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SUSAN Y. SOGUS
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Mark Mahon, an individual,

Plaintiff,

v.

Alphabet Inc.; Google LLC.; Google Play.;
and DOES 1 - 13,

Defendants.

Case No. **20 01530**

COMPLAINT FOR:

- 1. Copyright Infringement;**
 - 2. Infringement of Right of the Author;**
- DEMAND FOR JURY TRIAL**
- Exhibits 1 – 44 (p. 22 – 195.)**

1 Plaintiff, Mark Mahon, alleges as follows:

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JURISDICTION

1. This is a civil action seeking damages for copyright infringement under the Copyright Act of the United States, 17 U.S.C. § 101, *et seq.*

2. The Court has original subject matter jurisdiction over copyright claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

3. This Court also has original subject matter jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C. § 1332 under diversity of citizenship and pursuant to 28 U.S.C. § 1350 for violation of the ‘Berne Convention for the Protection of Literary and Artistic Works’ in accordance with the “Berne Convention Implementation Act of 1988”.

VENUE

4. This Court has personal jurisdiction over Defendants because, among other things, Defendants are doing business in the State of California and in this judicial district, and acts of infringement complained of herein occurred in the State of California.

5. Venue in this district is proper pursuant to 28 U.S.C § 1391 in that Defendants reside in this judicial district or have substantial ties to this district. Defendants are also subject to the court’s jurisdiction with respect to this civil action under 28 U.S.C. § 1400 in that civil actions, suits, or proceedings arising under any Act of Congress relating to copyrights may be instituted in the district in which the defendant resides or may be found.

THE PARTIES

6. Plaintiff, Mark Mahon, (“Plaintiff”) is an Irish Film and Television Academy award nominated writer, producer and director based in Cork, Ireland, whose work and books have been featured and sold throughout the world.

7. Defendant Alphabet Inc. (“Defendant” or “Alphabet”) is, on information and belief, an American multinational conglomerate headquartered in Mountain View, California. It was created through a corporate restructuring of Google on October 2, 2015, and became the

1 parent company of Google and several former Google subsidiaries.

2 8. Defendant Google LLC. (“Defendant” or “Google”) is, on information and belief,
3 an American multinational technology company that specializes in internet-related services and
4 products, which include online advertising technologies, search engine, cloud computing,
5 software, and hardware. It is considered one of the Big Four technology companies, alongside
6 Amazon, Apple, and Facebook.

7 9. Defendant Google Play. (“Defendant” or “Google Play”) is, on information and
8 belief, a digital distribution service operated and developed by Google. It serves as the official
9 app store for the Android operating system, allowing users to browse and download applications
10 developed with the Android software development kit (SDK) and published through Google.
11 Google Play also serves as a digital media store, offering music, books, movies, and television
12 programs. Google’s digital distribution services included in Google Play are Google Play Books,
13 Google Play Games, Google Play Movies & TV and Google Play Music.

14 10. The true names and capacities of the defendants named herein as DOES 1 through
15 13, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff, who therefore
16 sues said defendants by said fictitious names. Plaintiff is informed and believes, and thereon
17 alleges, that each of the defendants designated herein as DOE is legally responsible for the events
18 and happenings hereinafter alleged and legally caused injury and damages proximately thereby to
19 Plaintiff as alleged herein. Plaintiff will seek leave to amend the Complaint when the true names
20 and capacities of said DOE defendants have been ascertained. Alphabet Inc.; Google LLC.;
21 Google Play and DOES 1 through 13 are hereinafter collectively referred to as “Defendants.”

22 11. Plaintiff is informed, believes and has proof, and on that basis avers, that each of
23 the Defendants participated in or benefitted from and is in some manner responsible for the acts
24 described in this Complaint and any damages resulting therefrom.

25 12. Plaintiff is informed, believes and has proof, and on that basis avers, that each of
26 the Defendants and DOES 1 - 13 has acted in concert and participation with each other
27 concerning the claims in this Complaint.

28 13. Plaintiff is informed and believes, and on that basis alleges, that each of the

1 Defendants and DOES 1 - 13 was empowered to act as the agent, servant and/or employees of
2 each other, and that all the acts alleged to have been done by each of them were authorized,
3 approved and/or ratified by each of them.
4

5 **BACKGROUND AND FACTUAL ALLEGATIONS**

6 14. At all times relevant hereto, Plaintiff has been and still is the holder of the
7 Exclusive rights under the Copyright Act of 1976 (17 U.S.C. §§ 101 *et. seq.*, and all amendments
8 thereto) (the "Copyright Act") to reproduce, copy, publicly perform, distribute, sell, display, or
9 license the reproduction, to make or reproduce derivative works, and/or display of his award-
10 winning motion picture, trailer and award-winning cover listed as Exhibit ("Exh.") (*Exh. 1*, p. 23)
11 attached hereto, which is the subject of this action (referred to herein as "STRENGTH AND
12 HONOUR") throughout the world.

13 15. Plaintiff is an entrepreneur who has used his experience, talent, and creativity
14 developed over years of hard work to pursue his goal of making motion pictures. Plaintiff, Mark
15 Mahon authored, wrote, produced, directed and financed his award-winning motion picture,
16 'STRENGTH AND HONOUR' (the "Motion Picture") starring Michael Madsen, Vinnie Jones
17 and Richard Chamberlain, by depleting his life savings and personally borrowing money from his
18 family and close friends. (*Exh. 2*, p. 25 - 26.)

19 16. The Motion Picture follows the struggle of a single father who has to break his
20 dying wife's last wish to never box again in order to save his young son's life; Plaintiff spent over
21 two years travelling around the world on the international film festival circuit with his main actors
22 to create a branding for the Motion Picture. (*Exh. 3*, p. 28 - 43.) It received two Irish Film and
23 Television Academy award nominations, was nominated for over thirty (32) awards around the
24 globe and won over twenty (20) awards in film festivals all over the world. (*Exh. 1*, p. 23.)
25 Plaintiff's success created such strong word of mouth about the Motion Picture at the end of the
26 film festival campaigning, Plaintiff was hosted to a Royal screening by His Serene Highness,
27 Prince Albert, Sovereign Prince of Monaco at the Palace of Monaco (*Exh. 4*, p. 45 - 47), and
28 Plaintiff, Mark Mahon and the Motion Picture's leading actor, Michael Madsen, were invited on

1 the TODAY show in New York to talk about ‘STRENGTH AND HONOUR’ by Meredith Vieira.
2 (*Exh. 5*, p. 49 – 50.)

3 17. Plaintiff is the registered author and Copyright owner of the screenplay having
4 registration no. TXul-289-556 at the United States Copyright Office (*Exh. 6*, p. 52) and the
5 registered author, writer, producer, feature director and owner of the exclusive rights of the
6 Motion Picture’s Copyright having registration no. PA 1-398-376 at the U.S. Copyright Office.
7 (*Exh. 2*, p. 25 - 26.)

8 18. Plaintiff assigned his rights in trust to ‘Maron Pictures Ltd., t/a Maron
9 Pictures Limited Liability Company and Maron Pictures’ (“Maron Pictures”) under an
10 ‘Agreement to Acquire Literary Material’ (*Exh. 7*, p. 54 - 68) and ‘Agreement to Acquire
11 Authorship Rights’ on September 25th, 2006. (*Exh. 8*, p. 70 - 80.) Both agreements, in
12 combination with each other, were to pay Plaintiff €300,000.00 (Three Hundred Thousand Euro)
13 no later than the 30th day of September, 2015, in order for his grant of rights to become
14 permanently assigned. In the event of non-payment, Plaintiff had the right to *revoke all rights*
15 granted to Maron Pictures. (*Exh. 7*, p. 59 - 60 ; *Exh. 8*, p. 73 - 74 ; *Exh. 9*, p. 82 - 83.)

16 19. Further, Plaintiff *never* “waive[d] his benefit of any provision of law known as the
17 “droit moral” or moral rights or any similar law in any country of the world” (*Exh. 8*, p. 73) and
18 the only award-winning display cover/poster that was ever authorized by Plaintiff contains the
19 Motion Picture’s leading actor, Michael Madsen, in the main body of the poster, displayed awards
20 won from film festivals around the world, listed two Irish Film and Television Academy award
21 nominations and two quotes branding the Motion Picture as the award-winning motion picture it
22 is. (*Exh. 1*, p. 23.)

23 20. In or around April 2009, Maron Pictures then *only* assigned “the sole and
24 exclusive right, license and privilege to license to distribute” under a ‘Grant of Rights’ or the
25 distribution right pursuant to 17 U.S.C. § 106(3) to Mainsail LLC (“Mainsail”) for “the entire
26 world, excluding North America and Ireland” in accordance with 17 U.S.C. § 201(d). Mainsail
27 also does business under the banner of Shoreline Entertainment, Inc. However, Maron Pictures
28 never transferred its rights pursuant to 17 U.S.C. §§ 106 (1), 106 (2), 106(4), 106(5), 106(6) and

1 106A(a) to any individual, corporate, associate or otherwise. Further, 17 U.S.C. § 201(d)
2 TRANSFER OF OWNERSHIP states “(1) The ownership of a copyright may be transferred in
3 whole or in part by any means of conveyance or operation of law” and “(2) Any of the exclusive
4 rights comprised in a copyright, including any subdivision of any rights specified by section 106,
5 may be transferred as provided by clause (1) and owned separately. *The owner of any particular*
6 *exclusive right is entitled, to the extent of that right, to all of the protection and remedies*
7 *accorded to the copyright owner by this title.”* (emphasis added.) Plaintiff at the outset sent
8 Mainsail the key art PSD file for the only authorized award-winning cover/poster to be displayed
9 publicly and 27 high resolution photographs as requested by them. (*Exh. 10*, p. 85 - 86.) Then, as
10 part of the Mainsail agreement, *Maron Pictures sent all the master elements for the Motion*
11 *Picture ‘STRENGTH AND HONOUR’ to Visual Data in Burbank, California* (*Exh. 11*, p. 88 -
12 92) including the only authorized trailer to be displayed publicly, as an award-winning motion
13 picture. (*Exh. 12*, p. 94.)

14 21. In or around January 2010, the Motion Picture was commercially released in
15 Ireland (*Exh. 13*, p. 96) and Europe with illicit covers and trailer, and not the cover or trailer
16 Plaintiff had provided to Mainsail in violation of his rights, 17 U.S.C. §§ 106(1), 106(2), 106(3),
17 106(5), 106A(a) and 501. (*Exh. 14*, p. 98.) Plaintiff instructed Mainsail to “cease and desist”
18 from distributing ‘STRENGTH AND HONOUR’ and wanted all product removed from “any
19 place where the product’s images or trailers [wa]s listed for sale”. (*Exh. 15*, p. 100.) In a follow-
20 up email, Plaintiff instructed Mainsail that they “are in breach of [their] contract and the
21 contracts in place with [Plaintiff] and Michael Madsen [Motion Picture’s leading actor]. Remove
22 all product until the matter is resolved, as failure to do so will result in [Plaintiff] seeking
23 substantial damages and costs from [Mainsail] and E1.” (*Exh. 16*, p. 103.) Tom Jarvis of
24 Entertainment One (“eOne”) was also cc’ed during this correspondence. Mainsail was also
25 provided the entire cast and crew contracts in relation to the Motion Picture as part of their
26 delivery. (*Exh. 17*, p. 105.)

27 22. On February 9, 2010, Maron Pictures contacted Entertainment One directly as its
28 “cease and desist” instructions to Mainsail were ignored and spoke to Poonam Sahota,

1 Acquisitions Manager. It explained that the marketing and artwork was a clear violation of
2 Plaintiff's contract, the Motion Picture's leading actor, Michael Madsen's contract and asked
3 eOne to "cease and desist" with their release in Ireland and scheduled release in the United
4 Kingdom for February 22, 2010. Later that day, Poonam Sahota emailed Maron Pictures and
5 implied in her email that Maron Pictures was happy for them to proceed with the marketing and
6 artwork. (*Exh. 18*, p. 107.)

7 23. On February 12, 2010, Maron Pictures emailed Poonam Sahota of Entertainment
8 One and again relayed that it was "not happy about proceeding with the current marketing and
9 artwork." It further reiterated that it is "a clear breach of Mr. Madsen's and [Plaintiff's] contract".
10 (*Exh. 19*, p. 110.) Less than an hour later, Plaintiff emailed Entertainment One again and stated
11 "[Maron Pictures] would like to make it very clear, [Maron Pictures] never agreed on the phone
12 that [Maron Pictures] would allow initial stock to go out". Plaintiff continued, "[y]ou suggested
13 that it should go out and that we could change it on the next print run but [Plaintiff] never agreed
14 to it." (*Exh. 20*, p. 114.)

15 24. Later the same day, Poonam Sahota of Entertainment One emailed Maron Pictures
16 and stated that she "copied Sam [Eigen] who represents Mainsail, LLC, [eOne's] contractual
17 licensor." She further stated that "contractually our release as is, is above par and the contract
18 which we entered into with Mainsail authorizes us to go ahead with the release." She further
19 confirmed that "Sam [Eigen] has informed us further that the actor agreement with Michael
20 Madsen [leading actor] indicates that Michael Madsen is to receive second position billing." Of
21 course, this information that she relayed was factually incorrect, as Michael Madsen is the leading
22 actor of the Motion Picture and was to receive first position billing. It also should be noted that
23 not only did Mr. Madsen not receive his contractual first billing, but he did not even appear on the
24 cover. (*Exh. 14*, p. 98.) In response to Poonam Sahota, Maron Pictures pointed out there are "lots
25 of inaccuracies in [her] email on [Mainsail's] behalf, even [Mainsail's] quote about having all
26 control over the manner that it shall be sold and marketed," which referred to how it would be
27 marketed and sold to industry buyers as 1. Mainsail were never assigned Plaintiff's moral rights
28 by Maron Pictures under its 'Grant of Rights' which is very precise about the Rights that were

1 only assigned pursuant to 17 U.S.C. § 201(d), and 2. Plaintiff as the Author of the Motion Picture
2 did “not waive his benefits of any provision of law known as the “droit moral” or moral rights or
3 any similar law in any country of the world” to begin with, so it was not possible for Maron
4 Pictures to assign Rights it never had control of, nor were ever assigned. (*Exh. 8*, p. 73.) Maron
5 Pictures further made it clear that eOne were told a “bare face lie in relation to Mr. Madsen’s
6 contact” by Mainsail. Maron Pictures again asked for an opportunity to speak to her directly, and
7 assured her that “[i]f [Maron Pictures] can come to a meeting of minds with E1, then [Maron
8 Pictures] will do this, which is why [Maron Pictures] would [like] a brief opportunity to speak to
9 you.” (*Exh. 21*, p. 116.)

