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 14 MIRAMAX, LLC

15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17 MIRAMAX, LLC,

18 Plaintiff,

19 vs.

20 QUENTIN TARANTINO; VISIONA
 21 ROMANTICA, INC.; and DOES 1–50,

22 Defendants.

Case No. _____

COMPLAINT FOR

- 1. **BREACH OF CONTRACT**
 - 2. **COPYRIGHT INFRINGEMENT**
 - 3. **TRADEMARK INFRINGEMENT**
 - 4. **UNFAIR COMPETITION**
- DEMAND FOR JURY TRIAL**

1 1. Eager to cash in on the non-fungible token (“NFT”) boom, as widely
2 reported in the media, Quentin Tarantino recently announced plans to auction off
3 seven “exclusive scenes” from the 1994 motion picture *Pulp Fiction* in the form of
4 NFTs. According to the official website for the sale, <https://tarantinonfts.com/>,
5 “[t]he collection holds secrets from Pulp Fiction,” and “[e]ach NFT contains one or
6 more previously unknown secrets of a specific iconic scene from Pulp Fiction.” The
7 “privileged” purchasers “will get a hold of those secrets.”

8 2. Tarantino kept his Pulp Fiction NFT plans secret from Miramax, his
9 long-time financier and collaborator on multiple critically and commercially
10 successful films, including *Pulp Fiction*, *Jackie Brown*, and *Kill Bill: Volumes 1*
11 *and 2*. He made no efforts to contact Miramax prior to his coordinated press
12 campaign, despite having what were likely extensive negotiations with third parties
13 to develop and sell the NFTs.

14 3. The fact that Tarantino kept Miramax out of the loop is particularly
15 problematic because he granted and assigned nearly all of his rights to *Pulp Fiction*
16 (and all its elements in all stages of development and production) to Miramax in
17 1993, including the rights necessary for the “secrets from Pulp Fiction” that he
18 intends to sell. Tarantino’s limited “Reserved Rights” under the operative
19 agreements are far too narrow for him to unilaterally produce, market, and sell the
20 Pulp Fiction NFTs.

21 4. Upon learning of Tarantino’s plan, Miramax sent him a cease and desist
22 letter setting forth, in great detail, Tarantino’s disregard of Miramax’s broad rights
23 to *Pulp Fiction*. Wrongly claiming that his narrow Reserved Rights are sufficient,
24 Tarantino remains undeterred and has refused to comply with Miramax’s demands
25 to cancel the sale of Pulp Fiction NFTs.

26 5. Days after being told to cease and desist, Tarantino’s initial plans to sell
27 NFTs relating to Miramax’s intellectual property intensified and expanded.
28 According to a promotional Twitter account for the sale, @TarantinoNFTs, the Pulp

1 Fiction NFTs, which will include scans of some pages of the *Pulp Fiction* script,
2 will be sold in December 2021, and Tarantino will also sell “the Artifacts Collection
3 of up to ten iconic props from Tarantino’s films,” including “one from Pulp
4 Fiction.” The account is using an animated scene from another Miramax film, *Kill
5 Bill: Vol. 2*, as well as unauthorized images and graphics from or relating to *Pulp
6 Fiction*, to promote the sale.

7 6. Tarantino’s conduct has forced Miramax to bring this lawsuit against a
8 valued collaborator in order to enforce, preserve, and protect its contractual and
9 intellectual property rights relating to one of Miramax’s most iconic and valuable
10 film properties. Left unchecked, Tarantino’s conduct could mislead others into
11 believing Miramax is involved in his venture. And it could also mislead others into
12 believing they have the rights to pursue similar deals or offerings, when in fact
13 Miramax holds the rights needed to develop, market, and sell NFTs relating to its
14 deep film library.

15 **THE PARTIES**

16 7. Plaintiff Miramax, LLC is a Delaware limited liability company with
17 its principal place of business in Los Angeles, California.

18 8. Defendant Quentin Tarantino, upon information and belief, is a United
19 States citizen who currently resides in Israel. On information and belief, Tarantino
20 owns a home and multiple businesses within Los Angeles, California, including the
21 New Beverly Cinema and the Vista Theatre.

22 9. Defendant Visiona Romantica, Inc. is a California corporation with its
23 principal place of business in Los Angeles, California. On information and belief,
24 during all relevant times, Tarantino acted as an authorized agent of Visiona
25 Romantica, Inc., which is his loan-out corporation and of which he is the founder
26 and CEO.

27 10. The true names and capacities, whether individual, corporate, associate,
28 or otherwise, of DOES 1 through 50, inclusive, are unknown to Miramax, who

1 therefore sues said Defendants by such fictitious names and will ask leave to amend
2 the Complaint to show their true names and capacities when they have been
3 ascertained. Miramax is informed and believes and thereon alleges that each of the
4 Defendants designated herein as DOE is responsible in some manner for the events
5 and happenings referred to in this Complaint.

6 **JURISDICTION AND VENUE**

7 11. This Court has subject matter jurisdiction over Miramax's federal
8 copyright infringement, trademark infringement, and unfair competition claims
9 pursuant to 28 U.S.C. §§ 1331, 1338(a), 17 U.S.C. § 501(b), and 15 U.S.C. §1121,
10 and supplemental jurisdiction over Miramax's breach of contract claim relating to
11 and arising from the same set of facts as Miramax's federal claims pursuant to 28
12 U.S.C. § 1367.

13 12. This Court has personal jurisdiction over Quentin Tarantino given both
14 Tarantino's continuous and systematic affiliations with the forum state, including
15 his ownership interests in a home and multiple businesses, and his specific conduct
16 at issue in this lawsuit. Tarantino also consented to personal jurisdiction of this
17 Court pursuant to the June 23, 1993 Original Rights Agreement. *See* ¶¶ 19-22; Ex.
18 A (Original Rights Agreement), ¶ 29.

19 13. This Court has personal jurisdiction over Visiona Romantica, Inc.
20 because it is incorporated in California and has an office located at 11812 San
21 Vicente Boulevard, 4th Floor, Los Angeles, California, 90049.

22 14. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) because Defendants
23 are both subject to personal jurisdiction within this district, and because a substantial
24 part of the events giving rise to Miramax's claims occurred here.

25 **TARANTINO'S GRANT OF RIGHTS TO MIRAMAX**

26 15. Miramax is a global film and television studio best known for its award-
27 winning and original content.
28

1 16. Miramax’s unrivaled library of more than 700 titles has received 278
2 Academy Award® nominations and 68 Oscars®, including four Best Picture
3 awards. Miramax’s *Pulp Fiction* (1994) is one of the most influential films in
4 history.

5 17. *Pulp Fiction* won the prestigious Palme d’Or at the 1994 Cannes Film
6 Festival. The film went on to gross over \$213,000,000 at the worldwide box office
7 (which would be hundreds of millions of dollars more, if adjusted for inflation), and
8 garnered widespread critical acclaim in the process. *Pulp Fiction* was Miramax’s
9 first major release following the independent studio’s acquisition by Disney, and
10 Miramax’s success in developing, marketing, and distributing *Pulp Fiction* was a
11 watershed moment for independent films and spawned countless imitators eager to
12 replicate Miramax’s results.

13 18. *Pulp Fiction* was written and directed by Quentin Tarantino, and
14 produced by Lawrence Bender, in collaboration with Brown 25 Productions, Inc.
15 (“B25 Productions”).

16 19. Effective as of June 23, 1993, Tarantino and Bender entered into an
17 agreement (the “Original Rights Agreement”) with Miramax Film Corp.,
18 predecessor in interest to Miramax,¹ “relating to the production and financing” of
19 *Pulp Fiction* “and the acquisition by Miramax of the Film.” See Ex. A (Original
20 Rights Agreement).

21 20. Under the Original Rights Agreement, Tarantino and Bender granted to
22 Miramax, in exchange for valuable consideration, in perpetuity throughout the
23 universe, “all rights (including all copyrights and trademarks) in and to the Film
24 (and all elements thereof in all stages of development and production) now or
25 hereafter known including without limitation the right to distribute the Film in all
26 media now or hereafter known (theatrical, non-theatrical, all forms of television,
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28 ¹ The Complaint refers to both Miramax entities as “Miramax,” as Miramax, LLC acquired the rights at issue from Miramax Film Corp. through a series of transactions.

1 home video, etc.),” excluding only a limited set of “Reserved Rights” which were
2 reserved to Tarantino as an individual. Ex. A, ¶¶ 2-4.

3 21. Tarantino’s Reserved Rights were limited to the “soundtrack album,
4 music publishing, live performance, print publication (including without limitation
5 screenplay publication, ‘making of’ books, comic books and novelization, in audio
6 and electronic formats as well, as applicable), interactive media, theatrical and
7 television sequel and remake rights, and television series and spinoff rights.” *Id.*,
8 ¶ 2. Those Reserved Rights were further “subject to restrictions set forth
9 elsewhere” in the Original Rights Agreement, including Miramax’s rights of first
10 negotiation and last matching rights with respect to certain deals. *Id.*, ¶¶ 2, 9.

11 22. While Miramax’s rights include “all rights . . . now or hereafter known
12 . . . in all media now or hereafter known,” Tarantino’s Reserved Rights, which are
13 a narrowly-drafted, static exception to Miramax’s broad, catch-all rights, do not
14 contain any forward-looking language. Tarantino’s Reserved Rights do not
15 encompass any rights or media that were not known at the time of the Original
16 Rights Agreement.

17 23. As of July 10, 1993, Tarantino and B25 Productions entered into a letter
18 agreement regarding *Pulp Fiction* (the “B25 Agreement”), under which Tarantino
19 granted B25 Productions the right to acquire certain of his rights “in, to, and
20 underlying the original screenplay.” *See* Ex. B (B25 Agreement). Pursuant to the
21 Original Rights Agreement, this transfer required Miramax’s consent.

22 24. In a letter to Tarantino’s counsel also dated as of July 10, 1993,
23 Miramax consented to Tarantino’s “transfer of certain rights” pursuant to the B25
24 Agreement, subject to the conditions that “nothing contained in the [B25
25 Agreement] shall diminish or derogate from the rights granted to Miramax under
26 the [Original Rights Agreement],” and “[i]n the event of any conflict between the
27 [B25 Agreement] and the [Original Rights Agreement], the [Original Rights
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1 Agreement] shall control.” See Ex. C (Miramax Limited Consent Letter). Neither
2 Tarantino nor Tarantino’s counsel refuted or rejected Miramax’s letter.

3 25. Tarantino, Bender, B25 Productions, and Miramax also signed a letter
4 agreement written by B25 Productions (the “B25 Productions Letter”),
5 acknowledging that the rights granted by Tarantino to B25 Productions in the B25
6 Agreement “are not inconsistent with the rights granted by Tarantino to Miramax
7 under the [Original Rights Agreement].” See Ex. D (B25 Productions Letter), ¶ 2.
8 The B25 Productions Letter also acknowledged that upon delivery of *Pulp Fiction*
9 and Miramax Films’ related payment, Miramax would “acquire all of [B25
10 Productions’] rights in and to the Picture (other than any rights [B25 Productions]
11 may have in any Tarantino Reserved Rights)” *Id.*, ¶ 4.

