

**TERMS OF SALE AND  
GENERAL INFORMATION PACKAGE  
RESPECTING SALE OF COLLATERAL**

**SALE DATE:** Wednesday, December 16, 2015, at 11:00 a.m. Secured Creditors, at their sole discretion, reserve the right to further postpone the sale.

**SALE LOCATION:** At the law offices of Buchalter Nemer, A Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles, California, 90017, or such other place and time as specified by Secured Creditors. *Parking will not be validated.*

**SECURED CREDITORS/PARTIES:** Library Asset Acquisition Company Ltd., a company organized under the laws of England and Wales ("LAAC") and Zelus, LLC, a Delaware limited liability company ("Zelus") (collectively, "Secured Creditors" or "Secured Parties").

**BORROWERS/GUARANTORS:** TFC Library, LLC (f/k/a Orange Holdings, LLC); R2D2, LLC; CT-1 Holdings, LLC; Capco Group, LLC; Capitol Films Development, LLC; ThinkFilm, LLC; and such other entities identified on Exhibit 1

**COLLATERAL:** The term "Collateral" means: (a) "Borrower Collateral" as that term is defined in the Amended and Restated Credit and Security Agreement dated March 2, 2007 among ThinkFilm, LLC, FPLAC, LLC and Zoopraxis Film Assets, LLC as Borrowers, the Lenders referred to therein and D.B. Zwirn Special Opportunities Fund L.P., as Administrative Agent (as further described below, the "ThinkFilm Loan Agreement"); and (b) "Collateral" as that term is defined in the Loan and Security Agreement dated as of December 5, 2007 by and between CT-1 Holdings, LLC and Bernard National Loan Investors, Ltd. (with such guaranties as are listed on Schedule 9.16 (and identified in Exhibit 1)) (as further described below, the "CT-1 Loan Agreement"). Without limiting the foregoing, such Collateral includes whatever right, title and interest (a) TFC, and (b) R2D2, LLC, CT-1 Holdings, LLC, Capco Group, LC, Capitol Films Development, LLC, and ThinkFilm, LLC (collectively, the "R2D2 Entities"); and (c) TF Canadian Library Holdings, LLC hold or assert, individually or collectively, in the following:

1. All right, title and interest in the film library currently owned by TFC Library, LLC (f/k/a Orange Holdings, LLC, a Delaware limited liability company) ("TFC"), which was transferred to TFC pursuant to the Asset Purchase Agreement and TFC Bill of Sale (the "TFC Film Library");

2. All right, title and interest in any film library still owned by the R2D2 Entities, or their corporate affiliates and guarantors of the ThinkFilm Loan Agreement;

3. All right, title and interest in all other films, film libraries and film distribution rights securing the loans held by the Secured Parties, including the CT-1 Loan Agreement (the "Other Libraries," and together with the TFC Film Library, the "Film Libraries");

4. All accounts received and accounts receivable relating to the Film Libraries, including all cash receipts and proceeds and books and records; and

5. All other collateral pledged to Secured Parties including any rights and remedies against any membership interests or stock interests directly owned by the R2D2 Entities and their corporate affiliates and guarantors of the CT-1 Loan Agreement.

**Prospective buyers are responsible for conducting their own investigations regarding the Collateral.** The Collateral may be encumbered with liens, security interests, and other interests and claims held by claimants in addition to Secured Parties. Secured Parties make no representation or warranty regarding borrowers' or guarantors' rights, title and interests, if any, in the Collateral. The sale of Collateral will be made on an assignment and quitclaim basis, as-is, where-is, with all defects and faults, and without recourse, warranty or representation, express or implied.

**QUALIFIED BIDDERS:** The Secured Parties have assembled information pertaining to the Collateral for review by "Qualified Bidders," which for purposes hereof shall be defined as those entities or persons that have:

(a) agreed to use the information solely for the purpose of evaluating as to whether to bid at the Sale, and further, to maintain the confidentiality of such information by entering into a nondisclosure agreement (the "NDA");

(b) provided written proof, to Secured Parties' satisfaction, that such entity or person has the financial ability to deliver cash or a cash equivalent to satisfy a purchase price in a minimum amount of not less than Ten Million Dollars (\$10,000,000) USD; and

(c) demonstrated that the person has the *bona fide* interest, intent and ability to bid on the Collateral, and does not intend to violate the NDA by using such confidential information or any part thereof for an impermissible purpose.

