

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release from Secured Party (Reel/Frame No. 1768/0674)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		06/01/2005	Bank:
RECEIVING PARTY DATA			
Name:	Lyrick Studios (Thomas) Inc. (formerly known as BRITT ALLCROFT, INC.)		
Street Address:	230 Park Avenue South, 13th Fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1621671	SHINING TIME STATION	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	52930/38/HAHN/REL/VR		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		
Date:	01/20/2012		

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Total Attachments: 16

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GLOBAL DEED OF RELEASE

THIS DEED OF RELEASE is made the 1 day of June 2005

SIMPSON THACHER & BARTLETT LLP
A TRUE & CERTIFIED COPY

BY:

1 June 2005

- (1) **BARCLAYS BANK PLC** as agent (the "Facility Agent") and as security trustee (the "Security Trustee")

in favour of

- (2) **THE COMPANIES LISTED IN SCHEDULE 1** (each a "Company", together the "Companies")

WHEREAS

- (A) By the Facilities Agreement (as defined below) the Lenders agreed to make the Facilities available to the Borrowers and the Guarantors agreed to guarantee certain obligations of the Borrowers.
- (B) By the Security Documents (listed in Schedule 2 hereto) made between the certain of the Companies and the Security Trustee, those Companies granted security for the Secured Obligations (as defined in each of the Security Documents) in favour of the Security Trustee.
- (C) The Companies have requested the release of the Security created by or pursuant to the Security Documents and the release of each Borrower and Guarantor from all of its obligations under the Finance Documents upon the terms and conditions of this deed.
- (D) This deed is supplemental to each of the Security Documents.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

Terms defined in the Facilities Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. Additionally:

"Facilities Agreement" means the Facilities Agreement dated 25 June 2002 (as amended, supplemented or novated from time to time) between, *inter alios*, HIT Entertainment PLC as original borrower and original guarantor, Barclays Bank PLC as agent and security trustee, Barclays Capital as mandated lead arranger (the "Arranger") and the financial institutions listed therein as lenders.

"Effective Date" means 1 June 2005 provided that on or before that date all of the following conditions have been satisfied:

- (a) the Facility Agent has received a duly completed prepayment notice and a duly completed cancellation notice from HIT Entertainment PLC (or, if it has been registered as a private company, HIT Entertainment Ltd) notifying it that all

amounts outstanding under the Facilities Agreement will be prepaid on 1 June 2005 and the Facilities will be cancelled in full on 1 June 2005;

- (b) the Facility Agent has received in cleared funds on an unconditional basis the sum of USD \$101,132,314.34 into account number 050036211 (Barclays Bank PLC GSU Re Agency Loans, Reference: HIT Entertainment Plc) held at Barclays Bank Plc, New York, BARCUS33.

2. RELEASE

2.1 The Security Trustee confirms that on and with effect from the Effective Date it irrevocably and unconditionally:

2.1.1 releases all the Companies' assets and undertaking from the Security constituted by the Security Documents, including without limitation those set forth in Schedule 2 hereto; and

2.1.2 reassigns all the assets and undertaking of each Company assigned to the Security Trustee by or pursuant to the Security Documents and retransfers to the Companies all right, interest and title of the Security Trustee in and to all the assets and undertaking the subject of that Security.

2.2 The Facility Agent shall send a notice by facsimile (with a copy by email) to HIT Entertainment PLC (to the fax number and email address separately advised) and the Security Trustee confirming that the Effective Date has occurred promptly upon the conditions referred to in the definition thereof having all been satisfied.

2.3 The Security Trustee agrees that on the Effective Date it shall provide the original share certificates and blank share transfer forms held by it pursuant to the Security Documents to Simpson Thacher & Bartlett LLP, London.

3. FURTHER ASSURANCE

The Security Trustee shall (at the cost and expense and request of the Companies) do all things and execute all documents as may reasonably be necessary or desirable to give effect to or evidence this release, reassignment and retransfer.

4. EXPENSES

HIT Entertainment PLC will, within 5 business days of demand, pay all costs and expenses reasonably incurred (including legal fees) together with any VAT thereon in connection with this Deed by the Security Trustee or any person appointed by the Security Trustee.

5. MISCELLANEOUS

5.1 A person who is not party to this deed may not enforce or enjoy the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

5.2 This deed may be executed in any number of counterparts and all of those counterparts taken together will be deemed to constitute one and the same instrument.

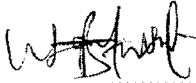
5.3 This deed is governed by English law.

5.4 If the Effective Date has not occurred on 1 June 2005 then this Deed shall be terminated and no release referred to in Clause 2 above shall be effective.

IN WITNESS WHEREOF this deed has been executed by the Facility Agent and the Security Trustee and is intended to be and is hereby delivered on the date specified above.

EXECUTED and DELIVERED

as a Deed by

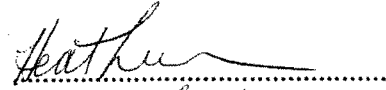


.....
for and on behalf of

BARCLAYS BANK PLC

as Security Trustee and Facility Agent

in the presence of



.....
Name: Heather Lowe

Address: 10 Upper Bank St.
London, E14 5JJ

WE AGREE TO THE ABOVE

.....
for and on behalf of

HIT ENTERTAINMENT LIMITED

5.4 If the Effective Date has not occurred on 1 June 2005 then this Deed shall be terminated and no release referred to in Clause 2 above shall be effective.

