

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BUSTER ENTERTAINMENT, LLC		07/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
COBRA PRODUCTIONS, INC.		07/21/2008	CORPORATION: CALIFORNIA
DIC ENTERTAINMENT, L.P.		07/21/2008	LIMITED PARTNERSHIP: DELAWARE
DIC ENTERTAINMENT CORPORATION		07/21/2008	CORPORATION: DELAWARE
DIC ENTERTAINMENT HOLDINGS, INC.		07/21/2008	CORPORATION: DELAWARE
DIC MUSIC, LLC		07/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
DIC PARTNER, LLC		07/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
DIC POST, INC.		07/21/2008	CORPORATION: CALIFORNIA
DIC PRODUCTIONS, L.P.		07/21/2008	LIMITED PARTNERSHIP: DELAWARE
HAC MFP PRODUCTIONS, INC.		07/21/2008	CORPORATION: CALIFORNIA
MFP PRODUCTIONS, INC.		07/21/2008	CORPORATION: CALIFORNIA
MOMMY & ME ASSOCIATION, INC.		07/21/2008	CORPORATION: DELAWARE
MOMMY & ME PRODUCTIONS, INC.		07/21/2008	CORPORATION: CALIFORNIA
THE MOMMY & ME COMPANY		07/21/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 Bay Street, South Tower, Royal Bank Plaza
Internal Address:	12th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	banking corporation: CANADA

CH \$1490.00 2970923

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	2970923	MOMMY AND ME
Registration Number:	3146108	TROLLZ
Registration Number:	3146107	TROLLZ
Registration Number:	3149326	RUBY TROLLMAN
Registration Number:	3142755	AMETHYST VAN DER TROLL
Registration Number:	3139693	TOPAZ TROLLHOPPER
Registration Number:	3136399	IT'S A HAIR THING
Registration Number:	3177586	ONYX VON TROLLENBERG
Registration Number:	3229601	TATTOOED TEENAGE ALIEN FIGHTERS
Serial Number:	78900998	TATTOOED TEENAGE ALIEN FIGHTERS
Registration Number:	1568874	DIC
Serial Number:	78765746	T'Z
Registration Number:	1968662	INSPECTOR GADGET
Serial Number:	78679504	CAKE
Registration Number:	3119786	LIBERTY'S KIDS
Registration Number:	3096157	T
Registration Number:	1469443	DIC
Registration Number:	1469442	DIC
Registration Number:	2736312	MOMMY & ME LAUGHING, LOVING, LEARNING - TOGETHER!
Registration Number:	1951702	HURRICANES
Registration Number:	2563956	MUMMIES ALIVE!
Registration Number:	2258699	MUMMIES ALIVE!
Serial Number:	77341604	KEWL CARTOONS
Registration Number:	2946378	SUPER DUPER SUMOS
Registration Number:	2800901	MOMMY & ME
Registration Number:	2648982	DIC'S "EASY PLAY" DVD
Serial Number:	77306682	EARTH BEARS
Serial Number:	77306675	EARTH BEARS
Registration Number:	1857203	TOON-TIME
Registration Number:	2802972	MOMMY & ME ASSOCIATION
Serial Number:	77270926	KEWLSTUDIO
Serial Number:	77250915	DINO SQUAD

TRADEMARK

REEL: 003831 FRAME: 0078

Serial Number:	77250910	DINO SQUAD
Serial Number:	77206045	KEWLOPOLIS
Serial Number:	77203616	SECRET MILLIONAIRE'S CLUB
Registration Number:	2685038	MUMMIES
Registration Number:	2803945	MOMMYANDME.COM
Registration Number:	1714039	DIC
Serial Number:	77109924	CAKE
Serial Number:	77109916	CAKE
Registration Number:	3412331	KEWL MAGAZINE
Registration Number:	2110380	THE INCREDIBLE WORLD OF DIC
Registration Number:	2693584	DADDY & ME
Serial Number:	77000863	SPG
Registration Number:	3023405	LIBERTY'S KIDS
Registration Number:	2713617	INSPECTOR GADGET
Registration Number:	2783433	MOVIE TOONS
Registration Number:	2948852	SUPER DUPER SUMOS
Registration Number:	2798639	INCREDIBLE MOVIE TOONS
Registration Number:	3038132	MOMMY AND ME
Registration Number:	2800650	MOMMY AND ME
Serial Number:	76109236	FUN WITH MOMMY AND ME
Registration Number:	3250164	MOMMY & ME
Serial Number:	76580992	PLAYGROUP IN-A-BAG
Serial Number:	76511608	MOMMY & ME
Serial Number:	76511607	DADDY & ME
Serial Number:	76511606	M.A.M.A. MOMMY & ME ASSOCIATION
Serial Number:	77035571	DADDY & ME
Serial Number:	77032010	MOMMY & ME