10 25. On February 14, 2010, with no response forthcoming from Entertainment One to
11 its request, Maron Pictures again asked Poonam Sahota of Entertainment One in a single line
12 email, “[c]an we schedule a call for maybe sometime tomorrow?” Ms. Sahota of Entertainment
13 One replied later that day stating “I met with Sam at Shoreline today and I think the best and
14 simplistic approach for us all is for our communications to go through them.” (*Exh. 22*, p. 119.)

15 26. On February 19, 2010, Plaintiff emailed Poonam Sahota of Entertainment One and
16 was looking to have five questions answered in relation to his copyright protected Motion Picture
17 (*Exh. 23*, p. 122), which was read but completely ignored. (*Exh. 24*, p. 125.)

18 27. Throughout 2010, Maron Pictures also made various requests for information from
19 Visual Data in Burbank, California but its requests were refused due to Visual Data’s contractual
20 arrangements with Mainsail. However, Maron Pictures were provided a ‘masters report’ as a
21 professional courtesy of all the master elements for the Motion Picture and award-winning trailer
22 that Maron Pictures had supplied to Visual Data on October 15, 2010. (*Exh. 12*, p. 94 ; *Exh. 25*, p.
23 127 - 130.)

24 28. On December 17, 2010, Maron Pictures again contacted Entertainment One and
25 outlined that there is “a major dispute with Shoreline Entertainment.” Maron Pictures further
26 reiterated that Entertainment One “are aware of some of [the] complaints since the beginning of
27 the year, including the unauthorized covers and trailer which violates [Plaintiff’s] contracts,
28 amongst other things.” Maron Pictures also relayed that it “wanted to make [Entertainment One]

1 aware of the current situation, as a professional courtesy, since [Maron Pictures] have had no
2 accountability in any manner from [Mainsail/Shoreline Entertainment].” (*Exh. 26*, p. 132.) Again,
3 the email was read but was completely ignored. (*Exh. 27*, p. 135.)

4 29. Since 2010, the Motion Picture was licensed for use and commercially released in
5 over 41 countries, namely 1. Bahrain 2. Egypt 3. Iran 4. Iraq 5. Jordan 6. Kuwait 7. Lebanon 8.
6 Oman 9. Palestinian Territories 10. Qatar 11. Saudi Arabia 12. Syria 13. United Arab Emirates
7 14. Republic of Yemen 15. Algeria 16. Morocco 17. Tunisia 18. Libya 19. Mauritania 20. Sudan
8 21. Somalia 22. Malta 23. Ireland 24. United Kingdom 25. Romania 26. Thailand 27. Vietnam 28.
9 Australia 29. New Zealand 30. Russia 31. Turkey 32. Indonesia 33. Malaysia 34. Brunei 35.
10 Greece 36. Cyprus 37. Sweden 38. Denmark 39. Norway 40. Finland and 41. Iceland. It turned
11 millions of dollars globally and enjoyed success all over the world. However, Plaintiff was not
12 paid his consideration in accordance with his ‘Agreement to Acquire Literary Material’ and his
13 ‘Agreement to Acquire Authorship Rights’ because Maron Pictures was never paid one brown
14 cent or received a single royalty report from Mainsail LLC. Accordingly, on the *1st day of*
15 *October, 2015, Plaintiff sent a formal ‘Notice of Contract Revocation’ to Maron Pictures*
16 *revoking all rights* he had assigned to it as per clauses 5 and 4 of his Agreement, respectively.
17 (*Exh. 7*, p. 59 - 60 ; *Exh. 8*, p. 73 - 74 ; *Exh. 9*, p. 82 - 83.) Further, under the ‘Assignment’
18 clauses 14 and 11 of his Agreement, respectively, it states “Purchaser may assign and transfer this
19 agreement or all or any part of its rights hereunder to any person, firm or corporation without
20 limitation, and *this Agreement shall be binding upon* and inure to the benefit of *the parties*
21 *hereto and their successors, representatives and assigns* forever.” (emphasis added.) (*Exh. 7*, p.
22 65 ; *Exh. 8*, p. 78.)

23 30. At a court hearing pursued by Maron Pictures in State court during June 2016, the
24 court found that Mainsail LLC “stopped all licensing activities when it received a “cease and
25 desist” letter from Maron Pictures on January [30], 2010.” (*Exh. 15*, p. 100.) Mainsail (who had
26 no rights relating to the Motion Picture other than those arising out of their agreement) also
27 testified that Maron Pictures never delivered the Motion Picture to them, which Maron Pictures
28 still disputes as (1) it was just not possible for Mainsail to get the masters or individual elements

1 for 'STRENGTH AND HONOUR' from anywhere else in the world, and (2) any derivative that
2 was unlawfully created could only be produced from the master elements that were provided by
3 Maron Pictures.

4 31. On December 1, 2016, Plaintiff met with a copyright solicitor on a personal basis,
5 Mark Stafford, partner of Lee & Thompson LLP in London, who had also been sent the 'Notice
6 of Contract Revocation' that Plaintiff had sent Maron Pictures on October 1, 2015, and sought
7 legal advice in relation to same. (*Exh. 28*, p. 138 - 140.)

8 32. On December 9, 2016, the court then granted Judgment in favor of Mainsail LLC,
9 Shoreline Entertainment, Inc., Sam Eigen and decreed that Maron Pictures would take nothing by
10 way of its complaint. (*Exh. 30*, p. 144 - 145.) In other words, the court ruled that the contract was
11 *not* enforceable and thus, Maron Pictures was not entitled to an accounting. However, since
12 Maron Pictures never delivered the Motion Picture as claimed by Mainsail, i.e. Plaintiff's
13 personal property, Mainsail had no legal right to use Plaintiff's property and had used it without
14 Maron Pictures consent before October 1, 2015 and used it without Plaintiff's consent under the
15 continuing violation doctrine.

16 33. Meanwhile, Plaintiff's Motion Picture still continued to be performed around the
17 world in 2016 contrary to Mainsail's testimony and "a "cease and desist" letter from Maron
18 Pictures on January [30], 2010", which was purportedly acted upon by Mainsail in 2010.
19 However, the Motion Picture was still being exploited in Ireland, the U.K. and Europe by
20 Defendants (*Exh. 29*, p. 142) in violation of Plaintiff's copyright 17 U.S.C. §§ 106(1), 106(2),
21 106(3), 106(4), 106(5), 106(6), 501 and his moral rights contrary to 17 U.S.C § 106A(a). (*Exh.*
22 *31*, p. 147.) Further, Defendants were still violating Plaintiff's copyright and his moral rights in
23 2019 (*Exh. 32*, p. 149 - 151) as is evidenced by a commercial purchase of same. (*Exh. 33*, p. 153.)

24 34. In or around early *December 2019*, *Plaintiff only got evidence for the first time*
25 *via an official confirmation from Visual Data that his copyright protected Motion Picture*
26 *masters had been unlawfully copied in the State of California at Visual Data contrary to 17*
27 *U.S.C. §§ 106 (1), 106 (2), 106 (5), 106A(a), 501 without his consent* (*Exh. 34*, p. 157 - 158 ;
28 *Exh. 35*, p. 160) and those illicit copies were acquired by numerous companies around the world,

1 who have been commercially exploiting Plaintiff's copyright protected Motion Picture under the
2 continuing violation doctrine. (*Exh. 36*, p. 162 - 163.) However, since these illicit copies were
3 created in the State of California, then extraterritoriality copyright infringement applies to every
4 copy that stemmed from them, as the copyrighted Motion Picture masters were 'records' from
5 which the work could be 'reproduced', and it is a tort to make them in the United States. Previous
6 circuit court rulings have also found that the copyright holder may recover damages that stem out
7 of the country from a direct infringement of its exclusive rights that occurs within the United
8 States. (*Exh. 2*, p. 25 - 26.)

9 35. In or around December 12, 2019, Plaintiff then wrote to Defendants and informed
10 them that they had infringed his Copyright and that he is entitled to recover his actual damages
11 pursuant to Federal Copyright Law (17 U.S.C. § 504), which he required payment of. (*Exh. 37*, p.
12 165 - 174.) Plaintiff also attached a certified copy of his Certificate of Registration from the
13 United States Copyright Office, PA 1-398-376, certified by Comyn, Kelleher, Tobin Solicitors
14 and a letter from his Chartered Accountants and Registered Auditors, Moore, confirming his
15 actual costs/damages of \$8,753,310. (*Exh. 38*, p. 176.)

16 36. On January 8th, 2020, Simon Osborn, Head of Legal and Business Affairs for
17 Entertainment One wrote to Plaintiff and stated that "Entertainment One were granted all linear
18 distribution rights, which included 'all means of download and streaming', in this film by way of
19 an agreement with Mainsail LLC". He also confirmed that they authorized giving it to "Google
20 and other digital platforms" and sought assurances that "no further action will be taken against
21 these platforms". (*Exh. 39*, p. 178.)

22 37. On January 10th, 2020, Plaintiff wrote to Mr. Osborn and attached the
23 'Entertainment One Demand Letter', which was issued to Entertainment One Ltd. via their Santa
24 Monica, California office, dated December 12th, 2019. Plaintiff also confirmed that copyright
25 infringements lawsuits were being drafted against several companies including Entertainment
26 One US LP for infringing his copyright. (*Exh. 40*, p. 180 - 182.)

27 38. On February 10, 2020, Plaintiff had a formal response from Defendants in relation
28 to his 'Demand for Payment' letter issued on December 12, 2019. Defendants admitted to using

1 his Motion Picture and stated that they got it from under license from Entertainment One. (*Exh.*
2 41, p. 184.)

3 39. On February 17, 2020, Plaintiff emailed Defendants and told them that his
4 Complaint was ready for filing but as a professional courtesy would like to extend them the
5 opportunity to review it. (*Exh.* 42, p. 186 – 187.)

6 40. On February 19, 2020, John P. Mancini of Mayer Brown LLP wrote to Plaintiff
7 suggesting that 17 U.S.C. § 512 precludes Defendants from copyright infringement liability as a
8 compliant service provider, but this is not the case as a compliant provider *cannot receive a*
9 *financial benefit directly attributable to the infringing activity.* (*Exh.* 43, p. 189 – 192; *Exh.* 32,
10 p. 149 – 151; *Exh.* 33, p. 153 – 155; *Exh.* 37, p. 170 – 172.)

11 41. On February 20, 2020, Plaintiff forwarded Mr. Mancini the Complaint and
12 confirmed that he would refrain from filing it until February 27, 2020. (*Exh.* 44, p. 194 – 195.)

13
14 **FIRST CLAIM FOR RELIEF**

15 **Copyright Infringement – 17 U.S.C. § 106, *et seq.***

16 **(Direct, Contributory Against All Defendants)**

17 42. Plaintiff repeats and re-alleges the averments contained in paragraphs 1 - 41 as
18 though fully set forth herein.

19 43. Plaintiff, Mark Mahon, is the sole owner of the copyright in an original work that
20 is fixed in a tangible media of expression. Effective on March 8, 2006, the United States
21 Copyright Office issued a copyright registration certificate for the original screenplay,
22 STRENGTH AND HONOR to Plaintiff. It was assigned number TXul-289-556 by the Copyright
23 Office. Effective on August 6, 2009, the United States Copyright Office issued a copyright
24 registration certificate for his Motion Picture, STRENGTH AND HONOUR, having registration
25 number PA 1-642-297. Effective on May 3, 2017, the United States Copyright Office issued a
26 supplementary copyright registration certificate for his motion picture, STRENGTH AND
27 HONOUR, to reflect that Plaintiff, Mark Mahon, is the registered author, writer, producer, feature
28 director and owner of exclusive rights of the Copyright having registration number PA 1-398-376

1 at the U.S. Copyright Office.

2 44. Upon information, belief, proof and admission of use, Defendants have produced,
3 reproduced, distributed, sold for profit and publicly performed Plaintiff's copyright protected
4 work and reproduced derivatives of Plaintiff's protected work that stemmed from the State of
5 California in violation of his exclusive rights, including the individual images of the Motion
6 Picture. Defendants' acts violate Plaintiff's exclusive rights under the Copyright Act, 17 U.S.C.
7 §§ 106 and 501, including Plaintiff's exclusive rights to produce, reproduce, distribute copies of
8 his work for their own profit, to make or reproduce derivative works, sell the copyrighted work
9 without Plaintiff's consent and to publicly display an illicit cover and trailer of his Motion
10 Picture.

11 45. Defendants' infringement has been undertaken with intent to financially gain from
12 Plaintiff's protected copyrighted work. Defendants have failed to exercise their right and ability
13 to supervise persons within their control to prevent infringement, and they did so with intent to
14 further their own financial interests with the infringement of Plaintiff, Mark Mahon's rights as
15 author, writer, producer, feature director and owner of exclusive rights of his Motion Picture,
16 'STRENGTH AND HONOUR'. Accordingly, Defendants have directly and contributorily
17 infringed Plaintiff's copyrighted work.

18 46. The above-described conduct by Defendants constitutes copyright infringement
19 under the Copyright Act.

20 47. As a result of the above-described conduct by Defendants, Plaintiff has been
21 damaged in an amount to be proven at trial and Plaintiff is entitled to his actual damages. Plaintiff
22 respectfully submits his actual damages are \$8,753,310 for his copyright infringed by Defendants.