Notwithstanding the foregoing Secured Parties reserve the right to require prospective bidders to satisfy additional conditions.

Secured Parties reserve the right to apply some, or all of the Secured Obligations, by way of a credit bid of at least Ten Million Dollars (\$10,000,000).

**THIS PACKAGE CONTAINS THE TERMS OF SALE AND FURTHER INFORMATION REGARDING THE COLLATERAL FOR PARTIES SO REQUESTING.**

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**INFORMATION FURTHER TO  
NOTICE OF PUBLIC SALE OF COLLATERAL**

**I. GENERAL BACKGROUND INFORMATION.**

Loans and other financial accommodations were extended pursuant to the following:

1. On or about March 2, 2007, ThinkFilm, LLC ("ThinkFilm"), a Delaware limited liability company, FPLAC, LLC ("FPLAC"), a Delaware limited liability company, and Zoopraxis Film Assets LLC f/k/a SSE Preferred Holdings, LLC, a Delaware limited liability company ("Zoopraxis," and together with ThinkFilm and FPLAC, the "ThinkFilm Borrowers"), on the one hand, and Bernard National Loan Investors, Ltd. and Bernard National Senior Funding, Ltd. (together, "ThinkFilm Lenders"), on the other hand, entered into an Amended and Restated Credit and Security Agreement (as further amended, restated, supplemented or otherwise modified, the "ThinkFilm Loan Agreement") wherein the ThinkFilm Lenders initially agreed to provide the ThinkFilm Borrowers a secured credit facility of twenty-nine million six hundred fifty thousand dollars (\$29,650,000). Under the ThinkFilm Loan Agreement, D.B. Zwirn Special Opportunities Fund, L.P. ("DBZ") was "agent for the [ThinkFilm] Lenders" ("Administrative Agent");

2. After six amendments to the ThinkFilm Loan Agreement, the secured facility was: (a) increased to forty-five million seven hundred thousand dollars (\$45,700,000) and (b) guaranteed by numerous entities, including Capco Group, LLC ("Capco") and CT-1 Holdings, LLC ("CT-1");

3. In addition to the ThinkFilm Loan, DBZ and other lenders entered into separate lending agreements with CT-1 and certain other affiliates. Among these, one of the ThinkFilm Lenders, Bernard National Loan Investors, Ltd. ("Bernard National") made a loan to CT-1 in the original principal amount of \$40 million per that Loan and Security Agreement dated as of December 5, 2007 (as amended, restated, supplemented or otherwise modified, the "CT-1 Loan Agreement"). The amount committed under the CT-1 Loan Agreement was increased by \$11 million pursuant to that certain First Amendment to Loan and Security Agreement made and entered into as of February 22, 2008, by and among CT-1, Bernard National and DBZ (which had acquired a participation interest in the CT-1 Loan Agreement);

4. Both the ThinkFilm and CT-1 Loan Agreements include various security agreements, copyright mortgages, UCC-1 financing statements, deposit account agreements, and all amendments, modifications, assignments and supplements thereto;

5. The ThinkFilm Borrowers together with certain other parties, on one hand, and TFC, on the other hand, entered into that certain Asset Purchase Agreement, Bill of Sale and Assignment and Assumption Agreement, all dated as of October 24, 2008 (but effective on or about July 20, 2009).

6. The ThinkFilm and CT-1 Loan Agreements include various related documents, instruments and agreements entered into from time to time in connection with the foregoing documents (collectively with the ThinkFilm and CT-1 Loan Agreements, the “Loan Documents”).

Pursuant to the Note Purchase and Sale Agreement and related Assignments and other agreements, dated as of March 12, 2009 and June 8, 2009, by and between DBZ, Bernard National and certain others and Secured Party LAAC, as such agreements have been amended, restated, supplemented or otherwise modified from time to time (collectively, the “Purchase Agreement”) and certain other agreements, the respective lenders under the ThinkFilm and CT-1 Loans assigned to Secured Party LAAC (and later Secured Party Zelus, as noted in the following paragraph) all right, title and interest in the Loan Documents and all rights appurtenant thereto, including, without limitation, rights to dispose of the Collateral in accordance with Section 9610, other applicable sections of the California Uniform Commercial Code (the “UCC”), and other applicable law. Pursuant to that certain Administrative Agency Appointment and Assignment, dated on or about June 8, 2009, by and between DBZ, on the one hand, and Secured Party LAAC, on the other hand, Secured Party LAAC was assigned the power and authority to perform all of the duties and exercise all of the rights conferred to DBZ as Administrative Agent for the ThinkFilm Lenders under the ThinkFilm Loan Documents, including, without limitation, the authority to exercise rights to dispose of the Collateral in accordance with the UCC and other applicable law. On or about June 30, 2009, the ThinkFilm Loan and CT-1 Loan were separated by global amendment.

