

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 30th day of January, 1986, by and between AUTHOR SERVICES, INC., a California corporation ("Owner") and NEW ERA PUBLICATIONS INTERNATIONAL, ApS a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain hardback and paperback books by L. Ron Hubbard to be published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world except the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A".

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in Owner's name copyright protection for each Artwork used as a cover. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright on such Artwork.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Author Services, Inc.
7051 Hollywood Boulevard
Suite 400
Hollywood, California 90028

PUBLISHER: New Era Publications International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given forty-eight hours after postmark on envelope containing said notice when deposited in any United States mail post office box in the State of California, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Binding effect.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

AUTHOR SERVICES, INC.,
a California corporation,

By: *John A. Alford*
"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL ApS
a Danish corporation,

By: *Michel Motte* *Michel Motte*
"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
Invaders Plan (hardback)	Mission Earth vol 1 hardback	\$500.00
Black Gensis (hardback)	Mission Earth vol 2 hardback	\$500.00
The Enemy Within (hardback)	Mission Earth vol 3 hardback	\$500.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 5th day of January, 1987, by and between AUTHOR SERVICES, INC., a California corporation ("Owner") and NEW ERA PUBLICATIONS INTERNATIONAL, ApS a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain hardback and paperback books by L. Ron Hubbard to be published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world except the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A".

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in Owner's name copyright protection for each Artwork used as a cover. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright on such Artwork.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Author Services, Inc.
7051 Hollywood Boulevard
Suite 400
Hollywood, California 90028

PUBLISHER: New Era Publications International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given forty-eight hours after postmark on envelope containing said notice when deposited in any United States mail post office box in the State of California, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

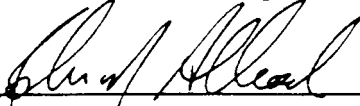
8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Binding effect.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

AUTHOR SERVICES, INC.,
a California corporation,

By: 
"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL Aps
a Danish corporation,

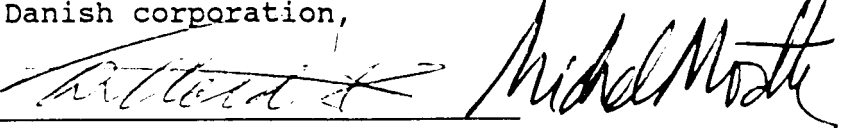
By: 
"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
An Alien Affair (hardback)	Mission Earth vol 4 hardback	\$500.00
Fortune of Fear (hardback)	Mission Earth vol 5 hardback	\$500.00
Death Quest (hardback)	Mission Earth vol 6 hardback	\$500.00
Voyage of Vengance (hardback)	Mission Earth vol 7 hardback	\$500.00
Disaster (hardback)	Mission Earth vol 8 hardback	\$500.00
Buckskin Brigades	Buckskin Brigades paperback	\$500.00
Battlefield vol 2 cover art	Battlefield vol 2 hardback	\$1,500.00

EXCLUSIVE ARTWORK LICENSE

AGREEMENT dated June 18, 1987 between NORMAN F. STARKEY, as Executor of the Will of L. Ron Hubbard ("Licensor"), whose address is 6515 Sunset Boulevard, Suite 202, Hollywood, California 90028, and NEW ERA PUBLICATIONS APS ("Publisher") whose address is Store Kongensgade 55, 1264 Copenhagen K, Denmark, with reference to the following:

A) Licensor is the proprietor of certain copyrighted artwork specified in the attached Exhibit A and documented by the copyright registrations attached hereto as Exhibits B-1 through B-4 (hereafter referred to as the "Artwork"). Licensor is also the proprietor of all trade dress rights in the Artwork as it is used on the bookcover of DIANETICS: THE MODERN SCIENCE OF MENTAL HEALTH, a book by L. Ron Hubbard (hereafter referred to as the "Book"); and

B) Publisher presently has the right to manufacture and distribute the Book throughout the world pursuant to a License Agreement with L. Ron Hubbard dated June 1, 1982 (the "Book License"). On June 8, 1982 Publisher sublicensed Bridge Publications Inc., a California for-profit corporation, to manufacture and distribute the Book in the United States and Canada; and

C) Licensor and Publisher recognize that Publisher is permitted to use the Artwork pursuant to the Book License, that Publisher is Licensor's sole licensee of the rights to manufacture and distribute the Book, and that Publisher therefore has been Licensor's de facto exclusive licensee of the Artwork since at least 1982.