12 26. Notwithstanding the B25 Productions Letter, on July 15, 1993,
13 Tarantino executed a notarized assignment (the “Tarantino-Miramax Assignment”)
14 dated as of June 23, 1993, for the benefit of Miramax, in which Tarantino assigned
15 to Miramax the:

16 sole and exclusive right under copyright, trademark or otherwise to
17 distribute, exhibit and otherwise exploit all rights (other than the
18 [Tarantino Reserved Rights]) in and to the motion picture entitled
19 “Pulp Fiction” (the “Work”) (and all elements thereof in all stages
20 of development and production) now or hereafter known including,
21 without limitation, the right to distribute the Work in all media now
or hereafter known (theatrical, non-theatrical, all forms of television
and “home video”) in perpetuity, throughout the Universe, as more
particularly set forth and upon and subject to the terms and
conditions in [the Original Rights Agreement].

22 Ex. E (Tarantino-Miramax Assignment).

23 27. Under the Tarantino-Miramax Assignment, Tarantino also agreed “to
24 secure or cause to be secured all United States copyrights in and to the Work,
25 including renewals thereof, if applicable, and hereby assigns the rights under said
26 renewal copyrights to [Miramax]” *Id.* The Tarantino-Miramax Assignment
27 was recorded with the U.S. Copyright Office on August 6, 1993 as document
28 number V2917P169.

1 28. Consistent with the Original Rights Agreement, in the Tarantino-
2 Miramax Assignment, Tarantino again reserved rights only to the “soundtrack
3 album, music publishing, live performance, print publication (including, without
4 limitation, screenplay publication, ‘making of’ books, comic books and
5 novelization, in audio and electronic formats as well, as applicable), interactive
6 media, theatrical and television sequel and remake rights, and television series and
7 spinoff rights.” *Id.*

8 29. On September 3, 1993, despite having already assigned to Miramax sole
9 and exclusive rights to *Pulp Fiction* (other than his Reserved Rights) under the
10 Original Rights Agreement and the Tarantino-Miramax Assignment, Tarantino
11 purported to assign to B25 Productions, in a Short-Form Assignment Agreement
12 executed only by Tarantino (the “Void Tarantino-B25 Assignment”) “all rights
13 (other than [Tarantino’s Reserved Rights] and those certain distribution rights in the
14 motion picture project currently entitled ‘Pulp Fiction’ . . . granted to Miramax Film
15 Corp.) . . . in, to, and underlying the original screenplay” Ex. F (Void
16 Tarantino-B25 Assignment). Miramax was not involved with the Void Tarantino-
17 B25 Assignment in any way, and did not consent to it.

18 30. On September 27, 1993, B25 Productions executed a notarized Notice,
19 dated as of September 20, 1993, acknowledging the terms of the Original Rights
20 Agreement and Miramax’s broad rights under it.

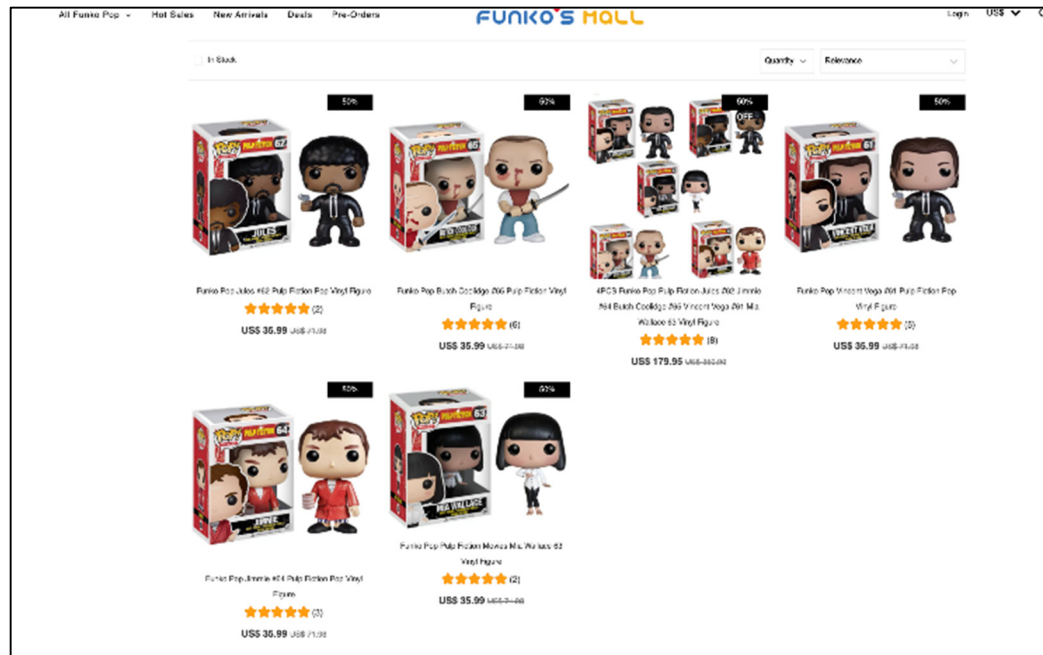
21 31. In addition to the rights Miramax acquired from Tarantino in the
22 Original Rights Agreement and the Tarantino-Miramax Assignment, as of July 1,
23 1994, B25 Productions executed an Instrument of Transfer granting to Miramax “all
24 rights of any kind and nature whatsoever in all media (other than [Tarantino’s
25 Reserved Rights]), in and to the theatrical motion picture currently entitled ‘PULP
26 FICTION’ (the ‘Picture’) and as further specified in [the Original Rights
27 Agreement, as amended] . . . for any and all media and by any means whether now
28 known or hereafter devised throughout the entire universe” (the “B25 Instrument of

1 Transfer”), which was recorded with the U.S. Copyright Office on July 14, 1994 as
 2 Document Number V3005P270.

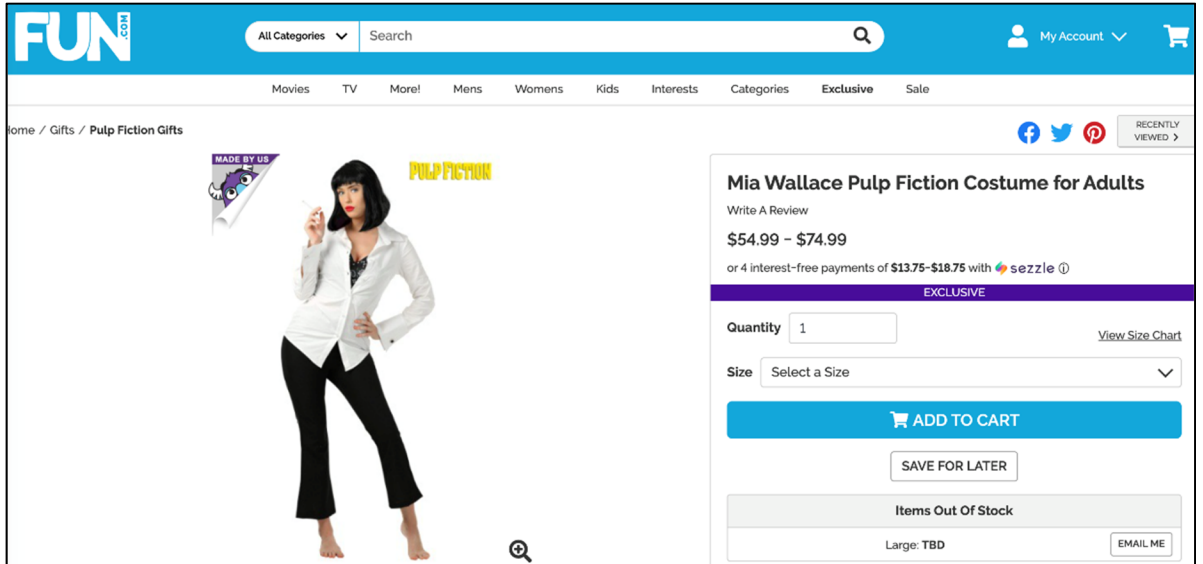
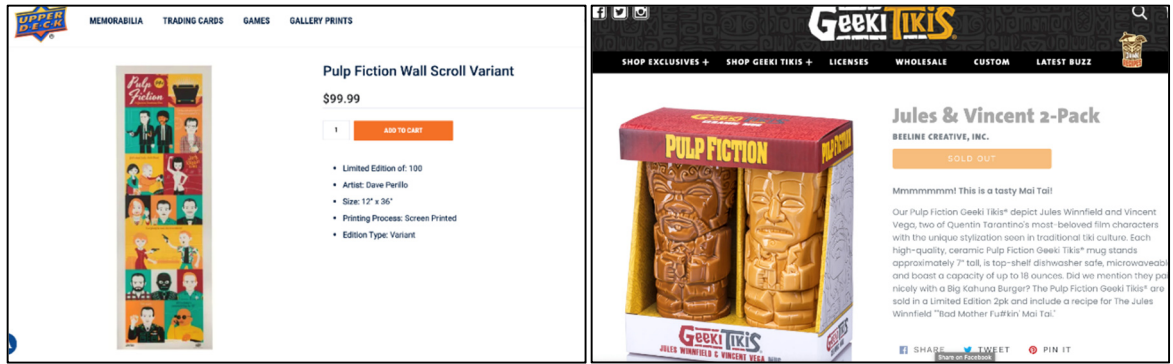
3 32. Having completed its purpose of producing *Pulp Fiction*, delivering the
 4 film to Miramax, and assigning to Miramax all of B25 Productions’ rights relating
 5 to *Pulp Fiction* and all its elements in all stages of development and production
 6 (including, without limitation, all versions of the screenplay), excluding Tarantino’s
 7 Reserved Rights, B25 Productions was dissolved on January 8, 1996.

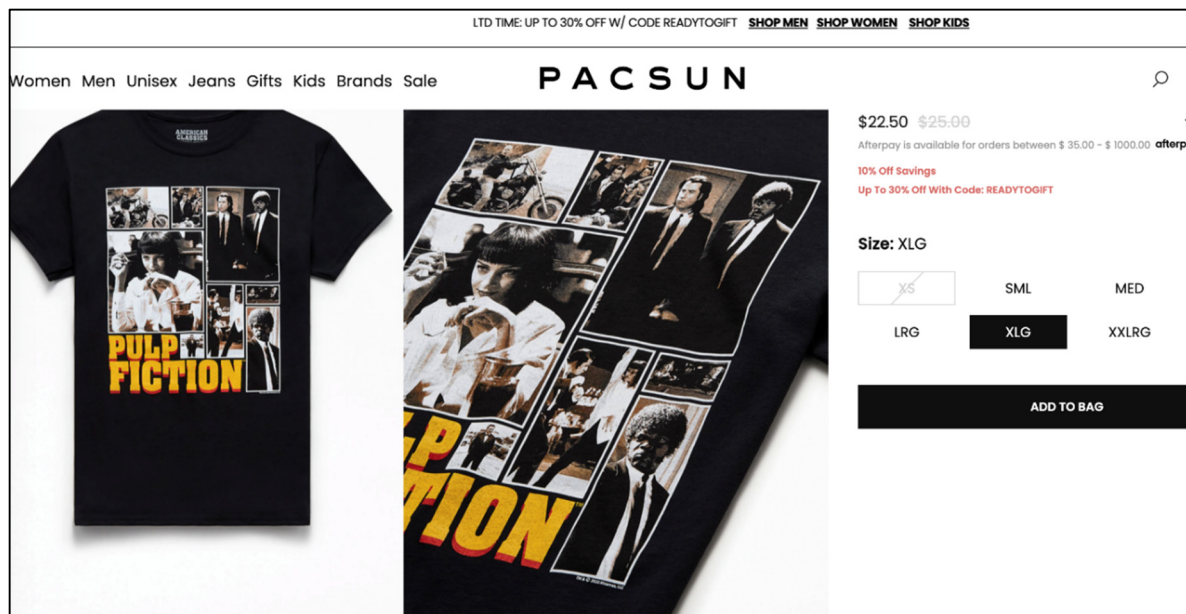
8 33. Among its broad rights to *Pulp Fiction*, Miramax owns various
 9 registered and unregistered trademark rights in the name “PULP FICTION,”
 10 including, without limitation, a United States registered trademark with Serial
 11 Number 85883773 and Registration Number 5581017 (the “Pulp Fiction Mark”),
 12 as well as the valid and subsisting United States copyrights registered with the U.S.
 13 Copyright Office with Registration Numbers PA0000704507 and VA0001224051.