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
Address Line 1: 355 South Grand Avenue
Address Line 2: Suite 4400
Address Line 4: LOS ANGELES, CALIFORNIA 90071

TRADEMARK

REEL: 003831 FRAME: 0079

ATTORNEY DOCKET NUMBER:

0000510.333195

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberley A. Lathrop

Signature:

/Kimberley A. Lathrop/

Date:

08/07/2008

Total Attachments: 16

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U.S. SUBSIDIARY TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, each of the Grantors referred to in the Security Agreement (as hereinafter defined) (such Grantors being collectively referred to herein as the "Pledgors", and each 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 Fourth Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of July 21, 2008, by and among Cookie Jar Entertainment Inc., an Ontario corporation, as borrower (the "Borrower"), 4116372 Canada Inc., an Ontario corporation, as the parent of the Borrower, the financial institutions from time to time a party thereto (each, a "Lender" and collectively, the "Lenders"), and Royal Bank of Canada in its capacity as administrative agent for the Lenders (the "Agent"), the Lenders are making certain credit facilities available to the Borrower;

WHEREAS, the Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that the Pledgors enter into that certain U.S. Subsidiary Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July 21, 2008, between the Pledgors and the Agent, pursuant to which the Pledgors have granted to the Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of such Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), 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 Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the 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.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Pledgors does hereby grant to the Agent (for the benefit of itself and the Lenders), as security for its obligations under and in connection with its guaranty of the Secured Obligations under and as defined in the Security Agreement, a continuing security interest in all of such Pledgor's 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, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, 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.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enter into any Trademark license not listed on Schedule B 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 satisfactory to the Agent), and promptly perform, or cause to be promptly performed, upon the request of the 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 Agent, to carry out the provisions and purposes of the Credit Agreement, the Security Agreement and this U.S. Subsidiary Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent for the benefit of itself and the Lenders) granted pursuant to the Security Agreement Agreement, this U.S. Subsidiary Trademark Security Agreement, and any other Credit Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act(s) which the Agent believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgors, the Agent or the Lenders or if any person, firm, corporation or other entity shall do or perform any acts which the Agent reasonably

believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default is at the time continuing, then without notice), the Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the 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 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 Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph and each of the Pledgors agrees to assist the Agent with any steps taken, or any suits or proceedings instituted by the Agent pursuant to this paragraph at the Pledgors' sole expense.

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

This U.S. Subsidiary Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under and as defined in the Credit Agreement have terminated and all Secured Obligations have been indefeasibly paid in full and performed, the Agent (on behalf of itself and the Lenders), shall 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 Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Agent (on behalf of itself and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this U.S. Subsidiary Trademark Security Agreement, the Security Agreement and the other Credit Documents executed by the Pledgors, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Security Agreement and the other Credit Documents.

Any notice, request, demand or other communication hereunder shall be given in writing and shall be either personally delivered, transmitted by facsimile, or sent by United States certified mail, return receipt requested, postage prepaid, and shall be effective (a) on the day when personally served, including delivery by overnight mail and courier service, (b) on the

third day after its deposit in the United States mail, and (c) on the business day of confirmed facsimile transmission. The respective addresses of the Pledgors and the Agent (until notice of a change thereof is served as provided in this paragraph shall be as follows:

If to the Pledgors:

c/o DIC Entertainment Corporation
4100 West Alameda Blvd., 4th Floor
Burbank, CA 91505
Attn: Andy Heyward
Facsimile: (818) 955-5696

If to the Agent:

Royal Bank of Canada,
as Administrative Agent
200 Bay Street, 12th Floor
South Tower
Royal Bank Plaza
Toronto, ON
M5J 2W7
Attn: Manager, Agency
Facsimile: (416) 842-4023

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

This U.S. Subsidiary Trademark Security 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 Security Agreement.

