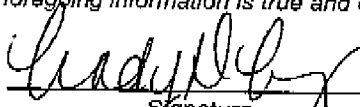


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> <u>Gullane Entertainment, Inc.</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Barclays Bank PLC</u> Internal Address: <u>Barclays House</u>  Street Address: <u>Ocean Way, Ocean Village</u> City: <u>Southampton</u> State: <u>England</u> Zip: <u>S014 2ZP</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>England</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 27, 2001</u>		
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>2345259</u> <u>2265215 2326627 1977701 2324539</u> <u>2335757 1955604 1621671 2009287</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Cindy D. Carey</u>  Internal Address: _____ <u>Clifford Chance Rogers &amp; Wells LLP</u>  Street Address: <u>200 Park Avenue</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10166</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">9</span>	
	<b>7. Total fee (37 CFR 3.41).....\$ <u>240.00</u></b>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
	<b>8. Deposit account number:</b>  <u>18-1843</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>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.</i>  <u>Cindy D. Carey</u> <u></u> <u>8/2/2001</u> Name of Person Signing                              Signature                              Date  <small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span></small>		

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**C L I F F O R D  
C H A N C E**

**LIMITED LIABILITY PARTNERSHIP**

**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of 27 July 2001 by Gullane Entertainment, Inc. ("**Grantor**"), in favor of Barclays Bank PLC as security trustee for the Secured Parties (in such capacity, the "**Security Trustee**").

**WITNESSETH:**

**WHEREAS**, pursuant to a Multicurrency Term and Revolving Facilities Agreement dated 1 July 2001 between Gullane Entertainment PLC as the original borrower and original guarantor, the Grantor as an additional borrower or additional guarantor, the other persons named therein as Obligors, Barclays Capital as arranger, the financial institutions from time to time party thereto as lenders (the "**Lenders**"), Barclays Bank PLC as agent of the Lenders (the "**Agent**") and the Security Trustee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**"), the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions specified in the Facility Agreement; and

**WHEREAS**, the Grantor and certain other Obligors are party to a Security Agreement dated as of 27 July 2001 (the "**Security Agreement**") in favor of the Security Trustee for the ratable benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Finance Parties to enter into the Facility Agreement, to induce the Lenders to make their respective extensions of credit to the Borrower thereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Security Trustee as follows:

1. **DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Facility Agreement or in the Security Agreement and used herein have the meanings given to them in the Facility Agreement or in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Security Trustee, for the ratable benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor, whether now existing or hereafter or acquired (the "**Trademark Collateral**"):

- 2.1 all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

**TRADEMARK**

**REEL: 002301 FRAME: 0488**

- 2.2 all reissues, continuations or extensions of the foregoing;
- 2.3 all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- 2.4 all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Security Trustee, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

~~GULLANE ENTERTAINMENT, INC.~~

By: 

Name: William S. Harris

Title: Director

**ACCEPTED AND AGREED:**

**BARCLAYS BANK PLC**

as the Security Trustee

By:



Name: PAUL MORRIS

Title: ACQUISITION FINANCE DIRECTOR

## SCHEDULE I

To

TRADEMARK SECURITY AGREEMENT SUPPLEMENT  
TRADEMARK REGISTRATIONS

## (A) REGISTERED TRADEMARKS

## GULLANE ENTERTAINMENT, INC.

Trade Mark Servicemarks	Country	Reg.No.	Reg/File. Date	International Class
DAY OUT WITH THOMAS	US	2345259	4/25/00	41
ENTERTAINMENT TO GROW UP WITH	US	2265215	7/27/99	9
MY FIRST THOMAS	US	2335757	3/28/00	16
MY FIRST THOMAS	US	2326627	3/7/00	28
SHINING TIME STATION	US	1955604	2/13/96	9, 16, 28
SHINING TIME STATION	US	1977701	6/4/96	25
SHINING TIME STATION	US	1621671	11/6/90	41
THOMAS THE TANK ENGINE & FRIENDS & Design	US	2324539	2/29/00	16
THOMAS THE TANK ENGINE & FRIENDS & Design	US	2009287	10/22/96	9, 14, 20, 21, 25, 28
SHINING TIME STATION	CANADA	TMA479860	8/5/97	28
SHINING TIME STATION	SOUTH AFRICA	937169	8/19/93	9
SHINING TIME STATION	SOUTH AFRICA	937170	8/19/93	28
THOMAS THE TANK ENGINE & FRIENDS & Design	CANADA	TMA481144	8/21/97	9, 16, 25, 28

(B) TRADEMARK APPLICATIONS

GULLANE ENTERTAINMENT, INC.

Trade Mark Servicemarks	Country	Appl.No.	Appl. Date	International Class
THOMAS THE TANK ENGINE & FRIENDS & Design	CANADA	1001869	1/13/99	16, 28
MY FIRST THOMAS	CANADA	0883591	7/8/98	16, 28

(C) TRADEMARK LICENSES

GULLANE ENTERTAINMENT, INC.

1. License Agreements dated April 23, 1996, January 1, 1999, and March 16, 2000 between Gullane Entertainment Inc. and Learning Curve International (concerning the right to use copyrights and trademarks).