14 34. In line with these rights, Miramax has continuously used the Pulp
 15 Fiction Mark in commerce throughout the United States in connection with the sale,
 16 marketing, advertising, and promotion of a wide array of goods relating to *Pulp*
 17 *Fiction*. Examples include the following:



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TARANTINO'S INFRINGING CONDUCT

35. On November 2, 2021, Secret Network (a.k.a. SCRT Labs) issued a press release² (the "Press Release") announcing that Tarantino "will auction off 7 uncut Pulp Fiction Scenes as Secret NFTs."

36. An NFT (or non-fungible token) is a unique, non-fungible digital asset recorded on a blockchain (a type of distributed ledger) that can, as in the case of the Pulp Fiction NFTs, represent and certify its owner's right to, and enable its owner to, access specific digital content associated with the NFT.

37. Despite the sweeping rights granted to Miramax under the Original Rights Agreement, the Tarantino-Miramax Assignment, and the B25 Instrument of Transfer, Tarantino did not consult Miramax regarding his sale of the Pulp Fiction NFTs.

38. The Press Release also noted that the initial auctions would "occur on OpenSea, the world's largest NFT marketplace" and described the Pulp Fiction NFTs as containing "one-of-a-kind" content that had "never been seen or heard before, . . . includ[ing]: the uncut first handwritten scripts of 'Pulp Fiction' and

² <https://www.globenewswire.com/news-release/2021/11/02/2325448/0/en/Quentin-Tarantino-Revealed-as-Iconic-Artist-Behind-First-Ever-Secret-NFTs-Showcasing-Never-Before-Seen-Work-Revealed-Only-to-NFT-Owner.html>

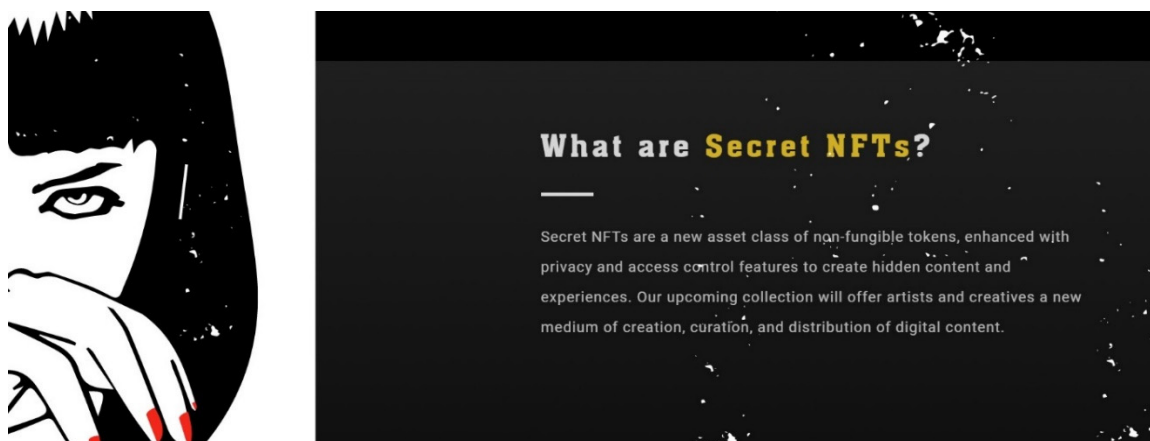
1 exclusive custom commentary from Tarantino, revealing secrets about the film and
2 its creator.” Moreover, according to the Press Release, even “[t]he public metadata
3 of the NFT – the ‘front cover’ of this exclusive content – is rare in its own right.”
4 In other words, each of the seven Pulp Fiction NFTs would be “a unique, never-
5 before-seen, public-facing work of art.”

6 39. Tarantino publicly expressed his excitement around the Pulp Fiction
7 NFTs, and was quoted in the Press Release as being “excited to be presenting these
8 exclusive scenes from PULP FICTION to fans.” He also reportedly announced the
9 Pulp Fiction NFTs at the NFT.NYC crypto-art conference in New York City on
10 November 2, 2021.³ The substance of the Press Release and Tarantino’s
11 announcement were widely reported in the media.

12 40. In collaboration with SCRT Labs, Tarantino established a website
13 promoting the Pulp Fiction NFTs: <https://tarantinonfts.com/> (the “Website”). The
14 promotional website prominently uses the film’s name, “Pulp Fiction,” and uses
15 unauthorized images of characters from the film: Jules Winnfield (played by Samuel
16 L. Jackson), Vincent Vega (played by John Travolta), and Mia Wallace (played by
17 Uma Thurman).



28 ³ <https://news.artnet.com/art-world/quentin-tarantino-is-minting-seven-pulp-fiction-scenes-as-nfts-that-will-reveal-secrets-about-his-vision-for-the-film-2029816>



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41. According to the Website, “[t]he collection holds secrets from Pulp Fiction, one of the most influencing artworks of the ’90s. Each NFT contains one or more previously unknown secrets of a specific iconic scene from Pulp Fiction. The privileged person who will purchase one of these few and rare NFTs will get a hold of those secrets and a glimpse into the mind and the creative process of Quentin Tarantino.” The site notes that Tarantino “is enamored with Pulp Fiction – a timeless creation, and as such wanted to give the public a new glimpse into the iconic scenes of the film.”

42. In short, Defendants seek to capitalize, unilaterally, on Miramax’s rights to *Pulp Fiction*. Defendants’ infringing acts have caused and are likely to cause confusion, mistake, and deception among the relevant consuming public as to the source of the Pulp Fiction NFTs, and have deceived and are likely to deceive the relevant consuming public into believing, mistakenly, that the Pulp Fiction NFTs originate from, are associated or affiliated with, or are otherwise authorized by Miramax.

TARANTINO’S REFUSAL TO STOP THE UNLAWFUL CONDUCT

43. On November 4, 2021, Miramax sent a cease and desist letter to Tarantino asserting, *inter alia*, Miramax’s rights (subject only to Tarantino’s Reserved Rights) in *Pulp Fiction*, including, without limitation, all versions of the screenplay (including all scenes and elements thereof, regardless of whether they were filmed and/or incorporated into the film) (the “Cease & Desist Letter”). The

1 Cease & Desist Letter also put Tarantino on notice that his purported licensing of
2 rights to develop and sell the Pulp Fiction NFTs constitutes a material breach of the
3 Original Rights Agreement, as well as copyright infringement.

4 44. In the Cease & Desist Letter, Miramax demanded that Tarantino (i)
5 immediately discontinue and terminate any and all efforts to offer and/or make
6 available for sale and/or sell any Pulp Fiction NFTs or any other elements of *Pulp*
7 *Fiction*, (ii) to the extent that Tarantino has entered into any agreement therefor,
8 that it be immediately withdrawn and terminated, and (iii) issue a public statement
9 that the previously announced launch and sale of the Pulp Fiction NFTs is cancelled
10 and will not proceed. The Cease & Desist Letter also demanded that Tarantino
11 provide a copy of any agreement(s) entered into by Tarantino relating to the sale of
12 the Pulp Fiction NFTs and confirmation of their termination.

13 45. The next day, Tarantino's counsel emailed Miramax, confirming
14 several statements from the Press Release, namely, that the Pulp Fiction NFTs
15 would be a "collection consisting of 7 NFTs, each containing a high-resolution
16 digital scan of Quentin's original handwritten screenplay pages for a single scene
17 from his screenplay for Pulp Fiction."

18 46. According to Tarantino's counsel, there would be "no other
19 embellishment or additions to the actual screenplay scans themselves." However,
20 each NFT will include a "drawing that will be inspired by some element from the
21 scene." Tarantino's counsel has contended that Tarantino was acting within his
22 "Reserved Rights," specifically the right to "screenplay publication" (which is
23 written in the definition of Tarantino's Reserved Rights as a subset of his "print
24 publication" Reserved Right). However, the proposed sale of a few original script
25 pages or scenes as an NFT is a one-time transaction, which does not constitute
26 publication, and in any event does not fall within the intended meaning of "print
27 publication" or "screenplay publication." The right to sell NFTs of such excerpts
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1 of any version of the screenplay to *Pulp Fiction* is owned and controlled by
2 Miramax.

3 47. Days after being told to cease and desist, Tarantino’s plans to sell NFTs
4 relating to Miramax’s intellectual property intensified and expanded. On November
5 11, 2021, a Twitter account for the sale—@TarantinoNFTs—announced, with
6 unauthorized images of characters from *Pulp Fiction*, that the *Pulp Fiction* NFTs
7 will be sold in December 2021, and that Tarantino will also sell “the Artifacts
8 Collection of up to ten iconic props from Tarantino’s films,” including “one from
9 *Pulp Fiction*.”

10 48. In a tweet claiming that the Artifacts Collection “is curated and directed
11 by” Tarantino, the account uses an animated scene from a different Miramax film,
12 *Kill Bill: Vol. 2*, depicting the character Pai Mei (played by Gordon Liu).



25 49. In another tweet, @TarantinoNFTs promotes the sale of *Pulp Fiction*’s
26 “Royale with Cheese” scene,” using a fake *Pulp Fiction* VHS tape with
27 unauthorized imagery from the film.
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50. As of the date of filing of this Complaint, the media continues to report Tarantino’s impending release of the *Pulp Fiction* NFTs, and Tarantino and Tarantino’s counsel have not complied with the Cease & Desist Letter’s demands, necessitating the filing of this lawsuit. Tarantino’s conduct may mislead other creators into believing they have rights to exploit Miramax films through NFTs and other emerging technologies, when in fact Miramax holds those rights for its films.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

51. Miramax repeats and realleges paragraphs 1 through 50 hereof, as if fully set forth herein.

52. Pursuant to the Original Rights Agreement and the subsequent Tarantino-Miramax Assignment, Tarantino, in exchange for valuable consideration, granted and assigned to Miramax in perpetuity throughout the universe, “all rights (including all copyrights and trademarks) in and to the Film (and all elements

1 thereof in all stages of development and production) now or hereafter known
2 including without limitation the right to distribute the Film in all media now or
3 hereafter known (theatrical, non-theatrical, all forms of television, home video,
4 etc.),” excluding only a limited set of Tarantino’s “Reserved Rights.”

5 53. Those grants and assignments prohibit Defendants from exploiting or
6 licensing those same rights to develop and sell the Pulp Fiction NFTs. Miramax
7 has been damaged and will continue to sustain damages from Defendants’
8 exploitation of rights to *Pulp Fiction* that belong to Miramax. Defendants’ conduct
9 in connection with the development and sale of the Pulp Fiction NFTs is a
10 substantial factor in causing Miramax’s harm.

11 **SECOND CLAIM FOR RELIEF**

12 **(Copyright Infringement Under 17 U.S.C. § 501)**

13 54. Miramax repeats and realleges paragraphs 1 through 53 hereof, as if
14 fully set forth herein.