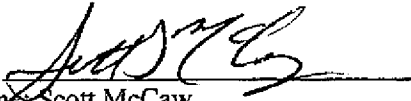
This U.S. Subsidiary Trademark Security Agreement is dated as of July 21, 2008.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each Pledgor has executed this U.S. Subsidiary Trademark Security Agreement by its duly authorized officer as of the date indicated above.

"PLEDGORS"

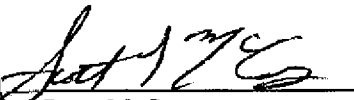
BUSTER ENTERTAINMENT, LLC,
a Delaware limited liability company

By: 
Name: Scott McCaw
Title: Chief Financial Officer


COBRA PRODUCTIONS, INC.,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

DIC ENTERTAINMENT, L.P.,
a Delaware limited partnership
By: DIC Partner, LLC, as its General Partner

By: 
Name: Scott McCaw
Title: Chief Financial Officer

DIC ENTERTAINMENT CORPORATION,
a Delaware corporation

By: 
Name: Andy Heyward
Title: President

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[Signature Page to U.S. Subsidiary Trademark Security Agreement]

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TRADEMARK
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IN WITNESS WHEREOF, each Pledgor has executed this U.S. Subsidiary Trademark Security Agreement by its duly authorized officer as of the date indicated above.

"PLEDGORS"

BUSTER ENTERTAINMENT, LLC,
a Delaware limited liability company

By: _____
Name: Scott McCaw
Title: Chief Financial Officer

COBRA PRODUCTIONS, INC.,
a California corporation

By: _____
Name: Scott McCaw
Title: Chief Financial Officer

DIC ENTERTAINMENT, L.P.,
a Delaware limited partnership
By: DIC Partner, LLC, as its General Partner

By: _____
Name: Scott McCaw
Title: Chief Financial Officer

DIC ENTERTAINMENT CORPORATION,
a Delaware corporation

By: 
Name: Andy Heyward
Title: President


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[Signature Page to U.S. Subsidiary Trademark Security Agreement]

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TRADEMARK
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DIC ENTERTAINMENT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

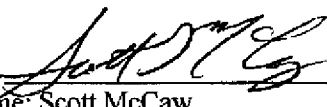
DIC MUSIC, LLC,
a Delaware limited liability company

By: 
Name: Scott McCaw
Title: Chief Financial Officer

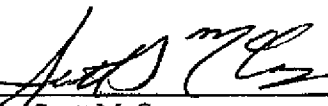
DIC PARTNER, LLC,
a Delaware limited liability company

By: 
Name: Scott McCaw
Title: Chief Financial Officer

DIC POST, INC.,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

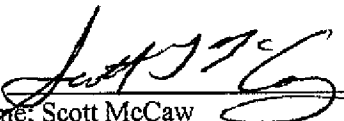
DIC PRODUCTIONS, L.P.,
a Delaware limited partnership
By: DIC Partner, LLC, as its General Partner

By: 
Name: Scott McCaw
Title: Chief Financial Officer

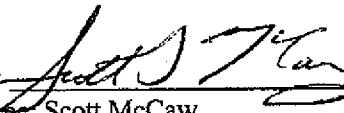
HAC MFP PRODUCTIONS, INC.,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

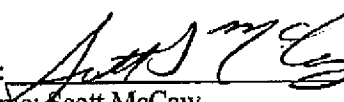
MFP PRODUCTIONS, INC.,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

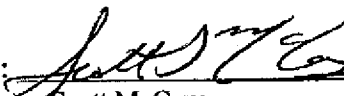
MOMMY & ME ASSOCIATION, INC.,
a Delaware corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