On August 22, 2011, Fortress Valley Recovery Fund I LLC (f/k/a DBZ) (“Fortress”), Bernard National and Hemlock (Lux) S.a.r.l. (collectively, “Fortress Assignors”) and Secured Party Zelus entered into a Lender Assignment and Acceptance Agreement (“Fortress Assignment”) whereby the Fortress Assignors assigned their interests in, among other things, the CT-1 Loan Agreement to Secured Party Zelus.

The obligations owed under the Loan Documents are secured by a duly perfected security interest in the Collateral.

The Disposition is by reason of one or more defaults (the “Defaults”) under the Loan Documents entitling Secured Parties to dispose of the Collateral and exercise certain rights and remedies pursuant to the Loan Documents, the UCC, and other applicable law. The Defaults include the failure to satisfy the Secured Obligations (defined below), which currently exceed \$45,000,000 under the ThinkFilm Loan Agreement and \$62,225,935 under the CT-1 Loan Agreement.

## **II. The Sale.**

1. Secured Creditors have elected to sell, assign and transfer at public sale to the highest bidder, for cash or otherwise acceptable terms, all right, title and interest of the borrowers and guarantors, if any, in and to the Collateral (the “Sale”). The Sale will be conducted on Wednesday, December 16, 2015, at 11:00 a.m. at the offices of Buchalter Nemer, A Professional Corporation, 1000 Wilshire Boulevard, Suite 1500, Los Angeles,

California, 90017. Secured Creditors, at their sole discretion, reserve the right to further postpone the Sale.

2. Secured Creditors have, in accordance with the provisions of the UCC, published a notice regarding the Sale during November and December 2015 in the *Variety-Classified* Section.

3. Secured Creditors have, in accordance with the requirements of the UCC, provided notice of the Sale to those persons and entities entitled to notice thereof.

### **III. Terms of the Sale.**

1. The Sale will be conducted in connection with the outstanding obligations owed to Secured Creditors pursuant to the Loan Documents, which, as of the date hereof, exceeds US\$45,000,000 under the ThinkFilm Loan Agreement and US\$62,225,935 under the CT-1 Loan Agreement (the "Secured Obligations"). Secured Creditors reserve the right to make a "credit bid" of at least US\$10,000,000, in the aggregate. The Sale is anticipated to be by way of either a credit bid or an all-cash sale, provided, that if competing offers with different terms and conditions are submitted, Secured Creditors reserve the right to consummate only an all-cash sale, including a credit bid, and to consider and determine whether an alternative offer may be accepted, and their decision in this regard will be final. Secured Creditors reserve the right to adjourn the Sale from time to time, pending such determination. Secured Creditors reserve their right to allocate the credit bid between the ThinkFilm Loan Agreement and the CT-1 Loan Agreement, at their sole discretion.

2. Secured Creditors have made good faith efforts to compile information regarding the property that may be included in the Sale, including, certain information regarding the sales and availabilities for the various motion picture films included in the Collateral (the "Avails"). Secured Creditors will provide available information respecting the Avails to Qualified Bidders. Notwithstanding the furnishing of such information, the sale will be made without recourse, warranty or representation, express or implied, including as to the specific information set forth in the Avails; provided, further, any discrepancy between the Avails and the actual sales availabilities for any film title(s) will not constitute a fundamental failure of consideration.

3. **Secured Creditors cannot and do not warrant the extent of borrowers' or guarantors' rights, title or interest, if any, in the Collateral, nor the accuracy or completeness of Secured Creditors' information regarding the Collateral or the Avails.** Secured Creditors cannot and do not warrant what specific rights, if any, borrowers or guarantors have in the Collateral, nor whether the internal chain-of-title documents are accurately reflected in the chain-of-title records with the United States Copyright Office. Prospective buyers are responsible for conducting their own investigations regarding the Collateral. The proposed disposition will be made on an assignment and quitclaim basis, as-is, where-is, with all defects and faults, and without recourse, warranty or representation, express or implied.