23 48. Plaintiff is also entitled to recover from Defendants his costs and attorneys' fees
24 per copyright infringed for Defendants' copyright infringement.

25
26 **SECOND CLAIM FOR RELIEF**

27 **Infringement of Right of the Author – 17 U.S.C. § 106A(a).**

28 **(Direct, Contributory Against All Defendants)**

1 49. Plaintiff repeats and re-alleges the averments contained in paragraphs 1 - 48 as
2 though fully set forth herein.

3 50. Upon information, belief, proof and admission of use, Defendants have produced,
4 reproduced, distributed, sold for profit and publicly displayed Plaintiff's copyright protected work
5 with unauthorized derivatives that stemmed from the State of California in violation of Plaintiff's
6 moral rights. Defendants' acts violate Plaintiff's rights to attribution and integrity as author of the
7 Motion Picture under the Copyright Act, 17 U.S.C. §§ 106A(a) and 501, which include Plaintiff's
8 exclusive rights "to prevent any intentional distortion, mutilation, or other modification of that
9 work which would be prejudicial to his or her honor or reputation," and/or Plaintiff's exclusive
10 rights that "prevent any destruction of a work of recognized stature, and any intentional or grossly
11 negligent destruction of that work is a violation of that right."

12 51. Defendants' infringement of Plaintiff's right of the author has been undertaken
13 with intent to financially gain from Plaintiff's protected copyrighted work. Defendants have failed
14 to exercise their right and ability to supervise persons within their control to prevent this
15 infringement, and they did so with intent to further their own financial interests with the
16 infringement of Plaintiff's moral rights as author of his award-winning Motion Picture,
17 'STRENGTH AND HONOUR'. Plaintiff never assigned his moral rights or right of the author to
18 any individual, corporate, associate or otherwise in any country of the world. Accordingly,
19 Defendants have directly and contributorily infringed the exclusive rights of the author, i.e.,
20 Plaintiff, Mark Mahon.

21 52. The above-described conduct by Defendants constitutes copyright infringement
22 under the Copyright Act.

23 53. As a result of the above-described infringing conduct by Defendants, Plaintiff has
24 been damaged in an amount to be proven at trial and Plaintiff is entitled to his actual damages.
25 Plaintiff submits that he has been damaged in an amount of \$8,753,310 which are the copyright
26 owner's actual damages of his copyright infringed for Defendants' copyright infringement.

27 54. Plaintiff is also entitled to recover from Defendants his costs and attorneys' fees
28 per copyright infringed for Defendants' copyright infringement.

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DEMAND FOR JURY TRIAL

Plaintiff Mark Mahon hereby demands a trial by jury pursuant to Federal Rule of Civil Procedure 38 on all issues so triable.

Dated: February 27, 2020

Respectfully submitted,

By: 
Mark Mahon
Mariners Rest,
Mariners View Avenue,
Passage West,
Cork,
Ireland
Tel: + 353 87 742 4444
Email: movieman1000@live.com

Pro Se

EXHIBITS ATTACHED TO CIVIL COMPLAINT

| DOCUMENT TITLE AND DESCRIPTION | | PAGE |
|---------------------------------------|--|-------------|
| Exh 1. | Only authorized, copyright protected 'STRENGTH AND HONOUR' Cover/Poster. | 23 |
| Exh 2. | United States Copyright Certificate of Registration for the Motion Picture, no. PA 1-398-376, a certified copy by Comyn, Kelleher, Tobin Solicitors. | 25 - 26 |
| Exh 3 | Photographs of Plaintiff, Mark Mahon, during his two year film festival promotional campaign. | 28 - 43 |
| Exh 4 | Palace of Monaco Invitation and Photographs of Plaintiff, Mark Mahon and His Serene Highness, Prince Albert, Sovereign Prince of Monaco at the Royal screening of 'STRENGTH AND HONOUR' at the Palace of Monaco. | 45 - 47 |
| Exh 5 | Photograph of Plaintiff, Mark Mahon and the Motion Picture's leading actor, Michael Madsen on the Today Show in New York with Meredith Vieira. | 49 - 50 |
| Exh 6 | United States Copyright Certificate of Registration for the Screenplay, no. TXul-289-556, a certified copy by Comyn, Kelleher, Tobin Solicitors. | 52 |
| Exh 7 | Plaintiff's 'Agreement to Acquire Literary Material,' a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 54 - 68 |
| Exh 8 | Plaintiff's 'Agreement to Acquire Authorship Rights,' a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 70 - 80 |
| Exh 9 | Plaintiff's 'Notice of Contract Revocation' dated October 1, 2015, a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 82 - 83 |
| Exh 10 | Email delivering key art PSD file for cover, poster dated April 18, 2009. | 85 - 86 |

| | | PAGE |
|--------|--|-------------|
| Exh 11 | Email acknowledging receipt of Master elements from Visual Data in Burbank, California, dated August 25, 2009. | 88 - 92 |
| Exh 12 | Masters Report of the master elements that were provided to Visual Data in Burbank, California for the only authorized trailer showing awards won, dated October 15, 2010, a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 94 |
| Exh 13 | Illicit Cover used in Ireland in or around January, 2010 in violation of Plaintiff's contract, copyright and moral rights. | 96 |
| Exh 14 | Illicit Cover used by Defendants in violation of the Motion Picture's leading actor, Michael Madsen's contract, Plaintiff's contract, Plaintiff's copyright and Moral Rights. | 98 |
| Exh 15 | "Cease and desist" email sent to Mainsail LLC, dated January 30, 2010. | 100 - 101 |
| Exh 16 | Final Warning email to Mainsail LLC dated January 31, 2010. | 103 |
| Exh 17 | All Maron Picture's agreements including plaintiff's, cast, and crew contracts in relation to the Motion Picture were sent to Mainsail/Shoreline Entertainment via a YouSendIt download link, dated September 15, 2009. | 105 |
| Exh 18 | Email from Poonam Sahota of Entertainment One to Maron Pictures, dated February 9, 2010. | 107 |
| Exh 19 | Email from Maron Pictures to Entertainment One stating that it was "not happy about proceeding with the current marketing and artwork" and is "a clear breach of Mr. Madsen's and [Plaintiff's] contract, dated February 12, 2010. | 110 - 112 |
| Exh 20 | Email from Maron Pictures to Entertainment One stating that "[Maron Pictures] never agreed on the phone that [Maron Pictures] would allow initial stock to go out", dated February 12, 2010. | 114 |
| Exh 21 | Email from Maron Pictures to Entertainment One pointing out the inaccuracies in their email on Mainsail's behalf and Maron Pictures seeking an opportunity to speak directly and to come to a meeting of minds, dated February 12, 2010. | 116 |

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|--------|---|-------------|
| Exh 22 | Email from Maron Pictures to Entertainment One seeking to schedule a call and and then, the response from Entertainment One to Maron Pictures saying “the best and simplistic approach for us all is for communications to go through [Mainsail].” dated February 14, 2010. | 119 |
| Exh 23 | Email from Maron Pictures to Entertainment One seeking to have five questions answered, dated February 19, 2010. | 122 |
| Exh 24 | A read receipt from Entertainment One but the email was completely ignored, dated February 21, 2010. | 125 |
| Exh 25 | Masters Report of the master elements of the Motion Picture that Maron Pictures provided to Visual Data in Burbank, California for the Motion Picture and award-winning trailer dated, October 15, 2010, a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 127 - 130 |
| Exh 26 | Email from Maron Pictures to Entertainment One notifying them that there was a “major dispute with Shoreline” over the “unauthorized covers and trailer which violates [Plaintiff’s] contracts, amongst other things” and highlighting that Maron Pictures have had no accountability, dated December 17, 2010. | 132 |
| Exh 27 | A read receipt from Entertainment One but the email was completely ignored, dated December 17, 2010. | 135 |
| Exh 28 | Email sent to Mark Stafford, copyright solicitor and partner at Lee & Thompson LLP in London, showing that he was sent the ‘Notice of Contract Revocation’ Letter in 2016 and before our meeting at his office to discuss same on December 1, 2016. | 138 - 140 |
| Exh 29 | A letter from Comyn, Kelleher, Tobin Solicitors in Ireland confirming different companies still selling the Motion Picture with the illicit cover dated, December 5, 2016. | 142 |
| Exh 30 | Judgment received by Mainsail LLC, Shoreline Entertainment Inc. and Sam Eigen dated December 9, 2016. | 144 - 145 |
| Exh 31 | Proof ‘Google Play’ had the Motion Picture for sale in 2016, in violation of Plaintiff’s copyright and his Moral Rights. | 147 |

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| Exh 32 | Proof 'Google Play' were still selling Plaintiff's Motion Picture in 2019, in violation of his copyright and Moral Rights, dated January 2, 2019. | 149 - 151 |
| Exh 33 | Proof of a commercial purchase from 'Google Play' of Plaintiff's Motion Picture in 2019, in violation of his Copyright and Moral Rights, dated January 9, 2019. | 153 - 155 |
| Exh 34 | Confirmation email from Visual Data that they copied the Master elements provided to them, dated December 12, 2019. | 157 - 158 |
| Exh 35 | Confirmation email from Visual Data in Burbank, California attaching a report and acknowledging the deliverables created from the source masters dated December 16, 2019. | 160 |
| Exh 36 | Report from Visual Data in Burbank, California confirming the deliverables they created from the source masters that Maron Pictures had provided them and, the dates and names of the companies they provided those illicit masters with, a true copy of the original certified by Comyn, Kelleher, Tobin Solicitors. | 162 - 163 |
| Exh 37 | Financial Demand issued to Google LLC. dated December 12, 2019. | 165 - 174 |
| Exh 38 | A letter from Moore, Chartered Accountants and Registered Auditors for Plaintiff, Mark Mahon confirming his actual costs/ expenditure, dated December 12, 2019. | 176 |
| Exh 39 | Email received from Simon Osborn, Head of Legal and Business Affairs for Entertainment One, dated January 8, 2020. | 178 |
| Exh 40 | A reply email from Plaintiff, Mark Mahon to Simon Osborn confirming that he had also issued a 'Demand Letter' to Entertainment One at their Santa Monica, California office dated December 12, 2019 and that copyright infringement lawsuits were being drafted against several companies including Entertainment One US LP for infringing his copyright, dated January 10, 2020. | 180 - 182 |

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| Exh 41 | Email received from Kathlyn Querubin, Litigation Counsel for Google LLC in response to Plaintiff's 'Demand for Payment' letter. Defendants admit to using Plaintiff's Motion Picture but state they got it under license, dated February 10, 2020. | 184 |
| Exh 42 | Plaintiff emailed Kathlyn Querubin, Litigation Counsel for Google LLC and told them that his Complaint was ready for filing but extended them a professional courtesy to review it, dated February 17, 2020. | 186 - 187 |
| Exh 43 | John P. Mancini of Mayer Brown LLP wrote to Plaintiff and asked him to refrain from filing the Complaint, dated February 19, 2020. | 189 - 192 |
| Exh 44 | Plaintiff wrote back to Defendants on February 20, 20 and forwarded them the complaint and stated that he would refrain from filing the Complaint until February 27, 2020. | 194 - 195 |

EXHIBIT 1

MICHAEL MADSEN VINNIE JONES PATRICK BERGIN RICHARD CHAMBERLAIN

STRENGTH AND HONOUR

HOPE IS FOR EVERYONE

WINNER BEST OF THE FESTIVAL 23rd BOSTON FILM FESTIVAL
 WINNER BEST FEATURE 23rd BOSTON FILM FESTIVAL
 WINNER BEST FEATURE 2009 AURORA AWARDS
 WINNER BEST FEATURE SUMMITTOWN SPORTS FILM FESTIVAL

WINNER BEST FEATURE LOS ANGELES
 WINNER CHRIS AWARD LOS ANGELES FILM FESTIVAL
 WINNER BEST ACTOR LOS ANGELES FILM FESTIVAL
 WINNER BEST DIRECTOR LOS ANGELES FILM FESTIVAL
 WINNER BEST SCORE LOS ANGELES FILM FESTIVAL

WINNER BEST FOREIGN FEATURE SAN FRANCISCO FILM FESTIVAL
 WINNER BEST PERFORMANCE IN A FEATURE FILM LOS ANGELES
 WINNER BEST DIRECTOR SAN FRANCISCO FILM FESTIVAL
 12 NOMINATIONS & OFFICIAL SELECTIONS INTERNATIONAL FILM FESTIVALS

WINNER BEST FEATURE SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 WINNER BEST ACTOR SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 WINNER BEST SUPPORTING ACTOR SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 WINNER BEST DIRECTOR SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 NOMINATED GAIL FITZPATRICK SAN FRANCISCO INTERNATIONAL FILM FESTIVAL

WINNER BEST ACTRESS SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 WINNER BEST SCREENPLAY SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 WINNER BEST DIRECTOR SAN FRANCISCO INTERNATIONAL FILM FESTIVAL
 NOMINATED MARK MAHON SAN FRANCISCO INTERNATIONAL FILM FESTIVAL

"It tugs at the heartstrings while elevating the human spirit... a clear knockout that shouldn't be missed." - Meredith Vieira, NBC's Today Show

"The same group had seen 'SLUMDOG MILLIONAIRE' and they seemed equally impressed by this feel-good crowd-pleaser." - Pete Hammond, L.A. Times

MAHON PICTURES PRESENTS A MARK MAHON PRODUCTION "STRENGTH AND HONOUR" MICHAEL MADSEN VINNIE JONES PATRICK BERGIN RICHARD CHAMBERLAIN
 DIRECTED BY MARK MAHON
 WRITTEN BY JAMIE SHREVE
 PRODUCED BY MARK MAHON
 COSTUME DESIGNER KATE COGGINS
 EXECUTIVE PRODUCERS HOWARD GIBBONS
 EXECUTIVE PRODUCERS LEEANNE WOOD
 EXECUTIVE PRODUCERS ALAN ALMOND
 EXECUTIVE PRODUCERS DEAN KILGHER
 EXECUTIVE PRODUCERS MARK MAHON
 EXECUTIVE PRODUCERS MARK MAHON

WWW.STRENGTHANDHONORTHETHEMOVIE.COM

EXHIBIT 2

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Karen Taylor Clayton
Acting United States Register of Copyrights and Director

Form CA
For Supplementary Registration
UNITED STATES COPYRIGHT OFFICE

PA 1-398-376



TX TXU **PA** PAU VA VAW ISR SRU RE
EFFECTIVE DATE OF SUPPLEMENTARY REGISTRATION

05/03/2017
Month Day Year

§705. It will appear that the information may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

A

Title of Work ▼

STRENGTH AND HONOUR

Registration Number of the Basic Registration ▼

PA 1-642-297

Year of Basic Registration ▼

August 6, 2009

Name(s) of Author(s) ▼

Maron Pictures

Name(s) of Copyright Claimant(s) ▼

Maron Pictures

B

Location and Nature of Incorrect Information in Basic Registration ▼

Line Number 4 Line Heading or Description Author

Incorrect Information as it Appears in Basic Registration ▼

Maron Pictures

Corrected Information ▼

Mark Mahon

Explanation of Correction ▼

MARK MAHON, IRISH CITIZEN, MADE A FILING ERROR AND PLACED HIS COMPANY NAME IN EVERY PLACE WHERE HIS NAME SHOULD HAVE BEEN PLACED IN ERROR. MARK MAHON IS THE WRITER, PRODUCER, DIRECTOR AND COPYRIGHT OWNER OF STRENGTH AND HONOUR.

