



02-27-2003



102375077

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

RECORDATION TRADEMARKS ONLY

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): 2-21-03 Gullane Entertainment Inc.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: February 14, 2003

2. Name and address of receiving party(ies) Name: Barclays Bank PLC

Internal Address:

Street Address: 5 The North Colonnade Canary Wharf City: London State: GBR Zip: E14 4BB

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other British 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) See Attached List

B. Trademark Registration No.(s) See Attached List

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: 11

7. Total fee (37 CFR 3.41) \$ 290

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 18-1843

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

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.

Christine F. Benton Name of Person Signing

Signature

Feb. 20, 2003 Date

02/27/2003 ECOOPER 00000030 101043 2348259

11

01 FC:0121 40.00 CH 02 FC:0122 250.00 CH

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

**U.S. TRADEMARK APPLICATIONS/
REGISTRATIONS IN THE NAME OF
GULLANE ENTERTAINMENT, INC.**

<u>MARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>
DAY OUT WITH THOMAS		2345259
ENTERTAINMENT TO GROW UP WITH		2265215
MY FIRST THOMAS		2326627
MY FIRST THOMAS		2335757
SHINING TIME STATION		1621671
SHINING TIME STATION		1955604
SHINING TIME STATION		1977701
THOMAS & FRIENDS	76-363909	
THOMAS STATION & Design		2495211
THOMAS THE TANK ENGINE & FRIENDS & Design		2324539
THOMAS THE TANK ENGINE & FRIENDS & Design		2009287

NYA 590286.1

**TRADEMARK
REEL: 002679 FRAME: 0300**

TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2003 by Gullane Entertainment 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 and Term 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 Original Borrower and as Original Guarantor, (2) HIT Entertainment Finance Limited as an Additional Borrower and as an Additional Guarantor, (3) certain subsidiaries of the Original Borrower as Guarantors, including the Company (the "**Guarantors**"), (4) certain financial institutions party thereto, (5) Barclays Bank PLC as Agent for the Lenders, (6) the Secured Party and (7) 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 Original Borrower and the Additional Borrower under the Finance Documents; and

WHEREAS, the Company is party to a Pledge and Security Agreement dated 6 September 2002 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 pursuant to the requirements of the Security Agreement and to induce the Lenders to continue to make their respective extensions of credit to the Additional Borrower thereunder, the Company hereby agrees with the Secured Party as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, capitalized 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,

GULLANE ENTERTAINMENT INC.

By: _____

Name: Stephen C. Ruffini

Title: Chief Financial Officer

ACCEPTED AND AGREED:

BARCLAYS BANK PLC

as Secured Party

By: _____

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

TRADEMARKS OWNED BY GULLANE ENTERTAINMENT, INC

12 February 2003

Proprietor	Country	Trademark	International classes	Application Number	Registration Number	Status	Renewal Date	Application Date	Registration Date
Gullane Entertainment, Inc	United States of America	DAY OUT WITH THOMAS ENTERTAINMENT TO GROW UP WITH	41	751693035	2345258	REG	25/04/10	28/04/99	26/04/00
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	8	751002231	2365215	REG	27/07/09	08/10/95	27/07/98
Gullane Entertainment, Inc	Canada	MY FIRST THOMAS	16, 28	863581		PEN		08/07/88	
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	28	751693036	2326627	REG	07/03/10	28/04/89	07/03/00
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	16	751693025	2335757	REG	26/03/10	28/04/89	28/03/00
Gullane Entertainment, Inc	Canada	SHINING TIME STATION	9, 28	808280	TMA478860	REG	09/08/12	27/03/86	08/08/87
Gullane Entertainment, Inc	New Zealand	SHINING TIME STATION	9	229500	229500	REG	20/08/14	20/08/83	20/08/83
Gullane Entertainment, Inc	New Zealand	SHINING TIME STATION	28	229501	229501	REG	20/08/14	20/08/83	20/08/83
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	9	937169	937169	REG	18/08/03	18/08/83	18/08/83
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	28	937170	937170	REG	18/08/03	18/08/83	18/08/83
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	9, 16, 28	74468638	1855604	REG	13/02/06	10/02/84	13/02/86
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	41	74468638	1821671	REG	06/11/10	04/04/89	06/11/80
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	25	74572496	1877701	REG	8/4/2008	8/25/1994	8/4/1996
Gullane Entertainment, Inc	United States of America	THOMAS & FRIENDS LOGO	41	1130709		PEN		08/02/02	
Gullane Entertainment, Inc	United States of America	THOMAS & FRIENDS LOGO	9, 16, 25, 28, 41	76363809		PEN		25/01/02	
Gullane Entertainment, Inc	United States of America	THOMAS STATION and Design	16	76280513	2495211	REG	22/07/17	3/20/1997	3/20/1997
Gullane Entertainment, Inc	Canada	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	8, 16, 21, 25, 28	1001869	TMA566025	REG	22/07/17	13/01/89	22/07/02
Gullane Entertainment, Inc	Canada	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	28	808282	TMA481144	REG	21/08/12	27/03/98	21/08/87
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	16	751693026	2324539	REG	28/02/10	28/04/89	28/02/00
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	9, 14, 20, 21, 25, 28	74491486	2009287	REG	22/10/06	14/02/84	22/10/86