In consideration of the covenants and conditions specified below, the parties therefore hereby agree as follows:

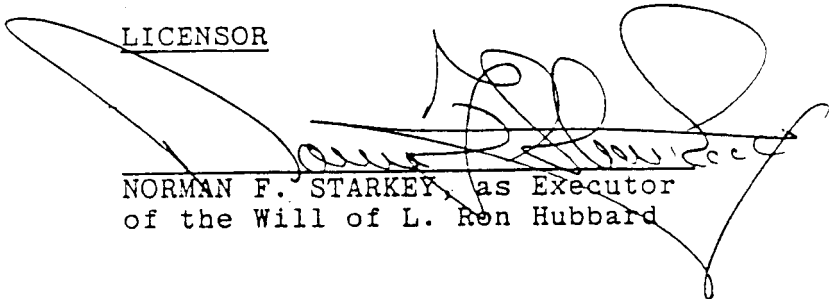
1) In confirmation of Publisher's prior sole and de facto exclusive license, Licensor hereby ratifies such license and expressly grants Publisher the exclusive right to print, publish, copy and otherwise exploit the Artwork and all trade dress rights therein subject to the conditions specified below.

2) In consideration of the foregoing exclusive license, Licensor hereby assigns to Publisher all rights to enforce the copyrights and trade dress for all infringements, causes of action and claims arising prior to the date of this agreement. In view of such assignment, Publisher hereby agrees to enforce Licensor's copyright rights in the Artwork and trade dress rights throughout the world and to commence timely civil actions against any and all alleged infringements. In connection there-

supplements the Book License, the terms of which are incorporated herein by reference, and may not be amended except in a writing signed by both parties.

Executed on the day first written above in Los Angeles, California.

LICENSOR


NORMAN F. STARKEY, as Executor
of the Will of L. Ron Hubbard

PUBLISHER

NEW ERA PUBLICATIONS APS

By Mya Jensen

with Publisher understands and agrees that it shall bear any and all costs and expenses incurred in connection with any infringement action and shall not look to Licensor for reimbursement thereof. Notwithstanding the foregoing, it is agreed by Licensor that Publisher shall be entitled to recoup its fees and expenses from the proceeds of any related action and that the balance shall be divided equally between them.

3) Publisher hereby agrees that it shall utilize the Artwork as the cover artwork of the Book and shall otherwise exploit it only in connection with the manufacture, distribution, advertising and sale of the Book, unless Licensor has given its expressed written consent to another specified use. Publisher further agrees that it shall use only that specific version of the Artwork as Licensor may approve with respect to each edition of the Book that Publisher may release during the term of the Book License and shall obtain Licensor's prior consent with respect to the format and detail of any and all text or other overlays it may desire to superimpose on the Artwork from time to time.

4) Publisher agrees to obtain Licensor's approval with respect to such lithographic reproductions of the Artwork as it may produce from time to time and agrees to immediately assign such copyright interest and trade dress rights as may exist therein to Licensor subject, however, to the retention by Publisher of an exclusive license thereof pursuant to the terms of this license.

5) Licensor and Publisher hereby agree that this exclusive license shall be for a term equal to that of the Book License and shall terminate upon the expiration or earlier permitted termination thereof.