C

Location and Nature of Information in Basic Registration to be Amplified ▼

Line Number _____ Line Heading or Description _____

Amplified Information and Explanation of Information ▼

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Cornyn Kelleher Tobin

Cornyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

MORE ON BACK ▶ Complete all applicable spaces (D-G) on the reverse side of this page. See detailed instructions. Sign the form at Space F.

DO NOT WRITE HERE
Page 1 of _____ pages

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin
Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

FORM CA RECEIVED

FORM CA

05/03/2017

FUNDS RECEIVED DATE

05/03/2017

EXAMINED BY

SGW

CORRESPONDENCE

FOR
COPYRIGHT
OFFICE
USE
ONLY

REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION YES NO

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of Part B or Part C

Line No. 8 under Copyright Claimant states Maron Pictures. This should be augmented to Mark Mahon.

D

Line No. 13 under Rights and Permissions states Maron Pictures. This should be augmented to Mark Mahon.

Line No. 14 under Certification states Maron Pictures. This should be augmented to Mark Mahon

Correspondence: Give name and address to which correspondence about this application should be sent.

Mark Mahon

Mariners Rest, Mariners View Avenue, Passage, Cork, IRELAND

E

Phone: 353 [redacted] Fax: 353 [redacted] Email: [redacted]

Deposit Account: If the registration fee is to be charged to a deposit account established in the Copyright Office, give name and number of account.

Name _____

Account Number _____

Certification: I, the undersigned, hereby certify that I am the: (Check only one)

- author
- owner of exclusive right(s)
- other copyright claimant
- duly authorized agent of

Mark Mahon

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

F

Typed or printed name ▼ Mark Mahon

Date ▼ April 18, 2017

Handwritten signature (X) ▼

[Handwritten signature]

Certificate will be mailed in window envelope to this address:

| | |
|---------------------|---|
| Name ▼ | Mark Mahon |
| Number/Street/Apt ▼ | [redacted], Mariners Rest, Mariners View Avenue, Passage, |
| City/State/ZIP ▼ | Cork, IRELAND |

YOU MUST:

- Complete all necessary spaces
- Sign your application in Space F

SEND ALL ELEMENTS IN THE SAME PACKAGE:

1. Application form
2. Non-refundable filing fee in check or money order payable to Register of Copyrights

MAIL TO:

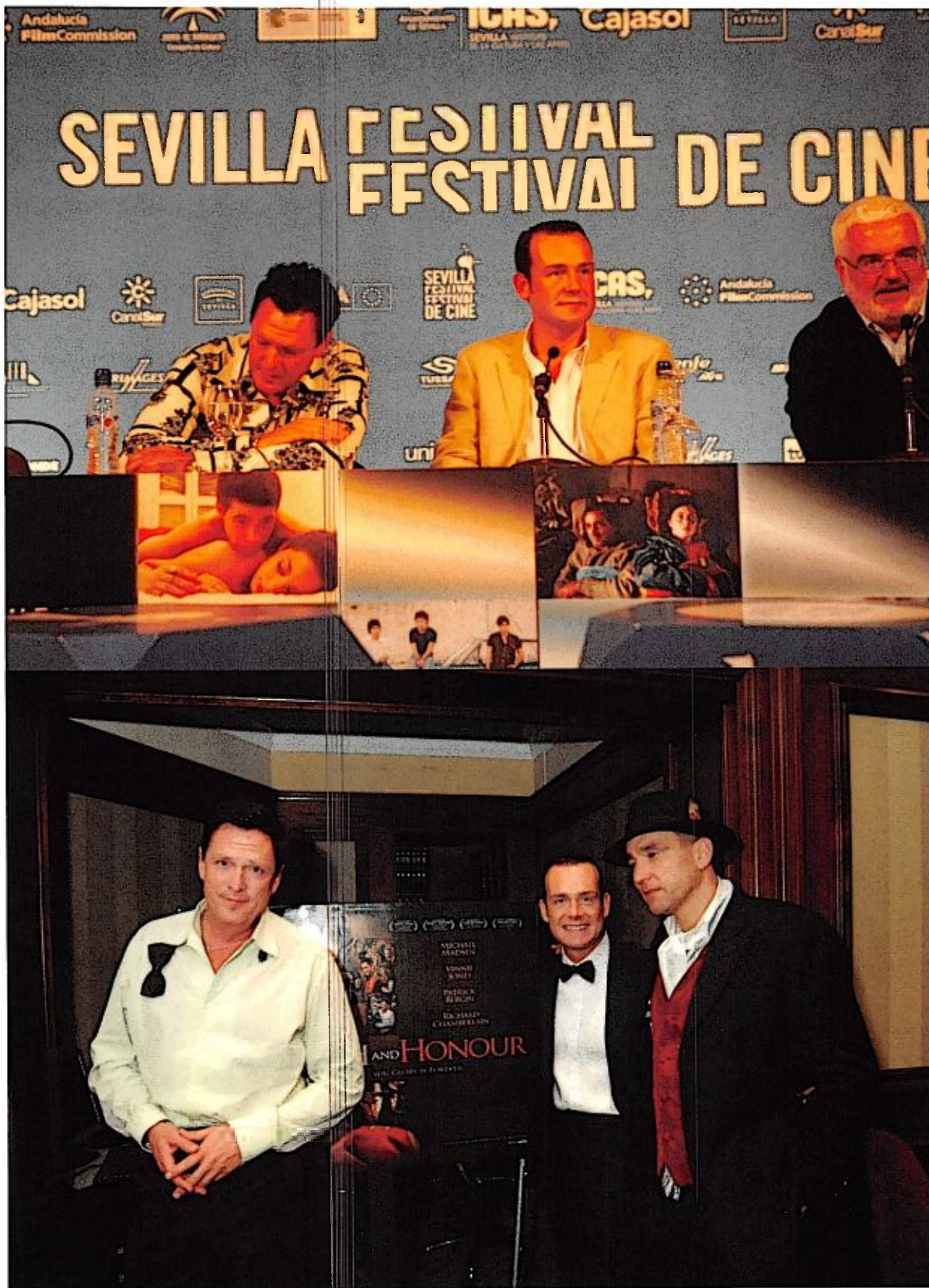
Library of Congress
Copyright Office-PAOD
107 Independence Avenue SE
Washington, DC 20559

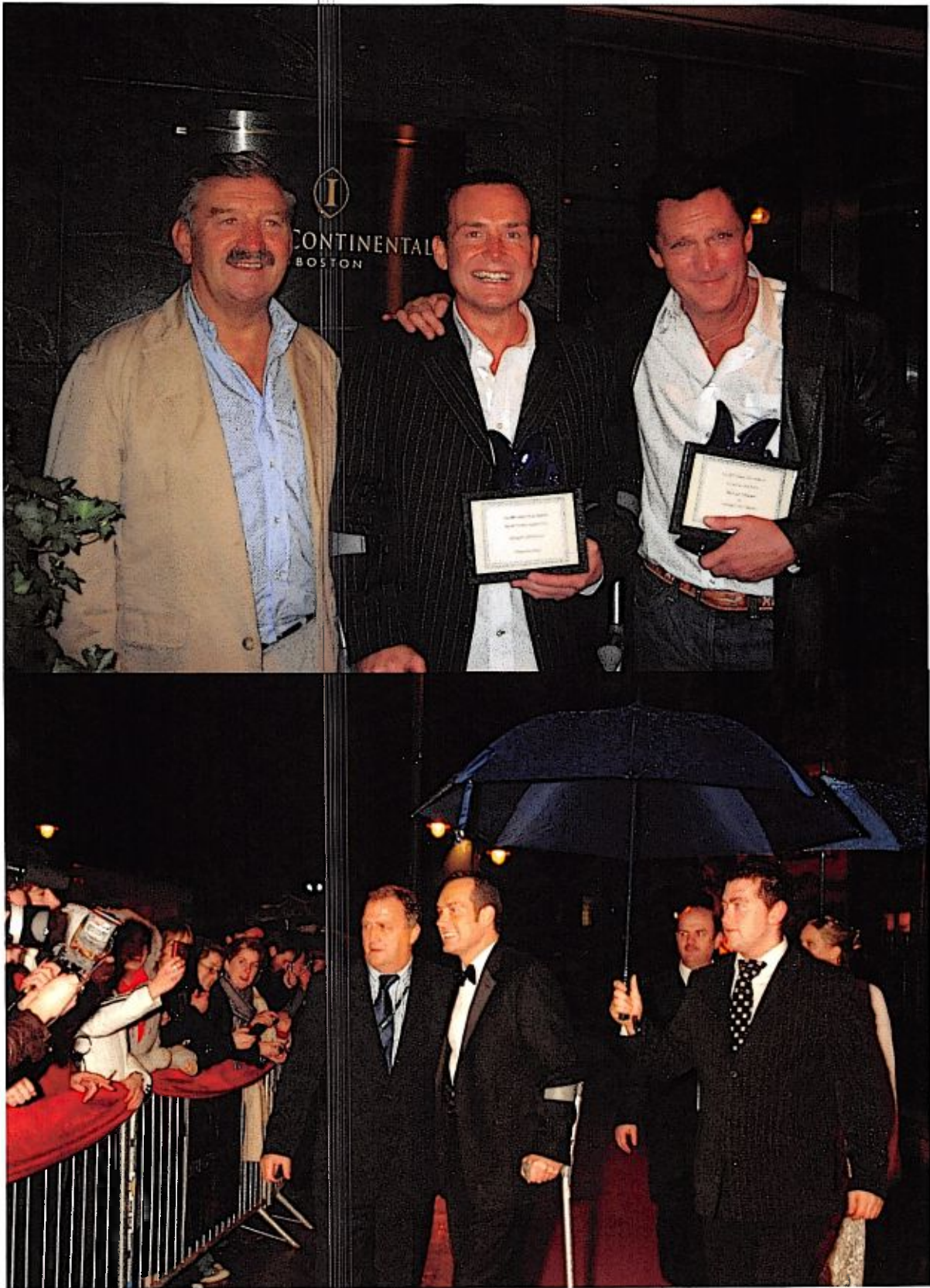
G

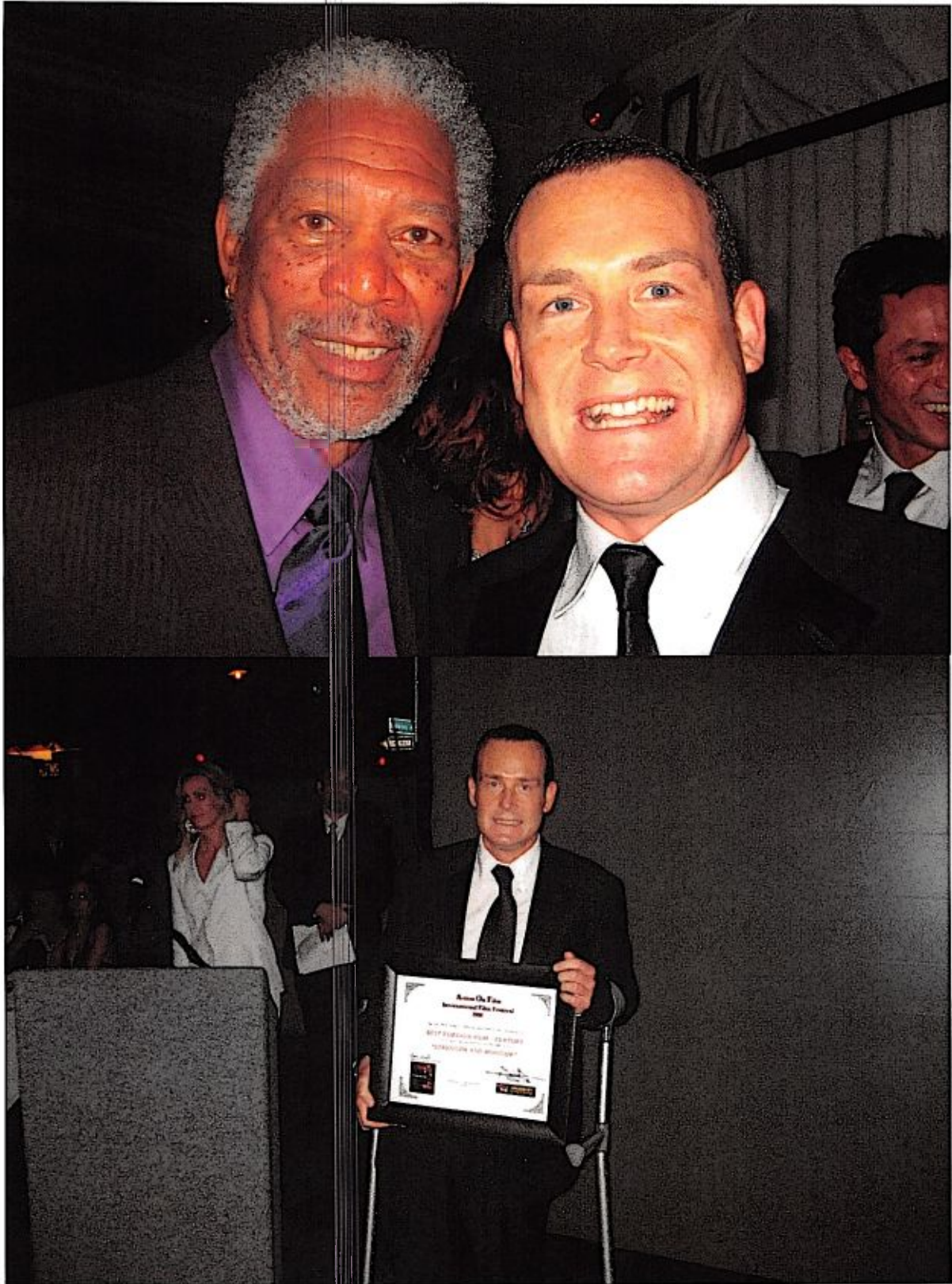
*17 U.S.C. §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

