

10-19-2001

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To the Honorable Commissioner of 101878247 attached original documents or copy thereof.

1. Name of conveying party(ies):
The Chase Manhattan Bank 10/10/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other National Banking Association

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

2. Name and address of receiving party(ies)
Name: The Harvey Entertainment Company
 Internal Address: _____
 Street Address: 11835 West Olympic Boulevard
Suite 550
 City: Los Angeles State: CA ZIP: 90068

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Termination of trademark Security
Interest:

Execution Date: June 22, 2001

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

A. Trademark Application No.(s)
See attached Schedule A.

B. Trademark Registration No.(s)
See attached Schedule A.

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Additional numbers attached? Yes No

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

Name: Jane Shay Wald, Esq.
 Internal Address: Irell & Manella LLP

 Street Address: 1800 Avenue of the Stars

 City: Los Angeles State: CA ZIP: 90068

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....\$1,440

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

10/19/2001 6TON11 00000039 72253

01 FC:481 40.00 UP
 02 FC:482 1400.00 DP

DO NOT USE THIS SPACE

9. 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.

Jane Shay Wald Jane S Wald 10/10/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BABY HUEY THE BABY GIANT (Stylized)	722,259	10/03/61
THE BABY HUEY SHOW	1,935,529	11/14/95
BUNNY (Stylized)	879,116	10/21/69
CASPER	1,960,832	03/05/96
CASPER	2,049,395	04/01/97
CASPER	2,129,953	01/20/98
CASPER and Design	2,173,255	07/14/98
CASPER and Design	2,072,222	06/17/97
CASPER THE FRIENDLY GHOST (Stylized)	794,827	08/24/65
CASPER THE FRIENDLY GHOST (Stylized)	722,258	10/03/61
CASPER'S GHOSTLAND AND ALL HIS FRIENDS (Stylized)	756,109	09/03/63
THE GHOSTLY TRIO and Design	756,105	09/03/63
HARVEY CLASSICS and Casper Ghost Design	2,008,098	10/15/96
HARVEY CLASSICS RICHIE RICH and Design	2,005,966	10/08/96
HARVEY CLASSICS and Design	1,810,764	12/14/93
HARVEY COMICS and Design	1,811,976	12/21/93
HERMAN AND KATNIP (Stylized)	756,106	09/03/63
HOT STUFF and Design	1,180,114	12/01/81
LITTLE DOT (Stylized)	1,410,490	09/23/86
LITTLE LOTTA	1,178,067	11/17/81
NEMESIS and Design	1,845,129	07/12/94
NIGHTMARE THE GALLOPING GHOST and Design	756,107	09/03/63
PLAYFUL LITTLE AUDREY (Stylized)	722,261	10/03/61
RAGS RABBIT and Design	432,587	09/09/47
RICHIE RICH THE POOR LITTLE RICH BOY and Design	730,456	04/24/62
RICHIE RICH THE POOR LITTLE RICH BOY (Stylized)	720,703	08/29/61
WENDY THE GOOD LITTLE WITCH (Stylized)	722,254	10/03/61

Trademark Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
BABY HUEY	75/548,105	09/04/98
BABY HUEY	75/548,106	09/04/98
BABY HUEY	75/548,107	09/04/98
BABY HUEY	75/548,108	09/04/98
BABY HUEY	75/548,109	09/04/98
BABY HUEY	75/548,110	09/04/98
BUZZY THE CROW	75/595,877	11/25/98
CASPER and Design	75/171,984	09/25/96
CASPER THE FRIENDLY GHOST	75/138,545	07/23/96
FATSO	75/481,656	05/08/98
THE GHOSTLY TRIO and Design	75/138,549	07/23/96

Trademark Applications (cont'd)

