

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Classic Media, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank

Internal

Address:

Street Address: 270 Park Avenue

City: New York

State: New York

Country: Zip: 10017

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship New York
- Other 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 5, 2005

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

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

A. Trademark Application No.(s)

78/513896

B. Trademark Registration No.(s)

2253736

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: Kristal Badgett E.Share

Internal Address: Morgan Lewis & Bockius LLP

Street Address: 101 Park Avenue

City: New York

State: NY Zip: 10178

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1000.00

- 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 13-4520

Authorized User Name _____

9. Signature:

Ellen M. Baker
Signature

April 13, 2005
Date

Ellen M. Baker
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1040.00 134620 78613896

JUN 16 2005 3:21 PM FR

TO 12617#663970327# P.05

FROM MORGAN LEWIS & BOCKIUS

(WED) 4. 13' 05 14:35/ST. 14:31/NO. 4860636052 P 4

Additional Conveying Parties

Harvey Entertainment, Inc.
UPA Industries
Gold Key Home Video, Inc.
Harvey Assets Company LLC
UPA Productions of America
Upario Music
UPA Music Company
Classic Media Music, Inc.
Little Lotta Music, Inc.
Classic Media Productions, Inc.
Big Idea, Inc.
BigIdea.Com.Inc
Classic Media Pictures, Inc.
PTB Productions, Inc.
Classic Media Holdings, Inc.

TRADEMARK
REEL: 003134 FRAME: 0002

SCHEDULE

Pending Applications

1. 78/513896
2. 78/513900
3. 78/509053
4. 78/492869
5. 78/492882
6. 78/492894
7. 78/492902
8. 78/492919
9. 78/411484
10. 78/411489
11. 78/411342
12. 78/411350
13. 78/411355
14. 78/411367
15. 78/411375
16. 76/374723

Registrations

- 17 2253736
- 18 2806927
- 19 2702801
- 20 2772013
- 22 2656266

22 2495242
23 2529182
24 2497418
25 2487126
26 2703175
27 2701371
28. 2525653
29. 2742512
30. 2756913
31. 2839744
32. 2710060
33. 2582601
34. 2299662
35. 2167848
36. 1869418
37. 2467415
38. 2297844
39. 2527217
40. 2342506
41. 2386915

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Classic Media, Inc., a Delaware corporation (the "Borrower") and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrowers and the Guarantors being collectively referred to herein as the "Pledgors", and individually as a "Pledgor"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of August 26, 2002, as amended and restated as of April 6, 2005 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, National Association (formerly known as JPMorgan Chase Bank), a national banking association, as agent for the Lenders (in such capacity, the "Administrative Agent"), and as Issuing Bank (in such capacity, the "Issuing Bank") the Lenders have agreed to make loans to, and participate in letters of credit issued for the account of, the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (other than those which validly prohibit the creation of such security interest), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations in accordance with the terms of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith pursuant to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i)-(iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any trademark application filed in the United States Patent and Trademark Office on the basis of any of the Pledgors' "intent to use" such trademark to the extent that, and only for so long as, such grant of a security interest constitutes or results in the abandonment, invalidation or unenforceability of any right, title or interest of the applicable Pledgor in such trademark.

The Pledgors agree to deliver updated copies of Schedule A in accordance with the terms of the Credit Agreement, to the Administrative Agent at the end of any quarter in which the Pledgors register or apply for or acquire any Trademark not listed on Schedule A hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Administrative Agent or the Lenders or if any Person shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon sixty (60) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then

without notice), in the event that Pledgors have not taken steps or instituted suits or proceedings as Pledgors reasonably deem advisable or appropriate to prevent such acts or conduct or protect their rights, the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and each of the Pledgors agrees to reasonably assist the Administrative Agent with any reasonable steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgors' sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been paid in full and performed, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), shall promptly execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been properly made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment by it of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of April __, 2005.

CLASSIC MEDIA, INC.

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President

HARVEY ENTERTAINMENT, INC.

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President

UPA INDUSTRIES

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President

GOLD KEY HOME VIDEO, INC.

