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10-07-2002

Form PTO-1594 RI  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

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To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lyrick Studios, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 9/6/02

2. Name and address of receiving party(ies)

Name: Barclays Bank plc

Internal

Address: 5 The North Colonnade

Street Address: Canary Wharf

City: London England Zip: E14 4BB

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other U.K. bank

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

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

A. Trademark Application No.(s) \_\_\_\_\_

2061094 2061117 2152578

B. Trademark Registration No.(s) 2179461

2200354 2314879 2345879

Additional number(s) attached  Yes  No

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

Name: Christine F. Benton

Internal Address: \_\_\_\_\_

Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: \_\_\_\_\_

7

7. Total fee (37 CFR 3.41).....\$ 190

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

OFFICE OF RECEIVED RECORDS  
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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton

Name of Person Signing

Christine F. Benton  
Signature

9/25/02  
Date

8

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

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

10/07/2002 GTOM11 00000020 181843 2061094

01 FC:481 40.00 CH  
02 FC:482 150.00 CH

TRADEMARK  
REEL: 002593 FRAME: 0629

**TRADEMARK SECURITY AGREEMENT**, dated as of *6 September 2002* by Lyrick Studios, Inc. (the "**Company**") in favor of Barclays Bank plc, as Secured Party for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "**Secured Party**").

**WITNESSETH:**

**WHEREAS**, pursuant to a Multicurrency Revolving Facility Agreement, dated 25 June 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Facility Agreement**") between (1) HIT Entertainment PLC as Borrower, (2) certain subsidiaries of the Borrower as Guarantors, including the Company (the "**Guarantors**"), (3) certain financial institutions party thereto, (4) Barclays Bank plc as Agent for the Lenders, (5) the Secured Party and (6) Barclays Capital as Mandated Lead Arranger, the Lenders have severally agreed to make available certain loan facilities upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, the Company is a Guarantor under the Facility Agreement pursuant to which it has guaranteed the obligations of the Borrower under the Finance Documents; and

**WHEREAS**, the Company is party to a Pledge and Security Agreement of even date herewith in favor of the Secured Party (the "**Security Agreement**") pursuant to which the Company is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the promises and to induce the Lenders and the Secured Party to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Company hereby agrees with the Secured Party as follows:

**Section 1 - Defined Terms**

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

**Section 2 - Grant of Security Interest in Trademark Collateral**

The Company, 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 Company, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party for the benefit of the Secured Parties, and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interests in, all of its right, title and interest in, to and under the following Collateral of the Company (the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim the Company 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.

**Section 3 - Security Agreement**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Very truly yours,

**LYRICK STUDIOS, INC.**

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**BARCLAYS BANK PLC**

as Secured Party

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Very truly yours,

**LYRICK STUDIOS, INC.**

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

**ACCEPTED AND AGREED:**

**BARCLAYS BANK PLC**

as Secured Party

By:           *M. Jarren*            
Name:  
Title:

**SCHEDULE I**  
**To**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

(A) REGISTERED TRADEMARKS

Mark Reg. No. Date

See chart below

(B) TRADEMARK APPLICATIONS

See chart below

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

See chart below

**SUMMARY OF TRADEMARKS - LYRICK STUDIOS, INC.**

Country	Mark	Reg Owner	Reg No.	Status
Argentina	Lyrick	Lyrick Studios, Inc	1693024	Registered
Argentina	Lyrick	Lyrick Studios, Inc	1693022	Registered
Argentina	Lyrick	Lyrick Studios, Inc	1753769	Registered
CTM	Lyrick Studios	Lyrick Studios, Inc	1176783	Registered
United States	Big Red Chair Books	Lyrick Studios, Inc	2179461	Registered
United States	Chair and Book Design	Lyrick Studios, Inc	2152578	Registered
United States	Chair and Child Design	Lyrick Studios, Inc	2314879	Registered
United States	Little Red Chair Books	Lyrick Studios, Inc	2345879	Registered
United States	Lyrick	Lyrick Studios, Inc	2061094	Registered
United States	Lyrick Publishing	Lyrick Studios, Inc	2200354	Registered
United States	Lyrick Studios and Design	Lyrick Studios, Inc	2061117	Registered