

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dan Plucinski
Akin Gump Strauss Hauer & Feld LLP
2029 Century Park East
Suite 2400
Los Angeles, CA 90067

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
BRIDESMAID PRODUCTIONS, LLC

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

10900 Wilshire Boulevard, 10th Floor Los Angeles CA 90024 USA

1d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

162813 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
SPYGLASS ENTERTAINMENT PRODUCTIONS, LLC

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

10900 Wilshire Boulevard, 10th Floor Los Angeles CA 90024 USA

4. This FINANCING STATEMENT covers the following collateral:

This Financing Statement covers the collateral set forth on Exhibit A attached hereto and incorporated herein by this reference.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

RHODE ISLAND SECRETARY OF STATE DEBTORS: BRIDESMAID PRODUCTIONS, LLC

EXHIBIT A
UCC-1 FINANCING STATEMENT
(Rhode Island)

Debtor: BRIDESMAID PRODUCTIONS, LLC

Secured Party: SPYGLASS ENTERTAINMENT PRODUCTIONS, LLC

Item 4: All of Debtor's right, title, and interest in and to all accounts, deposit accounts, equipment, general intangibles, contract rights, inventory, investment property, letter of credit rights, negotiable instruments, copyrights, trademarks, patents, documents, cash, goods, fixtures, chattel paper, supporting obligations, and all other personal property of Debtor and any proceeds and products of the foregoing, including insurance proceeds, whether now owned or hereafter acquired from time to time or arising and regardless of where located, including, but not limited to:

(a) The motion picture tentatively entitled *27 Dresses* (by whatever name such motion picture is now or may hereinafter become know, the "**Picture**") and all collateral, allied, ancillary, subsidiary and merchandising rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced (as used in this UCC-1 Financing Statement, the term the "Picture" means and includes all of the aforesaid rights and the rights and property set forth in (a)(i) through (xvii) below) including without limitation:

(i) All rights of every kind and nature (including, without limitation, copyrights) in and to the screenplay for the Picture (including any and all drafts, versions and variations of such screenplay) and any other literary, musical, dramatic or other literary material of any kind or nature upon which, in whole or in part, the Picture is or may be based, or from which it is or may be adapted or inspired or which may be or has been used or included in the Picture including, without limitation, all scripts, scenarios, screenplays, bibles, stories, treatments, novels, outlines, books, titles, concepts, manuscripts or other properties or materials of any kind or nature in whatever state of completion and all drafts, versions and variations thereof (all of the foregoing is collectively referred to herein as the "**Literary Property**");

(ii) All physical properties of every kind or nature of or relating to the Picture and all versions thereof, including, without limitation, all physical properties relating to the development, production, completion, delivery, exhibition, distribution or other exploitation of the Picture, and all versions thereof or any part thereof, including, without limitation, the Literary Property, and all Film Elements (as defined below) (all of the foregoing is collectively referred to herein as the "**Physical Properties**") and any and all rights of access to removal and transfer of, and duplication and reproduction of, the Physical Properties;

(iii) All physical elements of the Picture, including all negatives, duplicate negatives, fine grain prints, soundtracks, positive prints (cutouts and trims excepted), and sound,

all video formats (including PAL/NTSC), and other physical properties in connection with the Picture and the trailer for the Picture, exposed film, developed film, positives, negatives, prints, answer prints, special effects, pre-print materials (including interpositives, negatives, duplicate negatives, internegatives, color reversals, intermediates, lavenders, fine grain master prints and matrices and all other forms of pre-print elements which may be necessary or useful to produce prints or other copies or additional pre-print elements, whether now known or hereafter devised) soundtracks, recordings, audio and video tapes and discs of all types and gauges, cutouts, trims, non-analog recordings and tapes, including without limitation, any video digital recordings and HDTV format recordings, and any and all other physical properties of every kind and nature relating to each Film in whatever state of completion, and all duplicates, drafts, versions, variations and copies of each thereof (all of the foregoing is collectively referred to herein as the **"Film Elements"**);

(iv) All rights of every kind or nature in and to any and all music and musical compositions created for, used in or to be used in connection with the Picture including, without limitation, all copyrights therein and all rights to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music and musical compositions as well as all other rights to exploit such music including record, soundtrack recording, and music publishing rights;

