

08-13-1998



TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MRO 8-11-98

100793277

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Miracle Sound Productions, Inc.

Entity:

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Texas  
 Other

2. Name and address of Party(ies) receiving an interest:

Name: KidToon Productions, Inc.

Internal Address: Attn: Curtis Spencer

Street Address: 1560 West Bay Area Blvd.  
Suite 110  
Friendswood, TX 77546

3. Interest Conveyed:

Assignment  Change of Name  
 Security Agreement  Merger  
 License  Other

Entity:

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State of Texas  
 Other

If not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?  Yes  No

A. Trademark Application No.(s)

Serial No. 75/293,394

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tina Johns Benkiser

Internal Address: Attorney & Counselor At Law

Street Address: P.O. Box 840566, Houston, Texas 77284-0566

6. Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Date of execution of attached document November 27, 1997

10. I declare under penalty of perjury under the laws of the United States of America that 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.

8/6/98  
Date

Tina J. Benkiser  
Signature

Tina J. Benkiser  
Name of Person Signing

Total number of pages comprising cover sheet 1

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

08/12/1998 JWB:KINS 0000108 75253354

TRADEMARK  
REEL: 1767 FRAME: 0660

## ASSIGNMENT

WHEREAS, Miracle Sound Productions, Inc. has undertaken a children's entertainment project known as the "Story Angel Project"; and

WHEREAS, Miracle Sound Productions, Inc. is a party to certain agreements related to the Story Angel Project and is the owner of certain intellectual property related to the Story Angel Project; and

WHEREAS, such agreements and intellectual property are listed on the attached Exhibit A to this Assignment and will be referred to as the "Agreements and Intellectual Property" in this Assignment; and

WHEREAS, KidToon Productions, Inc. desires to acquire the entire right, title, and interest in and to such the Story Angel Project and, thus, the Agreements and Intellectual Property throughout the universe, including, without limitation, all right, title, and interest in, to, and under any and all trademark or service mark applications, trademark or service mark registrations, copyright applications and registrations, in the United States and all other countries and geographic areas throughout the universe; and

NOW, THEREFORE, for consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Miracle Sound Productions, Inc. hereby sells, assigns, transfers, and sets over to KidToon Productions, Inc. all right, title, and interest in and to the Agreements and Intellectual Property throughout the universe including, without limitation, trademark, service mark, and copyright applications and registrations in the U.S. and foreign countries or geographic areas which may be granted, the same to be held and enjoyed by KidToon Productions, Inc., for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said trademark, service mark, and copyright applications and registrations in the United States or foreign countries or geographic areas are or may be granted, as fully and entirely as the same would have been held and enjoyed by Miracle Sound Productions, Inc. if this assignment and sale had not been made.

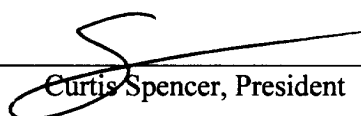
Further, Miracle Sound Productions, Inc. hereby authorizes and requests the Commissioner of Patents and Trademarks and the Register of Copyrights to issue any and all trademark, service mark, and copyright registrations, as appropriate, in the United States on the Intellectual Property to KidToon Productions, Inc., as assignee of Miracle Sound Productions, Inc.'s entire interest, and hereby covenants that Miracle Sound has the full right to convey the entire interest assigned by this document, and that it has not executed and will not execute any agreement in conflict with this Assignment.

Further, Miracle Sound Productions, Inc. hereby covenants and agrees that it shall, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the assignment of and the title in the Agreements and Intellectual Property in KidToon Productions, Inc., its successors, assigns, or other legal representatives.

EXECUTED THIS 27 day of NOV, 97.

Miracle Sound Productions, Inc.

By: \_\_\_\_\_

  
Curtis Spencer, President

Assignment

**EXHIBIT A TO ASSIGNMENT**  
FROM MIRACLE SOUND PRODUCTIONS, INC. TO KIDTOON PRODUCTIONS, INC.

This Exhibit A is hereby incorporated into and made a part of that Assignment made by Miracle Sound Productions, Inc. ("Miracle") to KidToon Productions, Inc. executed on the 27 of NOV-97, \_\_\_\_\_.

Miracle Sound Productions, Inc. expressly intends to convey all agreements related to the Story Angel Project to which it is a party and all intellectual property related to the Story Angel Project that it owns to KidToon Productions, Inc. Such "Agreements and Intellectual Property" include, without limitation, the following:

Any and all trademark and service mark rights in the character and mark "STORY ANGEL" and that Trademark Application Serial No. 75/293,394 for "STORY ANGEL" filed on May 16, 1997.

Any and all trademark and service mark rights in the characters and marks "PUDGY DUCK" and "COCO BEAR".

Copyright in and Copyright Application SR for the sound recording of "Let's Go Somewhere" filed on August 4, 1997.

Copyrights in sound recordings being developed and currently known as the "Story Angel" series.

License Agreement(s) between Ford's Creek Music and Miracle for use of compositions, to which Ford's Creek Music owns the publishing or other ownership rights, in various Story Angel products.

Original Screenplay "Watching Over Me", as adapted for teleplay, audio-play, or children's book(s), by Warren Chaney and assigned by Warren Chaney Productions, Inc. to Miracle on May 27, 1997.

Any and all versions of a children's book currently known as "Coco's Luck".

Rights to all the intellectual property developed by those Grantors listed below and granted to Miracle under such Grantors' respective "Intellectual and Other Property Rights Grants":

Don Boyer for developing animation, artwork, illustrations, photography, software, books, compositions, and other materials for the Story Angel Project;

Ron Dickson for developing a) compositions, music, books, and other materials for, and b) arranging and producing audio and audiovisual recordings of any nature for the Story Angel Project;

Curtis Spencer for a) producing and arranging audio and audiovisual recordings of any nature for b) developing storylines, characters, compositions of any nature for, and c) creating and developing an integrated line of products for the Story Angel Project.

**Assignment**

All rights afforded Miracle under those certain Work For Hire Agreements for the "Tell Me A Story Series" executed by the following individuals on or about January 1997 in favor of Texas Miracle Network, an affiliate of IMS Worldwide, Inc., and subsequently assigned to Miracle:

Michelle S. Barrett; Michelle Barrett for and on behalf of daughter Angela Barrett; Trey Boring; Trey Boring for and on behalf of daughter Ashley Boring; Lawrence N. Gregory; Freda Hart; Lorraine M. Hittle for and on behalf of son Nathan D. Hittle; Tracey Peterson for and on behalf of son Robert; Curtis Spencer, Curtis Spencer for and on behalf of daughter Jennifer Spencer; Bonnie Stearns; and Elaine Stephens for and on behalf of son Christopher.

Agreement dated Sept. 22, 1997, between Carolyn V. Shaw, her publisher Ford's Creek Music, and Miracle.

And all other rights and interests in and to agreements, intellectual property, products, and other items explicitly related to the Story Angel Project.

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