MOMMY & ME PRODUCTIONS, INC.,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer


THE MOMMY & ME COMPANY,
a California corporation

By: 
Name: Scott McCaw
Title: Chief Financial Officer

ACCEPTED AND AGREED AS OF
THE DATE FIRST ABOVE WRITTEN:

"AGENT"

ROYAL BANK OF CANADA,
as Agent

By: 
Name: _____
Title: Mustafa S. Topiwalla
Authorized Signatory

SCHEDULE A

TRADEMARKS

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation	U.S.A.	Mommy and Me	75-983496 2970923	11/17/95 07/19/05
DIC Entertainment Corporation	U.S.A.	Trollz	76-978218 3146108	05/07/04 09/19/06
DIC Entertainment Corporation	U.S.A.	Trollz	76-978217 3146107	05/07/04 09/19/06
DIC Entertainment Corporation	U.S.A.	Ruby Trollman	76-978205 3149326	09/13/04 09/26/06
DIC Entertainment Corporation	U.S.A.	Amethyst Van Der Troll	76-978204 3142755	09/13/04 09/12/06
DIC Entertainment Corporation	U.S.A.	Topaz Trollhopper	76-978203 3139693	09/13/04 09/05/06
DIC Entertainment Corporation	U.S.A.	It's a Hair Thing	76-978180 3136399	12/14/04 08/29/06
DIC Entertainment Corporation	U.S.A.	Onyx Von Trollenberg	76-978152 3177586	09/13/04 11/28/06
DIC Entertainment Corporation	U.S.A.	Tattooed Teenage Alien Fighters	78-901115 3229601	06/05/06 04/17/07
DIC Entertainment Corporation	U.S.A.	Tattooed Teenage Alien Fighters	78-900998 (none)	06/05/06 (none)

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation	U.S.A.	DIC	73-765750 1568874	11/25/88 11/28/89
DIC Entertainment Corporation	U.S.A.	TZ	78-765746 (none)	12/02/05 (none)
DIC Entertainment Corporation	U.S.A.	Inspector Gadget	74-694611 1968662	06/27/95 04/16/96
DIC Entertainment Corporation	U.S.A.	Cake	78-679504 (none)	06/27/05 (none)
DIC Entertainment Corporation	U.S.A.	Liberty's Kids	78-617109 3119786	04/26/05 07/25/06
DIC Entertainment Corporation	U.S.A.	T	76-600331 3096157	07/02/04 05/23/06
DIC Entertainment Corporation	U.S.A.	DIC	73-577697 1469443	01/13/86 12/15/87
DIC Entertainment Corporation	U.S.A.	DIC	73-577693 1469442	01/13/86 12/15/87
DIC Entertainment Corporation *assigned to The Mommy & Me Company	U.S.A.	Mommy & Me Laughing, Loving, Learning - Together!	76-433575 2736312	07/08/02 07/15/03
DIC Entertainment Corporation	U.S.A.	Hurricanes	74-396741 1951702	06/01/93 01/23/96

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation	U.S.A.	Mummies Alive!	75-370384 2563956	10/08/97 04/23/02
DIC Entertainment Corporation	U.S.A.	Mummies Alive!	75-358753 2258699	09/17/97 07/06/99
DIC Entertainment Corporation	U.S.A.	Kewl Cartoons	77-341604 (none)	11/30/07 (none)
DIC Entertainment Corporation	U.S.A.	Super Duper Sumos	76-312999 2946378	09/15/01 05/03/05
DIC Entertainment Corporation *assigned to The Mommy & Me Company	U.S.A.	Mommy & Me	76-310922 2800901	09/10/01 12/30/03
DIC Entertainment Corporation	U.S.A.	DIC's "Easy Play" DVD	76-308189 2648982	08/30/01 11/12/02
DIC Entertainment Corporation	U.S.A.	Earth Bears	77-306682 (none)	10/17/07 (none)
DIC Entertainment Corporation	U.S.A.	Earth Bears	77-306675 (none)	10/17/07 (none)
DIC Entertainment Corporation	U.S.A.	Toon-Time	74-303050 1857203	08/07/92 10/04/94