(v) All collateral, allied, ancillary, subsidiary, publishing and merchandising rights of every kind and nature, without limitation, derived from, appurtenant to or related to the Picture or the Literary Property or any part thereof, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series production rights by use of film, tape or any other recording devices now known or hereafter devised, whether based upon, derived from or inspired by the Picture, the Literary Property or any part thereof; all rights to use, exploit and license others to use or exploit any and all novelization, publishing, commercial tie-ups and merchandising rights of every kind and nature, including, without limitation, all novelization, publishing, merchandising rights and commercial tie-ups arising out of or connected with or inspired by the Picture or the Literary Property, the title or titles of the Picture, the characters appearing in the Picture or the Literary Property and/or the names or characteristics of said characters, and including further, without limitation, any and all commercial exploitation in connection with or related to the Picture, all remakes or sequels thereof and/or said Literary Property;

(vi) To the extent necessary or desirable to complete the Picture, all rights of every kind or nature, present and future, in and to all agreements relating to the development, production, completion, delivery and exploitation of any Accepted Film, and all agreements for personal services, including the services of writers, directors, cast, producers, special effects personnel, personnel, animators, cameramen and other creative, artistic and technical staff and agreements for the use of studio space, equipment, facilities, locations, animation services, special effects services and laboratory contracts;

(vii) All insurance and insurance policies heretofore or hereafter placed upon the Picture or the insurable properties thereof and/or any Person or Persons engaged in the development, production, completion, delivery or exploitation of the Picture and the proceeds thereof;

(viii) All copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, domestic and foreign, common law and statutory heretofore or hereafter obtained upon the Picture or the Literary Property or any part thereof, and the right (but not the obligation) to make publication thereof for copyright purposes, to register a claim under copyright, and the right (but not the obligation) to renew and extend such copyrights, and the right (but not the obligation) to sue in the name of Debtor or in the name of Secured Party for past, present and future infringements of copyright:

(ix) All rights to produce, acquire, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize or otherwise exploit the Picture, the Literary Property and any and all rights therein (including, without limitation, the rights referred to in Subsection (b)(iv) above) in perpetuity, without limitation, in any manner and in any media whatsoever throughout the universe, including, without limitation, by projection, radio, all forms of television (including, without limitation, free, pay, toll, cable, sustaining subscription, sponsored and direct satellite broadcast), in theaters, non-theatrically, on cassettes, cartridges and discs and by any and all other scientific, mechanical or electronic means, methods, processes or devices now known or hereafter conceived, devised or created;

(x) All rights of any kind or nature, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Picture, or any rights in the Picture, including, without limitation, pursuant to agreements between Debtor and any Affiliate of Debtor which relate to the ownership, production or financing of the Picture;

(xi) All contract rights and general intangibles which may arise in connection with the creation, production, completion, delivery, financing, ownership, possession or exploitation of the Picture or which grant to any Person any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, subdistribute, lease, sublease, market, license, sublicense, exhibit, broadcast, transmit, reproduce, publicize, or otherwise exploit the Picture or any rights in the Picture and all collateral, allied, ancillary, subsidiary and merchandising rights therein, and all properties and things of value pertaining thereto and all products and proceeds thereof whether now in existence or hereafter made, acquired or produced and the rights and property set forth in Subsections (b)(i) through (a)(xvii), including, without limitation, all such rights pursuant to agreements between Debtor and any Affiliate of Debtor which relate to the ownership, production or financing of the Picture;

(xii) All rent, revenues, income, compensation, products, increases, proceeds (including the proceeds of letters of credit) and profits or other property obtained or to be obtained from the production, release, sale, distribution, subdistribution, lease, sublease, marketing, licensing, sublicensing, exhibition, broadcast, transmission, reproduction, publication, ownership, exploitation or other uses or disposition of the Picture and the Literary Property (or any rights therein or part thereof), in any and all media, without limitation, the properties thereof and of any collateral, allied, ancillary, merchandising and subsidiary rights therein and thereto, and amounts recovered as damages by reason of unfair competition, the infringement of

copyright, breach of any contract or infringement of any rights, or derived therefrom in any manner whatsoever;

(xiii) Any and all documents, receipts or books and records, including, without limitation, documents or receipts of any kind or nature issued by any pledgeholder, warehouseman or bailee with respect to the Picture and any element thereof;

