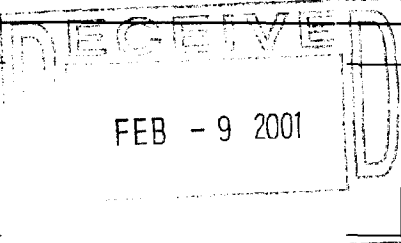


02-21-2001



101618501



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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

2.9.01

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 1113706

- 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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 gathering 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: 002238 FRAME: 0001

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Redacted Name Field]

Address (line 1)

[Redacted Address Line 1 Field]

Address (line 2)

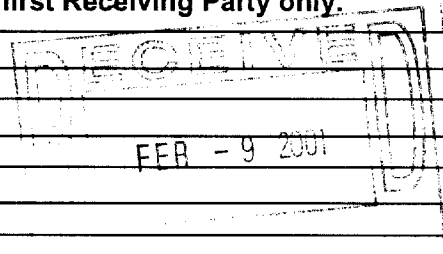
[Redacted Address Line 2 Field]

Address (line 3)

[Redacted Address Line 3 Field]

Address (line 4)

[Redacted Address Line 4 Field]



Correspondent Name and Address

Area Code and Telephone Number

(213) 485-1234

Name

Kristen Van Vleck, Esq.

Address (line 1)

Latham & Watkins

Address (line 2)

633 West Fifth Street

Address (line 3)

Suite 4000

Address (line 4)

Los Angeles, California 90071-2007

Pages

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

8

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)

[Redacted Trademark Application Number(s) Fields]

Registration Number(s)

1113706 1814144
1934928 1117341
1837376

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

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:

#

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.

J. Luis Farias

Name of Person Signing

Signature

2/5/01

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 30, 2001 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by THE JIM HENSON COMPANY, INC. (the "Grantor") in favor of CREDIT SUISSE FIRST BOSTON, London Branch (acting through its New York Branch), as Security Trustee (in such capacity, the "Security Trustee") for (i) the banks and other financial institutions or entities (the "Banks") from time to time parties to the Amended and Restated Bridge Loan Facility, dated as of 21 April 2000, amended and restated as of 2 May, 2000, amended and waived as of 29 December 2000 and further amended and restated as of 30 January 2001 (as further amended, supplemented or otherwise modified from time to time, the "Bridge Loan Facility") among EM.TV & Merchandising Aktiengesellschaft, a corporation organized under the laws of the Federal Republic of Germany (the "Borrower"), certain of its subsidiaries and affiliates, the Banks, Credit Suisse First Boston, London Branch, as arranger, syndication agent and facility agent, and the Security Trustee; and (ii) the other Secured Parties (as defined in the Bridge Loan Facility).

WHEREAS, in connection with the Bridge Loan Facility, the Grantor and certain of its Subsidiaries have executed and delivered that certain Collateral Agreement, dated as of 30 January 2001 in favor of the Security Trustee for the ratable benefit of the Secured Parties (as amended, supplemented, replaced or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property to the Security Trustee for the ratable benefit of the Secured Parties, including, without limitation, certain Intellectual Property and Products of the Grantor and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. GRANT OF SECURITY. Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations (as defined in the Collateral Agreement):

(a) (i) (i) all trademarks, service marks, logos and other indicia of origin or source identification, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, of the Grantor related to each trademark registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including without limitation payments under

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all written or oral licenses or other agreements entered into in connection therewith and damages and payments for past, present or future infringements thereof) and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, in each case together with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks"). Notwithstanding the foregoing provisions of this Section 1(a), the Trademarks shall not include any security interest or other rights in the United States for any trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Grantor arranges for an assignment of such trademarks from the Grantor to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060.

(b) (i) all patents, patent applications and patentable inventions identified in Schedule 1 hereto, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including without limitation payments under all written or oral licenses or other agreements entered into in connection therewith and damages and payments for past, present and future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Patents").

(c) (i) all copyright registrations and applications identified in Schedule 1 hereto, and any extensions, modifications and renewals thereof, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, including without limitation all copyrights, to the extent that Grantor has rights therein, of works based on, incorporated in, derived from or relating to such copyrights registrations and applications and all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyright registrations and applications, (ii) the rights to print, reproduce, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing (including without limitation direct or derivative uses of such copyright registrations and applications and all payments under all written or oral licenses or agreements entered into in connection therewith and damages and payments for past, present and future infringements thereof) and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto ("Copyrights").

