



MEMORY LANE
MUSIC GROUP

LEADS: SPIDER MUSIC, LLC | MEMORY LANE MUSIC, LLC | WORK: PENCIL MARK MUSIC, LLC | L.A. BOY FOUR MUSIC, LLC

SYNCHRONIZATION LICENSE

Dated: March 13, 2009

BETWEEN

MEMORY LANE MUSIC GROUP LLC
obo Pencil Mark Music
501 Seventh Ave., Ste. 512
New York, NY 10018
(hereinafter referred to as "Licensor")

AND

NINA PALEY PRODUCTIONS, LLC
81 Bedford St., #4D
New York, NY 10014
(hereinafter referred to as "Licensee")

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PRODUCTION:	"SITA SINGS THE BLUES"
COMPOSITION:	"MEAN TO ME" (Fred Ahlert/Roy Turk)
ADMINISTRATIVE SHARE:	27.5%
TERRITORY:	United States, its territories and possessions, the British Reversionary Territories and Canada (19.25% of the world).
DESCRIPTION OF USE:	One (1), Visual Vocal Use at 03:12
LICENSE MEDIA:	All Media now known or hereafter devised including theatrical, all forms of television, home video (including DVD and download), in-context trailers and promotions (excluding so-called "making-ofs" and "featurettes).
TERM:	Perpetuity
FEE:	1) \$673.75 (pro-rata share of \$3500.00) initial fee plus an additional \$673.75 (pro-rata share of \$3500.00) at every \$1 million world-wide box office gross reached (as reported in Daily Variety) up to \$5 million; 2) \$144.37 (pro-rata share of \$750.00) for every 5,000 home video units sold.



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PRODUCER:

Nina Paley Productions, LLC
81 Bedford St., #4D
New York, NY 10014

PUBLISHER:

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