

AGREEMENT

This Agreement effective this 26 day of July 1982 by and between ORION PICTURES COMPANY, a co-partnership consisting of ORION PICTURES CORPORATION and ORION VENTURES, INC. both corporations organized and existing under the laws of the State of Delaware with offices at 75 Rockefeller Plaza, New York, N.Y. 10019 (hereafter PICTURES), and ORION RADIO and ELECTRICAL WORKS, Budapest, Hungary (hereafter RADIO).

WHEREAS, PICTURES has adopted for its use and registration the trademark ORION and ORION in fanciful print style for use in connection with cinema film and video tapes and video discs and services in the distribution and financing of films;

WHEREAS, RADIO has adopted for its use and registration the trademark ORION and ORION and Three Faces Device, for use in connection with various electric and electronic goods including radio, television, High-Fidelity equipment and electro-communication equipment;

WHEREAS, the Parties to this Agreement desire to avoid possible public confusion and present and future conflicts anywhere in the world in connection with the above;

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, the Parties agree as follows:

(1) The parties recognize and acknowledge mutually and world-wide their previous rights concerning trademarks and company names. They further undertake to do nothing which might be contrary to these rights.

(2) The parties shall not in any manner indicate or suggest that their products are affiliated with the other

party or in any other manner associate their products with the other party or authorize or permit any of their licensees to do any of the foregoing.

(3) RADIO undertakes to use its trademark or company name ORION or any trademark or name containing this word only in conjunction with the products listed below, or with products which are linked with these:

- radio and television receivers, acoustic appliances;
- radio relay equipment and accessories in the microwave sector;
- peripheral computer equipment;
- electric light bulbs and tubes, and attachments;
- semiconductors and attachments.

(4) PICTURES undertakes to use its trademark or company name ORION or any trademark or name containing this word only in conjunction with the products listed below, or with products which are linked with these:

- cinematographic films and motion pictures;
- video tapes, video discs and services in the distribution and financing of films;
- sound and video recorders;
- tapes, cassettes and cartridges;
- sound records in the form of discs and tapes;
- printed matter;
- photographs;
- posters;
- books;
- pamphlets;
- decalcomania;
- articles of clothing namely, t-shirts, sweat shirts.

(5) The parties shall not object to any use or registration by the other party of the word ORION in connection with products or services of the other party as contained in paragraphs 3 or 4 respectively or in connection with the promotion and advertisement of said products and services.

The parties shall not use the word ORION for or in connection with the products and services of the other party as contained in paragraphs 3 or 4 and shall not register the word ORION in respect of products and services of the other party as contained in paragraphs 3 or 4.

(6) Each party upon written request of the other party shall, without cost to the other, except out of pocket expenses, execute documents as may be reasonably necessary to effectuate the purposes of this Agreement. Such documents shall include those necessary to effect partial cancellation of a specification of goods as previously registered at the cost of the requesting Party, so as to delete the specific goods of the requesting Party that have been determined as goods of that Party so that the Party's application will not be blocked, provided that such cancellation does not harm registration of products and/or services of the Party from which such documents is requested. The parties shall consent to the registration for the requesting Party's respective goods, the goods and services of each party having been delineated above.

(7) In the event the ORION company name and/or trademark are infringed by a third party and the injured party wishes to proceed against the infringing party, the other party shall do nothing to oppose this, but shall assist the party taking the action as might be required, without, however, incurring any further obligation by so doing. In such cases the party taking the action shall bear all expenses.

(8) No Consent or Agreement concerning the registration of the trademark ORION or trademark similar to ORION or including the word ORION shall be granted to third parties without written acquiescence of the other party to this Agreement. Furthermore, this shall extend to jurisdictions where the other party may not have rights by way of registration or at common law. Such consent shall only be refused if it runs clearly contrary to the interests of the other party other than requesting party. This shall not, however, limit the parties rights to transfer their trademark and/or tradename ORION by way of assignment or license, nor does this imply that it will be necessary to obtain the permission of the other parties to modify the company name.

(9) Each Party upon written request of the other shall join in an action or actions of opposition, cancellation or infringement. The cost incurred by such action shall be undertaken by the requesting Party. In those jurisdictions where joint action is not possible or advisable, the requesting Party having no rights, either by registration or at common law, the Party with the rights shall bring action at the request of the other, and the requesting Party shall again undertake the costs and indemnify the other Party for any counterclaim or costs imposed as a result of said action.

(10) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, assigns and licensees.

(11) Each party shall bear all costs it has incurred in connection with this Agreement.

(12) The possible invalidity of individual provisions of this Agreement does not invalidate the Agreement as a whole.

(13) This Agreement shall be effective when signed by both parties, and approved by the competent Hungarian authorities.

(14) The validity and interpretation of this Agreement and any subsequent amendments, which are only valid when in writing and signed by both parties, shall be governed by Swiss law.

(15) The parties shall attempt to settle any differences or disputes arising from this Agreement amicably. Should this prove impossible, they shall submit to the decision of a Court of Arbitration convened in Basel, whose decision is final.

The Court of Arbitration is convened by each party nominating a referee. These referees together select a chairman, who is to be jurist by profession.

Should one party fail to nominate its referee within a period of 20 days after receipt of a registered letter instructing it to do so, the referee is nominated by the President of the Civil Court of the city of Basel, who also determines the chairman of the Arbitration Court should the referees fail to agree on a choice of chairman themselves.

The Court of Arbitration determines the proceedings. The Court of Arbitration decides by majority of votes. ~~In case of tied vote within the arbitration court the ruling of the chairman is decisive.~~

(16) This Agreement is effective worldwide.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers as of the date first above written.

ORION PICTURES COMPANY

BY V. P. - Chief Financial Officer

ORION RADIO AND ELECTRICAL WORKS

Orion Rádió és Villamossági Vállalat

BY SIMON JÓZSEF : BOGOS JURE