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President


HARVEY ASSETS COMPANY LLC

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President

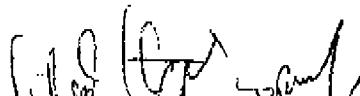
UPA PRODUCTIONS OF AMERICA

By: [Signature]
Name: George Stephanopoulos
Title: Executive Vice President


UPARIO MUSIC

By: 
Name: George Stephanopoulos
Title: Executive Vice President

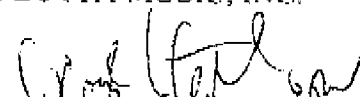
LPA MUSIC COMPANY

By: 
Name: George Stephanopoulos
Title: Executive Vice President

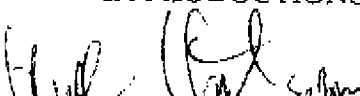
CLASSIC MEDIA MUSIC, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President


LITTLE LOTTA MUSIC, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

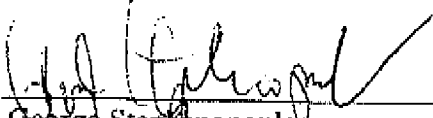
CLASSIC MEDIA PRODUCTIONS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

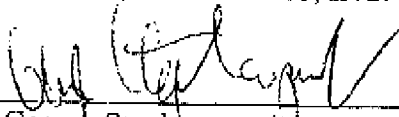
BIG IDEA, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

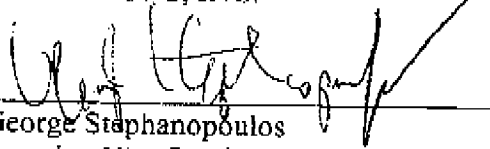
BIGIDEA.COM, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

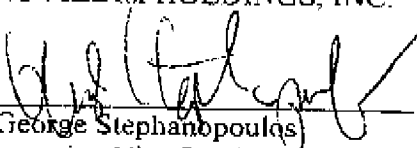
CLASSIC MEDIA PICTURES, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

PTB PRODUCTIONS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

CLASSIC MEDIA HOLDINGS, INC.

By: 
Name: George Stephanopoulos
Title: Executive Vice President

Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
(formerly known as JPMorgan Chase Bank)
as Administrative Agent

By _____
Name:
Title:

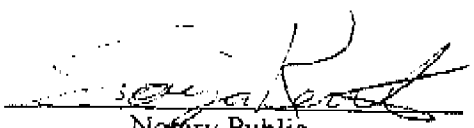
STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

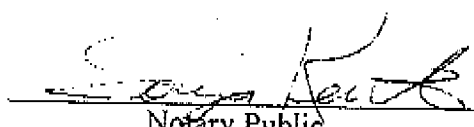
STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Harvey Entertainment, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 01KE4896737
Qualified in New York County
Commission Expires May 26, 2007

1-NY/18039171

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos,

[x] personally known to me.

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as PTB Productions, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)


SONJA KEITH
Notary Public, State of New York
No. 11942-506707
Commission Expires on 05/28/2007

On this the 5th day of April, 2005, before me, Sonja Keith, the undersigned Notary Public, personally appeared George Stephanopoulos.

[x] personally known to me,

[x] proved to me on the basis of satisfactory evidence, to be the Exec. V.P. of the corporation known as Classic Media Holdings, Inc. (the "Corporation") who executed the foregoing instrument on behalf of the Corporation and acknowledged that the Corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.


Notary Public

SONJA KEITH
Notary Public, State of New York
No. 11942-506707
Commission Expires on 05/28/2007

1-NY/18939171

GERALD MCBOING BOING

• UNITED STATES	T00275US01	11/9/2004	78/513,896			PENDING
• UNITED STATES	T00275US04	11/9/2004	78/513,900			PENDING

PETER COTTONTAIL

• UNITED STATES	T00277US00	11/1/2004	78/509,053			PENDING
• UNITED STATES	T00277US01	10/1/2004	78/492,869			PENDING
• UNITED STATES	T00277US02	10/1/2004	78/492,882			PENDING
• UNITED STATES	T00277US03	10/1/2004	78/492,894			PENDING
• UNITED STATES	T00277US04	10/1/2004	78/492,902			PENDING
• UNITED STATES	T00277US05	10/1/2004	78/492,919			PENDING

SANTA CLAUS IS COMIN TO TOWN (stylized)

• UNITED STATES	T00272US00	4/30/2004	78/411,484			PENDING
• UNITED STATES	T00272US02	4/30/2004	78/411,489			PENDING
• UNITED STATES	T00272US03	4/30/2004	78/411,342			PENDING
• UNITED STATES	T00272US04	4/30/2004	78/411,350			PENDING
• UNITED STATES	T00272US05	4/30/2004	78/411,355			PENDING
• UNITED STATES	T00272US06	4/30/2004	78/411,367			PENDING
• UNITED STATES	T00272US07	4/30/2004	78/411,375			PENDING

