

08-02-1999

4.30.99 mtd



101085760

To the Honorable Commissioner of Patents and Trademarks. Please record this.

1. Name of conveying party(ies):
Living History Production, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- Utah
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: John Hancock Mutual Life Insurance Company

Internal Address: _____
Street Address: 200 Clarendon Street
City Boston State MA ZIP 02117

Individual(s) citizens
 Association
 General Partnership
 Limited Partnership
 Corporation- Massachusetts
 Other _____

U.S. Patent & TMO/TM Mail Rcpt Dt. #64
04-30-1999

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Security Interest Only

Execution Date: 7/31/95

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark registration No.(s) 1,717,636 and 1,802,479

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kay Lyn Schwartz

Internal Address: _____

Street Address: 1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201-4761

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 65

Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number: 07-0153

(Attach duplicate copy of this page if paying by deposit account)

05/24/1999 DNGUYEN / 00000007 070153 1717636 DO NOT USE THIS SPACE

01 EC:401
02 FC:402
Statement and fee paid. 40.00 CH 25.00 CH
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kay Lyn Schwartz
Name of Person Signing

Kay Lyn Schwartz
Signature

4-30-99
Date

Total number of pages including cover sheet, attachments, and document: 14

LIVING HISTORY PRODUCTIONS, INC.

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated July 31, 1995, is made by and between Living History Productions, Inc., a Utah corporation with its principal place of business at 3625 Harrison Blvd., Ogden, Utah 84403, (the "Company"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts mutual life insurance company as collateral agent (the "Assignee") for the holders from time to time of the Nest Entertainment, Inc.'s \$23,000,000 in original principal amount 9.98% Senior Notes due May 31, 2001 (the "Notes") issued by Nest pursuant to a Note Agreement dated as of May 31, 1994 between Nest and John Hancock Mutual Life Insurance Company ("JHMLICO") and John Hancock Life Insurance Company of America ("JHLICOA") (as the same may be amended, supplemented or restated from time to time, the "Note Agreement").

RECITALS:

Nest has requested that JHMLICO and JHLICOA, as Holders of the Notes, waive certain defaults under the Note Agreement. In order to induce JHMLICO and JHLICOA to grant such waivers, the Company has agreed to guaranty Nest's obligations under the Note Agreement including, without limitation, Nest's obligations to the Holders under the Notes and to grant the Assignee a continuing security interest in and to the Collateral (as defined below) to secure its guaranty and Nest's obligations under the Note Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions.

Except for terms defined in this Agreement (whether below or elsewhere), capitalized terms which are used herein without definition, but which are defined in the Note Agreement, are used herein with the meanings ascribed to them in the Note Agreement. In addition, the following terms shall have the following meanings:

"Lien" means any Lien as defined in the Note Agreement but for the purpose of this Agreement shall include without limitation, any exclusive license, shop right or covenant by the Company not to sue third Persons.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Secured Obligations" means all obligations of Nest to the Holders in respect of the Notes under the Transaction Documents and all obligations of the Company under the Guaranty, in each case, whether now existing or hereafter incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including all principal of and Make Whole Amount and interest (including any interest which accrues after the commencement of any case, proceeding or other action relating to the

incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including all principal of and Make Whole Amount and interest (including any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company or Nest or would so accrue but for any applicable bankruptcy law, rule or regulation) on the Notes, all other amounts (including any fees or expenses) payable by Nest and the Company under the Note Agreement or any other Transaction Document, and any renewals, refinancings or extensions of any of the foregoing.

"Security Agreement" that certain Security Agreement of even date by and between the Company and Assignee.

"Trademark License" means any agreement, whether written or oral, providing for the grant by the Company of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

"Trademarks" means all of the following owned by the Company: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Assignment. As collateral security for the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Assignee in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby hypothecates to the Assignee all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Trademarks;

(b) all Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark licensed;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Trademarks referred to in Schedule I hereto, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Company ("Trade Secrets");

(f) information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, catalogs, computer and automatic machinery software and programs and the like pertaining to the business of the Company;

(g) field repair data, sales data, and other information relating to sales or service of products now or hereafter manufactured;

(h) accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;

(i) causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(j) all proceeds of any of the Collateral described in clauses (a) through (j).

3. Representations and Warranties. The Company represents and warrants to the Assignee:

(a) Schedule I sets forth a complete and correct list of all applications for and registrations of Trademarks and all Trademark Licenses in which the Company has any right, title or interest.

(b) The Company is the sole beneficial owner of the Collateral and no Lien exists or will exist upon any Collateral at any time except for the collateral assignments and security interests in favor of the Assignee provided for herein and in the Security Agreement, which assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except for licenses of its Trademarks as Licensor, entered into by the Company in the ordinary course of business, which are listed in Schedule II, the Company owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks listed on Schedule I, and all registrations listed on Schedule I are valid and in full force and effect.

(d) To the knowledge of the Company, (i) there is no infringement by others of any right of the Company with respect to any Trademark listed on Schedule I, (ii) the Company is not infringing in any respect upon any Trademark of any other Person, and (iii) no proceedings have been instituted or are pending against the Company, or to the Company's knowledge, threatened, alleging any such violation.

4. Defense of Collateral, Etc. The Company agrees that it will at its expense forever warrant and, at the Assignee's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein or in the Security Agreement shall prevent the Board of Directors of the Company in the exercise of its reasonable business judgment from determining that it is in the best interest of the Company to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands.

5. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, but subject to the terms and conditions of this Agreement, the Company shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of its business.

6. Release of Collateral. After the date of payment and performance in full of the Secured Obligations in accordance with their terms and the performance by the Company of all of its covenants and agreements hereunder, this Agreement shall terminate, and the Company shall be entitled to the return, at the Company's expense, of such of the Collateral in the possession or control of the Assignee as has not therefore been disposed of pursuant to the provision hereof, together with any moneys and other property at the time held by the Assignee hereunder; provided, if at any time any payment made in respect of the Secured Obligations shall be recovered or rescinded by or on behalf of the Company or must be otherwise restored or returned, whether upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, or as a result of the appointment of a receiver, conservator of or trustee or similar officer for the Company or any substantial part of it property, any other act of bankruptcy, or otherwise, the Company's obligations under this Agreement shall be reinstated and continue as though such payment had not been made.

7. Termination and Reassignment. The Assignee agrees that following the payment in full and satisfaction of all the Secured Obligations, the collateral assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Assignee will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such collateral assignment (without representation or warranty).

8. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by this reference. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Assignee under the Security Agreement. The Security Agreement (and all rights and remedies available to the Assignee thereunder) shall remain in full force and effect in accordance with its terms.

9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

10. Governing Law. THIS AGREEMENT IS TO BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO ANY LAWS OR RULES RELATING TO CONFLICTS OF LAWS THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and delivered by their duly authorized officers as of the date first set forth above.

LIVING HISTORY PRODUCTIONS, INC.

By: /s/ K. Douglas Martin

Name: K. Douglas Martin

Title: President

JOHN HANCOCK MUTUAL LIFE INSURANCE
COMPANY,
as Collateral Agent

By: /s/ D. Dana Donovan

Name: D. Dana Donovan

Title: Senior Investment Officer

Schedule I

Trademarks

<u>Serial No.</u>	<u>Filing Date</u>	<u>Description</u>
74/144,381 (Reg. No. 1,717,636)	9/22/92	Audio cassettes and accompanying books
74/138,746 (Reg. No. 1,802,479)	11/2/93	Audio cassettes and accompanying books

Trademark Licenses

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
None		