Defendants for indemnification shall not be subject to the Recovery Cap. The Recovery Cap shall equal \$1,252,000 less (i) the amount of the Settlement Funds, (ii) the \$100,000 paid to CMG pursuant to that certain Letter Agreement between CMG and MM-ABG dated February 3, 2011 and (iii) the Receipts (as described below).

2. The ABG Parties waive, disclaim, release and forever discharge CMG from any and all liabilities, obligations, claims, counter-claims, demands, causes of action, damages, suits, or remedies which the ABG Parties and/or any affiliate have or may have against CMG of any nature whatsoever, whether known or unknown, from the beginning of time up to and including the date of this Agreement in connection with and / or arising out of those matters raised in the Lawsuit and / or the filing of the Lawsuit itself against the ABG Parties, including but not limited to attorneys' fees and costs that may have been incurred by the ABG Parties in association therewith. For purposes of clarification, the ABG Parties make no representations or agreements with respect to the disputes between CMG and the Other Defendants except as expressly set forth herein.

3. CMG, on behalf of itself and all of its affiliates, waives, disclaims, releases and forever discharges the ABG Parties and their affiliates from any and all liabilities, obligations, claims, counter-claims, demands, causes of action, damages, suits, or remedies which CMG or any such affiliate has or may have against the ABG Parties and their affiliates of any nature whatsoever, whether known or unknown, from the beginning of time up to and including the date of this Agreement in connection with and/or arising out of those matters raised in the Lawsuit, including but not limited to attorneys' fees and costs that may have been incurred by CMG or its affiliates in association therewith.

4. The ABG Parties hereby waive, disclaim, release and forever discharge CMG from any and all liabilities, obligations, claims, counter-claims, demands, causes of action, damages, suits, or remedies which the ABG Parties have or may have against CMG whether known or unknown, from the beginning of time up to and including the date of this Agreement in connection with and / or arising from any and all funds CMG has received through and including the date of the parties' execution of this Release from license agreements negotiated and closed by CMG on behalf of MM in CMG's capacity as agent for MM of the MM Assets (collectively, the "Receipts"); provided that CMG has provided to ABG a complete and accurate schedule of all such Receipts by CMG since December 30, 2010. Furthermore, and in this regard, the ABG Parties hereby acknowledge that any such Receipts will be deemed to have satisfied the contractual obligations of the foregoing licensees as associated with their respective license agreements.

5. CMG agrees to waive and forever release any and all claims for attorney fees, costs, and / or damages, including those attorneys' fees and / or costs as associated with appeals, against Tom Kelley Studios and The Milton H. Greene Archives, Inc., defendants in the Central District of California, Case No. 2:05-cv-02200-MMM-E (Ninth Circuit Case No. 08-56472), provided that, in return for the foregoing, the afore-named defendants likewise agree to waive

and forever release CMG and MM from any and all claims for attorneys' fees, costs, and / or damages, including those attorneys' fees and / or costs as associated with the appeals of the foregoing actions, regardless of their outcome.

6. CMG agrees to waive and forever release any and all claims for attorney fees, costs and/or damages, including those attorneys' fees and/or costs associated with appeals against The Shaw Family Archives LTD., Edith Marcus and Meta Stevens, defendants (the "Shaw Parties") in the matter pending in the Southern District of New York, Case No. 05 Civ. 3939 (CM) (Second Circuit Case No. 08-5262-cv), provided the Shaw Parties, in return for the foregoing, agree to waive and forever release any and all claims for attorney fees, costs and/or damages, including those attorneys' fees and/or costs associated with appeals against CMG and MM. The Parties agree that there are no third party beneficiaries of this provision, and that the Shaw Parties have no right to enforce or otherwise benefit from this provision.

7. CMG agrees to use its commercially reasonable efforts in cooperating with establishment of a post mortem right of publicity where such a post mortem right of publicity is not recognized.

8. The ABG Parties and CMG each voluntarily waive § 1542 of the California Civil Code, or any similar provision of the statutory or non-statutory law of any other jurisdiction. § 1542 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.

The ABG Parties and CMG have read and understand § 1542 and have had the opportunity to consult with and be advised by counsel of their choice regarding its meaning and effect. The Parties acknowledge that this Agreement has been negotiated and agreed upon with the knowledge that unknown or unsuspected claims may exist and that all such past and currently existing claims of damages are waived by this provision.

9. 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 any of the parties remaining in the Lawsuit (excluding the ABG Parties), including but not limited to their principals, agents, and / or assigns, all of which are hereby expressly reserved.

10. The ABG Parties and CMG agree to cooperate fully with each other in connection with any actions required to be taken to effectuate the terms of this Release, including without limitation, CMG's transfer to the ABG Parties of any trademark rights that CMG may have relating to the MM Assets.

11. This Release shall bind and inure to the benefit of the respective successors and assigns of each of the ABG Parties and / or CMG, respectively.

12. This Release reflects the entire understanding of the parties with respect to the terms and conditions set forth herein and / or contemplated hereby. No amendment or waiver of any provision of this Release 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.

13. This Release 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 facsimile shall be equally effective as delivery of a manually executed counterpart.

14. This Release has been drafted by all Parties, with the benefit of advice of counsel. Therefore, no ambiguities will be construed against any Party as the drafter of this Release.

15. This Release shall be governed by the laws of the State of Illinois without regard to the conflicts of laws principles thereof.




IN WITNESS WHEREOF, the parties hereto have signed by their duly authorized officers as of the day and year written below.

CMG Worldwide, Inc., an Indiana corporation

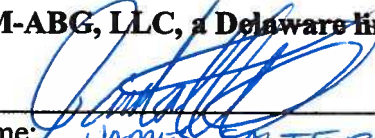
By: _____
Name: Mark A. Roesler
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:

Authentic Brands Group, LLC, a Delaware limited liability company

By:  _____
Name: JAMES SALTER
Title: CEO

MM-ABG, LLC, a Delaware limited liability company

By:  _____
Name: JAMES SALTER
Title: CEO