6) Licensor warrants and represents that it owns and controls the United States copyright with respect to the Artwork free and clear of any and all limitations, liens and encumbrances and that the granting of this exclusive license to Publisher does not infringe upon the rights of any third party. In connection therewith, Licensor agrees to indemnify and hold Publisher harmless against any final judgment for damages (after all appeals have been taken) awarded against Publisher from an action arising out of facts which constitute a breach of the foregoing warranties and against reasonable costs and attorneys' fees incurred by Publisher in defending an action in which such judgment is recovered; provided, however, that Licensor shall be given timely notice of any adverse claim and shall have the right to defend such suit, in which event Licensor shall have no obligation to pay Publisher's defense fees and expenses.

7) This agreement supersedes and replaces all previous agreements between the parties hereto regarding the Artwork and

EXHIBIT A

The following four paintings are subject to that Exclusive License between Norman F. Starkey as Executor of the Will of L. Ron Hubbard and New Era Publications Aps.

- 1) .VOLCANO by artists Jefferson B. Hawkins and Peter Green for 1984 edition of DIANETICS: THE MODERN SCIENCE OF MENTAL HEALTH (hereafter "DMSMH").
- 2) VOLCANO by artist Charles Wildbank for the 1985 edition of DMSMH.
- 3) VOLCANO by artist Greg Winters for the 1986 edition of DMSMH.
- 4) VOLCANO by artist Greg Winters for the 1987 edition of DMSMH.

EXHIBIT B

(Registrations to be supplied.)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 22nd day of December, 1988, by and between AUTHOR SERVICES, INC., a California corporation ("Owner") and NEW ERA PUBLICATIONS INTERNATIONAL, Aps a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain hardback and paperback books by L. Ron Hubbard to be published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world (accept the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A".

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in Owner's name copyright protection for each Artwork used as a cover. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright on such Artwork.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Author Services, Inc.
7051 Hollywood Boulevard
Suite 400
Hollywood, California 90028

PUBLISHER: New Era Publications International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given forty-eight hours after postmark on envelope containing said notice when deposited in any United States mail post office box in the State of California, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

AUTHOR SERVICES, INC.,

By: 

"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL ApS

By: 

"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
Earth in Poppy Flower	Mission Earth Series	\$2,000.00
Candy and Tug One	Mission Earth Series	\$2,000.00
The Countess Krak	Mission Earth Series	\$500.00
Chrisse Dreams	Battlefield Earth	\$500.00
Earth in Eye with Target	Mission Earth Series	\$1,000.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 20th day of April, 1989, by and between AUTHOR SERVICES, INC., a California corporation ("Owner") and NEW ERA PUBLICATIONS INTERNATIONAL, Aps a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain hardback and paperback books by L. Ron Hubbard to be published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world (accept the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A", payable prior to or upon first publication of the Artwork.

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in Owner's name copyright protection for each Artwork used as a cover. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright on such Artwork.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Author Services, Inc.
7051 Hollywood Boulevard
Suite 400
Hollywood, California 90028

PUBLISHER: New Era Publications International Aps
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given forty-eight hours after postmark on envelope containing said notice when deposited in any mail post office box, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

AUTHOR SERVICES, INC.,

By:


"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL Aps

By:

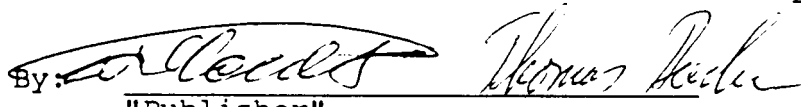

"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
The Legend	Mission Earth	\$1,000.00
The Countess (Frazetta)	Mission Earth	\$1,000.00
An Alien Affair (UK paperback)	Mission Earth	\$1,000.00
Fortune of Fear (UK paperback)	Mission Earth	\$1,000.00
Death Quest (UK paperback)	Mission Earth	\$1,000.00
Voyage of Vengance (UK paperback)	Mission Earth	\$1,000.00
Disaster (UK paperback)	Mission Earth	\$1,000.00
Villainy Victorious (UK paperback)	Mission Earth	\$1,000.00
The Doomed Planet (UK paperback)	Mission Earth	\$1,000.00

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 30th day of November, 1989, by and between NORMAN F. STARKEY, TRUSTEE OF AUTHOR'S FAMILY TRUST ("Owner") and NEW ERA PUBLICATIONS INTERNATIONAL, ApS a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain hardback and paperback books by L. Ron Hubbard to be published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world (except the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A".

