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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents &

original documents or copy thereof.

1. Name of conveying party(ies):  
International Family Entertainment, Inc.  
10960 Wilshire Blvd.  
Los Angeles, CA 90024

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

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

3. Nature of conveyance:

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

Execution Date: January 11, 2000

2. Name and address of receiving party(ies)

Name: Renaissance-Atlantic Films

Internal Address:

Street Address: 350 S. Beverly #170

City: Beverly Hills State: CA ZIP: 90212

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

If assignee is not domiciled in the United States, a domestic representative designation 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)

B. Trademark Registration No.(s)

75/382.257

Additional numbers attached?  Yes  No

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

Name: Jennifer Levv, Esq.

Internal Address:

c/o Behr Abramson Kaller

Street Address: 2049 Century Park East,  
#2690,

City: Los Angeles State: CA ZIP: 90067

6. Total 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)

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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.

Jennifer Levv, Esq.

Name of Person Signing

Signature

2/14/00

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 002039 FRAME: 0054

ASSIGNMENT OF TRADEMARK

WHEREAS, Renaissance-Atlantic Films, a California corporation located at 350 South Beverly Drive, Suite 170, Beverly Hills, California, 90212 ("RAF") adopted and applied to register in the United States Patent and Trademark Office the mark "Team Angel," Serial No. 75/382.257 (the "Mark"). Said trademark application was filed on October 30, 1997, based upon intent to use the Mark in commerce on the goods listed in the application - namely, International Classes 9, 16, 25, 28, 41 and Search Classes 21, 22, 38, 39 and 107;

WHEREAS, RAF assigned and transferred the Mark to International Family Entertainment, Inc., a corporation located at 10960 Wilshire Boulevard., Los Angeles, California, 90024 ("IFE"), including all of RAF's right, title and interest therein and the goodwill of the business symbolized by the Mark, in that certain undated Assignment of Trademark ("Assignment of Trademark") between RAF, on the one hand, and IFE, on the other, subject to the terms and conditions set forth in that certain Assignment of Copyright (the "Assignment") between RAF, on the one hand, and FKIP on the other, signed by RAF on July 6, 1998, and signed by FKIP on August 4, 1998, and subject to certain terms and conditions set forth therein;

WHEREAS, all right, title and interest in and to the Mark and the goodwill of the business symbolized by the Mark so referenced have reverted to RAF pursuant to the terms of the Assignment;

WHEREAS, the parties desire to evidence such reversion for the record by signing and delivering this instrument;

NOW THEREFORE, IFE expressly acknowledges and agrees that all rights granted to IFE pursuant to the Assignment of Trademark have reverted to RAF, and the parties acknowledge that RAF is the present and rightful owner of all right, title and interest in and to the Mark, the application therefor, together with the goodwill of the business symbolized by the Mark, as well as the portion of the business to which the Mark pertains, such business being ongoing and existing;

NOW THEREFORE, to further evidence the transfer of all rights in the Mark to RAF, IFE hereby assigns and grants to RAF all rights of every kind throughout the universe pertaining to

the Mark, whether or not now known, recognized or contemplated, and the complete, unconditional and unencumbered ownership of the Mark. IFE retains no rights of any kind in or to the Mark.

IFE represents and warrants that: (a) No person, firm or corporation, other than RAF, has any rights, title or interest in the Mark or has made any use thereof; no claim has been made which adversely affects or in any way prejudices, impairs or diminishes the rights granted or the value thereof;

(b) IFE has completed and filed all documents necessary to maintain and perfect the Mark, pursuant to the terms of the Trademark License Agreement, between RAF, on the one hand, and IFE, on the other, signed on July 16, 1998; and

(c) IFE has not conveyed or hypothecated any rights of any kind in the Mark nor has IFE granted any right, license, or privilege with respect to any of the rights herein granted to any person, firm or corporation other than RAF. IFE has not done or caused or permitted to be done, and will not do or cause to be done, any act or thing by which any of the rights granted to RAF herein have been or will be in any way impaired, or their value diminished.

IFE hereby appoints RAF its true and lawful attorney, irrevocably, but for RAF's sole benefit, to institute and prosecute such proceedings as RAF may deem necessary to protect the rights herein granted or to effect recovery by RAF of damages and penalties for infringement of said rights, and to secure to RAF the full benefit of all rights herein granted.

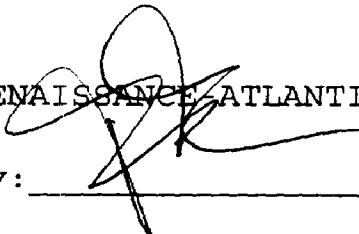
IFE will duly execute, acknowledge and deliver, and/or procure the due execution, acknowledgment and delivery of, any and all further assignments and/or other instruments which in RAF's sole judgment it deems necessary or expedient to effectuate the purposes of this assignment.

Date: \_\_\_\_\_

INTERNATIONAL FAMILY  
ENTERTAINMENT, INC.

By: 

Title: VP / S

  
RENAISSANCE ATLANTIC FILMS

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

Title: President