4. As a general matter, motion pictures and related rights therein are complex. The investigation and diligence regarding the existence, attachment, perfection and priority of the claims of various lienholders and rights-holders with respect to the Collateral is the responsibility of the potential purchaser. Secured Creditors make no representations or warranties as to the potential claims of other lienholders or rights-holders respecting the Collateral. In addition, it may be necessary or appropriate to become a party directly or indirectly to agreements that comprise some aspect of the Collateral, including agreements which limit the ability of a purchaser to exploit the Collateral, or which require the purchaser to provide consideration or remuneration to other persons, or to share or pay over proceeds from exploitation to other persons. The purchaser will take the Collateral subject to any such senior lienholders' claims against the Collateral, and all counterparty contract obligations required under the various agreements that comprise the Collateral. The purchaser may also face potential actions to determine the priority of claims against the Collateral. The purchaser may also generally have defenses available to it with respect to any such claims, although certain defenses of the borrowers or guarantors may not be assignable as a matter of law. Due to the nature of the Collateral, Prospective buyers are responsible for conducting their own investigations of the Collateral. The disposition will be made on an as-is, where-is basis, with all defects and faults, and without recourse, warranty or representation, express or implied.

#### **IV. Sale Procedure.**

The Sale will be to the highest bidder, for cash, of all of borrowers' and guarantors' right, title and interest, if any, in certain assets securing the obligations owed to Secured Creditors. Secured Creditors reserve the right to adjourn or postpone the sale, and to exercise all other rights and remedies available to Secured Creditors under the UCC, including the right to effect one or more private sales respecting the Collateral or any part thereof.

Secured Creditors will accept bids on the Collateral upon the following terms and conditions:

1. The bidding is open to all Qualified Bidders. For purposes hereof, "Qualified Bidders," is defined as those entities or persons that have:

- (a) agreed to use the information solely for the purpose of evaluating as to whether to bid at the Sale, and further, to maintain the confidentiality of such information by entering into an NDA in the form and substance acceptable to Secured Creditors;
- (b) provided written proof, to Secured Creditors' satisfaction, that such entity or person has the financial ability to deliver cash or a cash equivalent to satisfy a purchase price in a minimum amount of at least Ten Million Dollars (\$10,000,000) USD ("Minimum Bid");

- (c) demonstrated that the person has the *bona fide* interest, intent and ability to bid on the Collateral, and does not intend to violate the NDA by using such confidential information or any part thereof for an impermissible purpose and
- (d) satisfaction of additional conditions as Secured Creditors deem appropriate under the circumstances;

Notwithstanding the foregoing, Secured Creditors reserve the right to apply some, or all of the Secured Obligations, by way of a credit bid of at least Ten Million Dollars (\$10,000,000).

2. The sale of the Collateral will be “as is,” “where is,” “with all faults,” without recourse, without any implied or express representation or warranty of any kind whatsoever, including, but not limited to, any warranty (a) that the Collateral is or can be used for any particular purpose; (b) the merchantability or fitness for any particular purpose; or (c) the existence, ownership or condition of the Collateral. The Secured Creditors make no representation or warranty concerning any claims any third parties may have with respect to the Collateral and the successful bidder assumes all risk in connection therewith, including, but not limited to, any claims of other purported rights-holders or other claimants. Accordingly, there is no warranty relating to title, ownership, scope of rights, fitness for any purpose or exploitation, possession, use or the like in this disposition and/or any sale pursuant to this disposition.

3. ***Notwithstanding the availability of the data room, prospective bidders are responsible for conducting their own investigations regarding the Collateral.***

4. The Collateral may be subject to one or more liens or similar claims, including by performance guilds such as the Writers Guild of America, Directors Guild of America and Screen Actors Guild or other performer’s guilds (collectively, the “Guilds”), and/or rights under any distribution agreements or agreements with talent, writers, composers or others that entitle such person to royalties in connection with the motion picture films, and any contractual rights and liens of any laboratory or storage facility in possession of the Collateral. Secured Creditors make no representations or warranties as to the nature or extent of any such liens or lien claims. The Sale is being conducted in compliance with the requirements of the UCC, which may require that proper lienholders of record under the UCC and the Registrar of Copyrights be given prior notice of the Sale, which Secured Creditors have undertaken and effected in accordance with the UCC.