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in Owner's name copyright protection for each Artwork used as a cover. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright on such Artwork.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Norman F. Starkey, Trustee
Author's Family Trust
6515 Sunset Boulevard, Suite 202
Hollywood, California 90028

PUBLISHER: New Era Publications International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given forty-eight hours after postmark on envelope containing said notice when deposited in any mail post office box, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

By:


NORMAN F. STARKEY, TRUSTEE
AUTHOR'S FAMILY TRUST
"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL ApS

By:

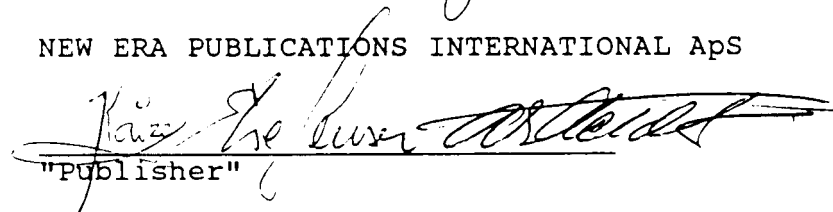

"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
Jonnie International	Battlefield Earth	\$2,000.00
Feather & Pin	Writers of the Future volume 1 paperback	\$500.00
Feather & Pin in the Sky	Writers of the Future volume 2 paperback	\$500.00
Moonrider (Frazetta)	Writers of the Future volume 4	\$500.00
Encounter (Frazetta)	Writers of the Future volume 5	\$500.00

*Norman F. Starkey, Trustee
Author's Family Trust
6515 Sunset Boulevard, Suite 202
Hollywood, California 90028
(213) 856-4591*

December 10, 1989

New Era Publications
International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Gentlemen:

Our understanding relating to the Amendment of that certain License Agreement, dated April 20, 1989 between Author Services, Inc. and New Era Publications International, ApS, A Danish corporation ("Licensee") is based upon the following:

A. For the purposes of our understanding, the capitalized terms, unless defined hereunder, shall have the same meaning as the terms defined in the License.

B. Author Services, Inc. has heretofore transferred its interest in the Artwork, subject to the License, to Norman F. Starkey, Trustee of Author's Family Trust ("Trustee").

C. The license fees stated in Exhibit A of the License were based upon the anticipated costs to Author Services, Inc. for the acquisition of the Artwork.

D. Trustee has been informed that the cost to create and secure rights in Voyage of Vengeance, Disaster, Villainy Victorious and the Doomed Planet far exceeds the stated license fees, which situation necessitates a change in the license fee for each of the foregoing.

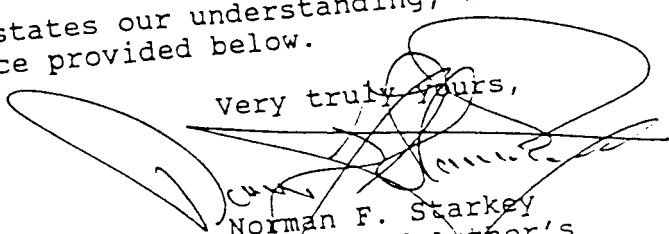
In consideration of the foregoing, the following will constitute our agreement:

1. Exhibit A of the License is hereby amended to increase the license fee for each of the following Artwork to Three Thousand Five Hundred Dollars (\$3,500.00): Voyage of Vengeance, Disaster, Villainy Victorious and the Doomed Planet.

