

10-27-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #

11-02-1999

101189720

original documents or copy thereof.

MRA 10/27/99

1. Name of conveying party(ies):

The Sumitomo Bank, Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other Japanese Banking Association
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 30, 1997

2. Name and address of receiving party(ies)

Name: International Family Entertainment, Inc.

Internal Address: _____

Street Address: 10960 Wilshire Boulevard,
22nd Floor

City: Los Angeles State: CA ZIP: 90024

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/017,053
75/017,054
75/017,055
75/017,056

B. Trademark Registration No.(s)

847,464
2,030,472

Additional numbers attached? Yes No

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

Name: Peter M. Eichler

Internal Address: Troop Steuber Pasich
Reddick & Tobey, LLP

Street Address: 2029 Century Park East
22nd Floor

City: Los Angeles State: CA ZIP: 90067-3010

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- If insufficient, then
- Authorized to be charged to deposit account

8. Deposit account number:

20-1500

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

1/01/1999 MTHA11 00000273 201500 75017053

DO NOT USE THIS SPACE

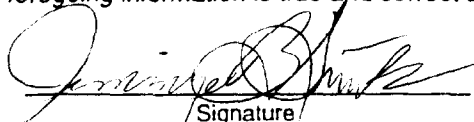
01 FC:481 40.00 DP
02 FC:482 50.00 CH 75.00 DP

9. 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.

Jimmye B. Smith

Name of Person Signing


Signature

October 16, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT

This Assignment (the "Assignment") is executed as of the 29th day of August, 1997, by The Sumitomo Bank, Limited, a Japanese banking association (the "Bank" or "Assignor"), in favor of International Family Entertainment, Inc. a Delaware corporation ("IFE")

BACKGROUND

A. The Bank has made various revolving loans to Del Wilber Associates, Inc. ("DWA") pursuant to a certain Credit Agreement dated as of August 9, 1996, (the "Credit Agreement"). As a result of such loans, the Bank is the owner and holder of a certain Revolving Note dated August 9, 1996, executed by DWA in the face principal amount of Twelve Million Dollars (\$12,000,000) (the "Note"). In connection with the Credit Agreement, and in order to secure DWA's obligations thereunder, DWA has executed in favor of the Bank certain security agreements, pledge agreements and assignments granting to the Bank a security interest in the assets of DWA, including without limitation, a certain Pledge Agreement, dated as of August 9, 1996, by and between DWA, the Bank and the Ice Capades Inc. (the "Ice Capades") and a certain security agreement, dated August 9, 1996, executed by DWA in favor of the Bank (collectively all such security documents being referred to herein as, the "DWA Security Documents").

B. As part of the credit facility provided by the Bank under the Credit Agreement, the Bank issued a Letter of Credit (the "Letter of Credit") in favor of Warner Brothers Consumer Products expiring October 31, 1998 and in the amount of \$500,000.00, the full amount of which remains available to be drawn. The obligations of DWA, the Subsidiaries (as defined herein) and IFE with respect to the Letter of Credit are referred to herein as the "L/C Obligations" and the security interest granted by DWA under Security Documents and the Subsidiaries under the Subsidiary Security Documents (as defined herein), with respect to the L/C Obligations, are referred to herein as the "L/C Collateral".

C. In addition certain subsidiaries of DWA (the "Subsidiaries"), including, without limitation, Ice Capades, have executed guarantees in favor of the Bank, guaranteeing the obligations of DWA under the Credit Agreement and the Note (collectively, the "Subsidiary Guarantees"). To secure the obligations under the Subsidiary Guarantees, the Subsidiaries have also executed security agreements, pledge agreements and trademarks assignments in favor of the Bank which grant to the Bank a security interest in the respective Subsidiary's assets, including, without limitation, a certain Security Agreement, dated as of August 9, 1996, executed by Ice Capades in favor of the Bank (collectively all such security documents being referred to herein as the "Subsidiary Security Documents").

D. The Credit Agreement, the Note, the DWA Security Documents, the Subsidiary Guarantees and the Subsidiary Security Documents are collectively referred to herein as the "Loan Documents".

E. IFE guaranteed the obligations of DWA to the Bank under the Credit Agreement and Note pursuant to a Guarantee dated as of August 9, 1996, (the "IFE Guarantee").

F. Various defaults have occurred under the Credit Agreement and the Bank accelerated the Note and all obligations thereunder. Pursuant thereto, the Bank demanded payment under the IFE Guarantee in accordance with its terms.

G. IFE has agreed to pay under the IFE Guarantee earlier than required thereunder and the Bank acknowledges receipt of the amount demanded including an amount (the "Cash Collateral") in respect of the L/C Obligations, and the Bank has agreed, among other things, to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank has transferred, assigned, granted and conveyed, and by these presents does hereby transfer, assign, grant and convey to IFE all of the Bank's right, title and interest in, to and under each and all of the following:

- (I) the Loan Documents and each of them;
- (ii) any and all other or additional security agreements, financing statements, mortgages, deeds of trust, assignments, liens, pledges, notes, obligations, guarantees and other documents, agreements and instruments executed in connection with, or securing the repayment of obligations of DWA and each Subsidiary to the Bank under, the Loan Documents except with respect to the Cash Collateral securing the L/C Obligations;
- (iii) the Assigned Claims (as such term is hereinafter defined).