15 55. The finished motion picture *Pulp Fiction* and all elements thereof in all
16 stages of development and production are all original works containing
17 copyrightable subject matter for which copyright protection exists under the
18 Copyright Act, 17 U.S.C. § 101, et. seq. Except for Tarantino’s limited set of
19 Reserved Rights, Miramax is the exclusive owner of rights under copyright in and
20 to the motion picture *Pulp Fiction*, and all elements thereof in all stages of
21 development and production. Miramax owns copyrights in and to *Pulp Fiction*
22 (and, pursuant to the Original Rights Agreement and the Tarantino-Miramax
23 Assignment, “all elements thereof in all stages of development and production”),
24 including, without limitation, the registered United States copyrights thereto with
25 U.S. Copyright Office registration numbers PA0000704507 and VA0001224051,
26 and the copyrights assigned to Miramax in the Tarantino-Miramax Assignment and
27 the B25 Instrument of Transfer, which are recorded with the U.S. Copyright Office
28 as document numbers V2917P169 and V3005P270, respectively.

1 56. Through Defendants’ conduct alleged herein, including Defendants’
2 sale of rights relating to *Pulp Fiction*, and preparation and reproduction of derivative
3 works based on *Pulp Fiction* without Miramax’s permission, Defendants have
4 directly infringed Miramax’s exclusive rights in *Pulp Fiction* and the elements
5 thereof in violation of Section 501 of the Copyright Act, 17 U.S.C. § 501.

6 57. Defendants’ infringing conduct alleged herein was and continues to be
7 willful and with full knowledge of Miramax’s rights relating to *Pulp Fiction*, and
8 has enabled Defendants illegally to obtain profit therefrom.

9 58. As a direct and proximate result of Defendants’ infringing conduct
10 alleged herein, Miramax has been harmed and is entitled to damages in an amount
11 to be proven at trial. Pursuant to 17 U.S.C. § 504(b), Miramax is also entitled to
12 recovery of Defendants’ profits attributable to Defendants’ infringing conduct
13 alleged herein, including from any and all sales of products incorporating or
14 embodying the copyrighted work, and an accounting of and a constructive trust with
15 respect to such profits.

16 59. Alternatively, Miramax is entitled to the maximum statutory damages
17 pursuant to 17 U.S.C. § 504(c) for Defendants’ willful infringing conduct, and for
18 such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

19 60. As a direct and proximate result of the Defendants’ infringing conduct
20 alleged herein, Miramax has sustained and will continue to sustain substantial,
21 immediate, and irreparable injury, for which there is no adequate remedy at law.
22 On information and belief, unless Defendants’ infringing conduct is enjoined by this
23 Court, Defendants will continue to infringe the copyrighted work. Miramax
24 therefore is entitled to permanent injunctive relief restraining and enjoining
25 Defendants’ ongoing infringing conduct.
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27
28

1 **THIRD CLAIM FOR RELIEF**

2 **(Trademark Infringement Under 15 U.S.C. § 1114)**

3 61. Miramax repeats and realleges paragraphs 1 through 60 hereof, as if
4 fully set forth herein.

5 62. Defendants' unauthorized use of the Pulp Fiction Mark alleged herein
6 is likely to deceive consumers as to the origin, source, sponsorship, or affiliation of
7 the Pulp Fiction NFTs, and is likely to cause consumers to believe, contrary to fact,
8 that the Pulp Fiction NFTs are sold, authorized, endorsed, or sponsored by
9 Miramax, or that Defendants are in some way affiliated with or sponsored by
10 Miramax. Defendants' conduct therefore constitutes trademark infringement in
11 violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

12 63. Upon information and belief, Defendants have committed the foregoing
13 acts of infringement with full knowledge of Miramax's prior rights in the Pulp
14 Fiction Mark and with the willful intent to cause confusion and trade on Miramax's
15 goodwill.

16 64. Defendants' conduct is causing immediate and irreparable harm and
17 injury to Miramax, and to its goodwill and reputation, and will continue to both
18 damage Miramax and confuse the public unless enjoined by this court. Miramax
19 has no adequate remedy at law.

20 65. Miramax is entitled to, among other relief, injunctive relief and an
21 award of actual damages, Defendants' profits, enhanced damages and profits,
22 reasonable attorneys' fees, and costs of the action under Sections 34 and 35 of the
23 Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-
24 judgment interest.

25 **FOURTH CLAIM FOR RELIEF**

26 **(Unfair Competition Under 15 U.S.C. § 1125(a))**

27 66. Miramax repeats and realleges paragraphs 1 through 65 hereof, as if
28 fully set forth herein.

1 67. Defendants’ unauthorized use of the Pulp Fiction Mark alleged herein
2 is likely to deceive consumers as to the origin, source, sponsorship, or affiliation of
3 the Pulp Fiction NFTs, and is likely to cause consumers to believe, contrary to fact,
4 that the Pulp Fiction NFTs are sold, authorized, endorsed, or sponsored by
5 Miramax, or that Defendants are in some way affiliated with or sponsored by
6 Miramax.

7 68. Defendants’ unauthorized use in commerce of the Pulp Fiction Mark as
8 alleged herein constitutes use of a false designation of origin and misleading
9 description and representation of fact.

10 69. Upon information and belief, Defendants’ conduct as alleged herein is
11 willful and is intended to and is likely to cause confusion, mistake, or deception as
12 to the affiliation, connection, or association of Defendants with Miramax.

13 70. Defendants’ conduct as alleged herein constitutes unfair competition in
14 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

15 71. Defendants’ conduct is causing immediate and irreparable harm and
16 injury to Miramax, and to its goodwill and reputation, and will continue to both
17 damage Miramax and confuse the public unless enjoined by this court. Miramax
18 has no adequate remedy at law.

19 72. Miramax is entitled to, among other relief, injunctive relief and an
20 award of actual damages, Defendants’ profits, enhanced damages and profits,
21 reasonable attorneys’ fees, and costs of the action under Sections 34 and 35 of the
22 Lanham Act, 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-
23 judgment interest.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment ordering as follows:

Damages in an amount to be determined at trial, or (at Miramax’s election) the maximum allowable statutory damages and such other amounts as may be proper, together with prejudgment and post-judgment interest;

Declaratory relief that Defendants have breached their agreements with Miramax, infringed Miramax’s copyrights in and to *Pulp Fiction*, and infringed Miramax’s trademark rights in and to *Pulp Fiction*;

Injunctive relief preventing further violations of Miramax’s rights in and to *Pulp Fiction*;

Attorneys’ fees;

Miramax’s costs of suit; and

Such other relief as the Court may deem just.

Dated: November 16, 2021

PROSKAUER ROSE LLP
BART H. WILLIAMS
KYLE A. CASAZZA
SETH H. VICTOR
ALYSON C. TOCICKI

JEFFREY D. NEUBURGER
(applying for *pro hac vice*
admission)
WAI L. CHOY
(applying for *pro hac vice*
admission)

By: _____
/s/ Bart. H. Williams
Bart H. Williams

Attorneys for Plaintiff,
MIRAMAX, LLC

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial in the above-entitled action on all claims for relief for which plaintiff is entitled to a trial by jury.

Dated: November 16, 2021

PROSKAUER ROSE LLP
BART H. WILLIAMS
KYLE A. CASAZZA
SETH H. VICTOR
ALYSON C. TOCICKI

JEFFREY D. NEUBURGER
(applying for *pro hac vice*
admission)
WAIL. CHOY
(applying for *pro hac vice*
admission)

By: _____
/s/ Bart H. Williams
Bart H. Williams

Attorneys for Plaintiff,
MIRAMAX, LLC

Exhibit A

JUL-14-1993 17:23

JUL 02 '93 12:24AM MIRAMAX FILMS

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P14237

As of June 23, 1993

- VIA FAX: (310) 280-4411 - LB
- (310) 545-6184 - MS (h)
- (310) 859-4115 - MS (o)
- (310) 205-6990 - CG

Mike Simpson
 William Morris Agency
 151 El Camino Drive
 Beverly Hills, CA 90212

RE: PULP FICTION (the "Film")

Dear Mike:

When fully executed, the following will confirm the agreement of Quentin Tarantino ("Tarantino") and Lawrence Bender ("Bender") (Tarantino and Bender are collectively referred to herein as "Producer") on the one hand and Miramax Film Corp. ("Miramax") on the other relating to the production and financing of the Film and the acquisition by Miramax of the Film on the terms and conditions set forth below.

1. The Film: The motion picture PULP FICTION, to be produced by Producer in color, 35mm, in the English language, in the 2.35:1 aspect ratio conforming to the specifications set forth herein and containing the elements required hereunder.
2. Grant of Rights: The rights granted to Miramax herein are hereinafter referred to as the "Rights". Producer hereby grants to Miramax for the "Territory" and "Term" (both defined below) all rights (including all copyrights and trademarks) in and to the Film (and all elements thereof in all stages of development and production) now or hereafter known including without limitation the right to distribute the Film in all media now or hereafter known (theatrical, non-

theatrical, all forms of television, home video, etc.) but excluding only the following rights ("Reserved Rights") which are reserved to Tarantino: soundtrack album, music publishing, live performance, print publication (including without limitation screenplay publication, "making of" books, comic books and novelization, in audio and electronic formats as well, as applicable), interactive media, theatrical and television sequel and remake rights, and television series and spinoff rights. Exercise of certain of the Reserved Rights is subject to restrictions set forth elsewhere in this agreement. Tarantino shall have the right to use the title of the Film in connection with the exploitation of the Reserved Rights. For the purpose of this agreement, "interactive media" means any interactive device or mechanism, such as a computer game based on the Film, which may include literary or character elements used in the Film but shall not be a substantial replication or viewing of the Film. Interactive media rights, if not hereafter acquired by Miramax, shall be subject to a holdback to be negotiated in good faith, with a particular view to avoiding competition with home video. Miramax may publish for promotional purposes excerpts up to 7500 words from the screenplay on a not-for-sale basis.

3. Territory: Universe.

4. Term: Perpetuity.

5. Minimum Guarantee/Negative Cost: In consideration of the aforesaid grant of rights, Miramax agrees to pay on "Delivery" (defined below) an amount (the "Minimum Guarantee") equal to the lesser of the actual cost and 100% of the Film's "Approved Budget" (defined below), which in no event shall exceed \$10,000,000 including contingency, bond and the following items to be added hereafter to the budget previously submitted to and approved by Miramax: financing charges (including bank legal fees), interest, the TriStar rights payment in an amount not to exceed \$135,000 plus interest thereon and an amount not to exceed \$100,000 for overhead of Jersey Films allocated to the project by TriStar, and the reasonable cost of the administration and payment of all fees, expenses and taxes associated with maintaining and dissolving the shell production services entity until the earlier of its dissolution by Producer and six months after Delivery. Producer shall use best efforts to cause TriStar to reduce the Jersey Films overhead allocation. The payment of the Minimum Guarantee shall be secured either (at

Miramax's sole discretion) by a "bankable" letter of credit or a "bankable" corporate guarantee in the amount of the Approved Budget.

6. Cross Collateralization: All proceeds derived from the Rights in all parts of the Territory are fully cross collateralized.

