

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Patent & TMO's TM Mail Rcpt. Dt. #57
07-20-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

REC'D

08-07-1998

ET

Our Refs 41720-01; 02; 21; 23; 24; 27;
28; 29; 30



7-29-98

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

100787161

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
 Merger Effective Date
 Change of Name Month Day Year
June 3, 1998
 Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name Donald Kaplan Execution Date
Month Day Year
June 30, 1998
Formerly _____
 Individual General Partnership Limited Partnership Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization _____

Receiving Party

____ Mark if additional names of receiving parties attached

Name Double Diamond Entertainment, Inc.
DBA/AKA/TA _____
Composed of _____
Address (line 1) 1915 Harrison Street
Address (line 2) Hollywood, Florida 33020
Address (line 3) _____
 Individual General Partnership Limited Partnership If document to be recorded is an assignment and the
 Corporation Association receiving party is not domiciled in the United States,
 Other _____ an appointment of a domestic representative should
from Assignment.)
 Citizenship/State of Incorporation/Organization Florida

08/06/1998 DMGUYEN 00000220 2070315

FOR OFFICE USE ONLY

01 FC:481 40.00 00
02 FC:482 200.00 00

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

TRADEMARK
REEL: 1763 FRAME: 0665

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 (202) 467-7397

Name Anita G. Blumenthal, Esq.
Address (line 1) MORGAN, LEWIS & BOCKIUS LLP
Address (line 2) 1800 M Street, N.W.
Address (line 3) Washington, D.C. 20036-5869

Pages

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

10

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

Mark if additional numbers are 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)

74/637,660
74/637,659
74/640,738
74/637,664
74/637,658
74/617,309

2,070,315
2,006,531

Number of Properties Enter the total number of properties involved.

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

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: 13-4520

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.

Anita G. Blumenthal

Name of Person Signing



Signature

7/20/98

Date Signed

TRADEMARK ASSIGNMENT

This Assignment is made by Donald Kaplan, a United States citizen, having a principal place of business at 3123 Commerce Parkway, Miramar, Florida 33025 ("Assignor") in favor of Double Diamond Entertainment, Inc., having a principal business address at 1915 Harrison Street, Hollywood, FL 33020 ("Assignee").

INTRODUCTION

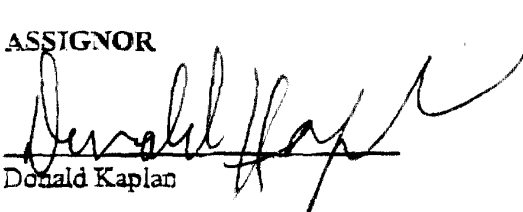
A. Assignor owns all right, title and interest in and to the copyrights ("Copyrights") and the trademarks ("Marks") listed on the attached Schedule A (collectively, "Intellectual Property"), the applications and registrations for the Intellectual Property, and the goodwill developed through the use of the Marks (collectively, the "Assets").

B. Pursuant to the "Order Confirming Sale of Assets to Double Diamond Entertainment, Inc." dated June 3, 1998 (a copy of which is attached), Assignee is acquiring the business to which the Assets pertain and desires to acquire all right, title and interest in the Assets, including all copyright rights, and all trademark rights, all applications and registrations for the Intellectual Property, and the goodwill developed through the use of the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Assignor assigns and transfers to Assignee, the entire right, title, and interest in and to the Assets, including, in particular, the goodwill of the business connected with the Marks. All rights and privileges, including the right to sue for past infringement, granted and secured by any of the items assigned to Assignee under the Assignment will be held and enjoyed by Assignee, his successors, assigns and other legal representatives.

Signed as of this 30 day of June, 1998.