5. The Collateral is being offered as a single lot, provided, that the Secured Creditors retain the right in their discretion to sell the Collateral in lots, in any manner that Secured Creditors may determine most advantageous, in their discretion.

6. **THIS IS A CASH SALE.** Qualified Bidders must deliver to Secured Creditors’ counsel payment of at least Ten Million Dollars (\$10,000,000) on or before the day of the Sale (the “Deposit”). In the event that Secured Creditors accept a bid, the Qualified Bidder’s Deposit will become non-refundable and the remainder of the purchase price must be



paid in full in cash or Bank Cashier's Check the following business day (the "Full Payment"). Bids from those who are not Qualified Bidders will not be accepted.

7. Upon receipt of the Full Payment, Secured Creditors will execute and deliver to purchaser the Assignment and Quitclaim, subject to the countersignature and delivery thereof by purchaser. The purchaser must pay all settlement fees, filing fees, UCC and copyright mortgage filing fees, and any other fee or tax payable on account of the transfer (other than taxes imposed upon income of Secured Creditors). If the Secured Creditors are the purchaser of the Collateral, the amount bid at the sale by the Secured Creditors will be a credit against the Secured Obligations.

8. If any successful bidder fails for any reason to complete the transaction as provided above, the Deposit will be forfeited and applied to the costs of the sale, and thereafter applied towards satisfaction of the obligations under the Loan Documents. **There will be no refunds.** Such forfeiture does not limit any rights or remedies of the Secured Creditors with respect to any such default. After any such default and forfeiture, the Collateral may at the discretion of the Secured Creditors be conveyed to the next highest bidder whose bid was acceptable to the Secured Creditors. If, instead, the Collateral is resold, such re-sale will be at the risk and the cost of the failing bidder, and the failing bidder is liable for any deficiency between its bid and the successful bid at the resale as well as the costs of conducting such re-sale.

9. Immediately upon conveyance by the Secured Creditors of the Collateral, all duties, liabilities, and obligations of the Secured Creditors, if any, with respect to the Collateral so conveyed are extinguished except as specifically provided herein.

10. Secured Creditors reserve the right to modify the requirements for the Deposit, to withdraw all or any part of the Collateral from the Sale, to postpone the Sale, and to conduct such other sales as Secured Creditors may determine in their sole discretion.

11. Secured Creditors may adjourn the sale from time to time, or cancel the sale, without written notice or further publication, by announcement at the time and place last scheduled for the sale. Secured Creditors are not obligated to make any sale pursuant to this notice, and reserve the right to reject any and all offers at their sole discretion for any reason whatsoever. If competing offers with different terms and conditions are submitted, Secured Creditors reserve the right to determine which offer will be accepted, and Secured Creditors' decision in this matter is final.

12. Secured Creditors reserve the right to credit bid against the Secured Obligations owed at the Sale or at any continuance thereof. Secured Creditors intend to bid no less than the Minimum Bid.

13. The successful bidder is not be entitled to take possession of the Collateral purchased by it until Secured Creditors have received Full Payment, without any credit or offset.

14. The above terms and conditions of sale may be subject to additional or amended terms and conditions to be announced at the time of sale or any adjournment or continuance thereof.

15. Borrowers are entitled to an accounting of the unpaid indebtedness secured by the Collateral. Upon request, Secured Creditors will provide the borrowers with such accounting.

# **EXHIBIT 1**

# **EXHIBIT 1**

**List of Borrowers/Guarantors**

TFC Library, LLC  
ThinkFilm, LLC  
R2D2, LLC  
CT-1 Holdings, LLC  
Capco Group, LLC  
Capitol Films Development, LLC

Reel Devilish Limited  
Dandelion Holdings LLC  
Nailed Productions, LLC  
AAE Productions  
Five Dollar Productions, LLC  
Reel Clandestine LLC  
Fade Out Productions, LLC  
TBT Productions, LLC  
Clairvoyant Productions, Inc.  
Scheherazade Films, Ltd.  
The Last Word Movie, LLC  
Reel Mary Ltd.  
Capco US Film Holdings LLC  
TF Canada Library Holdings LLC  
TF Canada Acquisition Co.  
Capco TF Holdings LLC  
TF Canada Services Corporation  
CF Acquisitions LLC  
Capitol Films Limited  
Capitol Films Partners Limited  
Capitol Films Group Limited  
Capco U.S. Film Holdings, LLC  
Capco TF Holdings, LLC  
CT 1 Holdings, LLC  
TF Canadian Library Holdings, LLC  
ThinkFilm Corp.  
ThinkFilm Inc.  
TF Canada Acquisition Corporation