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
Harvey Corporate Logo	75/390,399	11/14/97
HOT STUFF	75/488,869	05/21/98
HOT STUFF	75/488,868	05/21/98
HOT STUFF	75/488,867	05/21/98
HOT STUFF	75/488,865	05/21/98
HOT STUFF	75/488,863	05/21/98
HOT STUFF	75/446,259	03/06/98
HOT STUFF	75/595,875	11/25/98
HOT STUFF	75/429,707	02/05/98
HOT STUFF	75/563,151	10/02/98
HOT STUFF and Design	75/595,876	11/25/98
HOT STUFF THE DEVIL MADE ME DO IT and Design	75/642,786	02/18/99
RICHIE RICH THE POOR LITTLE RICH BOY	75/138,544	07/23/96
STINKIE	75/481,655	05/08/98
STRETCH	75/481,648	05/08/98
WENDY THE WITCH	75/548,112	09/04/98
WENDY THE WITCH	75/548,111	09/04/98
WENDY THE WITCH	75/548,101	09/04/98
WENDY THE WITCH	75/481,657	05/08/98

TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK INTEREST is executed as of June 22, 2001 by The Chase Manhattan Bank, as Administrative Agent, (in its capacity as such, the "Administrative Agent") with reference hereby made to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of April 3, 2000 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among The Harvey Entertainment Company ("Harvey") and the other Borrowers referred to therein, the Guarantors referred to therein, the Lenders referred to therein, the Administrative Agent and The Chase Manhattan Bank as the issuer of letters of credit (the "Issuing Bank").

WHEREAS, pursuant to the Credit Agreement, Harvey, Harvey Comics, Inc. and Pepin/Merhi Entertainment Group, Inc. (collectively referred to herein as the "Pledgors") executed and delivered to the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) a Trademark Security Agreement dated April 3, 2000 (the "Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office for the trademarks listed on Schedule A hereto and all of the goodwill of the businesses connected with the use of, and symbolized by, such trademarks, and the trademark licenses listed on Schedule B attached hereto (collectively the "Trademark Collateral").

WHEREAS, the Pledgors have requested that the Administrative Agent release the liens and security interests granted to it (for the benefit of itself, the Issuing Bank and the Lenders) in the right, title and interest in and to the Trademark Collateral (to the extent of the Pledgors' interest therein) pursuant to the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby, for the benefit of itself, the Issuing Bank and the Lenders:

(A) terminates the Trademark Security Agreement.

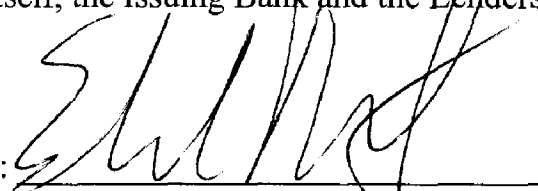
(B) releases the liens and security interests granted to it in the Trademark Collateral pursuant to the Trademark Security Agreement and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Trademark Collateral; and

(C) to the extent that the Administrative Agent, the Issuing Bank, or any of the Lenders shall be deemed to have any right, title or interest in the Trademark Collateral, retransfers and reassigns to the Pledgors all of such right, title and interest.

This Termination of Trademark Security Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Interest to be executed by its duly authorized officer as of the date first written above.

THE CHASE MANHATTAN BANK
as Administrative Agent, for the benefit of
itself, the Issuing Bank and the Lenders

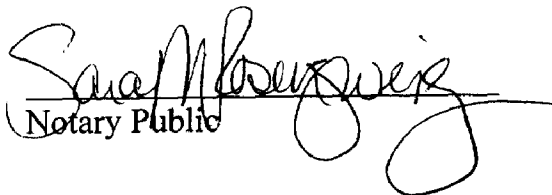
By: 
Name: Edmond DeForest
Title: Vice President

STATE OF NEW YORK,

: SS.:

COUNTY OF NEW YORK,

On the 22 day of June, 2001, before me personally came Ed DeForest, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President of The Chase Manhattan Bank, the banking corporation described in and which executed the foregoing instrument.


Notary Public

Sara M. Rosenzweig
Notary Public, State of New York
NQ 01RO6042346
Qualified in New York County
Commission Expires May 30, 2002

Schedule A

Trademarks