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, related to the Trademarks, Copyrights and Patents, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all written or oral licenses entered into in

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connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright, including, without limitation, the grant of rights to manufacture, produce, distribute, exploit and sell materials derived from any Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all written or oral licenses or agreements entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. GOVERNING LAW. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Bridge Loan Facility. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Bridge Loan Facility, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Bridge Loan Facility, the provisions of the Collateral Agreement or the Bridge Loan Facility, as applicable, shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

The Jim Henson Company, Inc.

By: 

Peter Schube
Executive Vice President

CREDIT SUISSE FIRST BOSTON,
LONDON BRANCH, acting through
its New York Branch, as Security Trustee



By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

THE JIM HENSON COMPANY, INC.

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON,
LONDON BRANCH, acting through
its New York Branch, as Security Trustee

By:  
Name: GARRETT LYNKEY S MARTIN
Title: DIRECTOR VICE PRESIDENT

MATERIAL COPYRIGHTS

CLASSIC MUPPETS

<u>Property</u>	<u>Registration No.</u>
Kermit (puppet)	GU27448
Animal (puppet)	GU61166
Miss Piggy (puppet)	VAU 12-656 GU61163(supplementary registration)
Gonzo (puppet)	GU61160
Fozzie Bear (puppet)	GP117363
Rowlf the Dog (puppet)	VA10-7356
Bunsen Honeydew (puppet)	GU61626
Statler (puppet)	GU61158
Waldorf (puppet)	GU61162
Robin (puppet)	GU62989
Sam the Eagle (puppet)	GU61164
Swedish Chef (puppet)	GU61628
Dr. Teeth (puppet)	GU61154
Scooter (puppet)	GU61630
Beaker (puppet)	VAU 29-896

MUPPET BABIES

Baby Animal (puppet)	VAU 50-511
Baby Fozzie(puppet)	VAU 50-512
Baby Gonzo (puppet)	VAU 50-510
Baby Kermit (puppet)	VAU 50-509
Baby Miss Piggy (puppet)	VAU 50-513
Baby Rowlf (puppet)	VAU 95-270
Baby Scooter (puppet)	VAU 95-271

Baby Beaker (Character drawings)	VAU 81-583
Baby Bunsen (Character drawings)	VAU 81-584
Baby Skeeter (Character drawings)	VAU 64-813

FRAGGLES

<u>Property</u>	<u>Registration No.</u>
Red (puppet)	VAU36-044
Mokey (puppet)	VAU36-046
Gobo (puppet)	VAU36-042
Wembly (puppet)	VAU36-043
Boober (puppet)	VAU36-051

BEAR IN THE BIG BLUE HOUSE

<u>Property</u>	<u>Registration No.</u>
Bear (puppet)	Vau397518
Tutter, the mouse (puppet)	Vau397519
Pip Otter (puppet)	Vau397516
Pop Otter (puppet)	Vau397517
Treelo, the lemur (puppet)	Vau397520
Ojo (puppet)	Vau397514
Luna (puppet)	Vau397513
Shadow girl (puppet)	Vau397515

MATERIAL TRADEMARKS

Country	Mark	App. No. Date	Reg. No. Date	Ren. Date Use Tax Date	Local Classes	Goods/Services	Status	Comments
United States	Jim Henson	148019 11/10/77	1113706 2/20/79	2/20/99	28	Dolls	Registered	
United States	Jim Henson	371879 3/25/93	1814144 12/28/93	12/28/03	41	Entertainment services, namely, production of audio recordings, motion picture films, television programs and video tapes	Registered	
United States	Jim Henson Signature	74/535513 6/9/94	1934928 11/14/95	11/14/05	09	Sound recordings featuring entertainment in the form of music, soundtracks from feature films and narratives, prerecorded videos featuring entertainment in the form of puppetry, music, animation and feature films	Registered	
United States	Jim Henson's Muppets	74/380541 4/14/93	1837376 5/24/94	5/24/04	14, 16, 21, 25 & 28	Watches, greeting cards, paper stationery sets, paper plates, napkins, cups and party decorations, pen and ink books, self-adhesive stickers, wrapping paper, gift tags, gift cards, bags, table covers, party hats, party horns, party invitations and posters, toothbrushes, paper plates and paper cups, children's clothing, namely, costumes, sweatpants, sweatshirts, t-shirts, hats, footwear, including boots, socks, shoes, jackets, coats and raincoats, hand held electronic puzzles, Christmas tree ornaments and decorations.	Registered	D/F/U CI 14 - 3/81, CI 16 - 4/78, CI 21 - 6/84, CI 25 - 0681, CI 28 - 06/77
United States	Kermit The Frog	131105 6/20/77	1117341 5/1/79	5/1/99	28	Dolls	Registered	