

RL



04-10-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

03-29-2001



DEPT. OF COMMERCE  
Trademark Office  
ARK

U.S. Patent & TMO/TM Mail Rpt Dt. #70 RM

101658639

Our Ref: 66397-202

TRADEMARKS ONLY

MRS 11-30-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New  
 Resubmission (Non-Recordation)  
Document ID # 101563844A  
 Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
 Corrective Document  
Reel # \_\_\_\_\_

Conveyance Type

Assignment  License  
 Security Agreement  Nunc Pro Tunc Assignment  
 Merger  
 Change of Name  
 Other \_\_\_\_\_  
Effective Date  
Month Day Year  
November 17, 2000

Conveying Party

Mark if additional names of conveying parties attached  
(See Schedule A)

Name DIC Entertainment Holdings, Inc Execution Date  
Month Day Year  
11 17 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other  
 Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank  
DBA/AKA/TA \_\_\_\_\_  
Composed of \_\_\_\_\_  
Address (line 1) 270 Park Avenue, 36th Floor  
Address (line 2) New York, NY 10178  
Address (line 3) \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  
 Corporation  Association  
 Other Banking Corporation  
 Citizenship/State of Incorporation/Organization \_\_\_\_\_

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

Page 2

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

Correspondent Name and Address

Area Code and Telephone Number (212)-309-6735

Name Joanne DeSilva

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

Pages Enter the total number of pages of the attached conveyance document including any attachments.

# 31

Trademark Application Number(s) or Registration Number(s)

20

Mark if additional numbers are attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1469442, 1469443, 1568874, 1714039, 1816382, 1857203,  
1867820, 1910251, 1911564, 1913884, 1924355, 1939605,  
1951702, 1968662, 2005276, 2028742, 2034227, 2110380,  
2258699, 2328707

Number of Properties Enter the total number of properties involved. 20

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

(previously submitted) \$515.00

Method of Payment: Check

Enclosed \_\_\_\_\_

Deposit Account \_\_\_\_\_

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X No \_\_\_\_\_

Statement and Signature

*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. Charges to deposit account are authorized, as indicated herein.*

Joanne DeSilva

Name of Person Signing

Joanne DeSilva

Signature

March 29 2001

Date Signed

DIC Entertainment Holdings, Inc.

Cobra Productions, Inc.

MFP Productions, Inc.

HAC MFP Productions, Inc.

DIC Post, Inc.

DIC Entertainment Corporation (formerly known as DIC I Corporation)

DIC Partner, LLC

DIC Entertainment, L.P.

DIC Productions, L.P.

303 North Glenoaks Blvd.

Burbank, CA 91502

# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, DIC Entertainment Holdings, Inc., a Delaware corporation (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States 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 of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of November 17, 2000 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and The Chase Manhattan Bank, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent") and as Issuing Bank, the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue letters of credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom,

including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i-iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent, the Issuing Bank or the Lenders or if any person, firm, corporation or other entity shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated, all Obligations have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.


**THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

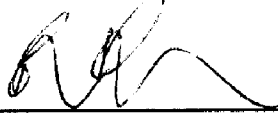
Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of November 17, 2000.


DIC ENTERTAINMENT HOLDINGS, INC.

By:   
Name: BRAD R. BROOKS  
Title: PRESIDENT

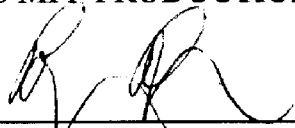
COBRA PRODUCTIONS, INC.

By:   
Name:  
Title: PRESIDENT

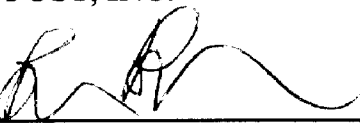
MFP PRODUCTIONS, INC.

By:   
Name:  
Title: PRESIDENT

HAC MFP PRODUCTIONS, INC.


By:   
Name:  
Title: PRESIDENT


DIC POST, INC.