THE CHARLIE HORSE MUSIC PIZZA

• UNITED STATES	T00016US4	6/26/1998	75/509,572	6/15/1999	2,253,736	REGISTERED
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HOT STUFF

• UNITED STATES	T00141US00	11/7/2000	76/161,499	1/20/2004	2,806,927	REGISTERED
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Hot Stuff (Design #3)

• UNITED STATES	T00233US00	11/25/1998	75/595,876	4/1/2003	2,702,801	REGISTERED
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BIG IDEA

Owner Trademark Report by Mark
COUNTRYREFERENCE#

	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
3-2-1 PENGUINS!						
• UNITED STATES	T00239US01	12/17/1999	75/983,297	10/7/2003	2,772,013	REGISTERED
3-2-1 PENGUINS! (& Design)						
• UNITED STATES	T00240US00	11/7/2001	76/335,883	12/3/2002	2,656,266	REGISTERED
BIG IDEA						
AUSTRALIA	T00242AU00	2/17/1999	785680	11/7/2001	785680	REGISTERED 01
CANADA	T00242CA00	3/9/1999	1008045	5/18/2004	610635	REGISTERED
EUROPEAN UNION 28	T00242EU00	2/15/1999	1076082	2/15/1999	1076082	REGISTERED
MEXICO	T00242MX00	7/30/1999	385298	7/30/1999	762792	REGISTERED
MEXICO	T00242MX01	7/30/1999	385286	3/28/2003	785555	REGISTERED
MEXICO	T00242MX02	7/30/1999	385296	7/30/1999	762791	REGISTERED
NEW ZEALAND	T00242NZ00	2/15/1999	305118	3/31/2003	305118	REGISTERED
NEW ZEALAND	T00242NZ01	2/15/1999	305119	2/15/1999	305119	REGISTERED
NEW ZEALAND	T00242NZ02	2/15/1999	305120	3/31/2003	305120	REGISTERED
NEW ZEALAND	T00242NZ03	2/15/1999	305121	3/31/2003	305121	REGISTERED
• UNITED STATES	T00242US00	3/6/1998	75/445,887	10/9/2001	2,495,242	REGISTERED
• UNITED STATES	T00242US01	3/6/1998	75/979,413	1/15/2002	2,529,182	REGISTERED
BIG IDEA (& Design)						
• UNITED STATES	T00243US00	3/6/1998	75/445,886	10/18/2001	2,497,418	REGISTERED
• UNITED STATES	T00243US01	3/6/1998	75/979,439	9/11/2001	2,467,126	REGISTERED
BIG IDEA BOOKS (& Design)						
• UNITED STATES	T00244US00	11/6/2001	76/334,470	4/1/2003	2,703,175	REGISTERED
BIG IDEA INTERACTIVE						
• UNITED STATES	T00245US01	1/25/2001	76/975,146	3/25/2003	2,701,371	REGISTERED