7. Application of Gross Receipts: "Gross Receipts" from all sources other than U.S. home video shall mean all sums received by or credited to Miramax and earned from the exploitation of the Rights. "Gross Receipts" with respect to U.S. home video is defined in paragraph 11 hereof. Non-returnable sums shall be deemed earned when received by Miramax. Gross Receipts shall be applied as follows: First to the payment of Distribution Fees; next to the recoupment of Distribution Expenses; next to the recoupment of the Minimum Guarantee with interest thereon (charged at prime + 2 percentage points). The balance remaining (the "Back End") shall be split 50% to Producer and 50% to Miramax. Profit participations will be borne out of the Back End in accordance with paragraph 24 hereof.

8. Merchandising: Any item to be merchandised directly or indirectly by Miramax shall be pre-approved by Producer, such approval not to be unreasonably withheld. In the event Producer wants Miramax to enter into a merchandising agreement for any specific item, and Miramax refuses to do so, Producer shall be entitled to enter into such agreement (provided such agreement is not inconsistent with existing merchandising agreements which shall in any event not purport to extinguish Producer's rights under this paragraph) and receive the proceeds therefrom and Miramax shall be entitled to a 25% fee on Producer's non-refundable gross receipts from such exploitation.

9. Certain Reserved Rights/First and Last: Miramax shall have the right of first negotiation and last matching rights to any and all deals for soundtrack album, novelization, "making of" books and interactive media. If Miramax does not hereafter acquire those Reserved Rights, Miramax shall receive 25% of Tarantino's non-refundable gross receipts from third party deals for those Reserved Rights, but Miramax's 25% fee for such soundtrack album deals is limited as set forth below. If Tarantino makes a third party novelization or "making of" book deal in accordance herewith, the publisher of the novelization shall have a free license to

use artwork from the Film. As regards soundtrack albums, in the event Miramax is unable to match the creative elements that Tarantino designates (in Tarantino's sole discretion subject to good faith consultation with Miramax), Tarantino may enter into a third party deal. In the event Tarantino receives an advance for the soundtrack album, then once he has spent the budget allocation for songs, Tarantino in his sole discretion may spend all or a portion of such advance on songs for the Film. Any unspent soundtrack album advance shall first be paid to Miramax until such amount paid to Miramax equals the actual amount spent for songs. Thereafter Producer shall pay Miramax a fee of 25% of Producer's non-refundable gross receipts from any royalties or advances in excess of the amounts spent for songs or paid to Miramax pursuant to the preceding sentence. "Songs" as used herein refers to both song compositions and master recordings thereof and for convenience also refers to non-song underscoring.

10. Distribution Fees: Distribution Fees hereunder shall be:

U.S. all media (except home video):	20%
U.S. home video:	25% (calculated on U.S. home video Gross Receipts as defined in paragraph 11 hereof)
Canada:	20%
Foreign:	20%

For the sake of clarification, Miramax's 20% Distribution Fee shall be calculated "at the source" for media/territories in which Miramax distributes directly and for U.S. theatrical whether or not Miramax uses sub-distributors for U.S. theatrical. In media/territories in which Miramax does not distribute directly (other than U.S. theatrical if Miramax does not distribute directly in such medium), Miramax's 20% Distribution Fee shall be calculated on Gross Receipts received by Miramax (except that with respect to Gross Receipts from U.S. home video Miramax's applicable Distribution fee shall be 25% in accordance with paragraph 11 hereof).

11. U.S. Home Video: "Gross Receipts" with respect to U.S. home video shall be deemed to be the following net sum: the wholesale price on all units sold, paid for, and not returned, multiplied by the number of such units, less a reasonable and customary reserve for returns, less the actual home video distributor's fee of up

to 25% of its gross receipts, less the actual home video distributor's expenses including manufacturing, freight, marketing, publicity, collection, and any and all other direct out-of-pocket costs related to the home video exploitation of the Film in the U.S. Miramax's U.S. home video Distribution Fee of 25% set forth in paragraph 10 hereof shall be calculated on such net sum and shall be in addition to the fee of the actual U.S. home video distributor. The actual U.S. home video distributor shall be Buena Vista Home Video, unless Miramax in its sole discretion elects to designate another U.S. home video distributor.

12. Distribution Expenses: Distribution Expenses in connection with the Film shall mean all direct costs and expenses incurred by Miramax in connection with the advertising, promotion, exploitation and distribution of the Film in the Territory, and including without limitation all actual direct out of pocket expenses customarily treated as distribution expenses in the motion picture industry. In the territory outside the U.S. and Canada, Miramax's deductible expenses as sales agent shall not exceed \$750,000.

13. Final Cut/Running Time/Audience Screenings: Provided the Film (a) conforms strictly to the Approved Screenplay except for changes authorized under paragraph 14, in the section beginning "Screenplay", and non-material changes due to the exigencies of production, as well as all other specifications set forth herein and contains the elements required hereunder; (b) is completed under Tarantino's supervision as director; and further provided (c) Tarantino is not in continuing material breach hereof; and further (d) subject to the requirements of the completion bond guarantor for the Film; then subject to paragraph 19 hereof, Tarantino shall have final cut of the Film. However, Miramax shall have the right to make cuts ("Miramax Cutting Rights") for standards and practices of free television and airlines (including length requirements), for governmental censorship anywhere in the world, to avoid legal claims, and for an "R" rating in accordance with paragraph 19 hereof. Tarantino shall be offered the opportunity to supervise all such cutting within Miramax's reasonable time frame on notice which is reasonable under the circumstances at no cost to Miramax other than reasonable out-of-pocket expenses including transportation if necessary. Producer shall shoot the entire Approved Screenplay. Producer may deliver the Film to Miramax with a running time not to exceed 2 hours 40 minutes. If requested by Miramax, Producer shall give good faith consideration to, and will meaningfully consult with

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* with respect to free television
and airlines

Miramax about, reducing the running time of the Film, but this process shall not delay acceptance of Delivery of the Film. In any event, except for the Miramax Cutting Rights* as they pertain to length, Tarantino's decision as to length up to 2 hours 40 minutes shall be final. Miramax shall not permit audience polling at recruited and invitational screenings until after the final answer print is delivered. Miramax will not conduct more than three formal recruited audience screenings prior to the answer print being delivered. Producer will be given notice by Miramax of all recruited and invitational screenings held by Miramax, and Producer shall not at any time conduct recruited audience screenings nor paid previews without the prior written consent of Miramax.

14. Production Approvals: Miramax shall have prior approval of all the following elements as well as any replacements or changes suggested by Producer.

Elements

The following have been pre-approved

Screenplay

May 1993, 159 pages. (Except that Quentin Tarantino may make minor revisions that do not materially affect the storyline or characters or increase the Approved Budget. Miramax may not alter screenplay).

Number of Shooting Days

50 days. Subject to completion bond company approval.

Approved Budget

June 15, 1993. (\$8,537,972) Subject to completion bond company approval.

Shooting Locale

Los Angeles and vicinity

Writer/Director

Quentin Tarantino

Producer

Lawrence Bender

Executive Producers

Danny De Vito, Michael Shamberg,
Stacey Sher

July 2, 1993/1:21 AM

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Cast Pre-Approved Cast List attached hereto.

Completion Bond Company To be approved by Miramax (including the applicable agreements)

Production Lender To be approved by Miramax (including the applicable agreements)

Production Auditor To be approved by Miramax

Interest rate charged by Production Lender To be approved by Miramax

Insurance package (including essential elements) To be approved by Miramax

Production Counsel Lichter, Grossman & Nichols

In addition, Miramax shall be afforded full and meaningful consultation regarding any proposed changes to the Screenplay and all material aspects of the production including, but not limited to, production and post-production schedules, access to all pre-production, production and post-production activities, including access to the set, screening of all dailies, rough cuts and (starting with the director's first cut) assemblies, and the selection of crew, production facilities and actors. However, Producer's decision shall be final within the Approved Budget. Producer shall provide Miramax on a regular basis with daily production reports, call sheets, weekly cost reports and such other information as is made available to the bond company.

15. Marketing/Distribution Controls: Miramax shall have exclusive control over marketing and distribution of the Film. Miramax shall consult with Producer in good faith, beginning at conceptualization and continuing through finalization, regarding the U.S. theatrical and home video marketing and distribution of the Film, the worldwide marketing of the Film, and the theatrical distribution of the Film in any international territories in which Miramax or a related company distributes directly, with Miramax having the right of final decision. Miramax shall pay or reimburse the reasonable business class travel and first class hotel for

Tarantino, Bender and each of the Executive Producers to attend the Cannes Film Festival if the Film is selected for official competition or comparable official screening.

16. Cast Approval: Notwithstanding the foregoing and the attached pre-approved cast list, Producer shall cast at least two actors among the roles of 'Jules,' 'Vincent,' 'Butch,' 'Wolf' and 'Mia' of comparable stature to Sean Penn, Harvey Keitel, Gary Oldman, Matt Dillon, Bridget Fonda, Debra Winger and Marisa Tomei. Miramax agrees to consider in good faith any names not included in the Pre-Approved Cast List suggested by Tarantino and/or Bender and Miramax shall not unreasonably withhold its approval.

17. Essential Elements: Bender, Tarantino, and the actors for the roles of "Jules," "Vincent," "Butch," and "Wolf" shall all be absolutely essential elements under the completion bond agreement and for the purposes of production insurance.

18. Miramax Credits: In the main titles and in the billing block (or in the case of the logo, adjacent to the billing block) in all paid ads and in all forms of exploitation (including without limitation packaging for videocassettes, soundtrack albums, merchandise and interactive media, and reserved print media) wherever Tarantino and Bender receive credit (except congratulatory or award ads in which Tarantino or Bender are the subject of such congratulation or award): Miramax logo (first position on screen; use of the Miramax logo in the billing block in connection with Reserved Rights not hereafter acquired by Miramax shall be subject to the approval of the third party distributor exercising such Reserved Rights); "Miramax Films presents" first card on screen and first credit in billing block; and "Richard N. Gladstein, Harvey Weinstein, and Robert Weinstein Co-Executive Producer" credit in the same size and manner as, and in the position immediately prior to, the "Executive Producers" credits.

19. Rating: The Film shall be delivered with a rating no more restrictive than "R". If the initial rating is more restrictive than "R", Tarantino shall recut to an "R" and if he fails or refuses to do so on a timely basis, Miramax shall have the right to recut to an "R". Acceptance of Delivery by Miramax of an unrated or NC-17 rated version shall not be deemed a waiver of Miramax's right after Delivery to

require Tarantino to recut to an "R" or for Miramax to so recut if Tarantino fails or refuses to do so. Rating certificate to be a budgeted cost.

20. Residuals: Miramax responsible for SAG and AF of M only, to be treated as a Distribution Expense hereunder. No other guilds to have jurisdiction. Although Tarantino and Roger Avary ("Avary") are not members of the WGA, Miramax, as more fully set forth below, shall pay Tarantino and Avary an amount equal to the WGA residuals Tarantino and Avary would have received if they were WGA members, had worked as a team, the WGA Basic Agreement ("BA") were applicable, and Tarantino and Avary were the sole writers entitled to residuals on the Film. Tarantino and Avary shall share such residuals 50/50. Similarly, although Tarantino is not a member of the DGA, Miramax, as more fully set forth below, shall pay Tarantino an amount equal to the residuals Tarantino would have received if he were a DGA member and the DGA BA were applicable. Notwithstanding anything contained in the WGA and DGA BA's, these WGA and DGA residual type payments with respect to home video exploitation shall be calculated based on a home video royalty equal to 20% of wholesale in accordance with major studio residual practices for affiliated home video distributors, and not actual home video gross receipts. Tarantino and Avary shall only receive such portion of the WGA and DGA residuals as are payable to individual WGA members or, in the case of the DGA residuals, payable to the director of a film. They shall not be entitled to any portion of WGA and DGA residuals payable to the WGA itself and the DGA itself, as opposed to the individual members; or payable to pension, health and welfare funds; or in the case of Tarantino, any amounts payable to job categories under DGA jurisdiction other than the director.