By:   
Name:  
Title: PRESIDENT




DIC ENTERTAINMENT CORPORATION  
(formerly known as DIC I Corporation)


By:   
Name: BRAD R. BROOKS  
Title: PRESIDENT  
DIC PARTNER, LLC

By:   
Name:  
Title: PRESIDENT

DIC ENTERTAINMENT, L.P.

By:   
Name:  
Title: PRESIDENT

DIC PRODUCTIONS, L.P.

By:   
Name:  
Title: PRESIDENT

Accepted:

THE CHASE MANHATTAN BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

DIC ENTERTAINMENT CORPORATION  
(formerly known as DIC I Corporation)

By: \_\_\_\_\_

Name:

Title:

DIC PARTNER, LLC

By: \_\_\_\_\_

Name:

Title:

DIC ENTERTAINMENT, L.P.

By: \_\_\_\_\_

Name:

Title:

DIC PRODUCTIONS, L.P.

By: \_\_\_\_\_

Name:

Title:

Accepted:

THE CHASE MANHATTAN BANK,  
as Administrative Agent

By: 

Name: BRUCE E. LANGENKAMP

Title: VICE PRESIDENT

STATE OF CALIFORNIA )

: ss.:

COUNTY OF LOS ANGELES

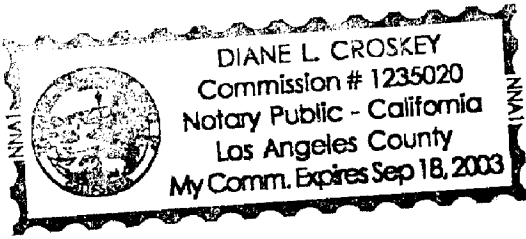
On this the 17<sup>th</sup> day of NOVEMBER 2000, before me, DIANE L CROSKY,  
the undersigned Notary Public, personally appeared BLAD R. BROOKS,

[ ] personally known to me,

[] approved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Entertainment Holdings, Inc. (the "Corporation") who executed  
the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Diane L Croskey  
Notary Public



STATE OF CALIFORNIA )

: ss.:

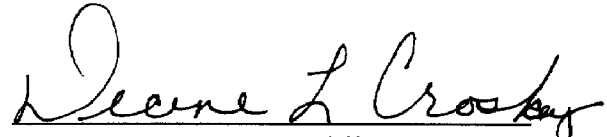
COUNTY OF LOS ANGELES )

On this the 17<sup>th</sup> day of NOVEMBER, 2000, before me, DIANE L. CROSKY,  
the undersigned Notary Public, personally appeared BLAD R. BROOKS,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as Cobra Productions, Inc. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that such Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public



STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES ) ss.:

On this the 17th day of November, 2002, before me, DIANE L CROSKY,  
the undersigned Notary Public, personally appeared BRAD R BROOKS,

[ ] personally known to me,

[X] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as MFP Productions, Inc. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that such Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Diane L Crosby  
Notary Public



STATE OF CALIFORNIA )

: ss.:

COUNTY OF LOS ANGELES)

On this the 17<sup>th</sup> day of NOVEMBER 2002, before me, DIANE L. CROSKY,  
the undersigned Notary Public, personally appeared BRAD R. BROOKS,

[ ] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as HAC MFP Productions, Inc. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that such Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Diane L. Croskey  
Notary Public

STATE OF CALIFORNIA )

: ss.:

COUNTY OF LOS ANGELES)

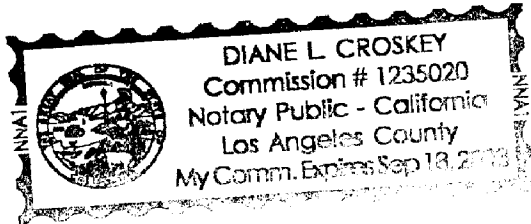
On this the 17<sup>th</sup> day of NOVEMBER, 2008 before me, DIANE L. CROSKY,  
the undersigned Notary Public, personally appeared BRAD R. BROOKS,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Post, Inc. (the "Corporation") who executed the foregoing  
instrument on behalf of the Corporation and acknowledged that such Corporation executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Diane L Crosby  
Notary Public