(xiv) All accounts, accounts receivable, contract rights and general intangibles (as such terms are defined in the UCC) in connection with or relating to the Picture and to the Physical Properties, including all rights to receive the payment of money under present or future contracts or agreements (whether or not earned by performance) from the sale, distribution, exhibition, disposition, leasing, subleasing, licensing, sublicensing and other exploitation of the Picture or the Literary Property or any part thereof or any rights therein in any medium, whether now known or hereafter developed, by any means, method, process or device in any market;

(xv) All distribution agreements, any sales agency agreements or tax pass-through intermediary license agreements, including Debtor's right to receive payments thereunder, and all other rights to receive film rentals, license fees, distribution fees, producer's shares, royalties and other amounts of every description including, without limitation, from (1) theatrical exhibitors, non-theatrical exhibitors, television networks and stations and airlines, cable television systems, pay television operators, whether on a subscription, per program charge basis or otherwise, and other exhibitors, (2) distributors (including, without limitation, the sales agent and the distributors), subdistributors, lessees, sublessees, licensees and sublicensees (including any Affiliate of Debtor) and (3) any other Person that distributes, exhibits or exploits the Picture or the Literary Property or elements or components of the Picture or the Literary Property or rights relating thereto;

(xvi) All funds in or to be credited to any Production Bank Account or any other deposit account maintained with respect to the Picture; and

(xvii) All sums paid or payable to Debtor now due or which hereinafter may become due to Debtor by any state, federal, provincial, or other governmental body or authority directly or indirectly as a tax credit, tax refund, tax subsidy, production credit or similar government benefit, or by any tax shelter, or pursuant to any sale and leaseback transaction, any co-production structure, or any similar transaction, and any and all allied, ancillary and subsidiary rights therein; and

(b) All machinery, electrical and electronic components, equipment, fixtures, furniture, office machinery, vehicles, trailers, implements and other tangible personal property of every kind and description used or useful in connection with a Film (including, without limitation, all wardrobe, props, mikes, scenery, sound stages, movable, permanent or vehicular dressing rooms, sets, lighting equipment, cameras and other photographic, sound recording and editing equipment, projectors, film developing equipment and machinery) and all goods of like kind or type hereafter acquired by the Debtor in substitution or replacement thereof, and all additions and accessions thereto, wherever any of the foregoing is located (all of the foregoing is collectively referred to herein as the "**Equipment**");

(c) All title or titles of the Picture and all of Debtor's rights to the exclusive use thereof including rights protected pursuant to trademark, service mark, unfair competition and/or other laws, rules or principles of law or equity;

(d) All cash and cash equivalents of Debtor and all drafts, checks, certificates of deposit, notes, bills of exchange and other writings or negotiable instruments which evidence a right to the payment of money and are not themselves security agreements or leases and are of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or necessary assignment whether now owned or hereafter acquired;

(e) All inventions, processes, formulae, licenses, patents, patent rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, logos, indicia, corporate and Debtor's names, business source or business identifiers and renewals and extensions thereof, domestic and foreign, whether now owned or hereafter acquired, and the accompanying good will and other like business property rights relating to the Accepted Films, and the right (but not the obligation) to register claims under trademark or patent and to renew and extend such trademarks or patents and the right (but not the obligation) to sue in the name of Debtor or in the name of Secured Party for past, present or future infringement of trademark or patent;

(f) All investment property;

(g) All deposits and any other property of any kind of Debtor in the possession or under the control of Secured Party, or a bailee or Affiliate of Secured Party; and

(h) All accessions to, substitution for, and replacements, products and proceeds of any of the foregoing, including, without limitation, proceeds of any insurance policies, claims against third Persons, with respect to the foregoing.

Notwithstanding the foregoing or anything else herein, the following items are expressly excluded from the above Collateral: (a) the Producer Fee and all amounts payable to Debtor hereunder, (b) any applicable tax credits that are sold or pledged to a third party financier or purchaser in exchange for production financing, (c) goods sold to third parties to the extent that fair market value of such good is paid therefor and (d) Derivative Production Rights.

The respective rights of Debtor and Secured Party with respect to the Collateral are subject to the Production Services Agreement (as such agreement may be amended, modified, supplemented, renewed or replaced, the "Production Services Agreement"), between Debtor and Secured Party. Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Production Services Agreement.