2. In all other respects, the License is hereby ratified, republished and reconfirmed by each of us.

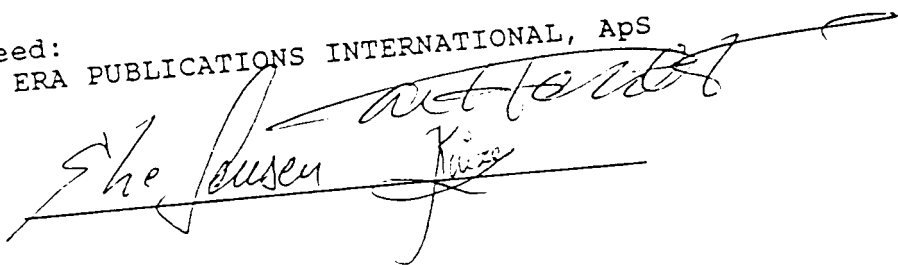
If the foregoing clearly states our understanding, would you kindly so indicate in the space provided below.

Very truly yours,


Norman F. Starkey
Trustee of Author's
Family Trust

Agreed:
NEW ERA PUBLICATIONS INTERNATIONAL, Aps

By:



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 30 day of May, 1991, by and between NORMAN F. STARKEY, Trustee of Author's Family Trust-B ("Trustee"), whose address is 6515 Sunset Boulevard, Suite 202, Hollywood, California 90028, and NEW ERA PUBLICATIONS INTERNATIONAL Aps ("Publisher"), whose address is Store Kongensgade 55, 1264 Copenhagen K, Denmark, with reference to the following:

A. Trustee has registered a trademark for the Fist and Globe Symbol used in connection with the publication of that certain literary work by L. Ron Hubbard, entitled "Mission Earth" and more particularly described on Exhibit "A" attached hereto ("Trademark").

B. Publisher published a modified version of the Trademark on the cover of the French edition of Volume X of Mission Earth ("Work") without the consent of Trustee, which use constitutes an infringement of the Trademark.

C. The parties desire and have agreed fully and finally to settle and resolve all differences, disputes, and claims which may exist between them arising out of the unauthorized use of the Trademark.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the mutual

covenants and conditions contained herein, the parties agree as follows:

1. Terms of Settlement.

(a) Publisher hereby assigns to Trustee any and all worldwide rights, title and interest in and to the artwork used on the cover of the Work ("Artwork") and the copyright therein. Publisher agrees to execute any and all documents required to implement the foregoing. Moreover, Publisher warrants and represents that it has secured from the artist of the Artwork all rights granted to the Trustee hereunder.

(b) Publisher agrees to pay to Trustee the sum of One Thousand Dollars (\$1,000.00), receipt of which is hereby acknowledged.

(c) Trustee hereby grants to Publisher the exclusive worldwide right and license to publish the Artwork on the cover of the Work. Trustee also grants to Publisher the nonexclusive worldwide right and license to publish, the Artwork on the cover of hardbound or paperbound editions of literary works written by L. Ron Hubbard, subject to the prior written approval of Trustee.

(d) Publisher shall promptly secure in the name of "L. Ron Hubbard Library" (the name under which the Trustee conducts his affairs) copyright protection for the Artwork in each and every jurisdiction in which the Artwork is used as the cover of a literary work published by Publisher.

2. Mutual Release.

(a) Other than the promises, rights, representations, warranties, and obligations set forth in this Agreement, Publisher hereby relieves, releases, and forever discharges Trustee and each of Trustee's predecessors, successors, assigns, representatives, agents, and employees, to and from any and all claims, rights, debts, liabilities, losses, and expenses of every kind whatsoever ("Claims") that Publisher has had, now has or may hereafter have against Trustee in any way arising out of the alleged infringement of the Trademark.

(b) Other than the promises, rights, representations, warranties, and obligations set forth in this Agreement, Trustee hereby relieves, releases, and forever discharges Publisher and each of Publisher's predecessors, successors, shareholders, directors, employees, assigns, representatives, and agents from any and all Claims that Trustee has had, now has or may hereafter have against Publisher in any way arising out of the alleged infringement of the Trademark.

3. General Provisions.

(a) Each of the parties hereto expressly agrees and acknowledges that this Agreement represents a settlement of disputed claims arising out of the infringement and that, by entering into this Agreement, no party hereto admits or acknowledges the existence of any liability or wrongdoing on its part.