For purposes of this Assignment, the term "Assigned Claims" shall mean any and all obligations, judgments, claims, liabilities, damages, demands or causes of action to, of or for the benefit (whether directly or indirectly of the Bank against or with respect to DWA, the Subsidiaries, their respective current or former directors, officers, representative, agents, guarantors, or attorneys (each a "DWA Obligor" and collectively, the "DWA Obligors"), at law or in equity, known or unknown, contingent or otherwise, whether statutory, in contract or in tort, as well as any other kind or character of action now held, owned or possessed by the Bank, against or with respect to the DWA Obligors or on account of, arising out of, related to or concerning, approximately or remotely, any of the obligations and collateral with respect thereto, except for any indemnities in favor of the Bank for any liability or loss or expense suffered or incurred by it for which it does not have recourse to IFE under the IFE Guaranty.

This Assignment is made without Recourse or Warranty, Express or Implied, of any nature upon or by the Bank, except that the Bank hereby represents and warrants as follows:

- (i) that the Bank, having undertaken no independent investigation, has no knowledge that it is not a holder in due course of the Loan Documents and each of them;
- (ii) that the Bank has not heretofore sold, assigned, transferred or encumbered its interest in the Loan Documents;
- (iii) that the Bank has all requisite right, power and authority to enter into this Assignment and to consummate the transactions contemplated hereby; and

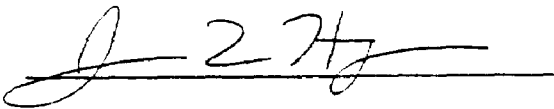
(iv) that the Loan Documents as delivered to IFE are originals or true, correct and complete copies thereof.

For the same consideration stated above, the Bank hereby agrees to endorse and deliver to IFE in recordable form any assignments of deeds of trust and form UCC financing statements for filing with the appropriate state offices showing the assignment contemplated herein, and to execute and deliver in like form to IFE such other or additional assignments, instruments, conveyances, certificates, documents and agreements as shall be reasonably necessary to effectuate the transfer and conveyance of the respective rights and interest of the Bank in, to and under the Loan Documents and any other or additional documents, agreements and instruments executed in connection with, or securing the repayment of obligations of DWA and each Subsidiary to the Bank under the Loan Documents.

IFE hereby agrees to (i) execute and deliver to the Bank such documents as the Bank shall reasonably deem to be necessary to effect the pledge by IFE of the Cash Collateral to secure the L/C Obligations and (ii) in the event the Bank is required to return to IFE or any receiver or trustee in a bankruptcy case of IFE any portion of the Cash Collateral at any time while the Letter of Credit remains undrawn and outstanding, reassign to the Bank the Assigned Claims in respect of the L/C Obligations and any L/C Collateral assigned hereby securing such Assigned Claims until such time (the "Satisfaction Date") as the Letter of Credit has expired and any amounts owing to the Bank with respect to the L/C Obligations have been paid in full. On the Satisfaction Date, the Bank hereby agrees to reassign any Assigned Claims and L/C Collateral to IFE or its nominee.

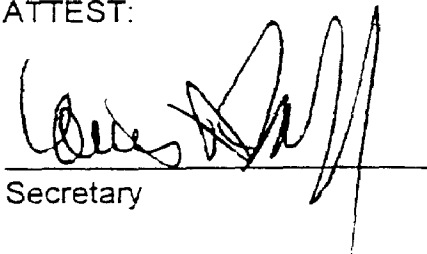
EXECUTED as of the date specified hereinabove.

THE SUMITOMO BANK, LIMITED



ACKNOWLEDGED:

ATTEST:


Secretary

INTERNATIONAL FAMILY
ENTERTAINMENT, INC.


Title

STATE OF Maryland
City
COUNTY OF Baltimore

SS

On this 30th day of September, 1997, before me Patricia
Gottal the undersigned, personally appeared, James L. Hogan known personally or proven
to me to be the Vice-President and Manager
of The Sumitomo Bank, Limited, and that he/she, as such officer, being
authorized to do so, executed the foregoing Assignment for the purposes therein contained, by
signing the name of the Bank by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Subscribed and sworn to before me this 30th day of September, 1997.

Patricia Ann Gottal

Notary Public

my commission expires 9/4/98

STATE OF Virginia
City
COUNTY OF Virginia Beach

SS

On this 14th day of October, 1997, before me Jessica J.
Patterson the undersigned, personally appeared, Larry W. Carter known personally or proven
to me to be the Vice-President
of International Family Entertainment, Inc., and that he/she, as such officer,
being authorized to do so, executed the foregoing Assignment for the purposes therein
contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Subscribed and sworn to before me this 14th day of October, 1997.

Jessica Patterson

Notary Public

my commission expires August 31, 2001.

SCHEDULE OF TRADEMARKS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>DATE</u>
ICE CAPADES (Stylized)	72/264,744	847,464	April 9, 1968
ICE CAPADES (Stylized)	74/423,550	2,030,472	January 14, 1997
ICE CAPADES CINDERELLA	75/017,053		November 9, 1995
ICE CAPADES CINDERELLA	75/017,054		November 9, 1995
ICE CAPADES CINDERELLA	75/017,055		November 9, 1995
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