

Agreement

Dated as of May 21, 2004

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Archie Comic Publications, Inc., located at 325 Fayette Avenue, Mamaroneck, NY 10543 ("Licensor"), hereby grants to On the Cover Game Show, Inc., located at On the Cover, Inc. c/o Glendale Studios, 1239 S. Glendale Ave., Glendale, CA. 91205 ("Licensee"), the non-exclusive, worldwide permission to utilize the covers of certain items owned and/or controlled by Licensor ("Cover(s)") within Licensee's television game show currently entitled "On the Cover" ("Program") about current culture and other current topics of interest, subject to the following terms and conditions:

1. The Cover(s) shall consist of those Cover(s) selected by mutual agreement. Such Cover(s) shall be transmitted to Licensee by Licensor on a schedule to be mutually agreed to by the parties hereto and at a location designated by Licensee from time to time in hard copy via digital medium, CD, or DVD or by electronic transmission. Cover(s) transmitted electronically will be transmitted to an IP address or FTP uplink address as provided by Licensee to Licensor.
2. Such permission to include the Cover(s) in the Program includes permission to exhibit, broadcast, distributed or otherwise exploit the Program with inclusion of the Cover(s) as a television game show program (e.g., permission for exploitation in other formats, such as in connection with licensed merchandise associated with the show, is not given) in any and all media now known or hereafter devised, in perpetuity, and, furthermore, that the Cover(s) as they appear in the Program may be included in the advertising, promotion, marketing and other publicizing of the Program in any and all media now known or hereafter devised, in perpetuity, including, but not limited to Onthecover.com.
3. The permission granted Licensee herein shall provide Licensor with national exposure, publicity and promotion as a result of the inclusion of such Cover(s) in the Program and any advertising, promotion, marketing and other publicizing of the Program. Such national exposure, publicity and promotion of the Cover(s) in the Program and the advertising, promotion, marketing and other publicizing thereof are of great value to Licensor for which neither party hereto is being required to make any cash payment.
4. Licensee shall not crop, alter or manipulate the Cover(s) or utilize any sound bites or clips in connection with the Cover(s) without Licensor's permission. Licensee shall not use the Cover(s) in a derogatory manner. Moreover, Licensee will not make any derogatory reference to Licensor or its intellectual properties appearing on the Covers.
5. Licensor warrants and represents that: (a) Licensor has full power and authority to grant the permissions granted herein to Licensee; (b) Licensor is the sole and exclusive owner or has obtained all rights necessary with respect to all people, entities and things contained in or depicted on the Cover(s) so as to permit the Cover(s) to be used by Licensee as contemplated herein; and (c) Licensee's use of the Cover(s) in the Program shall not infringe upon or violate any right of any person or entity, including without limitation, any copyright, trademark, privacy or publicity right of any person or entity.
6. Licensor agrees to defend, indemnify, and hold Licensee harmless from and against any and all losses, actions, claims, demands, liabilities, damages, costs and expenses that may arise out of or result from Licensor's breach of any representation, warranty or obligation contained herein. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all losses, actions, claims, demands, liabilities, damages, costs and expenses that may arise out of or result from Licensee's breach of any representation, warranty or obligation contained herein.
7. Nothing herein shall be deemed to obligate Licensee to use the Cover(s) within the Program or any advertising thereof.

8. Licensor acknowledges and agrees that it is a criminal offense for any person, in connection with the production or preparation of any program or program matter intended for broadcast over any station to accept or agree to accept, or to pay or arrange to pay, any money, service or other valuable consideration for the inclusion of any plug, reference, product identification or other matter as a part of the program or program matter, unless such acceptance is disclosed in the manner required by law. Licensor further understands that it is Licensee's policy not to permit the acceptance or payment of any such consideration, and that any such acceptance or payment would be a default under this agreement. Without in any way limiting the foregoing, Licensor expressly agrees that it will not accept or pay, or agree to accept or pay, any such consideration.

9. The term "Licensee" as used in this agreement shall include Licensee's successors, licensees, assigns, parent, subsidiary and affiliated companies, as well as affiliated stations.

10. In the event of a breach by Licensee, Licensor waives its right to seek equitable relief and Licensor's remedies shall be limited solely to an action for damages at law.

11. Licensee shall have the right to assign this agreement and all rights granted herein to any studio or network or other entity controlling, controlled by, or under common control with Licensee, or which acquires a substantial portion of Licensee's assets. Upon such assignment, Licensee shall have no further rights or liability under this agreement.

12. All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent by certified or registered mail, return receipt requested, addressed to the other party at the address first specified above.

13. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York applicable to agreements which are executed and fully performed within the State of New York. The parties agree that any legal proceeding of any nature brought by any party hereto shall be brought in a federal or state court of competent jurisdiction sitting within the state of New York. The parties hereto expressly submit to the jurisdiction of any such court and agree to accept service of process in accordance with the provision herein for the giving of notice, and waive any jurisdictional or venue and/or forum non conveniens defenses otherwise available.

14. In any action under this Agreement or to collect damages caused by any breach of this Agreement, the prevailing party shall be entitled to recover its costs including without limitation reasonable attorneys' fees.

15. No waiver by either party of any breach by the other of any of the terms or conditions of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.

16. The provisions herein constitute the entire understanding between the parties hereto with respect to the subject matter hereof. No other agreements, or understandings, whether oral or written, shall be deemed to apply to the subject matter hereof, or the parties' relative rights and obligations with respect thereto. Any additions to or changes in this agreement shall be set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

AGREED TO AND ACCEPTED:
Archie Comic Publications, Inc.

AGREED TO AND ACCEPTED:
On the Cover Game Show, Inc.

By: _____
Its: _____

By: _____
Its: _____