IN WITNESS WHEREOF this deed has been executed by the Facility Agent and the Security Trustee and is intended to be and is hereby delivered on the date specified above.

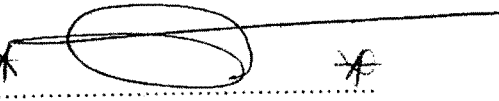
EXECUTED and DELIVERED
as a Deed by

.....
for and on behalf of
BARCLAYS BANK PLC
as Security Trustee and Facility Agent

in the presence of

.....
Name:
Address:

WE AGREE TO THE ABOVE

*  *

Simon Pearce

.....
for and on behalf of
HIT ENTERTAINMENT LIMITED

SCHEDULE 1
LIST OF COMPANIES

HIT Entertainment PLC

Lyrick Corporation

Lyrick Studios, Inc.

Joker, Inc.

Gullane Entertainment Inc.

Guinness World Records Limited

Gullane Entertainment Limited

Gullane (Thomas) Limited

SCHEDULE 2

Security Documents

1. Debenture dated 6 September 2002 by HIT Entertainment PLC in favour of Barclays Bank PLC as Security Trustee.
2. Pledge and Security Agreement dated as of 6 September 2002 by Lyrick Corporation, Lyrick Studios, Inc. and Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
3. Copyright Security Agreement dated as of 6 September 2002 by Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
4. Trademark Security Agreement dated as of 6 September 2002 by Joker, Inc. in favour of Barclays Bank PLC as Secured Party.
5. Copyright Security Agreement dated as of 6 September 2002 by Lyrick Studios, Inc. in favour of Barclays Bank PLC as Secured Party.
6. Trademark Security Agreement dated as of 6 September 2002 by Lyrick Studios, Inc. in favour of Barclays Bank PLC as Secured Party.
7. Joinder Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
8. Copyright Security Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
9. Trademark Security Agreement dated as of February 14, 2003 by Gullane Entertainment Inc. in favour of Barclays Bank PLC as Secured Party.
10. Debenture dated February 14, 2003 by Guinness World Records Limited in favour of Barclays Bank PLC as Security Trustee.
11. Debenture dated February 14, 2003 by Gullane Entertainment Limited in favour of Barclays Bank PLC as Security Trustee.
12. Debenture dated February 14, 2003 by Gullane (Thomas) Limited in favour of Barclays Bank PLC as Security Trustee.
13. Account Control Agreement in respect of Lyrick Studios, Inc. account number 36000768580 maintained with JPMorgan Chase Bank.
14. Account Control Agreement in respect of Lyrick Corporation account number 08805021159 maintained with JPMorgan Chase Bank.
15. Account Control Agreement in respect of Joker, Inc. account number 36006310585 maintained with JPMorgan Chase Bank.

16. Account Control Agreement in respect of Gullane Entertainment Inc. account number 455-500835165 maintained with JPMorgan Chase Bank.
17. Account Control Agreement in respect of Gullane Entertainment Inc. account number 455-500835365 maintained with JPMorgan Chase Bank.

Schedule of Released Trademarks

REEL/FRAME: 2840/0338

ASSIGNOR: GULLANE ENTERTAINMENT, INC.

ASSIGNEE: THE BANK OF NEW YORK, LONDON BRANCH

Title	Application Number	Registration Number	Current Status
DAY OUT WITH THOMAS	75693035	2345259	Registered

REEL/FRAME: 2626/0842

ASSIGNOR: HIT ENTERTAINMENT PLC

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BOB THE BUILDER	75719345	2713778	Registered
BOB THE BUILDER	75719346	2759172	Registered
CAN WE FIX IT? YES WE CAN!	76226916	2732889	Registered
CAN WE FIX IT?	76226917	2869982	Registered
RUBBADUBBERS	76366665	2851409	Registered
DESIGN ONLY	76396551	2831305	Registered
ANGELINA BALLERINA	76457718	2752592	Registered
DESIGN ONLY	76462812	2752683	Registered

REEL/FRAME: 2627/0841

ASSIGNOR: HIT ENTERTAINMENT PLC

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BOB THE BUILDER	75719345	2713778	Registered
BOB THE BUILDER	75719346	2759172	Registered
CAN WE FIX IT? YES WE CAN!	76226916	2732889	Registered

Title	Application Number	Registration Number	Current Status
CAN WE FIX IT?	76226917	2869982	Registered
2851409	76366665	2851409	Registered
DESIGN ONLY	76396551	2831305	Registered
ANGELINA BALLERINA	76457718	2752592	Registered
DESIGN ONLY	76462812	2752683	Registered

REEL/FRAME: 2301/0487

ASSIGNOR: GULLANE ENTERTAINMENT, INC.

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered
DAY OUT WITH THOMAS	75693035	2345259	Registered

REEL/FRAME: 2679/0299

ASSIGNOR: GULLANE ENTERTAINMENT, INC.

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered
DAY OUT WITH THOMAS	75693035	2345259	Registered

REEL/FRAME: 2678/0840

ASSIGNOR: GULLANE ENTERTAINMENT LIMITED

ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
BRITT BRITT ALLCROFT	74616186	1992552	Registered

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REEL/FRAME: 1768/0674
ASSIGNOR: BRITT ALLCROFT, INC.
ASSIGNEE: BARCLAYS BANK PLC

Title	Application Number	Registration Number	Current Status
SHINING TIME STATION	74800038	1621671	Registered

