

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| EFFECTIVE DATE: | 06/01/2005 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-----------------------|
| Gaylord Production Company | | 06/01/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | The Bank of Nova Scotia |
| Street Address: | P.O. Box 4085, Station A, 40 King St. West Scotia Plaza, 62nd Fl. |
| City: | Toronto, Ontario |
| State/Country: | CANADA |
| Postal Code: | M5W 2X6 |
| Entity Type: | Canadian Chartered Bank: CANADA |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 1469456 | FAERIE TALE THEATRE |

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 909-6000
 Email: trademarks@debevoise.com
 Correspondent Name: Matthew Heintz
 Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
 Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name: Matthew Heintz
 Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
 Address Line 4: New York, NEW YORK 10022

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| NAME OF SUBMITTER: | Matthew Heintz |
| Signature: | /Matthew Heintz/ |
| Date: | 06/13/2005 |
| Total Attachments: 4 source=Gaylord Trademark Notice (Senior Debt)#page1.tif source=Gaylord Trademark Notice (Senior Debt)#page2.tif source=Gaylord Trademark Notice (Senior Debt)#page3.tif source=Gaylord Trademark Notice (Senior Debt)#page4.tif | |

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of June 1, 2005, made by Gaylord Production Company, a Delaware Corporation (the "Grantor"), to The Bank of Nova Scotia, a Canadian chartered bank, as collateral agent (in such capacity, the "Collateral Agent") for the purchasers under the Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), between Content Acquisition Trust, a trust formed pursuant to the laws of the Province of Ontario (the "Issuer"), and Entertainment One Content Limited Partnership, a limited partnership formed pursuant to the laws of the Province of Ontario (the "Purchaser," and together with the other purchasers from time to time party thereto, the "Purchasers").

WHEREAS, pursuant to the Note Purchase Agreement, the Issuer has agreed to issue and sell to the Purchaser, and the Purchaser has agreed to buy from the Issuer, Senior Secured Notes due June 1, 2020, in an initial principal amount of US\$52,200,000;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor, the Issuer and others have executed and delivered to the Collateral Agent a Security Agreement, dated as of June 1, 2005, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor, as security for the payment or performance, as the case may be, in full of the Obligations, granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, the defined terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note Purchase Agreement and the Security Agreement, as applicable.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business (if any), pursuant to the Security Agreement it has

granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor, including without limitation those listed on Schedule I hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Trademarks are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GAYLORD PRODUCTION COMPANY

By: Chris Jamieson

Name: Chris Jamieson
Title: Chief Financial Officer

By: Martin Kovnats

Name: Martin Kovnats
Title: Assistant Secretary

THE BANK OF NOVA SCOTIA,
as Collateral Agent

By: Daniel Grouix

Name: Daniel Grouix
Title: Director

By: Heather Wylie

Name: Heather Wylie
Title: Associate

SCHEDULE I

Trademarks

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---------------------|-----------------|-------------------|
| Faerie Tale Theatre | 1,469,456 | December 15, 1987 |

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