STATE OF CALIFORNIA )

: ss.:

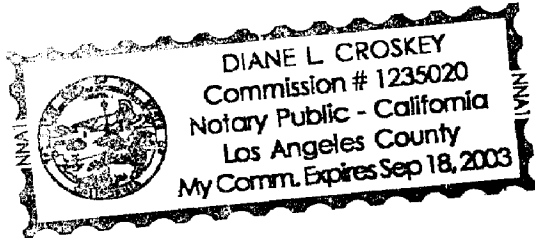
COUNTY OF LOS ANGELES)

On this the 17<sup>th</sup> day of November, 2002 before me, DIANE L. CROSKY,  
the undersigned Notary Public, personally appeared BRAD L. BROOKS,

[ ] personally known to me,

[  ] approved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Entertainment Corporation (formerly known as DIC I  
Corporation) (the "Corporation") who executed the foregoing instrument on behalf of the  
Corporation and acknowledged that such Corporation executed it pursuant to a resolution of its  
Board of Directors.

WITNESS my hand and official seal.



Diane L. Croskey  
Notary Public



STATE OF CALIFORNIA )

: ss.:

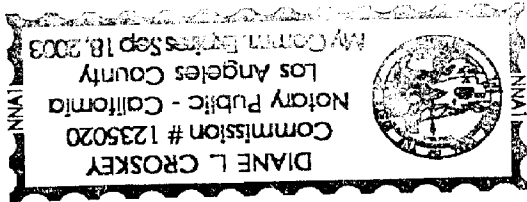
COUNTY OF LOS ANGELES)

On this the 17<sup>th</sup> day of NOVEMBER, 2003, before me, DIANE L CROSKY,  
the undersigned Notary Public, personally appeared BRAD R. BROOKS,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Partner, LLC (the "Corporation") who executed the foregoing  
instrument on behalf of the Corporation and acknowledged that such Corporation executed it  
pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Diane L Croskey  
Notary Public

STATE OF CALIFORNIA )

: ss.:

COUNTY OF LOS ANGELES )

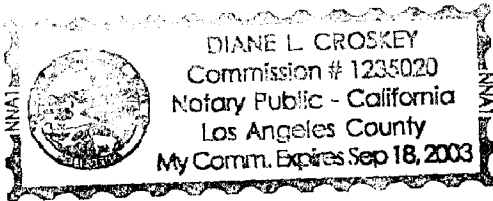
On this the 17<sup>th</sup> day of November, 2002, before me, DIANE L. CROSKEY,  
the undersigned Notary Public, personally appeared BRAD R. BROOKS,

[ ] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Entertainment, L.P. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that such Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

Diane L Croskey  
Notary Public



STATE OF CALIFORNIA )

: ss.:

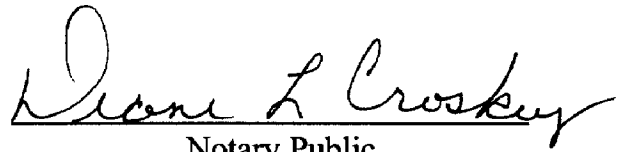
COUNTY OF LOS ANGELES)

On this the 17<sup>th</sup> day of NOVEMBER, 2002, before me, DIANE L. CROSKY,  
the undersigned Notary Public, personally appeared BRAD L. BROOKS,

[ ] personally known to me,

[  ] proved to me on the basis of satisfactory evidence, to be the PRESIDENT  
of the corporation known as DIC Productions, L.P. (the "Corporation") who executed the  
foregoing instrument on behalf of the Corporation and acknowledged that such Corporation  
executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public



**Schedule A  
to Trademark Security Agreement**

**TRADEMARKS**

<b><u>Country</u></b>	<b><u>Owner</u></b>	<b><u>Application No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>	<b><u>Trademark</u></b>
-----------------------	---------------------	-------------------------------	--------------------------------	------------------------------------	-------------------------