Owner Trademark Report by Mark
COUNTRY REFERENCE#

FILED #1	APPL#	REGDT	REG#	STATUS	CLASSES
BIG IDEA'S JONAH A VEGGIETALES MOVIE (& Design)					
UNITED STATES	T00247US00	2/25/2002	76/374,723		PENDING 01
BIG IDEA'S VEGGIETALES					
AUSTRALIA 28	T00248AU00	10/17/1999	809542	10/30/2001	809542 REGISTERED
CANADA	T00248CA00	10/7/1999	1031513	4/30/2018	580220 REGISTERED
CHINA	T00248CN00	10/8/1999	9900119042	4/20/2001	1558353 REGISTERED
CHINA	T00248CN01	10/8/1999	9900119043	6/28/2001	1592660 REGISTERED
CHINA	T00248CN02	10/8/1999	9900119044	1/7/2001	1501463 REGISTERED
CHINA	T00248CN03	10/8/1999	9900119045	3/20/2001	1541135 REGISTERED
CHINA	T00248CN04	10/11/1999	9900120053	6/21/2001	1590237 REGISTERED
CHINA	T00248CN05	10/11/1999	9900120054	5/14/2001	1568573 REGISTERED
CHINA	T00248CN06	10/11/1999	9900120055	3/13/2001	1537410 REGISTERED
CHINA	T00248CN07	10/11/1999	9900120056	3/20/2001	1541137 REGISTERED
EUROPEAN UNION 28	T00248EU00	10/8/1999	1338482	4/6/2001	1338482 REGISTERED
HONG KONG	T00248HK00	10/8/1999	99/14189	11/22/2001	B13289/2001 REGISTERED
HONG KONG	T00248HK01	10/8/1999	99/14190	4/8/1999	B12289/2001 REGISTERED
HONG KONG	T00248HK02	10/8/1999	99/14191	6/11/2001	6825/2001 REGISTERED
HONG KONG	T00248HK03	10/8/1999	99/14192	6/12/2001	6931/2001 REGISTERED
HONG KONG	T00248HK05	10/14/1999	14610/1999	5/29/2003	B07080/2003 REGISTERED
HONG KONG	T00248HK06	10/14/1999	99/14611	11/21/2002	15001/2002 REGISTERED
HONG KONG	T00248HK07	10/14/1999	14612/1999	5/29/2003	07081/2003 REGISTERED
JAPAN 28	T00248JP00	10/8/1999	90998/1999	12/27/2002	4633106 REGISTERED
MEXICO	T00248MX00	10/8/1999	394364	1/30/2001	683932 REGISTERED
MEXICO	T00248MX01	10/8/1999	394366	10/8/1999	721132 REGISTERED
MEXICO	T00248MX02	10/8/1999	394365	1/30/2001	683933 REGISTERED
NEW ZEALAND	T00248NZ00	10/7/1999	600445	4/13/2000	600445 REGISTERED
NEW ZEALAND	T00248NZ01	10/7/1999	600449	4/13/2000	600449 REGISTERED
NEW ZEALAND	T00248NZ02	10/7/1999	600446	4/13/2000	600446 REGISTERED
NEW ZEALAND	T00248NZ03	10/7/1999	600450	6/6/2001	600450 REGISTERED
NEW ZEALAND	T00248NZ04	10/7/1999	600447	4/13/2000	600447 REGISTERED

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CLASSES

BIG IDEA'S VEGGIETALES continued

FILED	APPL#	REGDT	REG#	STATUS	CLASSES
NEW ZEALAND	T00248NZ05	10/7/1999	600451	4/13/2000 600451	REGISTERED
NEW ZEALAND	T00248NZ06	10/7/1999	600448	4/13/2000 600448	REGISTERED
NEW ZEALAND	T00248NZ07	10/7/1999	600452	6/6/2001 600452	REGISTERED
PUERTO RICO	T00248PR00	10/29/1999	47240	10/29/1999 47240	REGISTERED
PUERTO RICO	T00248PR01	10/29/1999	47241	10/29/1999 47241	REGISTERED
PUERTO RICO	T00248PR02	10/29/1999	47242	10/29/1999 47242	REGISTERED
PUERTO RICO	T00248PR03	10/29/1999	47243	10/29/1999 47243	REGISTERED
PUERTO RICO	T00248PR04	10/29/1999	47244	10/29/1999 47244	REGISTERED
PUERTO RICO	T00248PR05	10/29/1999	47245	10/29/1999 47245	REGISTERED
PUERTO RICO	T00248PR06	10/29/1999	47246	10/29/1999 47246	REGISTERED
PUERTO RICO	T00248PR07	10/29/1999	47247	10/29/1999 47247	REGISTERED
SINGAPORE	T00248SG00	10/7/1999	T99/11208J	4/8/1999 T99/11208J	REGISTERED
SINGAPORE	T00248SG01	10/7/1999	T99/11209I	4/8/1999 T99/11209I	REGISTERED
SINGAPORE	T00248SG02	10/7/1999	T99/11210B	4/8/1999 T99/11210B	REGISTERED
SINGAPORE	T00248SG03	10/7/1999	T99/11211J	4/8/1999 T99/11211J	REGISTERED
SINGAPORE	T00248SG04	10/7/1999	T99/11212I	10/7/1999 T99/11212I	REGISTERED
SINGAPORE	T00248SG05	10/7/1999	T99/11213G	10/7/1999 T99/11213G	REGISTERED
SINGAPORE	T00248SG06	10/7/1999	T99/11214E	10/7/1999 T99/11214E	REGISTERED
SINGAPORE	T00248SG07	10/7/1999	T99/11215C	10/7/1999 T99/11215C	REGISTERED
SOUTH KOREA 28	T00248KR00	10/8/1999	9937799	10/6/2000 478303	REGISTERED
SOUTH KOREA 28	T00248KR01	10/8/1999	99-37801	7/30/2001 498585	REGISTERED
TAIWAN	T00248TW00	10/8/1999	88049555	6/16/2001 945754	REGISTERED
TAIWAN	T00248TW01	10/8/1999	88049560	7/1/2001 949023	REGISTERED
TAIWAN	T00248TW02	10/8/1999	88049554	5/16/2002 998991	REGISTERED
TAIWAN	T00248TW03	10/8/1999	88049559	7/16/2002 1007790	REGISTERED
TAIWAN	T00248TW04	10/8/1999	88049558	10/1/2001 963532	REGISTERED
TAIWAN	T00248TW05	10/8/1999	88049556	10/16/2001 967158	REGISTERED
TAIWAN	T00248TW06	10/8/1999	88049553	9/16/2001 961693	REGISTERED
TAIWAN	T00248TW07	10/8/1999	88049557	9/16/2001 971929	REGISTERED
UNITED STATES 18.21.25 28	T00248US00	4/8/1999	75/677,515	1/1/2002 2,525,653	REGISTERED