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation *assigned to The Mommy & Me Company	U.S.A.	Mommy & Me Association	76-278305 2802972	06/29/01 01/06/04
DIC Entertainment Corporation	U.S.A.	Kewlstudio	77-270926 (none)	09/04/07 (none)
DIC Entertainment Corporation	U.S.A.	Dino Squad	77-250915 (none)	02/05/08 (none)
DIC Entertainment Corporation	U.S.A.	Dino Squad	77-250910 (none)	08/09/07 (none)
DIC Entertainment Corporation	U.S.A.	Kewlopolis	77-206045 (none)	06/14/07 (none)
DIC Entertainment Corporation	U.S.A.	Secret Millionaire's Club	77-203616 (none)	06/12/07 (none)
DIC Entertainment Corporation	U.S.A.	Mummies	75-190504 2685038	10/31/96 02/11/03
DIC Entertainment Corporation *assigned to The Mommy & Me Company	U.S.A.	mommyandme.c om	76-127206 2803945	09/12/00 01/13/04
DIC Entertainment Corporation	U.S.A.	DIC	74-110057 1714039	10/29/90 09/08/92

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation	U.S.A.	Cake	77-109924 (none)	02/16/07 (none)
DIC Entertainment Corporation	U.S.A.	Cake	77-109916 (none)	02/16/07 (none)
DIC Entertainment Corporation	U.S.A.	Kewl Magazine	77-085998 3412331	01/18/07 04/15/08
DIC Entertainment Corporation	U.S.A.	The Incredible World of DIC (and design)	75-072150 2110380	03/13/96 11/04/97
DIC Entertainment Corporation *assigned to The Mommy & Me Company	U.S.A.	Daddy and Me	75-034394 2693584	12/19/95 03/04/03
DIC Entertainment Corporation	U.S.A.	SPG	77-000863 (none)	09/15/06 (none)
DIC Entertainment Corporation	U.S.A.	Liberty's Kids	78-467516 3023405	08/13/04 12/06/05
DIC Entertainment Corporation	U.S.A.	Inspector Gadget	78-143910 2713617	07/15/02 05/06/03
DIC Entertainment Corporation	U.S.A.	Movie Toons	78-180293 2783433	10/30/02 11/11/03
DIC Entertainment Corporation	U.S.A.	Super Duper Sumos	76-419698 2948852	06/12/02 05/10/05

Grantor	Country	Mark	Serial No./ Registration No.	Filing Date/ Registration Date
DIC Entertainment Corporation	U.S.A.	Incredible Movie Toons	76-349608 2798639	12/15/01 12/23/03
Mommy & Me Company	U.S.A.	Mommy and Me	75-983564 3038132	11/17/95 01/03/06
Mommy & Me Company	U.S.A.	Mommy and Me	75-983369 2800650	11/17/95 12/30/03
Mommy & Me Enterprises *assigned to The Mommy & Me Company	U.S.A.	Fun with Mommy and Me	76-109236 (none)	08/15/00 (none)
The Mommy & Me Company	U.S.A.	Mommy & Me	76-645756 3250164	08/29/05 06/12/07
The Mommy & Me Company	U.S.A.	Playgroup In-A- Bag	76-580992 (none)	03/12/04 (none)
The Mommy & Me Company	U.S.A.	Mommy & Me	76-511608 (none)	05/05/03 (none)
The Mommy & Me Company	U.S.A.	Daddy & Me	76-511607 (none)	05/05/03 (none)
The Mommy & Me Company	U.S.A.	M.A.M.A. Mommy & Me Association	76-511606 (none)	05/05/03 (none)
The Mommy & Me Company	U.S.A.	Daddy and Me	77-035571 (none)	11/02/06 (none)
The Mommy & Me Company	U.S.A.	Mommy & Me	77-032010 (none)	10/30/06 (none)

SCHEDULE B
TRADEMARK LICENSES

A/72597320

RECORDED: 08/07/2008

TRADEMARK
REEL: 003831 FRAME: 0096