ASSIGNOR


Donald Kaplan

SCHEDULE A
TRADE/SERVICE MARKS

I. Federal Applications/Registrations:^{1/}

<u>Mark</u>	<u>Serial No./Registration No.</u>
JELLY BEAN JUNGLE	2,006,531
DUDDLINGTON	2,070,315
AL	74/637,660
BABY DUDDLINGTON	74/650,404
BOSCO	74/637,659
Design of Girl Elephant	74/640,739
Design of Giraffe	74/640,740
Design of Mouse	74/640,741
Design of Male Elephant	74/640,742
Design of Dodo Bird	74/640,738
Design of Monkey	74/640,743
Design of Dinosaur	74/640,744
Design of Two Birds	74/650,000
Design of Butterfly	74/649,999
Design of Baby Elephant	74/649,998
Design of Caterpillar	74/649,997
Design of Grandma Hippo	74/649,996
DOTTE	74/637,562
DOZER	74/637,564
GRANDMA GATOR	74/650,407
GUS	74/637,658
JELLY BEAN JUNGLE	75/134,106
JELLY BEAN JUNGLE	74/617,409
JESSICA	74/637,661
KING RUFUS	74/637,663
MICHELLE	74/650,405
MIKE	74/650,406
MYRON THE BUTTERFLY	74/650,403
MYRON THE CATERPILLAR	74/650,402
R Plus Design	74/640,737
THE JELLY BIRDS	74/650,408

^{1/} Some of the trademark applications listed above have either become registered or abandoned. Assignor makes no representations regarding the effect, if any, of such changed status on the rights in and to the affected marks themselves.

GA014/173433.1

II. Foreign Applications/Registrations

<u>Mark</u>	<u>Country</u>	<u>Application No./Registration No.</u>
JELLY BEAN JUNGLE	France	95/578,210
JELLY BEAN JUNGLE	France	96/636,027

<u>Mark</u>	<u>Country</u>	<u>Application No./Registration No.</u>
JELLY BEAN JUNGLE	Germany	395 26 578.9
JELLY BEAN JUNGLE	Germany	396 31 877
JELLY BEAN JUNGLE	Italy	MI95 006761
JELLY BEAN JUNGLE	Italy	MI96 007661
JELLY BEAN JUNGLE	Spain	1,947,710
JELLY BEAN JUNGLE	Spain	1,947,709
JELLY BEAN JUNGLE	Spain	2,044,757
JELLY BEAN JUNGLE	United Kingdom	2,025,633
JELLY BEAN JUNGLE	United Kingdom	2,106,415

COPYRIGHT REGISTRATIONS

<u>Work</u>	<u>Registration Number</u>	<u>Date</u>
Jelly Bean Jungle, Episode #1 "When I Grow Up..."	PA 765-748	1/13/96
Jelly Bean Jungle, Episode #2 "What Love Is"	PA 797-626	1/18/96
Jelly Bean Jungle, Episode #3 "Reading Fun"	PA 797-623	1/18/96
Jelly Bean Jungle, Episode #4 "What A Friend Should Be"	PA 797-634	1/18/96
Jelly Bean Jungle, Episode #5 "Our Elders"	PA 797-622	1/18/96
Jelly Bean Jungle, Episode #6, "Working Together"	PA 797-620	1/18/96
Jelly Bean Jungle, Episode #7 "Dope is for Dopes"	PA 797-625	1/18/96
Jelly Bean Jungle, Episode #8, "Keeping Animals Safe"	PA 797-632	1/18/96
Jelly Bean Jungle, Episode #9, "What's Responsibility"	PA 797-624	1/18/96
Jelly Bean Jungle, Episode #10 "Where I Live"	PA 797-621	1/18/96
Jelly Bean Jungle, Episode #11 "Right and Wrong"	PA 797-629	1/18/96
Jelly Bean Jungle, Episode #12 "Mommy, Daddy and Me"	PA 797-633	1/18/96
Jelly Bean Jungle, Episode #13 "Hey I Made That"	PA 797-628	1/18/96
Jelly Bean Jungle, "Four Musicals for Children"	PA 852-893	4/25/94
Jelly Bean Jungle, "Musical Teleplays for Children"	PA 1-864-567	5/23/94
Jelly Bean Jungle Songs, Episodes 1,2,3 (English & Spanish Versions)	PA 724-519	8/31/94
Jelly Bean Jungle, "Two Teleplays for Children"	PAu-1-748-311	5/24/93
Jelly Bean Jungle, "Two Jelly Bean Jungle Teleplays for Kids"	PAu-1-807-721	9/23/93
Jelly Bean Jungle, "Jelly Bean Jungle"	PAu-1 878-800	6/23/94

JA01A/178433.1

Jelly Bean Jungle, "A Collection of Four 'Jelly Bean Jungle' Teleplays (in English and Spanish)"	PAu-1-896-662	4/25/94
Jelly Bean Jungle, "Jelly Bean Jungle Songs from Special Episode"	PAu-1-900-958	8/31/94
Jelly Bean Jungle, "The Cast of Jelly Bean Jungle"	Vau-278-947	9/23/93
King Rufus & His Animal Bank (English and Spanish Sing...) *Remitter Sunshine Kid Vid Entertainment, Inc.	Pau-1-996-302	3/8/95

WA01A/178433.1

TRADEMARK
REEL: 1763 FRAME: 0670

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION CASE NO. CACE 97-08232 (14)

IN RE:

Assignment for the Benefit of Creditors of JELLY BEAN JUNGLE PRODUCTIONS, INC., Assignor,

Attachment to Assignment executed June 30, 1998 from Donald Kaplan to Double Diamond.

