

PHOTOGRAPHER'S RELEASE AGREEMENT

This Photographer's Release Agreement (the "Agreement") shall confirm the agreement dated as of the above date between Thunderbox, Inc., a California corporation ("Company") for the services of Steven Seagal ("Artist"), and the above-named photographer ("you"). In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Company and you agree as follows:

1. Company hereby grants to you the right, during the Term of this Agreement (as defined below), to shoot still photographs of Artist during Artist's live musical performances on stage. The term of this Agreement (the "Term") shall commence on the date hereof and shall end on March 31, 2007. You shall not be permitted or authorized to shoot any photographs whatsoever while Artist is not performing music live on stage, including, without limitation, while Artist is backstage, and you shall be permitted only to shoot still photographs as opposed to video or other forms of moving footage. Company shall be entitled to terminate this Agreement prior to the expiration of the Term upon written notice if, during the Term, you fail to comply with the terms hereof; provided that any such termination shall not affect the rights granted by you to Company herein.

2. In consideration of the sum of One United States Dollars (U.S. \$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, you hereby sell, assign and transfer to Company all of your right, title and interest in and to all still photographs that you will take of Artist while Artist is performing music live on stage (all originals, copies and reproductions of all of said photographs and all negatives and copies of original slide negatives related thereto are herein collectively referred to as the "Photographs."), including, without limitation, all of your right, title and interest in and to the worldwide copyright relating thereto, together with all rights to secure copyright, renewals, reissues, extensions of the copyright, all accrued causes of action for past and present copyright infringements, and all rights to causes of action for past and present accrued damages. You hereby agree to deliver to Company all negatives, slide negatives and digital equivalents relating to such Photographs within five (5) business days following the shooting thereof.

3. The rights hereby purchased comprise all the rights in the Photographs of every kind, nature and description, including, without limitation,

- a. the physical and/or digital prints themselves;
- b. the right to secure copyright thereon anywhere throughout the world, in Company's or Artist's name or otherwise;
- c. any and all publication and publicity rights therein, in whatever form; and
- d. the right to use, license, exploit, sell or otherwise dispose thereof in any manner by any means and media and for any purpose as Company sees fit.

You further acknowledge that the Photographs will be and re-main the exclusive property of Company forever. Company shall forever and throughout the world own the Photographs, and all copyrights and all other related intellectual property rights. Company shall have the full and complete worldwide right in perpetuity to broadcast, use, transmit, reproduce, edit, publish, sell, transfer, copyright, renew copyright, display and/or exhibit the Photographs through any and all media, means and markets now known or hereafter devised, including, without limitation, the internet. Company shall have the right to utilize and exploit the Photographs in any manner as Company in its sole judgment may choose, without any compensation to you, including, without limitation: (a) to crop or retile the Photographs; (b) to publish them or not; and (c) to publish them in conjunction with other material. Nothing herein will constitute any obligation on Company to make any use of the rights set forth herein.

4. You hereby waive all rights of inspection or approval with regard to any use of the Photographs, and Company and Artist shall be without liability to you for any distortion or illusionary effect resulting from the broadcast and/or publication of the Photographs. You also hereby forever release, discharge and agree to hold harmless Company and Artist, and their respective officers, directors, shareholders, employees, agents, managers, business managers, attorneys, spouse, heirs, beneficiaries, executors, estate, representatives, successors and assigns and any person, persons, corporation or corporations distributing the Photographs, from and against any and all liabilities, damages and any claims which you may have, now or hereafter, known or unknown, relating to the use of the Photographs.

5. You hereby represent and warrant that you are the sole creator of the Photographs; that they are original and have not heretofore been published; that they do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; that they contain no matter contrary to law; that you are the sole owner of the Photographs and all rights herein conveyed to Company; that the Photographs and such rights are in all respects free and clear; and that you have not heretofore made and will not make any commitment for the sale, use or publication of the Photographs; and that you will indemnify, defend and hold harmless Company and Artist and their respective officers, directors, shareholders, employees, agents, managers, business managers, attorneys, spouse, heirs, beneficiaries, executors, estate, representatives, successors and assigns from any and all claims arising therefrom.

6. Subject to Company's prior written consent, you shall have the right to use the Photographs for one limited purpose only--in your portfolio for personal promotional purposes, whether in hard copy or on your web site. You shall submit to Company, for Company's prior written consent, those Photographs which you desire to use for your personal promotional purposes. In no event shall you be permitted or authorized, directly or indirectly, to use or to permit any third party to use any Photographs for any commercial or other purpose whatsoever.

7. Liquidated Damages. Notwithstanding anything else contained in this Agreement to the contrary, in the event you breach this Agreement and/or use or permit any third party to use, directly or indirectly, any Photographs for any purpose other than that authorized hereunder, the parties agree that Company shall be entitled to a sum of One Million United States Dollars (U.S. \$1,000,000.00). The parties agree that One Million United States Dollars (U.S. \$1,000,000.00) is a reasonable measure of Company's and Artist's damages considering all of the circumstances existing on the date of this Agreement, including the relationship of such sum to the range of harm to Company and Artist that could be reasonably anticipated and the likelihood

that proof of actual damages would be costly or inconvenient. By executing this Agreement and initialing below, you specifically confirm the accuracy of the statements made above and the fact that you understand the consequences of this liquidated damages provision.

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8. You agree to keep the terms and conditions contained in this Agreement confidential, and you agree not to disclose said terms and conditions to any third parties (other than your professional representatives) except as required by law or court order.

9. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

10. This Agreement constitutes the entire understanding between Company and you regarding the subject matter of this Agreement and supersedes any prior understandings or agreements between Company and you. There are no representations, agreements, arrangements or understandings, oral or written, between Company and you relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto. This Agreement may be executed by facsimile, and signatures on a facsimile copy hereof shall be deemed authorized original signatures. By executing this Agreement, you acknowledge that you have read carefully and understand and accept all of its terms and conditions. This Agreement, and your rights and obligations contained herein, cannot be assigned, in whole or in part, by you without Company's prior written consent, but this Agreement may be assigned, in whole or in part, by Company. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

11. This Agreement shall constitute a binding agreement between the parties and shall be governed by and construed in accordance with the laws of the State of California, without reference to choice or conflicts of law principles. Any and all suits or actions for any breach of this Agreement, or otherwise arising out of this Agreement, shall be filed and prosecuted in any court of competent jurisdiction in the City of Los Angeles, State of California. Company shall be entitled to seek enforcement of the provisions of this Agreement by injunction or other legal or equitable means, and Company shall be entitled to consequential damages, if applicable. The parties hereto hereby consent and submit to the jurisdiction of the courts in the City of Los Angeles, State of California and hereby agree that service of process on any party may be effected by pre-paid overnight courier or certified mail, return receipt requested, postage prepaid. Each of the parties waives any objection which such party may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party of such party's obligations under this Agreement or for injunctive relief, the prevailing party shall recover all of such party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

12. You also acknowledge that you had the right to seek independent legal counsel of your own choosing in connection with the execution of this Agreement, and you represent to Company that you have either done so or that you have voluntarily declined to do so, free from coercion, duress or fraud.