[Plus entities listed on Schedule 9.16 to attached CT-1 Loan and Security Agreement]

SCHEDULE 9.16  
TO  
LOAN AND SECURITY AGREEMENT

**Borrowing Entity:**

CTI Holdings, LLC, a Delaware limited liability company

**Subsidiary Guarantor Entities:**

1. Bordertown Productions LLC, a Delaware limited liability company
2. BLAC, LLC, a Delaware limited liability company
3. Lavender Productions, LLC, a Delaware limited liability company
4. Cerulean Productions, LLC, a Delaware limited liability company
5. Chaotic Films UK Limited, a private limited company registered under the laws of England and Wales
6. Chaotic Productions Ltd., an Ontario, Canada corporation\*\**not on organization chart*
7. Mobius .45 Productions, LLC, a Delaware limited liability company
8. Wendell Distribution, Inc., a California limited liability company
9. Beautiful Films Limited, a private limited company registered under the laws of England and Wales
10. Bordertown Productions, Inc., a California corporation
11. Capco Group, LLC, a Delaware limited liability company
12. Capco U.S. Film Holdings, LLC, a Delaware limited liability company,
13. Capco TF Holdings, LLC, a Delaware limited liability company
14. Capitol Films U.S., LLC, a Delaware limited liability company
15. Capitol Films Productions, LLC, a Delaware limited liability company
16. Capitol Films Development, LLC, a Delaware limited liability company
17. Capitol Films Limited, a private limited company registered under the laws of England and Wales

18. Capitol Films Production Limited, a private limited company registered under the laws of England and Wales
19. Capitol Films Group Limited, a private limited company registered under the laws of England and Wales
20. Capitol Films Partners Ltd., a private limited company registered under the laws of England and Wales
21. CF Acquisitions, LLC, a Delaware limited liability company
22. Chaos Distribution, Inc., a California corporation
23. Clairvoyant Productions, Inc., a California corporation
24. Dead Fish Distribution, Inc., a California corporation
25. Fade Out Productions, LLC, a Delaware limited liability company
26. Five Dollar Productions LLC, a Delaware limited liability company
27. FPLAC LLC, a Delaware limited liability company
28. FOTP Productions Inc., an Ontario, Canada corporation
29. Harmony Productions (UK) Limited, a private limited company registered under the laws of England and Wales
30. Lake Productions, Inc., a California corporation
31. Lake Distribution, Inc., a California corporation
32. Mobprod 06, Inc., a Delaware corporation
33. NM Productions LLC, a Delaware limited liability company
34. Production Management Services, LLC, a Delaware limited liability company
35. Psammead Productions (IOM) Limited, a limited company organized under the laws of the Isle of Man
36. Reel Clandestine LLC, a Delaware limited liability company
37. Reel Devilish Limited, a private limited company registered under the laws of England and Wales
38. Reel Dusty LLC, a California limited liability company

39. Reel Lucky Limited, a private limited company registered under the laws of England and Wales
40. Reel Mary Limited, a private limited company registered under the laws of England and Wales
41. Reel Mary Productions Ltd., a private limited company registered under the laws of England and Wales
42. Reel Snowy LLC, a California limited liability company
43. Reel Transit LLC, a Nevada limited liability company
44. Reel Transit Investments, LLC, a Louisiana limited liability company
45. Reel Transit Productions, LLC, a Louisiana limited liability company
46. Reely Good Times Limited, a private limited company registered under the laws of England and Wales
47. Sandfairy Productions Limited, a private limited company registered under the laws of England and Wales
48. Sandfairy Merchandising Limited, a private limited company registered under the laws of England and Wales
49. Scherezade Films Limited, a private limited company registered under the laws of England and Wales
50. TBT Productins, LLC, a Delaware limited liability company
51. TF Canadian Library Holdings, LLC, a Delaware limited liability company
52. TF Canada Acquisition Corporation, an Ontario, Canada corporation
53. TF Canada Services Corporation, an Ontario, Canada corporation
54. The Last Word Movie, LLC, a Delaware limited liability company
55. ThinkFilm LLC, a Delaware limited liability company
56. Wendell Productions, Inc., a California corporation
57. Zoopraxis Film Assets LLC, a Delaware limited liability company