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04-26-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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).

05/12/2000 DNGUYEN 00000017 1098826

FOR OFFICE USE ONLY

05-15-2000

01 FC:481
02 FC:482

40.00 OP
325.00 OP



101356654

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 gather 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

TRADEMARK
REEL: 002072 FRAME: 0802

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,098,826"/>	<input type="text" value="1,056,652"/>	<input type="text" value="1,046,043"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,098,827"/>	<input type="text" value="1,527,084"/>	<input type="text" value="1,084,689"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,056,651"/>	<input type="text" value="1,098,828"/>	<input type="text" value="1,084,688"/>

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

(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 instrument 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

Jocelyn G. Bolling
Name of Person Signing

Signature

April 26, 2000
Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Address (line 3)

City

State/Country

Zip Code

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Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	949,135	961,950	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	954,372	961,949	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	959,284	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	961,951	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Termination Agreement

THIS TERMINATION AGREEMENT is made and entered into effective as of the 21 day of March 2000, between THE JIM HENSON COMPANY, INC., a New York corporation (the "Company"), and ALBERT GOTTESMAN, as the sole executor of the Estate of James M. Henson, deceased (the "Estate");

RECITALS:

WHEREAS, reference is made to that certain agreement dated July 1, 1969 and a side letter of even date therewith (collectively, the "Royalty Agreement") between James M. Henson ("Jim Henson") and Muppets, Inc., a predecessor-in-interest to the Company whereby Jim Henson transferred to Muppets, Inc. certain rights in and to various "Sesame Street Muppet" characters (the "Characters") in consideration for Jim Henson's right to receive royalties thereon (the "Royalty Interest");

WHEREAS, the Royalty Agreement was amended by an agreement dated June 4, 1991 (the "First Amendment") and an Agreement dated September 30, 1992 (the "Second Amendment");

WHEREAS, on June 4, 1991, the Estate and the Company entered into a Security Agreement (the "Security Agreement") which granted the Estate a security interest in all intellectual property rights related to all then-current and future Characters, including, without limitation, those registered copyrights and trademarks listed on Schedule A annexed hereto;

WHEREAS, the Security Agreement was recorded in the Office of the U.S. Patent and Trademark Office on August 15, 1991 at Reel 0808, Frames 169-225; and

WHEREAS, the Royalty Agreement, the First Amendment and the Second Amendment were recorded in the records of the U.S Copyright Office at Volume 2629 on pages 325-331 on July 2, 1991, at Volume 2629 on pages 332-375 on July 2, 1991, and at Volume 2815 on pages 490-497 on October 26, 1992, respectively.


NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

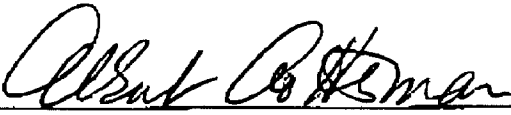
1. It is hereby acknowledged and agreed that the Royalty Agreement as amended, the Royalty Interest and the Security Agreement were terminated, and are of no further force or effect, effective as of December 31, 1999.
2. This Termination Agreement shall be construed in accordance with, and shall be governed by and interpreted in accordance with the internal laws of the State of New York.
3. The Estate, by its undersigned Executor, hereby agrees to take all such further actions and execute and file all such documents as may be reasonably requested by the Company to effectuate the termination of the Royalty Agreement, the Royalty Interest and the Security Agreement. Without limiting the foregoing, the Estate will promptly file appropriate UCC-3 termination statements in the offices of the Los Angeles County Clerk, the Secretary of State of California, the Secretary of State of New York State and the New York City Register.

4. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: ~~February~~ ^{March} 21, 2000

THE JIM HENSON COMPANY, INC.