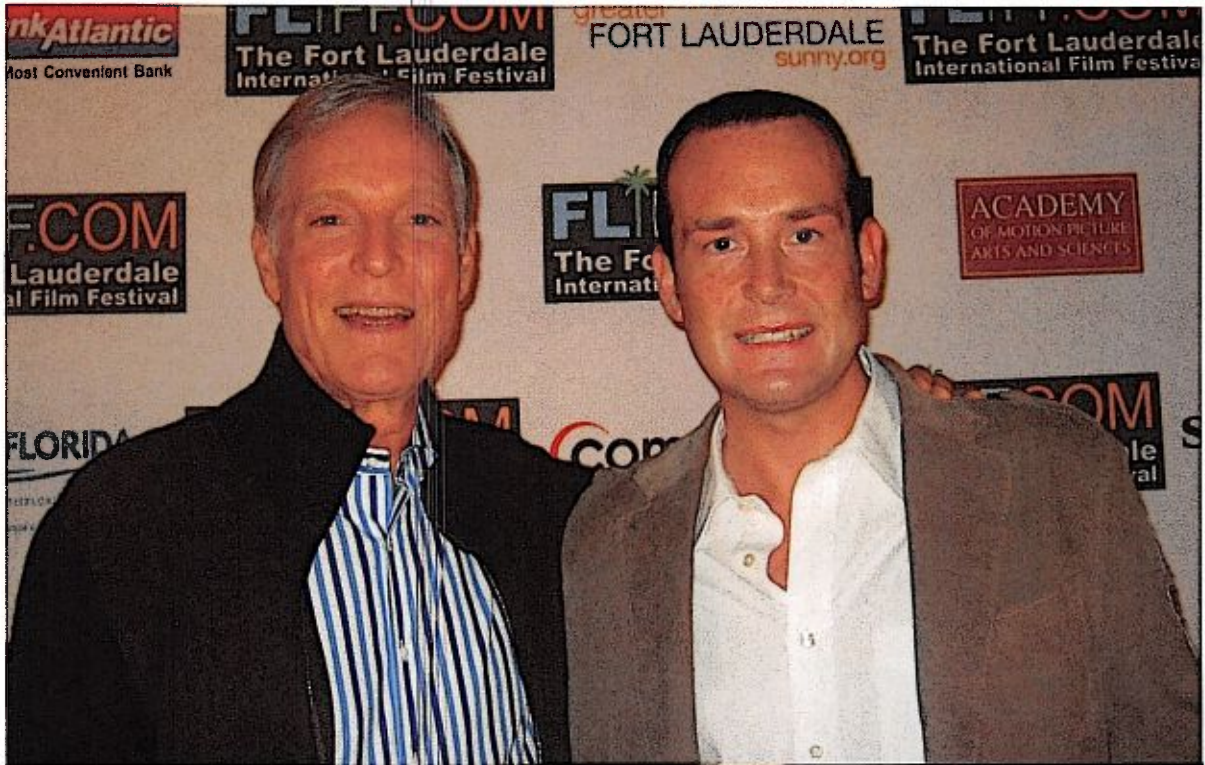
EXHIBIT 3















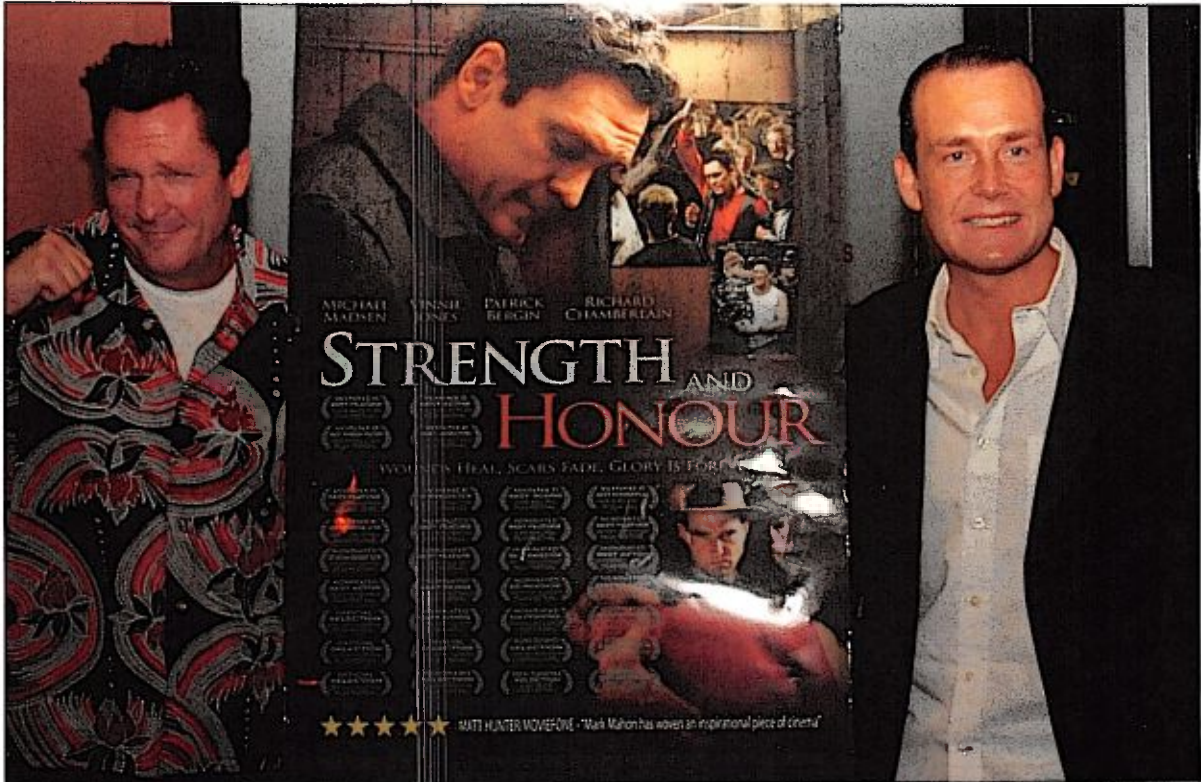


















EXHIBIT 4



Palais de Monaco

Par ordre de Son Altesse Sérénissime le Prince Souverain

le Chambellan a l'honneur d'inviter

Mr & Mrs Mark Mahon

To attend a private screening of 'Strength and Honour'
March 17, 2010 at 8hrs 30 in the Palace Cinema

Tenue Jacket, no tie
A 'Touch of Green'

R.S.V.P. au Chambellan - Palais Princier - B.P. 518 - MC 98015 Monaco Cedex

Tél. : +377 93 25 18 31 - Fax : +377 93 30 69 72 - E-mail : shonneur@palais.mc

PRIÈRE DE PRÉSENTER CETTE CARTE À L'ENTRÉE





EXHIBIT 5





EXHIBIT 6

We certify that the within document is a true copy of the original.

Certificate of Registration

Dated this 6 day of February 2020



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Signed: Comyn Kelleher Tobin

Comyn Kelleher Tobin
 Solicitor General
 Short Form TX
 For a Non-dramatic Literary Work
 UNITED STATES COPYRIGHT OFFICE

Marybeth Peters

Register of Copyrights, United States of America

REGISTRATION NUMBER
TXu1-289-556

 Effective Date of Registration
3-8-06
 Application Received
MAR 08 2006
MAR 08 2006 Two
 Fee Received



Examined By

 Correspondence

TYPE OR PRINT IN BLACK INK DO NOT WRITE ABOVE THIS LINE.

| | |
|--|--|
| Title of This Work. Alternative title or title of larger work in which this work was published | 1 STRENGTH AND HONOR |
| Name and Address of Author and Owner of the Copyright. Nationality or domicile Phone fax and email. | 2 MARK MAHON 3, MARINERS REST, MARINERS VIEW AVENUE, PASSAGE WEST, CORK, IRELAND Phone (353) 87-1260025 Fax (1770) 8185848 Email MARON@10L IE |
| Year of Creation | 3 2005 |
| If work has been published, Date and Nation of Publication. | 4 a Date _____ (Month day and year all required) b Nation _____ |
| Type of Authorship in This Work Check all that this author created. | 5 <input checked="" type="checkbox"/> Text (includes fiction nonfiction poetry, computer programs etc) <input type="checkbox"/> Illustrations <input type="checkbox"/> Photographs <input type="checkbox"/> Compilation of terms or data |
| Signature Registration cannot be completed without a signature | 6 I certify that the statements made by me in this application are correct to the best of my knowledge Check one <input checked="" type="checkbox"/> Author <input type="checkbox"/> Authorized agent X _____ |
| OPTIONAL Name and Address of Person to Contact for Rights and Permissions Phone fax, and email | 7 <input checked="" type="checkbox"/> Check here if same as #2 above Phone () Fax () Royal |

8
 Certificate will be mailed in window envelope to this address

| | |
|-------------------|---|
| Name | MARK MAHON |
| Number/Street/Apt | 3, MARINERS REST, MARINERS VIEW AVENUE, PASSAGE WEST, |
| City/State/ZIP | CORK, IRELAND |

Complete this space only if your currently hold a Deposit Account in the Copyright Office

9 Deposit Account # _____
 Name _____

 DO NOT WRITE HERE Page 1 of 1 page

EXHIBIT 7

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin

Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

AGREEMENT TO ACQUIRE LITERARY MATERIAL

THIS AGREEMENT is made on the 25th day of September 2006 by and between **MARK MAHON** (hereinafter referred to as "Owner") and **MARON PICTURES LIMITED**, t/a **Maron Pictures Limited Liability Company** and **Maron Pictures**, having its registered office at **Mariners Rest, Mariners View Avenue, Passage West, Cork, Ireland** (hereinafter referred to as "Purchaser") with respect to Owner's screenplay entitled "Strength and Honour". This work including all adaptations and/or versions, the titles, characters, plots, themes and storyline is collectively referred to hereinafter as the "Property".

THE PARTIES AGREE AS FOLLOWS:

1. **RIGHTS GRANTED:** Owner hereby sells, grants, conveys and assigns to Purchaser, its successors, licensees and assigns exclusively and forever, all motion picture rights (including all silent, sound, dialogue and musical motion picture rights), all television motion picture and other television rights, together with limited radio broadcasting rights and 7,500 word publication rights for advertisement, publicity and exploitation purposes, any and all allied and ancillary rights, throughout the universe, in and to the Property and in and to the copyright thereof and all renewals and extensions of copyright. Included among the rights granted to Purchaser hereunder (without in any way limiting the grant of rights hereinabove made) are the following sole and exclusive rights throughout the universe:

- (a) To make, produce, adapt and copyright one or more motion picture adaptations or versions, whether fixed on film, tape, disc, wire, audio-visual cartridge, cassette or through any other technical process whether now known or hereafter devised, based in whole or in part on the Property, of every size, gauge, color or type, including, but not limited to, musical motion pictures and remakes of and sequels to any motion picture produced hereunder and motion pictures in series or serial form, and for such purposes to record and reproduce and license others to record and reproduce, in synchronization with such motion pictures, spoken words taken from or based upon the text or theme of the Property and any and all kinds of music, musical accompaniments and/or lyrics to be performed or sung by the performers in any such motion picture and any and all other

*Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork*

kinds of sound and sound effects.

- (b) To exhibit, perform, rent, lease and generally deal in and with any motion picture produced hereunder:
 - (i) by all means or technical processes whatsoever, whether now known or hereafter devised including, by way of example only, film, tape, disc, wire, audio-visual cartridge, cassette or television (including commercially sponsored, sustaining and subscription or pay-per-view television, or any derivative thereof); and
 - (ii) in any place whatsoever, including homes, theatres and elsewhere, and whether or not a fee is charged, directly or indirectly, for viewing any such motion picture.
- (c) To broadcast, transmit or reproduce the Property or any adaptation or version thereof (including without limitation, any motion picture produced hereunder and/or any script or other material based on or utilizing the Property or any of the characters, themes or plots thereof), by means of television or any process analogous thereto whether now known or hereafter devised (including commercially sponsored, sustaining and subscription or pay-per-view television), through the use of motion pictures produced on films or by means of magnetic tape, wire, disc, audio-visual cartridge or any other device now known or hereafter devised and including such television productions presented in series or serial form, and the exclusive right generally to exercise for television purposes all the rights granted to Purchaser hereunder for motion picture purposes.
- (d) Without limiting any other rights granted Purchaser, to broadcast and/or transmit by television or radio or any process analogous thereto whether now known or hereafter devised, all or any part of the Property or any adaptation or version thereof, including any motion picture or other version or versions thereof, and announcements pertaining to said motion picture or other version or versions, for the purpose of advertising, publicizing or exploiting such motion picture or other version or versions, which broadcasts or transmissions may be accomplished through the use of living actors

*Conyn Kelleher Tobin
Solicitors
29 South Mall
Cork*

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performing simultaneously with such broadcast or transmission or by any other method or means including the use of motion pictures (including trailers) reproduced on film or by means of magnetic tape or wire or through the use of other recordings or transcriptions.