21. Sequels/Remakes/Series/Spin-Offs: Miramax shall have a right of first negotiation and matching last refusal. Holdbacks to be negotiated in good faith.

22. Principal Photography: It is the essence of this agreement that Producer and Miramax shall use reasonable best efforts to cause principal photography to commence prior to October 15, 1993. If the production loan does not fund on or prior to October 1, 1993, subject to force majeure delays in the aggregate not to exceed eight weeks ("Loan Cut-Off Date"), and provided Producer and each of them have used reasonable best efforts to cause the production loan to fund on or prior to the Loan Cut-Off Date, including without limitation using reasonable best

efforts to cause an approved actor to commit to each of the roles of "Jules", "Vincent", "Butch" and "Wolf" and once actors are committed to those roles, using reasonable best efforts to cause an approved actor to commit to each of the other roles listed on the Pre-Approved Cast List attached hereto for a fee consistent with the Approved Budget and a profit participation, if any, consistent with paragraph 24 hereof, and using reasonable best efforts to cause a bond company to issue a completion guarantee in favor of Production Lender, and provided Producer is not in continuing material breach hereof, then on the date ("Reversion Date") which is 15 calendar days after the date of written notice of the foregoing to Miramax by Producer, the Rights shall automatically revert to Tarantino, subject to a first priority lien in favor of Miramax (subject to the TriStar lien, if not previously extinguished) to secure repayment in an amount equal to all direct costs actually paid by Miramax in connection with the Film, plus interest thereon at the rate of prime plus two percentage points (such repayment to be made on the initial production funding of the project elsewhere, but in any event not later than the commencement of principal photography), and further subject to the following. The Reversion Date shall be postponed so long as Miramax advances all necessary pre-production and production expenses required by Producer until either the production loan subsequently funds or Miramax makes available to Producer in escrow an amount equal to the Approved Budget (less all prior advances paid by Miramax pursuant to paragraph 34 hereof) to enable Producer to produce and deliver the Film, on or before the date specified in paragraph 23 hereof, in either of which events there shall be no reversion of the Rights but rather the Rights shall continue to belong to Miramax.

23. Delivery: "Delivery" means delivery and acceptance in accordance with a delivery schedule, to be negotiated in good faith. Producer shall deliver all the items included in such delivery schedule prior to July 1, 1994. Such date shall be extended day-for-day by the number of days (if any) after October 15, 1993 on which principal photography actually starts, as well as customary extension for events of force majeure. Producer shall use reasonable best efforts to have a version (which may not be the final mixed version) of the Film ready for screening at the 1994 Cannes Film Festival. The cost of any delivery items required by Miramax not included in the Approved Budget will be paid for and treated as a Distribution Expense by Miramax and will not be bonded. Upon Delivery Miramax will sign SAG and, if applicable, AF of M assumption agreements.

24. Profit Participations: Any profit participation to actors shall be borne 60% by Miramax and 40% by Producer from the Back End (as defined above). The actors shall receive in the aggregate no more than 26% of 100% of the Back End and no one actor shall receive more than 2% of 100% of the Back End. - OK Miramax shall administer and pay directly all actors' and other profit participations consistent herewith as they become due in accordance with the accounting procedures in Miramax's standard net profit definition or a more favorable accounting procedure accorded Producer in the long form agreement. All other third party participations, if any, granted by Producer shall be borne out of Producer's share of the Back End.

Didn't get 26 (only 13% NP)

25. Title: PULP FICTION shall be used in all English speaking territories. Miramax shall use reasonable efforts to cause this title to be used by all distributors in other territories and in Italy, reasonable efforts for the title to be "Giallo Fiction." This paragraph is subject to legal clearance of the title in the U.S. and other parts of the Territory. If the title "Pulp Fiction" is not clearable, Tarantino shall propose a title which is legally clearable and Miramax shall accept such title unless Miramax believes in good faith that such title would impair the marketability of the Film whereupon Tarantino shall propose a new title and the process shall repeat. In the event a title is not selected in this manner, Miramax shall have the right to designate a new title at such time as it becomes necessary to do so to meet the exigencies of release.

26. Video Masters: Tarantino will supervise video mastering for videocassette and laser disc in both letterboxed and panned and scanned versions, the cost of which shall be included in the Approved Budget.

27. Press Release: Producer and Miramax shall have prior advance mutual approval of the press release announcing the Film and all press releases issued prior to Delivery.

28. Miscellaneous Credits: The following credits shall appear on screen following the Miramax logo and Miramax presentation card and in the billing block following the Miramax presentation credit:

A Jersey Films Production
in association with
A Band Apart Productions

A Quentin Tarantino Film

"Pulp Fiction"

The following credits will appear on screen at the end of the main titles and at the end of the billing block:

Executive Producers
Danny DeVito
Michael Shamberg
Stacey Sher

Stories by
Quentin Tarantino
Roger Avary

Produced by
Lawrence Bender

Written and Directed by
Quentin Tarantino

The above credits shall be subject to guild requirements, if any, and the applicable services and rights agreements for the individuals and entities to be credited, and will appear on screen each on a separate card and in the billing block of all paid ads wherein any non-cast credits other than Miramax's logo appears including so-called "excluded ads" other than award or congratulatory ads featuring only the subject of the award or congratulation. These credits may not be shared with anyone else, whether on screen or in paid ads. On screen (if main titles appear at the head of the Film, which shall be at Tarantino's election) and in paid ads, these credits shall be presented in the order indicated. In the alternative, at Tarantino's election, the main titles shall appear at the head of the Film except for "Written and Directed by

Quentin Tarantino" and such credit shall be the first credit in the end credits. In the further alternative, also at Tarantino's election, the main titles shall appear at the end of the Film, the order on screen shall be reversed, beginning with Tarantino's "Written and Directed by" credit, and the occurrence and placement of Tarantino's possessory credit shall be at Tarantino's option, subject to guild requirements, if any. Tarantino will designate size and style of credits on screen consistent with agreements for persons rendering services on the Film, applicable guild restrictions and the provisions hereof. In paid ads the above credits will be 100% of the regular title or the Miramax presentation credit in the billing block (whichever is larger), and no less than 20% of the size of any artwork title. Miramax and Tarantino shall have mutual approval of any credits which appear in paid ads as part of the artwork title (other than the Miramax logo and Miramax presentation credit). If any credit appears in or above the artwork title other than the Miramax logo and "Miramax Films Presents", Tarantino shall at his option be accorded a credit in the form "A Quentin Tarantino Film" above the artwork title, size to be not less than 25% of size of artwork title. Miramax shall notify subdistributors of the aforesaid credits. No casual or inadvertent failure by Miramax to accord the foregoing credits, and no failure by anyone else to accord such credits, shall be deemed a breach hereof. Miramax shall use reasonable efforts to prospectively cure, and to cause others to prospectively cure, any failure to accord the aforesaid credits.

29. Remedies/Forum: In the event of any dispute relating to the subject matter hereof, Producer shall be limited to its remedies at law for monetary damages, if any, actually sustained by Producer, or an accounting, and Producer agrees that it shall not be entitled to enjoin the distribution, advertising or exploitation of the Film or to terminate or rescind this agreement. All disputes arising prior to acceptance of Delivery by Miramax and at any time regarding cutting rights shall be submitted exclusively to arbitration in Los Angeles before a single arbitrator under the then-prevailing expedited rules of the American Arbitration Association ("AAA") with the arbitrator selected at random from the first arbitrator on the then-current DGA list who is available within seven business days to commence hearing (and in the absence of an arbitrator from the DGA list who is available on that time basis, the then-current WGA and SAG lists, in that order, on that time basis, failing which, the AAA shall appoint a single arbitrator in accordance with its expedited rules). All other disputes shall be under the exclusive jurisdiction of

the state and federal courts located in Los Angeles County, and the parties hereby consent to the personal jurisdiction of such courts.

30. Warranties: Representations and warranties customarily included in negotiated long form agreements in the U.S. motion picture industry are hereby incorporated.

31. Confidentiality: Producer and Miramax shall maintain the confidentiality of the terms and condition hereof in accordance with a standard confidentiality provision to be negotiated in good faith as part of the long form agreement.

32. Audit/Accounting: Producer shall have customary audit rights which shall be subject to good faith negotiations. Accounting provisions shall be negotiated in good faith. Miramax shall have customary rights to audit production costs and the proceeds of Reserved Rights in which Miramax is entitled to share hereunder.

33. Print: Subject to customary print loan agreements, Miramax, at its sole cost, shall permanently loan a new 35mm print of the Film to Tarantino and a separate new 35mm print of the Film to Bender.

34. Pre-Production Costs: Miramax agrees to advance to Producer \$50,000 for pre-production costs upon signature of this agreement, receipt of a copyright mortgage and short form assignment and approval of chain of title. The parties shall negotiate in good faith a cash flow for pre-production expenses prior to the time the Production Lender begins to loan funds to Producer. Any and all pre-production amounts advanced to Producer by Miramax shall be re-paid to Miramax upon the first day Producer is entitled to borrow funds from the Production Lender. All such advances shall be secured by a first priority security interest in favor of Miramax (subject to the TriStar lien, if not previously extinguished).

35. Pay-or-Play: At such time as Producer submits to Miramax documentation evidencing a completion bond company's commitment to bond the Film subject only to conditions which are standard for such agreements; a financial institution's commitment to provide production funding subject only to conditions which are standard for such agreements; and notifies Miramax in writing that an

approved actor is committed (pending receipt of a pay-or-play offer) to each of the roles of Jules, Vincent, Butch and Wolf for a fixed fee consistent with the Approved Budget and a profit participation (if any) consistent with paragraph 24 hereof, Miramax shall simultaneously make pay-or-play commitments to all four such actors in accordance herewith and with the Approved Budget. None of such offers shall be conditional on acceptance of another of such offers. Miramax shall thereafter make pay-or-play commitments to actors for each of the other roles listed on the Pre-Approved Cast List as actors for such roles are engaged in accordance herewith.

36. Theatrical Release: Miramax will release the Film theatrically (prior to releasing it in any other medium) in a first class manner consistent with other Miramax released films.

37. Related Companies: Any agreements between Miramax and related companies will be on an arm's length basis.

38. Condition Precedent: It is a condition precedent to Miramax's obligations that Producer furnish chain of title satisfactory to Miramax in its sole judgment including evidence that TriStar has agreed to relinquish all of its rights in and to the project. Miramax shall have seven full business days after execution hereof by Producer to approve or disapprove on written notice chain-of-title for the Film. During such seven business day period, Producer and each of them shall make reasonable best efforts to resolve any questions concerning chain-of-title, including (as appropriate) executing, and causing others to execute, additional and curative chain-of-title documents, if any, approved by Producer's counsel. If Miramax disapproves chain-of-title on written notice within such seven business day period, this agreement shall be null and void. If Miramax fails to approve or disapprove on written notice chain-of-title within such seven business day period, Miramax shall be deemed to have approved chain-of-title. Within three business days after Miramax approves or is deemed to have approved chain-of-title, Miramax shall pay to TriStar the amounts (not to exceed the amounts set forth paragraph 5 hereof) necessary to cause TriStar to relinquish all of its rights in and to the project.