(b) In the event of any action at law or in equity between the parties hereto to enforce and/or interpret any provision hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, define or limit the scope, intent or interpretation of this Agreement. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the parties relating to such subject matter. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

(c) Any notice required to be given hereunder shall be delivered personally or shall be sent by first class mail, postage prepaid, return receipt requested, to the respective parties at the addresses given in the Preamble of this Agreement, which addresses may be changed by the parties by written notice conforming to the requirements of this Agreement. Any such notice deposited in the mail shall be conclusively deemed delivered to and

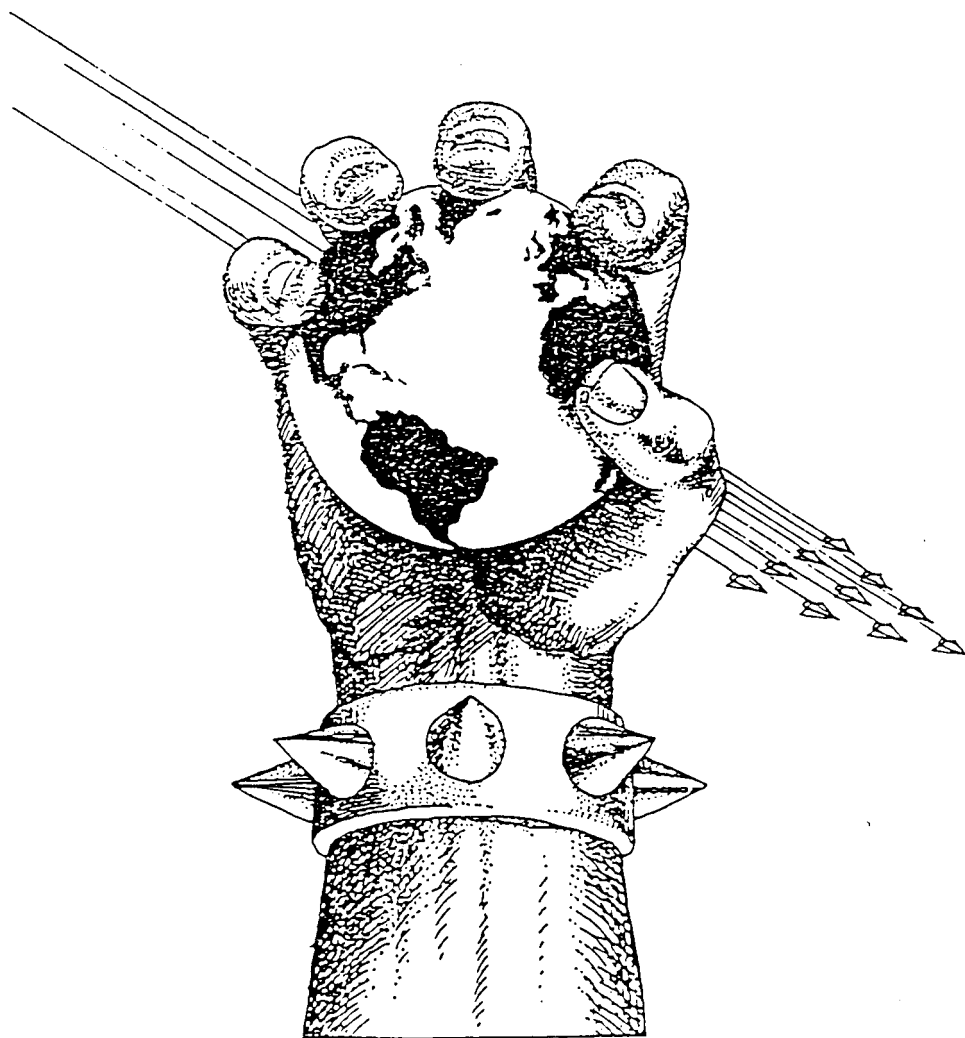


EXHIBIT "A"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 21st day of January, 1992, by and between **NORMAN F. STARKEY, TRUSTEE OF AUTHOR'S FAMILY TRUST** ("Owner") and **NEW ERA PUBLICATIONS INTERNATIONAL, ApS** a Danish corporation ("Publisher") with reference to the following:

A. Owner owns certain original works of art described on Exhibit "A" attached hereto and by this reference made a part hereof ("Artwork"); and

B. Publisher desires to use the Artwork on the covers of certain literary works by L. Ron Hubbard published by the Publisher.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Owner hereby grants to Publisher the exclusive right and license to publish, in all countries in the world (except the United States and Canada), the Artwork on the cover of the hardback or paperback books listed opposite such Artwork on Exhibit "A". Owner hereby reserves the rights to license the Artwork for all other purposes.

2. Publisher agrees to pay the one time license fee, for the rights granted herein, set forth on Exhibit "A".

3. Owner warrants that it is the sole owner of the Artwork described herein; that it has the full power and authority to make this Agreement and to grant to Publisher the rights herein granted; that said Artwork does not infringe any copyright or violate property rights or other rights of any person. Owner agrees to defend, indemnify and hold harmless the Publisher against all claims, demands, suits, loss, costs, damages and expenses that Publisher may sustain or incur by reason of any breach of the foregoing warranties.

4. Publisher shall promptly secure in the name of L. Ron Hubbard Library (ie. the name under which the Owner conducts its affairs) copyright protection for each Artwork. Each such copyright at all times shall be the property of Owner. Further, each hardback or paperback book published by the Publisher using the Artwork shall contain whatever copyright notice is necessary to secure and retain Owner's copyright in each jurisdiction in which the Artwork is published.

5. The original Artwork shall at all times remain the property of Owner. Publisher shall be responsible for the safekeeping and return of the Artwork to Owner following its use

for preparation of the respective covers.

6. Any notice to be given hereunder or pursuant hereto to any party shall be in writing and sent by mail as follows:

OWNER: Norman F. Starkey, Trustee
Author's Family Trust
6515 Sunset Boulevard, Suite 202
Hollywood, California 90028

PUBLISHER: New Era Publications International ApS
Store Kongensgade 55
1264 Copenhagen K, Denmark

Notice shall be deemed to have been given ten (10) days after postmark on envelope containing said notice when deposited in any mail post office box, postage prepaid, return receipt requested, addressed as set forth above. The addresses and addresses for the purpose of the paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

7. Should any party commence a suit to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

8. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity of the remainder of the within Agreement. This Agreement and the application or interpretation thereof shall be governed exclusively by its terms and by the laws of the State of California. It is agreed that all understandings and agreements heretofore had between the parties respecting this transaction are merged in the Agreement which, alone, fully and completely expresses their agreement, and there are no agreements except as herein specifically set forth, or that may be otherwise set forth in writing. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates.

9. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

By:



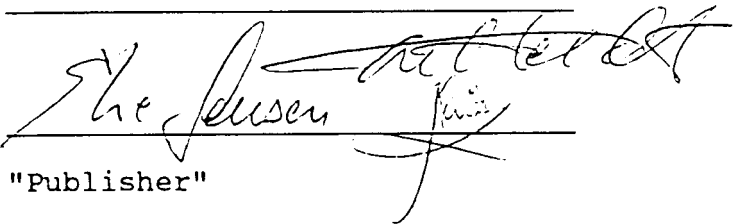
NORMAN F. STARKEY, TRUSTEE
AUTHOR'S FAMILY TRUST

"Owner"

NEW ERA PUBLICATIONS INTERNATIONAL ApS

By:

By:



"Publisher"

EXHIBIT "A"

<u>Title of Artwork</u>	<u>Title of Literary Work</u>	<u>License Fee</u>
Japanese Battlefield Earth Cover Art Volume 2	Battlefield Earth	\$2,500.00
Japanese Battlefield Earth Cover Art Volume 3	Battlefield Earth	\$2,500.00
Japanese Battlefield Earth Cover Art Volume 4	Battlefield Earth	\$2,500.00
Fear by Gerry Grace	Fear	\$2,500.00