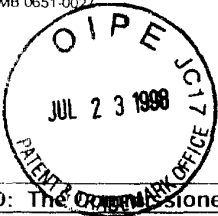


07-28-1998



100777949
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 7-23-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Nest Entertainment, Inc.

Execution Date
Month Day Year
06 09 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name John Hancock Mutual Life Insurance Co.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 200 Clarendon Street

Address (line 2) _____

Address (line 3) Boston MA 02117

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Massachusetts

07/27/1998 TT0111 00000203 2001958

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1760 FRAME: 0199

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75132554"/>	<input type="text" value="75491229"/>	<input type="text"/>	<input type="text" value="2001958"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75495212"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75492474"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

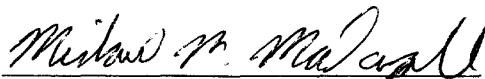
Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael M. MacDougall



7/8/98

Name of Person Signing

Signature

Date Signed

**NEST ENTERTAINMENT, INC.
AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement"), dated June 9, 1998, is made by and between Nest Entertainment, Inc., a Delaware corporation with its principal place of business at 6100 Colwell Blvd., Irving, Texas 75039 (the "Company"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts mutual life insurance company as collateral agent (the "Assignee") for the holders from time to time of the Company's \$23,000,000 in original principal amount 11% Senior Secured Notes due May 31, 2004 (the "Notes") issued by the Company pursuant to an Amended and Restated Note Agreement dated as of June 9, 1998 between the Company, John Hancock Mutual Life Insurance Company ("JHMLICO") and Investors Partner Life Insurance Company (formerly John Hancock Life Insurance Company of America) ("IPLICO") (as the same may be amended, supplemented or restated from time to time, the "Note Agreement").

RECITALS:

The Company, JHMLICO and IPLICO are parties to that certain Assignment of Trademarks dated July 31, 1995 (the "Original Trademark Agreement") between the Company, JHMLICO, IPLICO and the Assignee for the holders from time to time of the Company's \$23,000,000 in original principal amount 9.98% Senior Notes due May 31, 2001 (the "Original Notes"). The Original Notes were issued by the Company pursuant to a Note Agreement dated as of May 31, 1994 between the Company, JHMLICO and IPLICO (the "Original Note Agreement"), and were secured by the Original Trademark Agreement. The Company, JHMLICO and IPLICO have agreed to amend and restate the Original Note Agreement in the form of the Note Agreement. In connection with such amendment and restatement, the interest rate and maturity dates of the Original Notes have been amended and the Notes have been issued in substitution therefor. Notwithstanding such substitution, the Notes are intended to be secured pursuant to the Original Trademark Agreement as and to the same extent as the Original Notes and the Company has agreed to amend and restate the Original Trademark Agreement to confirm such agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions.

Except for terms defined in this Agreement (whether below or elsewhere), capitalized terms which are used herein without definition, but which are defined in the Note Agreement, are used herein with the meanings ascribed to them in the Note Agreement. In addition, the following terms shall have the following meanings:

"Lien" means any Lien as defined in the Note Agreement but for the purpose of this Agreement shall include without limitation, any exclusive license, shop right or covenant by the Company not to sue third Persons.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Secured Obligations" means all obligations of the Company and Nest to the Holders in respect of the Notes under the Transaction Documents whether now existing or hereafter incurred or created, joint or several, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, including all principal of and Make Whole Amount and interest (including any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Company or Nest or would so accrue but for any applicable bankruptcy law, rule or regulation) on the Notes, all other amounts (including any fees or expenses) payable by Nest and the Company under the Note Agreement or any other Transaction Document, and any renewals, refinancings or extensions of any of the foregoing.

"Security Agreement" that certain Security Agreement of even date by and between the Company and Assignee.

"Trademark License" means any agreement, whether written or oral, providing for the grant by the Company of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

"Trademarks" means all of the following owned by the Company: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the 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 thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Assignment. As collateral security for the prompt and complete payment and performance of all the Secured Obligations, together with any and all expenses which may be incurred by the Assignee in collecting any or all of such Secured Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company hereby hypothecates to the Assignee all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Trademarks;

(b) all Trademark Licenses;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark licensed;

(d) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Trademarks referred to in Schedule I hereto, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Company ("Trade Secrets");

(f) information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, catalogs, computer and automatic machinery software and programs and the like pertaining to the business of the Company;

(g) field repair data, sales data, and other information relating to sales or service of products now or hereafter manufactured;

(h) accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;

(i) causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(j) all proceeds of any of the Collateral described in clauses (a) through (j).

3. Representations and Warranties. The Company represents and warrants to the Assignee:

(a) Schedule I sets forth a complete and correct list of all applications for and registrations of Trademarks and all Trademark Licenses in which the Company has any right, title or interest.