TO:

DONALD KAPLAN,

Assignee,

ORDER CONFIRMING SALE OF ASSETS TO DOUBLE DIAMOND ENTERTAINMENT, INC. FREE AND CLEAR OF INTERESTS, CLAIMS, LIENS AND ENCUMBRANCES

THIS MATTER came before the Court on May 28, 1998 upon the Assignee's Motion to Confirm Sale of Assets of the Assignor Free and Clear of All Claims, Liens and Encumbrances (the "Motion"). The sale which is the subject of the Motion was authorized by this Court as a public auction sale pursuant to Order Authorizing Assignee's Sale of Intellectual Property dated May 6, 1998.

The Court has reviewed the Motion and has heard the representations of the various counsel present in Court with respect to the auction sale. The Court finds that the sale was adequately noticed and that all parties had an ample opportunity to perform due diligence prior to the sale taking place. The Court further finds that the sale was conducted in a fair and impartial manner designed to obtain the highest and best offer for the assets as set forth on Exhibit "A" hereto (the "Assets").

The Court approves the Assignee's acceptance of the bid of Double Diamond Entertainment, Inc. in the amount of \$120,000.00, exclusive of the funds necessary to satisfy the administrative claim of Morgan, Lewis and Bockius LLP, as the highest and best offer.^{1/}

The Court has determined that the Assignee has good and valid title to the assets and the ability to convey those assets free and clear of claims, interests, liens and encumbrances in consideration of the bid of Double Diamond Entertainment, Inc. Based on the foregoing, it is accordingly

ORDERED AND ADJUDGED as follows:

1. The sale of the Assets, free and clear of all claims, interests, liens and encumbrances is approved in all respects.
2. The Assignee is authorized to execute any and all documentation necessary to effectuate an absolute conveyance of the Assets.
3. The bid of Double Diamond Entertainment, Inc. in the amount of \$120,000.00 comprised of \$90,000.00 in cash and credit bid of \$30,000.00 of the lien and secured claim held by Thomas G. Rodgers, Jr. is approved as the highest and best offer.
4. The royalty payment of eighteen percent (18%) of the bid amount due and owing to Paul Muller, pursuant to that certain Superseding Agreement dated January 14, 1995, in the amount of \$21,600.00 is authorized and the Assignee is directed to pay that amount from the sale proceeds at Closing.

^{1/}The bid is comprised of \$90,000.00 in cash and a credit bid of \$30,000.00 of the lien and secured claim held by Thomas G. Rodgers, Jr.

5. The distributions contemplated by this Order including but not limited to the distribution to Paul Muller shall be simultaneous with the execution, delivery and exchange of conveyance documentation reasonably required to effectuate the transfer of title to the Assets from the Assignee and confirm the previous transfer of assets from Muller in Jelly Bean Jungle Productions, Inc. pursuant to the Reaffirmation of Assignment dated June 1998.

DONE AND ORDERED in Chambers, at Fort Lauderdale, Broward County, Florida on this _____ day of June, 1998.

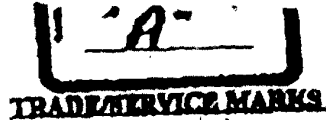
JUN 03 1998

JEFFREY E. STRIETFELD
CIRCUIT COURT JUDGE

Copies furnished to:
Patricia A. Redmond
Stearns Weaver, et al.
150 W. Flagler St., Fl. 25
Miami, FL 33130

(Attorney Redmond is hereby directed to serve a conformed copy of this Order to all interested parties and file a Certificate of Service of same.)