By: 
Name:
Title:


ALBERT GOTTESMAN, as Executor of
The Estate of James M. Henson, deceased

UNITED STATES TRADEMARKS

**Owned by The Jim Henson Company, Inc.
Security Interests of Estate of James Henson**

Trademark	Filing Specifics	Ownership/Security Interests
ERNIE'S	Reg. No. 1,527,084 Registered 2/28/89	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
OSCAR THE GROUCH	Reg. No. 1,098,828 Registered 8/8/78	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
BIG BIRD	Reg. No. 1,098,827 Expired 8/8/98	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
COOKIE MONSTER	Reg. No. 1,098,826 Registered 8/8/78	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)

OSCAR THE GROUCH	Reg. No. 1,056,652 Registered 1/18/77	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
BERT	Reg. No. 1,056,651 Registered 1/18/77	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
ERNIE	Reg. No. 1,046,043 Registered 8/19/76	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
BIG BIRD	Reg. No. 1,084,689 Registered 2/7/78	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
ERNIE	Reg. No. 1,084,688 Registered 2/7/78	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)

THE MUPPETS	Reg. No. 949, 135 Registered 12/19/72	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
BIG BIRD	Reg. No. 954,372 Registered 3/6/73	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
COOKIE MONSTER	Reg. No. 959,284 Registered 5/22/73	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
OSCAR THE GROUCH	Reg. No. 961,951 Registered 6/26/73	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)

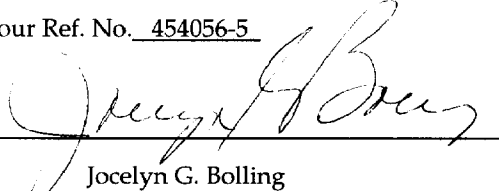
ERNIE	Reg. No. 961,950 Registered 6/26/73	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)
BERT	Reg. No. 961,949 Registered June 26, 1973ssi	The Jim Henson Company, Inc. Security Interest given to A. Gottesman and K. Barnes (Trustees of Estate of James Henson)

To: Assistant Commissioner for Trademarks
 From: Dorsey & Whitney, LLP
 1001 Pennsylvania Avenue NW; Suite 300 South
 Washington, D.C., 20004
 Tel. 202-824-8866

20399

April 26, 2000
 Filing Date

Dorsey & Whitney Filing Number

<p>DEPOSIT ACCOUNT AUTHORIZATION</p> <p><input checked="" type="checkbox"/> Please debit any other charges or credit any overpayment to Deposit Acct No. 04-1425 and cite our Ref. No. <u>454056-5</u></p> <p> _____ Jocelyn G. Bolling</p>	<p>Application/Registration No. : <u>1,098,826 and 14 others</u></p> <p>Trademark: ERNIE</p> <p>Client No. 454056-5</p>
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The following items/fees are submitted herewith to the U.S. Patent & Trademark Office:

ITEMS	U.S. PTO FEES ENCLOSED
<input checked="" type="checkbox"/> Transmittal Sheet	_____ Filing Fee
<input type="checkbox"/> New U.S. TM Application incl. 0 specimens per cl., Declaration, Power of Attorney, Drawing Page and return postcard	_____ New Application Fee
<input type="checkbox"/> Priority Document - Cert. copy of Application	<input checked="" type="checkbox"/> Recordation
<input type="checkbox"/> Request for Corrected Certificate of Registration	_____ Extension Fee
<input type="checkbox"/> Amendment or Response	_____ Notice of Opposition Fee
<input type="checkbox"/> Request to Divide Application	_____ Petition to Cancel Fee
<input type="checkbox"/> Request for Extension of Time	_____ Statement of Use Fee
<input type="checkbox"/> Declaration under §8 with <u>1</u> specimen per class	_____ § 8 Affidavit Fee
<input type="checkbox"/> Declaration under §§ 8 & 15 incl. <u>1</u> specimen per class	_____ §§ 8 and 15 Affidavit Fee
<input type="checkbox"/> Renewal Application incl. specimen (1 per cl)	_____ TM Renewal Application Fee
<input checked="" type="checkbox"/> Assignment with Cover Sheet	_____ Expedited Processing Fee
<input type="checkbox"/> Amendment to Allege Use or Statement of Use with <u>1</u> specimens per class	_____ Amendment to Allege Use Fee
<input type="checkbox"/> Power of Attorney	_____ Fee to Amend Mark
<input type="checkbox"/> Attorney's Change of Address	_____ Request to Divide Application
<input type="checkbox"/> Withdrawal of Application/Express Abandonment	_____ Additional Class Fee
	_____ No Fee
	<u>\$390.00</u> Total Fees Enclosed

ORIGINAL