(b) The Company is the sole beneficial owner of the Collateral and no Lien exists or will exist upon any Collateral at any time except for the collateral assignments and security interests in favor of the Assignee provided for herein and in the Security Agreement, which assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except for licenses of its Trademarks as Licensor, entered into by the Company in the ordinary course of business, which are listed in Schedule II, the Company owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, the Trademarks listed on Schedule I, and all registrations listed on Schedule I are valid and in full force and effect.

(d) To the knowledge of the Company, (i) there is no infringement by others of any right of the Company with respect to any Trademark listed on Schedule I, (ii) the Company is not infringing in any respect upon any Trademark of any other Person, and (iii) no proceedings have been instituted or are pending against the Company, or to the Company's knowledge, threatened, alleging any such violation.

4. Defense of Collateral, Etc. The Company agrees that it will at its expense forever warrant and, at the Assignee's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein or in the Security Agreement shall prevent the Board of Directors of the Company in the exercise of its reasonable business judgment from determining that it is in the best interest of the Company to abandon any item of Collateral or to refrain from defending any item of Collateral against such claims or demands.

5. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, but subject to the terms and conditions of this Agreement, the Company shall retain the legal and equitable title to the Collateral and shall have the right to use the Collateral in the ordinary course of its business.

6. Release of Collateral. After the date of payment and performance in full of the Secured Obligations in accordance with their terms and the performance by the Company of all of its covenants and agreements hereunder, this Agreement shall terminate, and the Company shall be entitled to the return, at the Company's expense, of such of the Collateral in the possession or control of the Assignee as has not therefore been disposed of pursuant to the provision hereof, together with any moneys and other property at the time held by the Assignee hereunder; provided, if at any time any payment made in respect of the Secured Obligations shall be recovered or rescinded by or on behalf of the Company or must be otherwise restored or returned, whether upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, or as a result of the appointment of a receiver, conservator of or trustee or similar officer for the Company or any substantial part of it property, any other act of bankruptcy, or otherwise, the Company's obligations under this Agreement shall be reinstated and continue as though such payment had not been made.

7. Termination and Reassignment. The Assignee agrees that following the payment in full and satisfaction of all the Secured Obligations, the collateral assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Assignee will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such collateral assignment (without representation or warranty).

8. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by this reference. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Assignee under the Security Agreement. The Security Agreement (and all rights and remedies available to the Assignee thereunder) shall remain in full force and effect in accordance with its terms.

9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

10. Governing Law. **THIS AGREEMENT IS TO BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO ANY LAWS OR RULES RELATING TO CONFLICTS OF LAWS THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS).**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and delivered by their duly authorized officers as of the date first set forth above.

NEST ENTERTAINMENT, INC.

By: *K. Douglas Martin*
Name:
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE
COMPANY, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal and delivered by their duly authorized officers as of the date first set forth above.

NEST ENTERTAINMENT, INC.

By: _____
Name:
Title:

JOHN HANCOCK MUTUAL LIFE INSURANCE
COMPANY, as Collateral Agent

By: 
Name:
Title:

Senior Investment Officer

Schedule I

Trademarks

Mark	Serial No./ Filing Date	Reg. No. Reg. Date	Int'l Class Country	Goods/Services
Nest Entertainment	5-27441 03/22/93	3196480 09/3/96	Cl. 9 Japan	Photographic apparatus and instruments, motion picture apparatus and instruments, etc.
Nest Entertainment	5-274443 03/22/93	3127862 03/29/96	Cl. 16 Japan	Paper, paper containers, paper tablecloth, paper blind, printed materials, etc.
*Nest Entertainment	93-8667 03/18/93	298970 09/28/94	Cl. 45 South Korea	
Nest Entertainment	93-8669 03/18/93	291621 06/14/94	Cl. 51 South Korea	
Rich Animation Studios		Pending	Cl. 9	Prerecorded films featuring animated characters for children
*Nest Entertainment	93-1376 03/18/93	25299 11/01/94	Cl. 111 South Korea	
Nest Entertainment	248,215 07/13/93	TM 21839 12/15/94	Cl. 25 Thailand	Shirts
Nest Entertainment		Intent to use application filed on 6/3/98		Prerecorded audio tapes and CD roms featuring family, religious and educational topics