1-NY/1172289.5

**TRADEMARK  
REEL: 002267 FRAME: 0061**

## TRADEMARKS

## SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
DIC logo	DIC Productions, L.P.	Australia	May 31, 1991	A511625	
DIC (stylized)	DIC Productions, L.P.	Australia	February 11, 1991	A509046	
Tune-Time	DIC Productions, L.P.	Australia	October 29, 1999	A787844	
DIC (stylized)	DIC Productions, L.P.	Austria	March 26, 1987	115559	
DIC (block)	DIC Productions, L.P.	California	January 30, 1996	25687	
DIC (stylized)	DIC Productions, L.P.	California	May 22, 1999	089964	
DIC (stylized)	DIC Productions, L.P.	California	January 24, 1989	034242	
DIC (stylized)	DIC Productions, L.P.	Canada	February 17, 1989	351570	
Mummies Alive!	DIC Productions, L.P., Northern Lights Entertainment, Inc.	Canada	November 30, 1999	TMA520,051	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
Tune-Time	DIC Productions, L.P., DIC Entertainment, L.P.	Canada	March 12, 1999 (application)	1,008,751 (application)	
Mummies Alive!	DIC Productions, L.P., Northern Lights Entertainment, Inc.	European Community	Registered - not yet reported	000771683 (application)	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
Mummies & Design	DIC Productions, L.P., Northern Lights Entertainment, Inc.	European Community	January 8, 1999	000405001	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
Tex Avery Theater	DIC Productions, L.P.	European Community	January 22, 1999	000467183	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
DIC (stylized)	DIC Productions, L.P.	France	June 12, 1989	1535942	
DIC (stylized)	DIC Productions, L.P.	France	April 19, 1989	1525188	
Inspecteur Gadget	DIC Licensing, L.P.	France	August 4, 1995	95/583,759	

TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
Le Monde Fou de Tex Avery	DIC Productions, L.P.	France	July 16, 1997	97687341	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
Le Monde Fou de Tex Avery	DIC Productions, L.P.	France	May 11, 1998	98731799	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
Tex Avery	DIC Productions, L.P.	France	Pending	95/590781 (application)	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97

TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
Tex Avery	DIC Productions, L.P.	France	May 11, 1998	98/731798	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
DIC (stylized)	DIC Productions, L.P.	France	June 22, 1995	1363182	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
Tex Avery Theater	DIC Productions, L.P.	France	June 22, 1995	95/577099	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metropole Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
DIC	DIC Productions, L.P.	Germany	November 23, 1987	1114636	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
Mummies & Design	DIC Productions, L.P.	Germany	November 23, 1987	1114636	
	Northern Lights Entertainment, Inc.	Germany	November 7, 1996	396 48 517.0	
DIC (stylized)	DIC Productions, L.P.	Italy	April 2, 1987	476318	
DIC (stylized)	DIC Productions, L.P.	Italy	February 18, 1992	561535	
DIC (stylized)	DIC Productions, L.P.	Italy	December 14, 1991	556046	

TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
Madeline	DIC Productions, L.P.	Japan	March 20, 1998	4126884	Clarification/ Settlement Agreement between Saul Cooper and Pancho Kohner ("C/K") and DIC dated 07/02/99, License agreements between C/K and Madeleine and Barbara Bemelmans ("Bemelmans") dated 02/21/85, 03/25/85, 08/27/86; license agreement between C/K and DIC dated 02/24/88; letter agreement between DIC and ICM dated 03/01/88; clarification letter from DIC to C/K dated 03/28/88; agreement between C/K and DIC dated 02/23/90; clarification letter from DIC to C/K dated 02/26/90; clarification letter from DIC to C/K dated 04/11/90; settlement agreement between Bemelmans and DIC dated 06/28/93
Madeline	DIC Productions, L.P.	Japan	January 8, 1999	4227536	Clarification/ Settlement Agreement between Saul Cooper and Pancho Kohner ("C/K") and DIC dated 07/02/99, License agreements between C/K and Madeleine and Barbara Bemelmans ("Bemelmans") dated 02/21/85, 03/25/85, 08/27/86; license agreement between C/K and DIC dated 02/24/88; letter agreement between DIC and ICM dated 03/01/88; clarification letter from DIC to C/K dated 03/28/88; agreement between C/K and DIC dated 02/23/90; clarification letter from DIC to C/K dated 02/26/90; clarification letter from DIC to C/K dated 04/11/90; settlement agreement between Bemelmans and DIC dated 06/28/93
DIC (stylized)	DIC Productions, L.P.	South Korea	June 27, 1990	194842	
DIC (stylized)	DIC Productions, L.P.	South Korea	October 5, 1990	12386	
DIC (stylized)	DIC Productions, L.P.	Spain	November 2, 1988	1153865	



TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
Mummies & Design	DIC Productions, L.P., Northern Lights Entertainment, Inc.	United Kingdom	November 11, 1996	2115590	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
DIC	DIC Productions, L.P.	US	December 15, 1987	R1469442	
DIC	DIC Productions, L.P.	US	December 15, 1987	R1469443	
DIC	DIC Productions, L.P.	US	November 28, 1989	R1568874	
DIC	DIC Productions, L.P.	US	September 8, 1992	R1714039	
Toon-Time	DIC Productions, L.P.	US	January 11, 1994	R1816382	
Toon-Time	DIC Productions, L.P.	US	October 4, 1994	R1857203	
ProStars	DIC Productions, L.P.	US	December 13, 1994	R1867820	
Superhuman Samurai Syber-Squad	DIC Productions, L.P.	US	August 8, 1995	R1910251	
Superhuman Samurai Syber-Squad	DIC Productions, L.P.	US	August 15, 1995	R1911564	
Rimba's Island	DIC Productions, L.P.	US		R1913884	
Hurricanes	DIC Entertainment, L.P.	US	October 3, 1995	R1924355	
Tattooed Teenage Alien Fighters from Beverly Hills	DIC Productions, L.P.	US	December 5, 1995	R1939605	
Hurricanes	DIC Entertainment, L.P.	US	January 23, 1996	R1951702	
Inspector Gadget	DIC Licensing, L.P.	US	April 16, 1996	R1968662	
Multimation	DIC Productions, L.P.	US	October 1, 1996	R2005276	

TRADEMARKS

SCHEDULE A

REGISTERED TRADEMARKS	REGISTERING CREDIT PARTY	JURISDICTION	DATE OF REGISTRATION	REGISTRATION OR APPLICATION NUMBER	MATERIAL AGREEMENTS RELATING TO THE TRADEMARKS
Tex Avery Theater	DIC Productions, L.P.	US	January 7, 1997	R2028742	License between DIC and Bob and Nancy Arkley dated 04/28/95, International Co-Production Agreement between DIC, Les Studios Tex SARL and Telcima SA dated 04/01/97, Coproduction agreement between Metrople Television, Telcima and Les Studios Tex dated 01/02/97, Trademark agreement between DIC and DIC/Telcima/LST dated 04/01/97
BHBC Beverly Hills Beach Club	DIC Productions, L.P.	US	January 28, 1997	R2034227	
Incredible World of DIC, The	DIC Productions, L.P.	US	November 4, 1997	R2110380	
Mummies Alive!	DIC Productions, L.P., Northern Lights Entertainment, Inc.	US	July 6, 1999	R2258699	Production, Financing and Distribution agreement between DIC and Northern Lights Entertainment, Inc. dated 07/01/96
Tune-Time	DIC Productions, L.P.	US	March 14, 2000	R2328707	

**Schedule B  
to Trademark Security Agreement**

TRADEMARK LICENSES

NONE

1172289.5

RECORDED: 11/30/2000

TRADEMARK  
REEL: 002267 FRAME: 0068