



ALL MEDIA LICENSE

Licensors: Songwriters Guild of America
o/b/o Oscar Levant Music
209 Tenth Avenue South, Suite 321
Nashville, TN 37203

Licensee: Nina Paley Productions, LLC
81 Bedford Street, #4D
New York, NY 10014

Composition: "If You Want The Rainbow"
Composers: Oscar Levant, Billy Rose, Mort Dixon
Publisher: Oscar Levant Music (ASCAP)
Use: Visual Vocal
Timing: Up to one (1) full use

1. In consideration of the sum of (all on a most favored nations basis with the Composition's co-publishers and the master recording):
 - a) **\$583.33** (our pro-rata share of \$3,500.00 [100%]) dollars due upon execution of this agreement;
 - b) **\$583.33** (our pro-rata share of \$3,500.00 [100%]) dollars due for every \$1million earned theatrically worldwide up to and including \$5million;
 - c) **\$125.00** (our pro-rata share of \$750.00 [100%]) dollars due for every five thousand (5,000) home video units sold (including DVD and download sales);

Licensors grants to Licensee the non-exclusive and irrevocable right to exhibit the Composition in synchronization or time-relation with a single program (the "Program") presently entitled "**Sita Sings The Blues**" in all media and devices now known or hereafter devised, subject to all the terms and conditions herein provided.

2. The territory covered in this license is **33.33% of the United States** (fees calculated based on a worldwide territory).
3. This license is for a period of **perpetuity commencing on the date of first release**.
4. Television performance of the Composition, in the exhibition of said Program, is subject to the condition that each television station over which the aforesaid musical Composition is to be so performed shall have a performance license issued by Licensors or from a person, firm, corporation, society, association or other entity having the legal right to issue such performance license.
5. No sound records produced to this license are to be manufactured, sold, and/or used separately of said Program.

6. This license does not include any right of authority to:
 - a) make any changes in the original lyrics or in the fundamental character of the music of the Composition;
 - b) use the title or subtitle of the Composition as the title of the Work;
 - c) use the story of the Composition; or
 - d) make any other use of the Composition not expressly authorized herein.
7. All rights not herein specifically granted are reserved by Licensor.
8. Upon Home Video release Licensee shall furnish to Licensor at no charges to Licensor two (2) units of the Work to be shipped, at Licensee's expense, to the following destination: Songwriters Guild of America, 209 Tenth Avenue South, Suite 321, Nashville TN 37203, Attn: Licensing.
9. Licensor warrants only that it has the right to grant this license, and this license is given and accepted without any other representation, warranty or recourse, express or implied, except for Licensor's agreement to repay the consideration paid for this license if the aforesaid warranty should be breached. In no event shall the total liability of Licensor exceed the total amount of consideration received by it hereunder.
10. Licensee shall have the power and authority to assign its rights and obligations under this license to any party whatsoever without Licensor's consent provided further that any disposition of any film or video tape embodying the Program or any prints thereof shall be subject to all of the terms hereof.. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

11. This agreement sets forth the entire understanding of the parties hereto with respect to the subject matter thereof, may not be altered or amended without an express written instrument to such effect accepted by Licensor and shall be governed and construed by and under the laws of the State of New York.

Date of issue: February 3, 2009

Nina Paley Productions, LLC
Accepted and agreed:

Songwriters Guild of America
o/b/o Oscar Levant Music
Federal I.D. # 13-1328200

By

Print

NINA PALEY

Title DIRECTOR

Date FEB 18, 2009

By

Print

JOE WHITT

Title DIRECTOR OF OPERATIONS

Date MAR 19 2009