- (e) To publish and copyright or cause to be published and copyrighted in the name of Purchaser or its nominee in any and all languages throughout the world, in any form or media, synopses, novelizations, serializations, dramatizations, abridged and/or revised versions of the Property adapted from the Property or from any motion picture and/or other version of the Property for the purpose of advertising, publicizing and/or exploiting any such motion picture and/or other version.
- (f) For the foregoing purposes to use all or any part of the Property and any of the characters, plots, themes and/or ideas contained therein, and the title of the Property and any title or subtitle of any component of the Property, and to use said titles or subtitles for any motion picture or other version or adaptation whether or not the same is based on or adapted from the Property and/or as the title of any musical composition contained in any such motion picture or other version or adaptation.
- (g) To use and exploit commercial or merchandise tie-ups and recordings of any sort and nature arising out of or connected with the Property and/or its motion picture or other versions and/or the title or titles thereof and/or the characters thereof and/or their names or characteristics.

All rights, licenses, privileges and property herein granted Purchaser shall be cumulative and Purchaser may exercise or use any or all said rights, licenses, privileges or property simultaneously with or in connection with or separately and apart from the exercise of any other of said rights, licenses, privileges and property. If Owner hereafter makes or publishes or permits to be made or published any revision, adaptation, sequel, translation or dramatization or other versions of the Property, then Purchaser shall have and Owner hereby grants to Purchaser without payment therefor all of the same rights therein as are herein granted Purchaser. The terms "Picture" and "Pictures" as used herein shall be deemed to mean or include any present or future kind of motion picture production

Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork

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based upon the Property, with or without sound recorded and reproduced synchronously therewith, whether the same is produced on film or by any other method or means now or hereafter used for the production, exhibition and/or transmission of any kind of motion picture productions.

2. **RIGHTS RESERVED:** The following rights are reserved to Owner for Owner's use and disposition, subject, however, to the provisions of this agreement:

- (a) **Publication Rights:** The right to publish and distribute printed versions of the Property owned or controlled by Owner in book form, whether hardcover or softcover, and in magazines or other periodicals, whether in instalments or otherwise, subject to Purchaser's rights as provided for in Clause 1 *supra*.
- (b) **Stage Rights:** The right to perform the Property or adaptations thereof on the spoken stage with actors appearing in person in the immediate presence of the audience, provided no broadcast, telecast, recording, photography or other reproduction of such performance is made. Owner agrees not to exercise, or permit any other person to exercise, said stage rights earlier than five (5) years after the first general release or telecast, if earlier, of the first Picture produced hereunder, or seven (7) years after the date of exercise of the purchaser's option to acquire the property, whichever is earlier.
- (c) **Radio Rights:** The right to broadcast the Property by sound (as distinguished from visually) by radio, subject however to Purchaser's right at all times to: (i) exercise its radio rights provided in Clause 1 *supra* for advertising and exploitation purposes by living actors or otherwise, by the use of excerpts from or condensations of the Property or any Picture produced hereunder; and (ii) in any event to broadcast any Picture produced hereunder by radio. Owner agrees not to exercise, or permit any other person to exercise, Owner's radio rights earlier than five (5) years after the first general release or initial telecast, if earlier, of the first Picture produced hereunder or seven (7) years after the date of exercise of purchaser's option to acquire the property, whichever is earlier.
- (d) **Author-written Sequel:** A literary property (story, novel, drama or otherwise), whether written before or after the Property and whether written by Owner, someone authorized by Owner, or by a successor in interest of Owner, using one or more of the characters

Camryn Kelleher Tobin
Solicitors
29 South Mall
Cork

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appearing in the Property, participating in different events from those found in the Property, and whose plot is substantially different from that of the Property. Owner shall have the right to exercise publication rights; i.e., in book or magazine form, at any time. Owner agrees not to exercise, or permit any other person to exercise any other rights (including but not limited to motion picture or allied rights) of any kind in or to any author-written sequel earlier than five (5) years after the first general release of the first Picture produced hereunder, or seven (7) years after the date of exercise of purchaser's option to acquire the property, whichever is earlier, provided such restriction on Owner's exercise of said author-written sequel rights shall be extended to any period during which there is in effect, in any particular country or territory, a network television broadcasting agreement for a television motion picture, (i) based upon the Property, or (ii) based upon any Picture produced in the exercise of rights assigned herein, or (iii) using a character or characters of the Property, plus one (1) year, which shall also be a restricted period in such country or territory, whether or not such period occurs wholly or partly during or entirely after the 5/7 year period first referred to in this clause. Any disposition of motion picture or allied rights in an author-written sequel made to any person or company other than Purchaser shall be made subject to the following limitations and restrictions:

Inasmuch as the characters of the Property are included in the exclusive grant of motion picture rights to Purchaser, no sequel rights or television series rights may be granted to such other person or company, but such characters from the Property which are contained in the author-written sequel may be used in a motion picture and remakes thereof whose plot is based substantially on the plot of the respective author-written sequel.

It is expressly agreed that Owner's reserved rights under this subclause relate only to material written or authorized by Owner and not to any revision, adaptation, sequel, translation or dramatization written or authorized by Purchaser, even though the same may contain characters or other elements contained in the Property.

3. **RIGHT TO MAKE CHANGES:** Owner agrees that Purchaser shall have the unlimited right to vary, change, alter, modify, add to and/or delete from the Property, and to rearrange and/or transpose the Property and change the sequence thereof and the characters and

Cowyn Kelcher Tobin
Solicitors
29 South Mall
Cork

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We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin
Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

descriptions of the characters contained in the Property, and to use a portion or portions of the Property or the characters, plots, or theme thereof in conjunction with any other literary, dramatic or other material of any kind. Owner hereby waives the benefits of any provision of law known as the "droit moral" or moral rights or any similar law in any country of the world and agrees not to permit or prosecute any action or lawsuit on the ground that any Picture or other version of the Property produced or exhibited by Purchaser, its assignees or licensees, in any way constitutes an infringement of any of the Owner's "droit moral" or moral rights or is in any way a defamation or mutilation of the Property or any part thereof or contains unauthorized variations, alterations, modifications, changes or translations.

4. **DURATION AND EXTENT OF RIGHTS GRANTED:** Purchaser shall enjoy, solely and exclusively, all the rights, licenses, privileges and property granted hereunder throughout the world, in perpetuity, as long as any rights in the Property are recognized in law or equity, except insofar as such period of perpetuity may be shortened due to any now existing or future copyright by Owner of the Property and/or any adaptations thereof, in which case Purchaser shall enjoy its sole and exclusive rights, licenses, privileges and property hereunder to the fullest extent permissible under and for the full duration of such copyright or copyrights, whether common law or statutory, and any and all renewals and/or extensions thereof, and shall thereafter enjoy all such rights, licenses, privileges and property non-exclusively in perpetuity throughout the world. The rights granted herein are in addition to and shall not be construed in derogation of any rights which Purchaser may have as a member of the public or pursuant to any other agreement. All rights, licenses, privileges and property granted herein to Purchaser are irrevocable and not subject to rescission, restraint or injunction under any circumstances except in the event of failure to pay the money consideration which shall be paid in full by the 30th day of September, 2015.

5. **CONSIDERATION:** As consideration for all rights granted and assigned to Purchaser and for Owner's representations and warranties, Purchaser agrees to pay to Owner, and Owner agrees to accept:

- (a) For production of a script on which a theatrical motion picture is to be based, €300,000.00 (Three Hundred Thousand Euro) payable in accordance with the terms of the related

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Production, Finance and Distribution agreement entered into between the Purchaser and Strength and Honour Productions Limited of even date (hereinafter referred to as the PFD) and the Share Purchase Agreement entered into between the Purchaser and S&H Film Nominees Limited on even date. This consideration shall be paid in full no later than the 30th day of September, 2015 or all rights granted and assigned herein by Owner to Purchaser may be revoked by Owner subject to his sole discretion.

- (b) Further script royalties in the amount of 40% of the surplus arising for distribution pursuant to the terms of Clause 13 (1) (b) of the PFD to be paid in accordance with the terms of that agreement.

6. **REPRESENTATIONS AND WARRANTIES:**

- (a) **Sole Proprietor:** Owner represents and warrants to Purchaser that Owner is the sole and exclusive proprietor, throughout the universe, of that certain original literary material written by Owner entitled "Strength and Honour".
- (b) **Facts:** Owner represents and warrants to Purchaser as follows:
 - (i) Owner is the sole author and creator of the Property.
 - (ii) No motion picture or dramatic version of the Property, or any part thereof, has been manufactured, produced, presented or authorized; no radio or television development, presentation, or program based on the Property, or any part thereof, has been manufactured, produced, presented, broadcast or authorized; and no written or oral agreements or commitments whatsoever with respect to the Property, or with respect to any rights therein, have been made or entered into by or on behalf of Owner.
 - (iii) Except as otherwise specified herein, none of the rights granted and assigned to Purchaser have been granted and/or assigned to any person, firm or corporation other than Purchaser.
- (c) **No Infringement or Violation of Third Party Rights:** Owner represents and warrants to Purchaser that Owner has not adapted the Property from any other literary, dramatic or other material of any kind, nature or description, nor, except for material which is in the public domain, has Owner copied or used in the Property the plot, scenes, sequence or story

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of any other literary, dramatic or other material; that the Property does not infringe upon any common law or statutory rights in any other literary, dramatic or other material; that no material contained in the Property is libelous or violative of the right of privacy of any person; that the full utilization of any and all rights in and to the Property granted by Owner pursuant to this Agreement will not violate the rights of any person, firm or corporation; and that the Property is not in the public domain in any country in the world where copyright protection is available.

- (e) **No Impairment of Rights:** Except as otherwise specified herein, Owner represents and warrants to Purchaser that Owner is the exclusive proprietor, throughout the universe, of all rights in and to the Property granted herein to Purchaser; that Owner has not assigned, licensed or in any manner encumbered, diminished or impaired any such rights; that Owner has not committed or omitted to perform any act by which such rights could or will be encumbered, diminished or impaired; and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright in the Property, or in any part thereof, or in any rights granted herein to Purchaser. Owner further represents and warrants that no attempt shall be made hereafter to encumber, diminish or impair any of the rights granted herein and that all appropriate protection of such rights will continue to be maintained by Owner.

7. INDEMNIFICATION:

- (a) Owner agrees to indemnify Purchaser against all judgments, liability, damages, penalties, losses and expense (including reasonable attorneys' fees) which may be suffered or assumed by or obtained against Purchaser by reason of any breach or failure of any warranty or agreement herein made by Owner.
- (b) Purchaser agrees to indemnify Owner against all judgments, liability, damages, penalties, losses and expense (including reasonable attorneys' fees) which may be suffered or assumed by or obtained against Owner by reason of the development, production and distribution of any Picture produced pursuant hereto, except to the extent covered by Owner's preceding indemnity.
- (c) Purchaser shall not be liable to Owner for damages of any kind in connection with any

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Picture it may produce, distribute or exhibit, or for damages for any breach of this agreement (except failure to pay the money consideration herein specified) occurring or accruing before Purchaser has had reasonable notice and opportunity to adjust or correct such matters.

- (d) All rights, licenses and privileges herein granted to Purchaser are irrevocable and not subject to rescission, restraint or injunction (except failure to pay the money consideration herein specified) under any circumstances.

8. **PROTECTION OF RIGHTS GRANTED:** Owner hereby grants to Purchaser the free and unrestricted right, but at Purchaser's own cost and expense, to institute in the name and on behalf of Owner, or Owner and Purchaser jointly, any and all suits and proceedings at law or in equity, to enjoin and restrain any infringements of the rights herein granted, and hereby assigns and sets over to Purchaser any and all causes of action relative to or based upon any such infringement, as well as any and all recoveries obtained thereon. Owner will not compromise, settle or in any manner interfere with such litigation if brought; and Purchaser agrees to indemnify and hold Owner harmless from any costs, expenses, or damages which Owner may suffer as a direct result of any such suit or proceeding.

9. **COPYRIGHT:** Regarding the copyright in and to the Property, Owner agrees that:

- (a) Owner will prevent the Property and any arrangements, revisions, translations, novelizations, dramatizations or new versions thereof whether published or unpublished and whether copyrighted or uncopyrighted, from vesting in the public domain, and will take or cause to be taken any and all steps and proceedings required for copyright or similar protection in any and all countries in which the same may be published or offered for sale, insofar as such countries now or hereafter provide for copyright or similar protection. Any contract or agreement entered into by Owner authorizing or permitting the publication of the Property or any arrangements, revisions, translations, novelizations, dramatizations or new versions thereof in any country will contain appropriate provisions requiring such publisher to comply with all the provisions of this clause.

- (b) Without limiting the generality of the foregoing, if the Property or any arrangement, revision, translation, novelization, dramatization or new version thereof is published in the United

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States or in any other country in which registration is permitted or required for copyright or similar protection, Owner will register or cause the same to be registered for copyright or similar protection in accordance with the laws and regulations of such country, and Owner further agrees to affix or cause to be affixed to each copy of the Property or any arrangement, revision, translation, novelization, dramatization or new version thereof which is published or offered for sale such notice or notices as may be required for copyright or similar protection in any country in which such publication or sale occurs.