39. Binding Agreement: This is a binding agreement. While the parties intend to enter into a more formal agreement incorporating Miramax's standard

terms and conditions, to be negotiated in good faith, if such agreement is not executed for any reason, this letter agreement will continue to be a binding agreement and any omitted provision shall be deemed to be in accordance with the custom and usage of negotiated agreements in the U.S. motion picture industry.

Sincerely yours,

MIRAMAX FILM CORP.


By: Robert Weinstein
Co-Chairman

AGREED AND ACCEPTED:



Lawrence Bender

AGREED AND ACCEPTED:



Quentin Tarantino

terms and conditions, to be negotiated in good faith, if such agreement is not executed for any reason, this letter agreement will continue to be a binding agreement and any omitted provision shall be deemed to be in accordance with the custom and usage of negotiated agreements in the U.S. motion picture industry.

Sincerely yours,

MIRAMAX FILM CORP.



By: Robert Weinstein
Co-Chairman

AGREED AND ACCEPTED:

Lawrence Bender

AGREED AND ACCEPTED:

Quentin Tarantino

PULP FICTION - PRE-APPROVED CAST LIST

PUMPKIN:

Tim Roth
Johnny Depp
Christian Slater
Gary Oldman
Nick Cage
Eric Stolz
John Cusack

HONEY BUNNY:

Amanda Plummer
Patricia Arquette
Lili Taylor
Jennifer Jason Leigh
Bridget Fonda
Phoebe Cates
Marisa Tomei

VINCENT:

Michael Madsen
John Travolta
Alec Baldwin
Gary Oldman
Jason Patric
Andy Garcia
Michael Keaton
Denzel Washington
Sean Penn
Tim Roth

LANCE:

John Cusack
Eric Stolz
Michael Keaton
Christian Slater
Gary Oldman
Bill Paxton
Johnny Depp
Nick Cage
Sam Jackson

JODY:

Patricia Arquette
Bridget Fonda
Jennifer Beals
Pam Grier
N'Bussia Wright
Cathy Griffin
Angel Aveles
Sofia Coppola
Jasime Guy
Trya Farrell
Lili Taylor
Jennifer Jason Leigh

MIA:

Virginia Madsen
Marisa Tomei
Patricia Arquette
Phoebe Cates
Bridget Fonda
Angela Bassett
Debra Winger
Robin Wright
Meg Tilly

JULES:

Larry Fishburn
Sam Jackson
Eddie Murphy
Charles Dutton

BUTCH:

Matt Dillion
Sean Penn
Nick Cage
Johnny Depp

FABIAN:

Irene Jacob
Maria de Mederious
Julie Delpy
Emanuel Beart

THE WOLF:

Harvey Keitel
Warren Beatty
Al Pacino
Danny DeVito
Sam Jackson
Alec Baldwin
Michael Keaton
Christopher Walken
Charles Dutton

JUL-14-1993 17:32

212 341 3300 P.022

KOONS:

Christopher Walken

Sean Penn

Tommy Lee Jones

Michael Parks

William Devane

Sam Jackson

Charles Dutton

Robert De Niro

William Petersen

Al Pacino

MARCELLUS WALLACE:

Ving Rames

Sam Jackson

Charles Dutton

Tarantino + Bender
Prod./Fin./Dist,
PULP FICTION

Exhibit B



MDL00793

2/10/93
2/10/93
03

BROWN 25 PRODUCTIONS, INC.
8641 Warner Drive
Culver City, California 90232

As of July 10, 1993

Mr. Quentin Tarantino
c/o William Morris Agency
151 El Camino Drive
Beverly Hills, California 90212

Re: "PULP FICTION" -- RIGHTS ACQUISITION

Dear Quentin:

The following sets forth the agreement between you and Brown 25 Productions, Inc. ("Producer") with respect to the motion picture project at present entitled "Pulp Fiction" (the "Picture").

1. For good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you hereby grant to Producer the exclusive right and option (the "Option") to acquire exclusively, throughout the universe, and in perpetuity, all rights (other than the "Reserved Rights" set forth in Paragraph 2 below and those certain distribution rights in the Picture granted to Miramax Film Corp. ("Miramax") pursuant to the agreement (the "Miramax Agreement"), dated as of June 23, 1993, between, on the one hand, Miramax, and, on the other hand, you and Lawrence Bender) in, to, and underlying the original screenplay written by you entitled "Pulp Fiction" (the "Screenplay") and all of your rights under that certain agreement (the "Avary Agreement"), dated as of April 8, 1992, between you and Roger Avary ("Avary"), as amended by that certain letter amendment (the "Avary Amendment"), dated July 9, 1993, between you and Avary, with respect to the screenplay written by Avary entitled "Pandemonium Reigned" (the "Avary Screenplay"), upon which part of the Screenplay is based. Producer shall be entitled to exercise the Option by payment to you of \$300,000 (less any purchase price and/or option monies paid to Avary after the date hereof to acquire the Avary Screenplay) at any time on or before October 15, 1993. Notwithstanding the foregoing, the Option shall be deemed exercised (and the sum set forth in the preceding sentence shall be deemed payable) upon the earlier of the funding of a production loan for the financing of the production of the Picture or the commencement of principal photography.

2. The following rights ("Reserved Rights") are reserved by you: soundtrack album, music publishing, live performance, print publication (including, without limitation, screenplay publication, "making of" books, comic books and novelization, in audio and electronic formats as well, as applicable), interactive media, theatrical and television sequel and remake rights, and television series and spinoff rights. Your exercise of certain of the

Reserved Rights shall be subject to restrictions set forth in the Miramax Agreement. You shall have the right to use the title of the Picture in connection with the exploitation of the Reserved Rights. For the purpose of this agreement, "interactive media" shall mean any interactive device or mechanism, such as a computer game based on the Picture, which may include literary or character elements used in the Picture but shall not be a substantial replication or viewing of the Picture. Interactive media rights, if not hereafter acquired by Miramax under the Miramax Agreement, shall be subject to a holdback to be negotiated in good faith between you and Miramax with a particular view to avoiding competition with home video. Producer (and/or distributors of the Picture) may publish for promotional purposes excerpts up to 7,500 words from the Screenplay on a not-for-sale basis.

3. In the event Producer exercises the Option but does not commence principal photography of the Picture on or before October 15, 1993, all rights granted by you hereunder shall automatically revert to you.

4. You represent and warrant that you are the sole owner and author of the Screenplay and the Screenplay is wholly original with you (except for such portions of the Screenplay as may be based on the Avary Screenplay), no other agreements (other than the Miramax Agreement, Avary Agreement, and Avary Amendment) relating to the Screenplay are currently in force and effect, the Screenplay is protected by copyright in all areas of the world affording such protection, no production or other work based on the Screenplay has been authorized or produced in any area of the world, there are no existing liens or encumbrances on or against the Screenplay or any rights therein (subject to the Miramax Agreement), and Producer's exploitation of any or all rights in the Screenplay shall not infringe or violate the copyright interests of any person or entity and/or, to the best of your knowledge, any other rights of any person or entity. The foregoing representations and warranties are subject to the substantive provisions of Article 28 of the WGA Agreement (as if the WGA Agreement applied to this agreement). You hereby agree to save, indemnify, and hold harmless Producer (and its officers, directors, shareholders, employees, successors, licensees, and assigns) from and against any and all actions, causes of actions, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively "Claims") arising out of or in connection with any breach by you of any warranty, representation, and/or agreement made by you hereunder.

5. Producer hereby agrees to save, indemnify, and hold you harmless from and against any and all Claims arising from any material added to the Screenplay by Producer or any person other than you at Producer's request and/or with respect to any Claims arising out of the development, production, distribution, and/or other exploitation of the Screenplay and/or the Picture (and/or any rights therein), unless such Claim arises out of a breach by you of your representations and warranties under this agreement. Upon

exercising the Option, Producer shall assume all of your executory obligations under the Avary Agreement and Avary Amendment and shall indemnify you and hold you harmless from and against any and all Claims arising out of the Avary Agreement and Avary Amendment. You shall be covered under the errors and omissions and general liability policies for the Picture.

6. Producer shall not have the right to make any changes to the Screenplay without your prior, written approval.

7. You shall receive writing credit on the Picture in the manner set forth in Paragraph 28 of the Miramax Agreement. In addition, although you are not a member of the WGA, you and Avary shall be entitled to receive an amount equal to the WGA residuals you and Avary would have received if you and Avary were WGA members, had worked as a team, the WGA Agreement were applicable, and you and Avary were the sole writers entitled to residuals on the Picture. You and Avary shall share such residuals in equal shares. You and Avary shall only receive such portion of the WGA residuals as are payable to individual WGA members (i.e., as distinguished from WGA residuals payable to the WGA itself or to the WGA pension, health, and welfare funds).

8. Subject to any restrictions set forth in the Miramax Agreement, Producer shall have the right to use your name in connection with the promotion, publicity, and marketing of the Picture; provided, however, that Producer shall not have the right to use your name in merchandising and/or commercial tie-ups without your prior, written approval. Notwithstanding the foregoing, if you approve any merchandising item under Paragraph 8 of the Miramax Agreement, Producer's use of your name in the billing block or key art from the Picture in connection with any such merchandising item shall be deemed approved by you. You may furnish Producer with your biography. Provided that you timely furnish such biography to Producer, Producer shall not have the right to use any biographical information about you other than as contained in such biography (other than references to your prior professional credits and your services on the Picture) without your prior approval, which approval shall not be unreasonably withheld.

9. You hereby agree to execute and deliver any and all additional documents reasonably required by Producer to effectuate its rights hereunder and you hereby grant to Producer the right to file and record such documents in the United States Copyright Office and/or elsewhere. In the event you fail to execute and deliver such documents within a reasonable time period after Producer's request, you hereby appoint Producer as your attorney-in-fact (which appointment is coupled with an interest and irrevocable) to execute such documents on your behalf. Concurrently with your execution hereof, you agree to sign and date the attached short form option agreement and to sign the attached short form assignment agreement. Upon receipt of such documents, Producer shall be entitled to record the short form option agreement in the United States Copyright Office. If Producer

exercises the Option, Producer shall be entitled to insert the date of such exercise on the short form assignment and file same in the United States Copyright Office. If Producer does not exercise the Option (or if Producer exercise the Option but the rights in the Screenplay later revert to you as provided above) such short form assignment shall at the time the Option lapses (or at the time such rights revert to you) become null and void.

10. This agreement is freely assignable by Producer without limitation and, if such assignee assumes Producer's executory obligations hereunder in writing and is a major motion picture or television distributor, a network, or a person or entity of similar financial responsibility, Producer shall upon such assignment be relieved of all obligations hereunder to you. You hereby acknowledge that Miramax is such an entity of similar financial responsibility. You shall not have the right to assign this agreement in whole or in part.

11. In the event of any breach by Producer hereunder, you agree that you shall be limited to your rights to recover damages, if any, at law only, you hereby waive all injunctive and other equitable remedies, and in no such event shall you be entitled thereby to interfere with or prevent the development, production, distribution, advertising, and exploitation of any motion picture or other production based upon the Screenplay (including, without limitation, the Picture) and/or any rights therein.