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FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>BIG IDEA'S VEGGIETALES continued</i>					
0 UNITED STATES 18,21,24 25,28	T00248US01	11/10/1999	75/846,177	7/29/2003	2,742,512 REGISTERED
LARRYBOY					
HONG KONG	T00251HK00	8/6/2001	2001/09051	7/31/2002	09913/2002 REGISTERED
THAILAND	T00251TH00	6/19/2001	456979	9/30/2002	17665 REGISTERED
2 UNITED STATES	T00251US00	4/26/2001	76/246,816	8/26/2003	2,756,913 REGISTERED
3 UNITED STATES	T00251US01	2/28/2003	76/493,718	5/11/2004	2,839,744 REGISTERED
LARRY-BOY					
SINGAPORE	T00251SG00	6/8/2001	T01/08025H	6/8/2001	T01/08025H REGISTERED
LARRYBOY (& Design)					
MEXICO	T00252MX00	5/2/2002	545336	8/16/2002	759172 REGISTERED
6 UNITED STATES	T00252US00	11/6/2001	76/335,611	4/22/2003	2,710,080 REGISTERED
SUNDAY MORNING VALUES, SATURDAY MORNING FUN!					
4 UNITED STATES	T00253US00	7/15/1998	75/519,330	6/18/2002	2,582,601 REGISTERED
6 UNITED STATES	T00253US01	7/15/1998	75/519,237	12/14/1999	2,299,682 REGISTERED
VEGGIETALES					
AUSTRALIA 28	T00254AU00	2/17/1999	785681	10/1/1999	785681 REGISTERED
CANADA	T00254CA00	3/9/1999	1008045	6/11/2002	563262 REGISTERED
EUROPEAN UNION 28	T00254EU00	2/15/1999	1075530	2/15/1999	1075530 REGISTERED
MEXICO	T00254MX00	7/30/1999	385302	7/30/1999	762795 REGISTERED
MEXICO	T00254MX01	7/30/1999	385299	7/30/1999	762793 REGISTERED
MEXICO	T00254MX02	7/30/1999	385301	7/30/1999	762794 REGISTERED
NEW ZEALAND	T00254NZ00	2/15/1999	305114	7/15/1999	305114 REGISTERED
NEW ZEALAND	T00254NZ01	2/15/1999	305115	7/15/1999	305115 REGISTERED
NEW ZEALAND	T00254NZ02	2/15/1999	305116	7/15/1999	305116 REGISTERED
NEW ZEALAND	T00254NZ03	2/15/1999	305117	7/15/1999	305117 REGISTERED
SOUTH KOREA 28	T00254KR00	2/27/1999	99-6000	7/5/2000	473014 REGISTERED
4 UNITED STATES	T00254US00	12/19/1994	74/612,989	6/23/1998	2,167,848 REGISTERED
6 UNITED STATES	T00254US01	2/22/1994	74/492,523	12/27/1994	1,869,418 REGISTERED
VEGGIETOWN VALUES					
6 UNITED STATES	T00256US00	1/12/2000	75/895,700	7/10/2001	2,467,415 REGISTERED
VEGGIETUNES					
6 UNITED STATES	T00257US00	3/6/1998	75/531,815	12/7/1999	2,297,844 REGISTERED

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Owner Trademark Report by Mark COUNTRYREFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
VEGGIETUNES <i>continued</i> ... UNITED STATES	T00257US01	11/30/2000	76/173,473	1/8/2002	2,527,217	REGISTERED
WHAT'S THE BIG IDEA? UNITED STATES	T00258US00	8/11/1998	75/534,574	4/18/2000	2,342,506	REGISTERED
WHAT'S THE BIG IDEA? (& Design) UNITED STATES	T00259US00	8/11/1998	75/534,573	9/19/2000	2,386,915	REGISTERED

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