- (c) At least six (6) months prior to the expiration of any copyright required by this provision for the protection of the Property, Owner will renew (or cause to be renewed) such copyright, as permitted by applicable law, and any and all rights granted Purchaser hereunder shall be deemed granted to Purchaser throughout the full period of such renewed copyright, without the payment of any additional consideration, it being agreed that the consideration payable to Owner under this agreement shall be deemed to include full consideration for the grant of such rights to Purchaser throughout the period of such renewed copyright.
- (d) If the Property, or any arrangement, revision, translation, novelization, dramatization or new version thereof, shall ever enter the public domain, then nothing contained in this agreement shall impair any rights or privileges that the Purchaser might be entitled to as a member of the public; thus, the Purchaser may exercise any and all such rights and privileges as though this agreement were not in existence. The rights granted herein by Owner to Purchaser, and the representations, warranties, undertakings and agreements made hereunder by Owner shall endure in perpetuity (except failure to pay the money consideration herein specified) and shall be in addition to any rights, licenses, privileges or property of Purchaser referred to in this Subclause (d).
10. **CREDIT OBLIGATIONS:** Purchaser shall have the right to publish, advertise, announce and use in any manner or medium, the name, biography and photographs or other likenesses of Owner in connection with any exercise by Purchaser of its rights hereunder, provided such use shall not constitute an endorsement of any product or service. During the term of the Writer's Guild of America Minimum Basic Agreement ("WGA Agreement"), as it may be amended, the credit provisions of the WGA Agreement shall govern the determination of credits, if any, which

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the Purchaser shall accord Owner hereunder in connection with photoplays. If Purchaser ceases to be a party to said WGA Agreement the provisions of the WGA Agreement shall no longer govern the determination of such credits.

Owner shall receive screen credit on all prints of the Picture in the main titles, on a separate card, as "Written and Directed by Mark Mahon".

Owner shall receive credit in the form and position aforesaid in any advertising where the lead cast receive credit, subject to any distributor's customary exclusions and exceptions.

No casual or inadvertent failure to comply with any of the provisions of this clause shall be deemed a breach of this agreement by Purchaser. Owner hereby expressly acknowledges that in the event of a failure or omission constituting a breach of the provisions of this paragraph, the damage (if any) caused Owner thereby is not irreparable or sufficient to entitle Owner to injunctive or other equitable relief. Consequently, Owner's rights and remedies in the event of such breach shall be limited to the right to recover damages in an action at law. Purchaser agrees to provide in its contracts with distributors of the Picture that such distributors shall honour Purchaser's contractual credit commitments and agrees to inform such distributors of the credit provisions herein. Upon written notice by Owner to Purchaser of a failure or omission to provide any credit specified herein, Purchaser agrees to use its good faith efforts to remedy such failure or omission on a prospective basis.

11. **RIGHT OF FIRST NEGOTIATION:** The Term "Right of First Negotiation" means that if, after the expiration of an applicable time limitation, Owner desires to dispose of or exercise a particular right reserved to Owner herein ("Reserved Right"), whether directly or indirectly, then Owner shall notify Purchaser in writing and immediately negotiate with Purchaser regarding such Reserved Right. If, after the expiration of thirty (30) days following the receipt of such notice, no agreement has been reached, then Owner may negotiate with third parties regarding such Reserved Right subject to Clause 12 *infra*.
12. **RIGHT OF LAST REFUSAL:** The term "Right of Last Refusal" means that if Purchaser and Owner fail to reach an agreement pursuant to Purchaser's right of first negotiation, and Owner makes and/or receives any bona fide offer to license, lease and/or purchase the particular Reserved Right or any interest therein ("Third Party Offer"), and if the proposed purchase price

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and other material terms of a Third Party Offer are no more favourable to Owner than the terms which were acceptable to Purchaser during the first negotiation period, Owner shall notify Purchaser, by certified or registered mail, if Owner proposes to accept such Third Party Offer, the name of the offeror, the proposed purchase price, and other terms of such Third Party Offer. During the period of thirty (30) days after Purchaser's receipt of such notice, Purchaser shall have the exclusive option to license, lease and/or purchase, as the case may be, the particular Reserved Right or interest referred to in such Third Party Offer, at the same purchase price and upon the same financial terms and conditions as set forth in such notice. If Purchaser elects to exercise the right to purchase such Reserved Right, Purchaser shall notify Owner of the exercise thereof by certified or registered mail or facsimile transmission (with verification of receipt) within such thirty (30) day period, failing which Owner shall be free to accept such Third Party Offer; provided that if any such proposed license, lease and/or sale is not consummated with a third party within thirty (30) days following the expiration of the aforesaid thirty (30) day period, Purchaser's Right of Last Refusal shall revive and shall apply to each and every further offer or offers at any time received by Owner relating to the particular Reserved Right or any interest therein; provided, further, that Purchaser's option shall continue in full force and effect, upon all of the terms and conditions of this Paragraph, so long as Owner retains any rights, title or interests in or to the particular Reserved Right. Purchaser's Right of Last Refusal shall inure to the benefit of Purchaser, its successors and assigns, and shall bind Owner and Owner's heirs, successors and assigns.

13. **NO OBLIGATION TO PRODUCE:** Nothing herein shall be construed to obligate Purchaser to produce, distribute, release, perform or exhibit any motion picture, television, theatrical or other production based upon, adapted from or suggested by the Property, in whole or in part, or otherwise to exercise, exploit or make any use of any rights, licenses, privileges or property granted herein to Purchaser.
14. **ASSIGNMENT:** Purchaser may assign and transfer this agreement or all or any part of its rights hereunder to any person, firm or corporation without limitation, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives and assigns forever. Owner may not assign all or any part of this Agreement,

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except for a one-time assignment of the right to receive any payments due hereunder.

15. **NO PUBLICITY:** Owner will not, without Purchaser's prior written consent in each instance, issue or authorize the issuance or publication of any news story or publicity relating to (i) this Agreement, (ii) the subject matter or terms hereof, or to any use of the Property by Purchaser, its successors, licensees and assigns, and (iii) any of the rights granted Purchaser hereunder. This provision shall not be deemed to preclude Owner's incidental, non-derogatory mention in interviews of any Picture based on the Property.
16. **ADDITIONAL DOCUMENTATION:** Owner agrees to execute and procure any other and further instruments necessary to transfer, convey, assign and copyright all rights in the Property granted herein by Owner to Purchaser in any country throughout the world. If it shall be necessary under the laws of any country that copyright registration be acquired in the name of Owner, Purchaser is hereby authorized by Owner to apply for said copyright registration thereof; and, in such event, Owner shall and does hereby assign and transfer the same unto Purchaser, subject to the rights in the Property reserved hereunder by Owner. Owner further agrees, upon written request, to duly execute, acknowledge, procure and deliver to Purchaser such short form assignments as may be requested by Purchaser for the purpose of copyright recordation in any country, or otherwise. If Owner shall fail to so execute and deliver, or cause to be executed and delivered, the assignments or other instruments herein referred to, within five (5) business days after Purchaser's request therefor, Purchaser is hereby irrevocably granted the power coupled with an interest to execute such assignments and instruments in the name of Owner and as Owner's attorney-in-fact.
17. **NOTICES:** All notices to Purchaser shall be sent by registered mail, postage prepaid, or by telegram addressed to Purchaser at:

c/o Deirdre Kelleher
Director
Maron Pictures
3 Mariners Rest
Mariners View Avenue
Passage West

Camryn Kelleher Tobin
Solicitors
29 South Mall
Cork

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Co. Cork

and all notices to Owner under this agreement shall be sent by registered mail, postage prepaid, or by telegram addressed to at:

Mr. Mark Mahon

3 Mariners Rest

Mariners View Avenue

Passage West

Co. Cork

Ireland

The deposit of such notice in the delivery of the telegram message to the telegraph office shall constitute service thereof, and the date of such deposit shall be deemed to be the date of service of such notice.

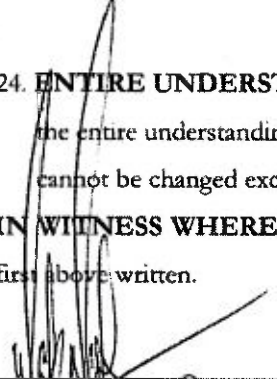
18. **RELATIONSHIP:** This agreement between the parties does not constitute a joint venture or partnership of any kind.
19. **CUMULATIVE RIGHTS AND REMEDIES:** All rights, remedies, licenses, undertakings, obligations, covenants, privileges and other property granted herein shall be cumulative, and Purchaser may exercise or use any of them separately or in conjunction with any one or more of the others.
20. **WAIVER:** A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.
21. **SEVERABILITY:** If any provision of this agreement as applied to either party or any circumstances shall be adjudged by a court to be void and unenforceable, such determination shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement.
22. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the Ireland applicable to agreements which are executed and fully performed within said State.
23. **HEADINGS:** Headings are inserted for reference and convenience only and in no way define, limit or describe the scope of this agreement or intent of any provision.

*Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork*

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24. **ENTIRE UNDERSTANDING:** This agreement (and any exhibits attached hereto) contains the entire understanding of the parties relating to the subject matter, and this Agreement cannot be changed except by written agreement executed by the party to be bound.

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



MARK MAHON ("Owner")

MARON PICTURES ("Purchaser")



MARON PICTURES

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin

Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

*Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork*

EXHIBIT 8

AGREEMENT TO ACQUIRE AUTHORSHIP RIGHTS

THIS AGREEMENT is made on the 25th day of September 2006 by and between **MARK MAHON** (hereinafter referred to as "Author") and **MARON PICTURES LIMITED**, t/a **Maron Pictures Limited Liability Company and Maron Pictures**, having its registered office at **Mariners Rest, Mariners View Avenue, Passage West, Cork, Ireland** (hereinafter referred to as "Purchaser") with respect to Rights of Authorship for the motion picture based on the screenplay entitled "Strength and Honour". This work including all adaptations and/or versions, the titles, characters, plots, themes and storyline is collectively referred to hereinafter as the "Property".

THE PARTIES AGREE AS FOLLOWS:

1. **RIGHTS GRANTED:** Author hereby sells, grants, conveys and assigns to Purchaser, its successors, licensees and assigns exclusively and forever, all motion picture rights (including all silent, sound, dialogue and musical motion picture rights), all television motion picture and other television rights, together with limited radio broadcasting rights and publication rights for advertisement, publicity and exploitation purposes, any and all allied and ancillary rights, throughout the universe, in and to the Property and in and to the copyright thereof and all renewals and extensions of copyright. Included among Authorship rights granted to Purchaser hereunder (without in any way limiting the grant of rights hereinabove made) are the following sole and exclusive rights throughout the universe:
 - (a) To make, produce, adapt and copyright one or more motion picture adaptations or versions, whether fixed on film, tape, disc, wire, audio-visual cartridge, cassette or through any other technical process whether now known or hereafter devised, based in whole or in part on the Property, of every size, gauge, color or type, including, but not limited to, musical motion pictures and remakes of and sequels to any motion picture produced hereunder and motion pictures in series or serial form, and for such purposes to record and reproduce and license others to record and reproduce, in synchronization with such motion pictures, spoken words taken from or based upon the text or theme of the Property and any and all kinds of music, musical accompaniments and/or lyrics to be performed or sung by the performers in any such motion picture and any and all other

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Cork*

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin
Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

kinds of sound and sound effects.

- (b) To exhibit, perform, rent, lease and generally deal in and with any motion picture produced hereunder:
- (i) by all means or technical processes whatsoever, whether now known or hereafter devised including, by way of example only, film, tape, disc, wire, audio-visual cartridge, cassette or television (including commercially sponsored, sustaining and subscription or pay-per-view television, or any derivative thereof); and
 - (ii) in any place whatsoever, including homes, theatres and elsewhere, and whether or not a fee is charged, directly or indirectly, for viewing any such motion picture.
- (c) To broadcast, transmit or reproduce the Property or any adaptation or version thereof (including without limitation, any motion picture produced hereunder and/or any script or other material based on or utilizing the Property or any of the characters, themes or plots thereof), by means of television or any process analogous thereto whether now known or hereafter devised (including commercially sponsored, sustaining and subscription or pay-per-view television), through the use of motion pictures produced on films or by means of magnetic tape, wire, disc, audio-visual cartridge or any other device now known or hereafter devised and including such television productions presented in series or serial form, and the exclusive right generally to exercise for television purposes all the rights granted to Purchaser hereunder for motion picture purposes.
- (d) Without limiting any other rights granted Purchaser, to broadcast and/or transmit by television or radio or any process analogous thereto whether now known or hereafter devised, all or any part of the Property or any adaptation or version thereof, including any motion picture or other version or versions thereof, and announcements pertaining to said motion picture or other version or versions, for the purpose of advertising, publicizing or exploiting such motion picture or other version or versions, which broadcasts or transmissions may be accomplished through the use of living actors

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performing simultaneously with such broadcast or transmission or by any other method or means including the use of motion pictures (including trailers) reproduced on film or by means of magnetic tape or wire or through the use of other recordings or transcriptions.

- (e) To distribute and copyright or cause to be distributed and copyrighted in the name of Purchaser or its nominee in any and all languages throughout the world, in any form or media, synopses, novelizations, serializations, dramatizations, abridged and/or revised versions of the Property adapted from the Property or from any motion picture and/or other version of the Property for the purpose of advertising, publicizing and/or exploiting any such motion picture and/or other version.
- (f) For the foregoing purposes to use all or any part of the Property and any of the characters, plots, themes and/or ideas contained therein, and the title of the Property and any title or subtitle of any component of the Property, and to use said titles or subtitles for any motion picture or other version or adaptation whether or not the same is based on or adapted from the Property and/or as the title of any musical composition contained in any such motion picture or other version or adaptation.
- (g) To use and exploit commercial or merchandise tie-ups and recordings of any sort and nature arising out of or connected with the Property and/or its motion picture or other versions and/or the title or titles thereof and/or the characters thereof and/or their names or characteristics.

All rights, licenses, privileges and property herein granted Purchaser shall be cumulative and Purchaser may exercise or use any or all said rights, licenses, privileges or property simultaneously with or in connection with or separately and apart from the exercise of any other of said rights, licenses, privileges and property. If Author hereafter makes or distributes or permits to be made or distributed any revision, adaptation, sequel, translation or dramatization or other versions of the Property, then Purchaser shall have and Author hereby grants to Purchaser without payment therefor all of the same rights therein as are herein granted Purchaser. The terms "Picture" and "Pictures" as used herein shall be deemed to mean or include any present or future kind of motion picture

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29 South Mall
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production based upon the Property, with or without sound recorded and reproduced synchronously therewith, whether the same is produced on film or by any other method or means now or hereafter used for the production, exhibition and/or transmission of any kind of motion picture productions.