12. The parties agree that this agreement incorporates such standard terms and conditions (subject to good faith negotiation within customary business parameters) as are customarily applicable to an agreement of this nature. Such terms and conditions shall include, without limitation, full representations, warranties, and indemnifications, the applicability of United States and California law, extensions for the running of all periods of time hereunder during such time as an event of force majeure (but in no event shall any extension for an event of force majeure continue for more than three months) and/or any claim relating to your representations, warranties, and/or grant of rights hereunder may exist. In the event Producer prepares and forwards to you a more formal agreement incorporating the terms hereof and such other terms and conditions, you agree to promptly negotiate same in good faith within customary business parameters and to sign and deliver same to Producer. This agreement supersedes and replaces any other agreement between the parties with respect to its subject matter

and shall inure to the benefit of the parties' successors, heirs, assigns, and licensees.

If the foregoing accurately sets forth the terms of the agreement between you and Producer, kindly so indicate by signing in the space provided below.

Sincerely,

BROWN 25 PRODUCTIONS, INC.

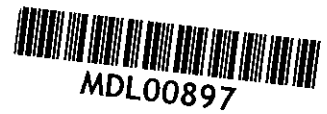
By: 

Its: President

AGREED TO AND ACCEPTED:


QUENTIN TARANTINO

Exhibit C



VIA FACSIMILE -- 310-205-6990

Dated as of July 10, 1993

Carlos Goodman, Esq.
Lichter, Grossman & Nichols, Inc.
9200 Sunset Boulevard
Suite 530
Los Angeles, CA 90069

Re: "Pulp Fiction"

Dear Carlos:

We hereby consent to the transfer of certain rights from Quentin Tarantino to Brown 25 Productions, Inc. as set forth in the agreement dated as of July 10, 1993 between Quentin Tarantino and Brown 25 Productions, Inc. (the "Brown 25 Agreement"). However, nothing contained in the Brown 25 Agreement shall diminish or derogate from the rights granted to Miramax under the agreement dated as of June 23, 1993 between Quentin Tarantino and Lawrence Bender, on the one hand, and Miramax, on the other (the "Miramax Agreement"). In the event of any conflict between the Brown 25 Agreement and the Miramax Agreement, the Miramax Agreement shall control.

Sincerely,

A handwritten signature in cursive script that reads "Vicki Cherkas".

Vicki Cherkas
Director, Business and Legal Affairs

cc: Ezra Doner
John Logigian

A handwritten mark consisting of a square box with the number "24" written inside.

Exhibit D

BROWN 25 PRODUCTIONS, INC.
8461 Warner Drive
Culver City, California 90232

As of July 10, 1993

VIA FACSIMILE

Vicki Cherkas
Miramax Film Corp.
375 Greenwich Street
New York, New York 10013-2338

Re: "Pulp Fiction"

Dear Vicki:

Reference hereby is made to the agreement (the "Miramax Agreement"), dated as of June 23, 1993, between, on the one hand, Miramax Film Corp. ("Miramax"), and, on the other hand, Quentin Tarantino ("Tarantino") and Lawrence Bender ("Bender"), with respect to the motion picture entitled "Pulp Fiction" (the "Picture"). Reference hereby also is made to that certain agreement (the "Rights Acquisition Agreement"), dated as of July 10, 1993, between Brown 25 Productions, Inc. ("Producer") and Tarantino with respect to the screenplay entitled "Pulp Fiction" (the "Screenplay") upon which the Picture will be based. Finally, reference hereby is made to that certain Inter-Party Agreement, dated as of September 20, 1993, by and among, Producer, Miramax, Film Finances, Inc., and Bank of America National Trust and Savings Association, with respect to the Picture.

This letter will confirm the following:

1. Notwithstanding the reference in Paragraph 2 of the Miramax Agreement that "Producer" (which term is defined in the Miramax Agreement as Tarantino and Bender collectively) granted certain rights in the Picture to Miramax, it is understood that, as of the date of the Miramax Agreement, as between Tarantino and Bender, Tarantino was the sole and exclusive owner of all rights in the Screenplay and the Picture.

2. It hereby further is acknowledged that, for the avoidance of doubt, the rights granted by Tarantino to Miramax pursuant to the Miramax Agreement are limited to the right to

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distribute and otherwise exploit the completed Picture as more particularly set forth in the Miramax Agreement. Such grant of rights did not include any literary rights in the Screenplay, the right to produce a motion picture based on the Screenplay, and/or any rights reserved by Tarantino under Paragraph 2 of the Miramax Agreement (the "Tarantino Reserved Rights"), the exercise of which Tarantino Reserved Rights are subject to certain restrictions set forth in the Miramax Agreement. Accordingly, Miramax acknowledges that the rights granted by Tarantino to Producer are not inconsistent with the rights granted by Tarantino to Miramax under the Miramax Agreement.

3. It hereby further is acknowledged that in the event Miramax's rights under the Miramax Agreement terminate pursuant to Paragraph 5(b)(iii) of the Inter-Party Agreement, all of such rights of Miramax shall thereupon revert exclusively to Producer, subject to the other terms and conditions of the Inter-Party Agreement.

4. It hereby further is acknowledged that upon Producer's "Delivery" of the Picture pursuant to Paragraph 23 of the Miramax Agreement and Miramax's payment of the "Minimum Guarantee" as provided in Paragraph 5 of the Miramax Agreement, Miramax shall acquire all of Producer's rights in and to the Picture (other than any rights Producer may have in any Tarantino Reserved Rights), subject to the terms and conditions of the Inter-Party Agreement. Upon such acquisition of rights by Miramax, Miramax shall assume all of Producer's obligations with respect to credits in paid advertising, the payment of any SAG (and, if applicable, AFM) residuals, any "residuals" to Tarantino and Roger Avary under Paragraph 20 of the Miramax Agreement, and the payment and accounting of profit participations as provided in Paragraph 24 of the Miramax Agreement). Producer agrees to execute and deliver any and all additional documents reasonably required by Miramax to effectuate its rights hereunder and Producer hereby grants to Miramax the right to file and record such documents in the United States Copyright Office and/or elsewhere. In the event that Producer fails to execute and deliver such documents within a reasonable time period after Miramax's request, Producer hereby appoints Miramax as Producer's attorney-in-fact (which appointment is coupled with an interest and is irrevocable) to execute such documents on Producer's behalf.

All parties shall indicate their agreement to the terms of this letter by signing in the space provided below.

Very truly yours,

BROWN 25 PRODUCTIONS, INC.

By: [Signature]
Its: [Signature]

ACKNOWLEDGED AND AGREED:

MIRAMAX FILM CORP.

By: [Signature]
Its: Exec. V.P.

[Signature]
QUENTIN TARANTINO

[Signature]
LAWRENCE BENDER

Exhibit E



MDL00907

ASSIGNMENT

Dated as of: June 23, 1993

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, for value received, hereby grants and assigns to Miramax Film Corp. and its successors and assigns (herein called the "Assignee"), the sole and exclusive right under copyright, trademark or otherwise to distribute, exhibit and otherwise exploit all rights (other than the rights reserved to Quentin Tarantino described hereinbelow) in and to the motion picture entitled "Pulp Fiction" (the "Work") (and all elements thereof in all stages of development and production) now or hereafter known including, without limitation, the right to distribute the Work in all media now or hereafter known (theatrical, non-theatrical, all forms of television and "home video") in perpetuity, throughout the Universe, as more particularly set forth and upon and subject to the terms and conditions in that certain Agreement between the undersigned and said Assignee dated as of June 23, 1993 (the "Agreement"). The following rights are reserved to Quentin Tarantino: soundtrack album, music publishing, live performance, print publication (including, without limitation, screenplay publication, "making of" books, comic books and novelization, in audio and electronic formats as well, as applicable), interactive media, theatrical and television sequel and remake rights, and television series and spinoff rights (the "Tarantino Reserved Rights"). The exercise of certain Reserved Rights is subject to restrictions set forth in the Agreement.

The undersigned hereby agrees to secure or cause to be secured all United States copyrights in and to the Work, including renewals thereof, if applicable, and hereby assigns the rights under said renewal copyrights to Assignee; and the undersigned hereby irrevocably appoints Assignee as its attorney-in-fact, with full and irrevocable power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents, in the name and on behalf of the undersigned, as Assignee may deem necessary or proper in the premises to accomplish the same.

The Assignee is also hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning any infringement thereof, or interference with any of the rights hereby granted under the said copyrights or renewals thereof, in its own name or in the name of the copyright proprietor, but at the expense of the Assignee, and, at its option, the Assignee may join such copyright proprietor and/or the undersigned as a party plaintiff or defendant in any such suit, action or proceeding.


Quentin Tarantino

On July 15, 1993 before me, a Notary Public, personally appeared QUENTIN TARANTINO, known to me personally, or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, as the individual who executed the within instrument.

WITNESS my hand

[Handwritten Signature]
Notary Public

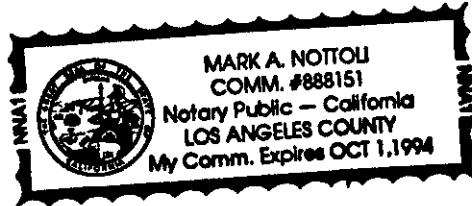


Exhibit F



MDL00905

SHORT-FORM ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Quentin Tarantino ("Assignor"), grants, sells and assigns to Brown 25 Productions, Inc. ("Assignee"), exclusively and forever, all rights (other than the "Reserved Rights" set forth below and those certain distribution rights in the motion picture project currently entitled "Pulp Fiction" (the "Picture") granted to Miramax Film Corp. ("Miramax") pursuant to the agreement (the "Miramax Agreement"), dated as of June 23, 1993, between, on the one hand, Miramax, and, on the other hand, you and Lawrence Bender) in, to, and underlying the original screenplay written by you entitled "Pulp Fiction" (the "Screenplay") and all of your rights under that certain agreement (the "Avary Agreement"), dated as of April 8, 1992, between you and Roger Avary ("Avary"), as amended by that certain letter amendment (the "Avary Amendment"), dated July 9, 1993, between you and Avary, with respect to the screenplay written by Avary entitled "Pandemonium Reigned" (the "Avary Screenplay"), upon which part of the Screenplay is based.

The following rights are reserved by Assignee: soundtrack album, music publishing, live performance, print publication (including, without limitation, screenplay publication, "making of" books, comic books and novelization, in audio and electronic formats as well, as applicable), interactive media, theatrical and television sequel and remake rights, and television series and spinoff rights. Assignor's exercise of certain of the Reserved Rights shall be subject to restrictions set forth in the Miramax Agreement. Assignor shall have the right to use the title of the Picture in connection with the exploitation of the Reserved Rights.

Assignor hereby agrees to execute and deliver any and all additional documents reasonably required by Assignee to effectuate its rights hereunder and grant Assignee the right to file and record such documents in the United States Copyright Office and/or elsewhere. In the event Assignor fails to execute and deliver such documents within a reasonable time period after Assignee's request, Assignor hereby appoints Assignee as Assignor's attorney-in-fact (which appointment is coupled with an interest and irrevocable) to execute such documents on Assignor's behalf.

Assignor and Assignee acknowledge that this Short-Form Assignment Agreement should be read in conjunction with the Agreement, and in the event of any conflict between the

provisions of this instrument and Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Assignor has signed this instrument as of the _____ day of _____, 1993.

Quentin Tarantino

QUENTIN TARANTINO

STATE OF [CALIFORNIA])
COUNTY OF [LOS ANGELES]) ss.

On [SEPT. 3], 19[93] before me the undersigned, a Notary Public in and for said State, personally appeared [QUENTIN TARANTINO], and [_____], known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.



Mark A. Nottou

Notary Public in and for said State