

11-18-2004

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Wells Fargo Business Credit, Inc.

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

Citizenship (see guidelines) Minnesota

Execution Date(s) 10/28/2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Intervisual Books, Inc., David A Carter

Internal Address:

Street Address: 12910 CULVER BLVD, SUITE C

City: LOS ANGELES

State: CALIFORNIA

Country: USA Zip: 90066

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship HONG KONG
- Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2088835, 2039211, 1868219

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Viacom International Inc.

Internal Address: c/o Amanda Carter

Street Address: 1515 Broadway

City: New York

State: New York Zip: 10036

Phone Number: 212.846.7074

Fax Number: 212.846.1729

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 192257

Authorized User Name Amanda Carter

9. Signature Mallory Leitt

Signature

10/28/04  
Date

Mallory Leitt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

2088835  
192257  
0000003192257

40.00 DA  
50.00 DA

11/18/2004

01 FC:8521  
02 FC:8522

### Release of Security Interest

This Release ("Release") is entered into as of July 1, 2004, by and between Intervisual Books, Inc. ("IBI"), a California corporation, 12910 Culver Blvd., Suite C, Los Angeles, California 90066 and Wells Fargo Business Credit, Inc. ("Wells").

Reference is made to that certain Credit and Security Agreement dated as of November 11, 2002 by and between Wells and IBI (as amended to date, the "Security Agreement"). Capitalized terms used in this Release, and not otherwise defined, shall have the respective meanings set forth in the Security Agreement.

IBI together with Simon & Schuster, Inc., including its affiliates and subsidiaries ("Simon"), and David Carter ("Carter") own certain intellectual property rights, including trademarks and copyrights to a series of books commonly referred to as the "Bugs Books," specifically, Alpha Bugs, Bed Bugs, Bugs that go Bump in the Night, Chanukah Bugs, Peely Bugs, Glitter Bugs, Space Bugs, Haster Bugs, Halloween Bugs, Love Bugs, Love Bugs Japanese, How Many Bugs in a Box?, More Bugs in a Box, Jingle Bugs, Twelve Bugs of Christmas, Twelve Bugs of Christmas Cards, Love Bugs Reduced, Haster Bugs Enlarged, Birthday Bugs, Peck-A-Boo Bugs, Bedtime Bugs, In and Out Bugs (4 titles) (collectively the "Titles"), and in addition to the Titles, IBI, Simon and Carter own certain trademarks related to the Titles, including Bugs in a Box, Registration Number 1868219, Bugs in a Box, design only, Registration Number 2039214, and Bugs in a Box, design only, Registration Number 2088835 (the "Trademarks" and collectively with the Titles and all other intellectual property rights associated with Titles, the "Works").

Some or all of the Works are considered Intellectual Property Rights and/or Collateral under the Security Agreement. IBI desires to transfer and sell its portion of the Works to a third party. In connection therewith, Wells hereby forever releases and discharges its security interest to the Works created by the Security Agreement. Wells consents to the sale by IBI of the Works. This consent shall be limited to the specific Works, and shall be effective only in this specific instance and for the specific purpose for which it is given, and this consent shall not entitle IBI to any other or further waiver or consent in any similar or other circumstances.

Wells authorizes IBI and/or any designee of IBI to file termination statements as appropriate to reflect this release by Wells of its security interest in any and all the Works; and Wells agrees to execute and return to IBI or IBI's designee such assignments of copyright or trademark as reasonably may be requested by IBI or IBI's designee to rescind or terminate collateral assignments or mortgages to Wells of any of the Works, provided that such assignments shall be prepared and filed at IBI's or IBI's designee's expense.

Except as provided above, the Security Agreement remains in full force and effect in accordance with its original terms. Nothing in this consent, any other correspondence, any oral communications between Wells and IBI, should be construed to be a waiver, modification or release of any breach or default, whether now existing or hereafter arising, of any of Wells's rights and remedies under the Security Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed by their officers thereto duly authorized as of the date first written above.

INTERVISUAL BOOKS, INC.

By: [Signature]  
Name: Michael Silber  
Title: President

WELLS FARGO BUSINESS CREDIT INC.

By: [Signature]  
Name: Laura Stakowski  
Title: Asst. Vice President