Mark	Serial No./ Filing Date	Reg. No. Reg. Date	Int'l Class Country	Goods/Services
*Rich Animation Studios	93-8666 03/18/93	288223 04/08/94	Cl. 43 Korea	
*Rich Animation Studios	93-8668 03/18/93	286301 03/07/94	Cl. 45 Korea	
*Rich Animation Studios	93-8672 3/18/93	293308 07/11/94	Cl. 52 Korea	
*Rich Animation Studios	93-1377 03/18/93	25300 11/01/94	Cl. 11 Korea	
Rich Animation Studios	5-2744 03/22/93	3196481 09/30/96	Cl. 9 Japan	Video tapes, prerecorded video discs and video tapes, cinematographic films, transparencies, CD graphics, laser disc, records prerecorded tapes, prerecorded compact disc
Rich Animation Studios	5-2744 03/22/93	3127863 03/29/96	Cl. 16 Japan	Paper, paper containers, paper tablecloths, paper blinds, printed materials and publications, calligraphy and paintings, photographs, stands for photographs, game cards, stationery

Mark	Serial No./ Filing Date	Reg. No. Reg. Date	Int'l Class Country	Goods/Services
Rich Animation Studios	5-27448 03/22/93	3127864 03/29/96	Cl. 28 Japan	Game equipment, billiard sets, dice, dice cups, Chinese checkers, chess sets, checker sets, magic tuck goods, domino sets, toys, dolls, toys for pets, sporting and gymnastic goods, skiwaves, fishing equipments
Rich Animation Studios	5-27450 03/22/93	3272531 03/12/97	Cl. 41 Japan	Planning or operation of movie performances, entertainments, plays and music; showing, producing or distributing movies, etc.
*Nest Entertainment	93-8665 03/18/93	288,222 04/08/94	Cl. 43 South Korea	
Nest Entertainment	5-27449 03/22/93	3278211 04/11/97	Cl. 41 Japan	Planning or operation of movie performances, entertainments, play and music; showing, producing or distributing movies
Nest Entertainment	5-27445 03/22/93	3196482 09/30/96	Cl. 25 Japan	Foreign clothing, coats, sweaters or the like, shirts or the like, nightwear or the like, etc.
Nest Entertainment	93-8671 03/18/93	293307 07/11/94	Cl. 52 South Korea	
*Rich Animation Studios	248,218 07/13/93	TM16008 07/13/93	Cl. 9 Thailand	Prerecorded audio and video tapes

Mark	Serial No./ Filing Date	Reg. No. Reg. Date	Int'l Class Country	Goods/Services
Rich Animation Studios	248,219 07/13/93	TM21853 12/15/94	Cl. 16 Thailand	Children's books
*Rich Animation Studios	731445 06/18/93	Pending	Cl. 9 Canada	Prerecorded videotapes, films and recorded music
Because It All Begins at Home	75/132,5 54 07/11/96	Pending	Cl. 9, 16 U.S.	Motion pictures and supporting materials relating to Christian religious instructions, including motion pictures relating to various Biblical and modern-day heroes and other Christian religious subject matter; coloring books; videotapes, audiotapes and music videos
Nest Entertainment & Design	75/495/2 12	Pending		Interactive computer games, cartridges, cassettes, discs and CD ROMs
Nest Entertainment and Design	74/478,7 62 01/12/94	2,024,260 12/17/96	Cl. 41 U.S.	Entertainment services in the nature of the production of prerecorded films, videotapes and sound recordings for children
Nest Logo (Divisional Application)	74/802,6 98 01/12/94	2,001,958 09/17/96	Cl. 9 U.S.	Prerecorded films featuring animated characters for children; prerecorded videotapes featuring animated characters for children; prerecorded line action motion pictures for children; coloring books

Mark	Serial No./ Filing Date	Reg. No. Reg. Date	Int'l Class Country	Goods/Services
Nest Entertainment and Design	74/478,764 01/12/94	1,946,045 01/02/96	Cl. 9, 16 U.S.	Prerecorded films featuring animated characters for children; prerecorded videotapes; series of books based on screenplays; children's activity books; coloring books
Nest Entertainment	74/314,354 09/16/92	1,918,806 09/12/95	Cl. 16 U.S.	Books and booklets featuring family, religious and educational topics
Nest Entertainment (Div. of 3007)	74/802,485 09/16/92	1,918,767 09/12/95	Cl. 9 U.S.	Prerecorded video tapes featuring family, religious and educational topics, live action motion pictures featuring family, religious and educational topics
The Animated Stories from the Bible	75/491/229	Pending		Prerecorded audio and video films, CD ROMs and video tapes featuring family, religious and educational topics, story books, and activity books
The Animated Stories from the New Testament	75/492/474	Pending		Prerecorded audio and video films, CD ROMs and video tapes featuring family, religious and educational topics, story books, and activity books
Rich Animation Studios		Pending		Prerecorded films featuring animated characters for children

Nest Entertainment, Inc. has granted a license to Morning Star Multimedia, Inc. to develop and market new media products based on the motion picture "Swan Princess" and its sequels, pursuant to a Letter Agreement, dated January 24, 1996.

Trademark Licenses

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
None		