2. **RIGHT TO MAKE CHANGES:** Purchaser shall not have the right to vary, change, alter, modify, add to and/or delete from the Property, and to rearrange and/or transpose the Property and change the sequence thereof and the characters and descriptions of the characters contained in the Property, and/or to use a portion or portions of the Property or the characters, plots, or theme thereof in conjunction with any other literary, dramatic or other material of any kind. Author does not waive his benefits of any provision of law known as the "droit moral" or moral rights or any similar law in any country of the world.
3. **DURATION AND EXTENT OF RIGHTS GRANTED:** Purchaser shall enjoy, solely and exclusively, all Authorship rights, licenses, privileges and property granted hereunder throughout the world, in perpetuity, as long as any rights in the Property are recognized in law or equity, except insofar as such period of perpetuity may be shortened due to any now existing or future copyright by Author of the Property and/or any adaptations thereof, in which case Purchaser shall enjoy its sole and exclusive rights, licenses, privileges and property hereunder to the fullest extent permissible under and for the full duration of such copyright or copyrights, whether common law or statutory, and any and all renewals and/or extensions thereof, and shall thereafter enjoy all such rights, licenses, privileges and property non-exclusively in perpetuity throughout the world. The rights granted herein are in addition to and shall not be construed in derogation of any rights which Purchaser may have as a member of the public or pursuant to any other agreement. All rights, licenses, privileges and property granted herein to Purchaser are irrevocable and not subject to rescission, restraint or injunction under any circumstances except in the event of failure to pay the money consideration which shall be paid in full no later than the 30th day of September, 2015.
4. **CONSIDERATION:** As consideration for rights of authorship granted and assigned to Purchaser and for Author's representations and warranties, Purchaser agrees to pay to Author, and Author agrees to accept:

*Comyn Kelleher Tobin
Solicitors
29 South Mall
Cork*

We certify that the within document
is a true copy of the original. 4

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin

Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

- (a) For authorship rights of the motion picture in combination with 'Agreement to Acquire Literary Material' on which a theatrical motion picture is to be based, €300,000.00 (Three Hundred Thousand Euro) payable in accordance with the terms of the related Production, Finance and Distribution agreement entered into between the Purchaser and Strength and Honour Productions Limited of even date (hereinafter referred to as the PFD) and the Share Purchase Agreement entered into between the Purchaser and S&H Film Nominees Limited on even date. This consideration shall be paid in full no later than the 30th day of September, 2015 or all rights of authorship granted and assigned herein by Author to Purchaser may be revoked by Author subject to his sole discretion.
- (b) Further authorship royalties in the amount of 50% of the surplus arising for distribution pursuant to the terms of Clause 13 (1) (b) of the PFD to be paid in accordance with the terms of that agreement.

5. **REPRESENTATIONS AND WARRANTIES:**

- (a) **Sole Proprietor:** Author represents and warrants to Purchaser that Author is the sole and exclusive proprietor of said rights provided, throughout the universe, in the authorship of the motion picture entitled "Strength and Honour".
- (b) **Facts:** Author represents and warrants to Purchaser as follows:
 - (i) Author is the sole creator of the motion picture and the Property.
 - (ii) Except as otherwise specified herein, none of the rights granted and assigned to Purchaser have been granted and/or assigned to any person, firm or corporation other than Purchaser.
- (c) **No Infringement or Violation of Third Party Rights:** Author represents and warrants to Purchaser that the Property will not infringe upon any common law or statutory rights in any other literary, dramatic or other material; that no material contained in the Property is libelous or violative of the right of privacy of any person; that the full utilization of any and all rights in and to the Property granted by Author pursuant to this Agreement will not violate the rights of any person, firm or corporation; and that the Property is not in the public domain in any country in the world where copyright protection is available.
- (a) **No Impairment of Rights:** Except as otherwise specified herein, Author represents and

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warrants to Purchaser that Author is the exclusive proprietor, throughout the universe, of all of his rights in and to the Property granted herein to Purchaser; that Author has not assigned, licensed or in any manner encumbered, diminished or impaired any such rights; that Author has not committed or omitted to perform any act by which such rights could or will be encumbered, diminished or impaired; and that there is no outstanding claim or litigation pending against or involving the title, ownership and/or copyright in the Property, or in any part thereof, or in any rights granted herein to Purchaser. Author further represents and warrants that no attempt shall be made hereafter to encumber, diminish or impair any of the rights granted herein and that all appropriate protection of such rights will continue to be maintained by Author.

6. INDEMNIFICATION:

- (a) Author agrees to indemnify Purchaser against all judgments, liability, damages, penalties, losses and expense (including reasonable attorneys' fees) which may be suffered or assumed by or obtained against Purchaser by reason of any breach or failure of any warranty or agreement herein made by Author.
- (b) Purchaser agrees to indemnify Author against all judgments, liability, damages, penalties, losses and expense (including reasonable attorneys' fees) which may be suffered or assumed by or obtained against Author by reason of the development, production and distribution of any Picture produced pursuant hereto, except to the extent covered by Author's preceding indemnity.
- (c) Purchaser shall not be liable to Author for damages of any kind in connection with any Picture it may produce, distribute or exhibit, or for damages for any breach of this agreement (except failure to pay the money consideration herein specified) occurring or accruing before Purchaser has had reasonable notice and opportunity to adjust or correct such matters.
- (d) All rights, licenses and privileges herein granted to Purchaser are irrevocable and not subject to rescission, restraint or injunction (except failure to pay the money consideration herein specified) under any circumstances.

7. PROTECTION OF RIGHTS GRANTED: Author hereby grants to Purchaser the free and

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unrestricted right, but at Purchaser's own cost and expense, to institute in the name and on behalf of Author, or Author and Purchaser jointly, any and all suits and proceedings at law or in equity, to enjoin and restrain any infringements of the rights herein granted, and hereby assigns and sets over to Purchaser any and all causes of action relative to or based upon any such infringement, as well as any and all recoveries obtained thereon. Author will not compromise, settle or in any manner interfere with such litigation if brought; and Purchaser agrees to indemnify and hold Author harmless from any costs, expenses, or damages which Author may suffer as a direct result of any such suit or proceeding.

8. **COPYRIGHT:** Regarding the copyright in and to the Property, Author agrees that:
- (a) Author will prevent the Property and any arrangements, revisions, translations, dramatizations or new versions thereof whether distributed or undistributed and whether copyrighted or uncopyrighted, from vesting in the public domain, and will take or cause to be taken any and all steps and proceedings required for copyright or similar protection in any and all countries in which the same may be distributed or offered for sale, insofar as such countries now or hereafter provide for copyright or similar protection. Any contract or agreement entered into by Author authorizing or permitting the distribution of the Property or any arrangements, revisions, translations, dramatizations or new versions thereof in any country will contain appropriate provisions requiring such distributor to comply with all the provisions of this clause.
 - (b) Without limiting the generality of the foregoing, if the Property or any arrangement, revision, translation, dramatization or new version thereof is distributed in the United States or in any other country in which registration is permitted or required for copyright or similar protection, Author will register or cause the same to be registered for copyright or similar protection in accordance with the laws and regulations of such country, and Author further agrees to affix or cause to be affixed to each copy of the Property or any arrangement, revision, translation, dramatization or new version thereof which is distributed or offered for sale such notice or notices as may be required for copyright or similar protection in any country in which such publication or sale occurs.
 - (c) At least six (6) months prior to the expiration of any copyright required by this provision for

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the protection of the Property, Author will renew (or cause to be renewed) such copyright, as permitted by applicable law, and any and all rights granted Purchaser hereunder shall be deemed granted to Purchaser throughout the full period of such renewed copyright, without the payment of any additional consideration, it being agreed that the consideration payable to Author under this agreement shall be deemed to include full consideration for the grant of such rights to Purchaser throughout the period of such renewed copyright.

(d) If the Property, or any arrangement, revision, translation, dramatization or new version thereof, shall ever enter the public domain, then nothing contained in this agreement shall impair any rights or privileges that the Purchaser might be entitled to as a member of the public; thus, the Purchaser may exercise any and all such rights and privileges as though this agreement were not in existence. The rights granted herein by Author to Purchaser, and the representations, warranties, undertakings and agreements made hereunder by Author shall endure in perpetuity (except failure to pay the money consideration herein specified) and shall be in addition to any rights, licenses, privileges or property of Purchaser referred to in this Subclause (d).

9. **CREDIT OBLIGATIONS:** Purchaser shall have the right to publish, advertise, announce and use in any manner or medium, the name, biography and photographs or other likenesses of Author in connection with any exercise by Purchaser of its rights hereunder, provided such use shall not constitute an endorsement of any product or service.

Author shall receive screen credit on all prints of the Picture in the main titles, on a separate card, as "Written and Directed by Mark Mahon".

Author shall receive credit in the form and position aforesaid in any advertising where the lead cast receive credit, subject to any distributor's customary exclusions and exceptions.

No casual or inadvertent failure to comply with any of the provisions of this clause shall be deemed a breach of this agreement by Purchaser. Consequently, Author's rights and remedies in the event of such breach shall be limited to the right to recover damages in an action at law.

Purchaser agrees to provide in its contracts with distributors of the Picture that such distributors shall honour Purchaser's contractual credit commitments and agrees to inform such distributors of the credit provisions herein. Upon written notice by Author to Purchaser of a failure or

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omission to provide any credit specified herein, Purchaser agrees to use its good faith efforts to remedy such failure or omission on a prospective basis.

10. **RIGHT OF REVOCATION:** The "Right to Revoke" means that if, after the expiration of an applicable time limitation, Author desires to exercise a particular right reserved to Author herein, whether directly or indirectly, then Author shall notify Purchaser in writing. If, after the expiration of thirty (30) days following the receipt of such notice, no agreement has been reached, then all rights granted and assigned herein by Author to Purchaser shall automatically revert to Author. Due to an association of interconnected rights in 'Agreement to Acquire Literary Material' and 'Agreement for Producer and Director Services' also provided by Owner/Supplier/Author, a single notice shall be deemed appropriate to cover all agreements and all rights granted and assigned to Purchaser shall automatically revert to Owner/Supplier/Author in the same manner.
11. **ASSIGNMENT:** Purchaser may assign and transfer this agreement or all or any part of its rights hereunder to any person, firm or corporation without limitation, and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives and assigns forever. Author may not assign all or any part of this Agreement, except for a one-time assignment of the right to receive any payments due hereunder.
12. **NO PUBLICITY:** Author will not, without Purchaser's prior written consent in each instance, issue or authorize the issuance or publication of any news story or publicity relating to (i) this Agreement, (ii) the subject matter or terms hereof, or to any use of the Property by Purchaser, its successors, licensees and assigns, and (iii) any of the rights granted Purchaser hereunder. This provision shall not be deemed to preclude Author's incidental, non-derogatory mention in interviews of any Picture based on the Property.
13. **ADDITIONAL DOCUMENTATION:** Author agrees to execute and procure any other and further instruments necessary to transfer, convey, assign and copyright all rights in the Property granted herein by Author to Purchaser in any country throughout the world. If it shall be necessary under the laws of any country that copyright registration be acquired in the name of Author, Purchaser is hereby authorized by Author to apply for said copyright registration thereof; and, in such event, Author shall and does hereby assign and transfer the

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Cork*

We certify that the within document
is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin
Comyn Kelleher Tobin
Solicitors, 29 South Mall, Cork

same unto Purchaser, subject to the rights in the Property reserved hereunder by Author. Author further agrees, upon written request, to duly execute, acknowledge, procure and deliver to Purchaser such short form assignments as may be requested by Purchaser for the purpose of copyright recordation in any country, or otherwise. If Author shall fail to so execute and deliver, or cause to be executed and delivered, the assignments or other instruments herein referred to, within five (5) business days after Purchaser's request therefor, Purchaser is hereby irrevocably granted the power coupled with an interest to execute such assignments and instruments in the name of Author and as Author's attorney-in-fact.

14. **NOTICES:** All notices to Purchaser shall be sent by registered mail, postage prepaid, or by telegram addressed to Purchaser at:

c/o Deirdre Kelleher
Director
Maron Pictures
3 Mariners Rest
Mariners View Avenue
Passage West
Co. Cork

and all notices to Author under this agreement shall be sent by registered mail, postage prepaid, or by telegram addressed to at:

Mr. Mark Mahon
3 Mariners Rest
Mariners View Avenue
Passage West
Co. Cork
Ireland

The deposit of such notice in the delivery of the telegram message to the telegraph office shall constitute service thereof, and the date of such deposit shall be deemed to be the date of service of such notice.

15. **RELATIONSHIP:** This agreement between the parties does not constitute a joint venture or

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partnership of any kind.

- 16. **CUMULATIVE RIGHTS AND REMEDIES:** All rights, remedies, licenses, undertakings, obligations, covenants, privileges and other property granted herein shall be cumulative, and Purchaser may exercise or use any of them separately or in conjunction with any one or more of the others.
- 17. **WAIVER:** A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof.
- 18. **SEVERABILITY:** If any provision of this agreement as applied to either party or any circumstances shall be adjudged by a court to be void and unenforceable, such determination shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement.
- 19. **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the Ireland applicable to agreements which are executed and fully performed within said State.
- 20. **HEADINGS:** Headings are inserted for reference and convenience only and in no way define, limit or describe the scope of this agreement or intent of any provision.
- 21. **ENTIRE UNDERSTANDING:** This agreement (and any exhibits attached hereto) contains the entire understanding of the parties relating to the subject matter, and this Agreement cannot be changed except by written agreement executed by the party to be bound.

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

MARK MAHON ("Author")
MARON PICTURES ("Purchaser")

By: _____



MARON PICTURES

We certify that the within document is a true copy of the original.

Dated this 6 day of February 2020

Signed: Comyn Kelleher Tobin

Comyn Kelleher Tobin
Solicitors, 2 George's Quay, Cork

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Cork