

Schedule A

1.	13 th Mission, The	1992
2.	1999	1998
3.	Abraxas, Guardian of the Universe	1991
4.	Across the Tracks	1991
5.	...Almost	1988
6.	Arrival, The	1990
7.	Attack of the Super Monsters	1982
8.	Bail out	1988
9.	Biokids	1991
10.	Blunt: The Fourth Man	1985
11.	Born to Win	1971
12.	California Casanova	1991
13.	Callie and Son	1981
14.	Club Fed	1990
15.	Crack	1975
16.	Crazy Streets	1987
17.	Dead Girls Don't Tango	1992
18.	Death Ring	1993
19.	Dementia 13	1963
20.	Desperate for Love	1989
21.	Fear	1990
22.	Firing Line, The	1991
23.	Guilty Conscience	1985
24.	Haunting Fear	1991
25.	High Risk	1981
26.	Jesse Owens Story, The	1984
27.	Joe	1970
28.	Journey To A Prehistoric Planet	1965
29.	Killing Mind, The	1990
30.	Marilyn Alive And Behind Bars	1993
31.	No Substitute for Victory	1970
32.	On the Edge	1994
33.	Once is Never Enough	1970
34.	Over-The-Hill Gang Rides Again, The	1970
35.	Over-The-Hill Gang, The	1969
36.	Pariah	1998
37.	Perfume	1991
38.	Red Surf	1990

39. Spirit of the Season	1994
40. That's Action	1977
41. Thieves of Fortune	1990
42. To Be the Best	1992
43. To Hell with Love	1998
44. Too Bad About Jack	1994



MOTION PICTURE BILL OF SALE

THIS BILL OF SALE FOR A MOTION PICTURE is dated this 12th day of January, 1990, by and between Kenneth Hartford and LIFETIME ENTERTAINMENT VIDEO CORPORATION (hereinafter called "SELLER"), and AAAA ENTERTAINMENT, INC. (hereinafter called "BUYER").

W I T N E S S E T H :

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, SELLER hereby sells, transfers and assigns to BUYER all right, title, ownership, and interest, in perpetuity, in those certain motion pictures entitled _____ (See Schedule A) _____, all rights of commercial or non-commercial exploitation in all media now known or hereafter devised or invented, all profits therefrom and all of SELLER'S interest in the underlying properties upon which the motion picture is based or composed, including, without limitation, all literary and musical compositions incorporated therein.

2. SELLER hereby guarantees and warrants that SELLER has the sole and exclusive right to enter into and execute this Bill of Sale and grant to BUYER all right, title, ownership and interest in the said motion pictures herein granted to BUYER.

3. SELLER warrants that there are, and will be, no claims, liens, encumbrances or rights of any nature which will hinder, impair or interfere with the right, title, ownership and interest in the said motion picture sold to BUYER herein.

4. SELLER warrants that SELLER and/or any third parties have not sold, assigned, transferred or conveyed to any other person or firm any right, ownership or interest in the said motion picture herein sold to BUYER and will not in the future do so.

SELLER:

BUYER: AAAA ENTERTAINMENT, INC.

Kenneth Hartford
KENNETH HARTFORD

By: *King Lantz*
Its: *Pres*

LIFETIME ENTERTAINMENT VIDEO CORP.

By: *K. Hartford*
Its: *President*

Schedule A

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| 1. | Blunt: The Fourth Man | 1985 |
| 2. | Callie and Son | 1981 |
| 3. | Crack | 1975 |
| 4. | Crazy Streets | 1987 |