FILED BANKRUPTCY COURT



I. Federal Applications/Registrations:

Mark	Serial No./Registration No.
JELLY BEAN JUNGLE	2,006,531
DUDDLINGTON	2,070,315
AL	74/637,660
BABY DUDDLINGTON	74/650,404
BOSCO	74/637,659
Design of Girl Elephant	74/640,739
Design of Giraffe	74/640,740
Design of Mouse	74/640,741
Design of Male Elephant	74/640,742
Design of Dodo Bird	74/640,738
Design of Mockery	74/640,743
Design of Dinosaur	74/640,744
Design of Two Birds	74/650,000
Design of Butterfly	74/649,999
Design of Baby Elephant	74/649,998
Design of Caterpillar	74/649,997
Design of Grandma Hippo	74/649,996
DOTIE	74/637,662
DOZER	74/637,664
GRANDMA GATOR	74/650,407
GUS	74/637,658
JELLY BEAN JUNGLE	75/134,106
JELLY BEAN JUNGLE	74/617,409
JESSICA	74/637,651
KING RUFUS	74/637,663
MICHELLE	74/650,405
MIKE	74/650,405
MYRON THE BUTTERFLY	74/650,405
MYRON THE CATERPILLAR	74/650,402
R Plus Design	74/640,737
THE JELLY BIRDS	74/650,408

II. Foreign Applications/Registrations

Mark	Country	Application No./Registration No.
JELLY BEAN JUNGLE	France	95/578,210
JELLY BEAN JUNGLE	France	96/636,027

10/17/1998.1

Mark
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE
 JELLY BEAN JUNGLE

COUNTRY	Application No./Registration No.
Germany	393 26 978.9
Germany	396 31 877
Italy	MI95 006761
Italy	MI96 007661
Spain	1,947,710
Spain	1,947,709
Spain	2,044,757
United Kingdom	2,025,633
United Kingdom	2,106,415

W01A/118642.1

COI UGHT REGISTRATIONS

Work	Registration Number	Date
Jelly Bean Jungle, Episode #1 "When I Grow Up..."	PA 765-748	1/18/96
Jelly Bean Jungle, Episode #2 "What Love Is"	PA 797-626	1/18/96
Jelly Bean Jungle, Episode #3 "Reading Fun"	PA 797-623	1/18/96
Jelly Bean Jungle, Episode #4 "What A Friend Should Be"	PA 797-634	1/18/96
Jelly Bean Jungle, Episode #5 "Our Elders"	PA 797-622	1/18/96
Jelly Bean Jungle, Episode #6, "Working Together"	PA 797-620	1/18/96
Jelly Bean Jungle, Episode #7 "Dope is for Dopes"	PA 797-625	1/18/96
Jelly Bean Jungle, Episode #8, "Keeping Animals Safe"	PA 797-632	1/18/96
Jelly Bean Jungle, Episode #9, "What's Responsibility"	PA 797-624	1/18/96
Jelly Bean Jungle, Episode #10 "Where I Live"	PA 797-621	1/18/96
Jelly Bean Jungle, Episode #11 "Right and Wrong"	PA 797-629	1/18/96
Jelly Bean Jungle, Episode #12 "Mommy, Daddy and Me"	PA 797-633	1/18/96
Jelly Bean Jungle, Episode #13 "Hey I Made That"	PA 797-628	1/18/96
Jelly Bean Jungle, "Four Musicals for Children"	PA 852-893	4/25/94
Jelly Bean Jungle, "Musical Teleplays for Children"	PA 1-864-567	5/23/94
Jelly Bean Jungle Songs, Episodes 1,2,3 (English & Spanish Versions)	PA 724-519	8/31/94
Jelly Bean Jungle, "Two Teleplays for Children"	PAu-1-748-311	5/24/93
Jelly Bean Jungle, "Two Jelly Bean Jungle Teleplays for Kids"	PAu-1-807-721	9/23/93
Jelly Bean Jungle, "Jelly Bean Jungle"	PAu-1 878-800	6/23/94
Jelly Bean Jungle, "A Collection of Four 'Jelly Bean Jungle' Teleplays (in English and Spanish)"	PAu-1-896-662	4/25/94
Jelly Bean Jungle, "Jelly Bean Jungle Songs from Special Episodes"	PAu-1-900-958	8/31/94
Jelly Bean Jungle, "The Cast of Jelly Bean Jungle"	Vau-278-947	9/23/93
ng Rufus & His Animal Bank (English and Spanish Stag...) *Remitter Sunshine KidVid Entertainment, Inc.	Pm-1-996-302	3/8/95

159078.1
 15: June 18, 1997