* Trade mark assigned to Gullane Entertainment Inc by Ms Yvonne Thompson

TRADEMARKS OWNED BY GULLANE ENTERTAINMENT INC

12 February 2003

Proprietor	Country	Trademark	International classes	Application Number	Registration Number	Status	Renewal Date	Application Date	Registration Date
Gullane Entertainment, Inc	United States of America	DAY OUT WITH THOMAS ENTERTAINMENT TO GROW UP WITH	41	756893035	2346259	REG	25/04/10	28/04/98	25/04/00
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	9	756022231	2286215	REG	27/07/09	08/10/95	27/07/99
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	16, 28	883591		PEN		08/07/98	
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	28	756883038	2328627	REG	07/03/10	28/01/89	07/03/00
Gullane Entertainment, Inc	Canada	SHINING TIME STATION	18	767893025	2335767	REG	28/03/10	28/04/90	28/03/00
Gullane Entertainment, Inc	New Zealand	SHINING TIME STATION	9, 20	808280	TMA478860	REG	08/08/12	27/03/96	08/08/97
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	8	229500	229500	REG	20/03/14	20/08/93	20/08/93
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	9	229501	229501	REG	20/08/14	20/05/93	20/08/93
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	28	937189	937189	REG	18/08/03	18/08/93	18/08/93
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	9, 18, 28	937170	937170	REG	19/03/03	19/08/93	19/08/93
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	41	74488839	1955604	REG	13/02/06	10/02/84	13/02/98
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	25	74800038	1621871	REG	08/11/10	04/04/89	08/11/80
Gullane Entertainment, Inc	United States of America	THOMAS & FRIENDS LOGO	41	1130709	1977701	REG	6/4/2006	8/25/1994	6/4/1986
Gullane Entertainment, Inc*	United States of America	THOMAS & FRIENDS LOGO	9, 15, 25, 28, 41	78383909		PEN		08/02/02	
Gullane Entertainment, Inc	Canada	THOMAS STATION and Design	18	75280513	2495211	REG		25/01/02	3/20/1987
Gullane Entertainment, Inc	Canada	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	8, 16, 21, 25, 28	1001869	TMA565025	REG	22/07/17	13/01/99	22/07/02
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	18	808282	TMA481144	REG	21/08/12	27/03/90	21/08/97
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	9, 14, 20, 21, 25, 28	756893028	2324539	REG	28/02/10	28/04/99	28/02/00
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	25, 28	744891486	2008287	REG	22/10/06	14/02/84	22/10/86

* Trade mark assigned to Gullane Entertainment Inc by Ms Yvonne Thompson

TRADEMARKS OWNED BY GULLANE ENTERTAINMENT, INC

12 February 2003

Proprietor	Country	Trademark	International classes	Application Number	Registration Number	Status	Renewal Date	Application Date	Registration Date
Gullane Entertainment, Inc	United States of America	DAY OUT WITH THOMAS ENTERTAINMENT TO GROW UP WITH	41	751693035	2345268	REG	25/04/10	28/04/99	25/04/00
Gullane Entertainment, Inc	Canada	MY FIRST THOMAS	9	75002231	2285215	REG	27/07/08	08/10/95	27/07/99
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	16, 28	883591		PEN		08/07/88	
Gullane Entertainment, Inc	United States of America	MY FIRST THOMAS	28	751693036	2328627	REG	07/03/10	28/04/99	07/03/00
Gullane Entertainment, Inc	Canada	SHINING TIME STATION	16	751693025	2335757	REG	28/03/10	28/04/99	28/03/00
Gullane Entertainment, Inc	New Zealand	SHINING TIME STATION	9, 28	808280	TMA479860	REG	08/08/12	27/03/96	08/08/97
Gullane Entertainment, Inc	New Zealand	SHINING TIME STATION	9	228500	228500	REG	20/08/14	20/08/93	20/08/03
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	28	228501	228501	REG	20/08/14	20/08/93	20/08/93
Gullane Entertainment, Inc	South Africa	SHINING TIME STATION	9	937169	937169	REG	19/08/03	19/08/93	19/08/83
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	28	937170	937170	REG	19/08/03	19/08/93	19/08/93
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	9, 16, 28	74488839	1855804	REG	13/02/06	10/02/84	13/02/86
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	41	74480038	1821671	REG	08/11/10	04/04/89	08/11/80
Gullane Entertainment, Inc	United States of America	SHINING TIME STATION	25	74572498	1977701	REG	04/20/08	02/25/94	04/18/86
Gullane Entertainment, Inc	Canada	THOMAS & FRIENDS LOGO	41	1130709		PEN		08/02/02	
Gullane Entertainment, Inc	United States of America	THOMAS & FRIENDS LOGO	9, 18, 25, 28, 41	78363908		PEN		25/01/82	
Gullane Entertainment, Inc	Canada	THOMAS STATION and Design	18	751693013	2495211	REG	22/07/17	3/20/1987	3/20/1987
Gullane Entertainment, Inc	Canada	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	9, 16, 21, 25, 28	1001869	TMA555025	REG	21/08/12	13/01/99	22/07/02
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	18	808282	TMA481144	REG	28/02/10	27/03/98	21/08/97
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	9, 14, 20, 21, 25, 28	751693026	2324539	REG	28/02/10	28/04/99	28/02/00
Gullane Entertainment, Inc	United States of America	THOMAS THE TANK ENGINE & FRIENDS and Cloud Device	18	74481498	2009287	REG	22/10/08	14/02/84	22/10/85

* Trade mark assigned to Gullane Entertainment Inc by Ms Yvonne Thompson