

04-26-2001



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

APR 16 2001

4.16.01

**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

Conveyance Type

<input type="checkbox"/> New	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	<input type="checkbox"/> Merger	Effective Date Month Day Year
Reel # Frame #	<input type="checkbox"/> Change of Name	
<input type="checkbox"/> Corrective Document	<input checked="" type="checkbox"/> Other	Release of Security Interest Agreement
Reel # Frame #		

Conveying Party

Mark if additional names of conveying parties attached

Name: CREDIT SUISSE FIRST BOSTON, as Agent London Branch

Effective Date
Month Day Year

Formerly:

3/30/01

<input type="checkbox"/> Individual	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Association
<input type="checkbox"/> Other				
<input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization	a Delaware Corporation			

Receiving Party

Mark if additional names of conveying parties attached

Name THE JIM HENSON COMPANY, INC.

DBA/AKA/TA

Composed of

1113706

Address (line 1) 1416 North LaBrea Avenue

Address (line 2)

Address (line 3) Hollywood California 90028

City State/Country Zip Code

<input type="checkbox"/> Individual	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> 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 for Assignment)
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Association		
<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization	a New York Corporation		

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 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: 002279 FRAME: 0827**

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

Enter for the First Receiving Party only.

Name Richard Gadsby, Esq.
Address (line 1) Dorsey & Whitney LLP
Address (line 2) 250 Park Avenue
Address (line 3)
Address (line 4) New York, New York 10177

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)

1,113,706	1,837,376
1,117,341	1,934,928
1,814,144	

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

(enter for payment by deposit account or if additional fees can be charged to the account.)

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Richard Gadsby, Esq.
Name of Person Signing

Richard Gadsby
Signature

4/11/01
Date Signed

RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY (TRADEMARKS)

This RELEASE, dated as of March 30, 2001 (“**Release**”), is executed and delivered by CREDIT SUISSE FIRST BOSTON, London Branch (acting through its New York Branch), as security trustee and releasor of its security interest (“**Releasor**”) in favor of THE JIM HENSON COMPANY, INC. (“**Releasee**”).

WHEREAS, in connection with the Amended and Restated Bridge Loan Facility, dated as of April 21, 2000, amended and restated as of May 2, 2000, amended and waived as of December 29, 2000 and further amended and restated as of January 30, 2001 (as further amended, supplemented or otherwise modified from time to time, the “**Bridge Loan Facility**”) by and among EM.TV & Merchandising Aktiengesellschaft, certain of its subsidiaries and affiliates, the Banks (as defined in the I.P. Security Agreement) and Releasor (in its various capacities), Releasee and certain of its subsidiaries have executed and delivered the Collateral Agreement dated as of January 30, 2001 in favor of Releasor (as amended, supplemented, replaced or otherwise modified from time to time, the “**Collateral Agreement**”). As a condition of the Collateral Agreement, Releasee has executed and delivered the Intellectual Property Security Agreement dated as of January 30, 2001 in favor of Releasor (the “**I.P. Security Agreement**”) for recording with the United States Patent and Trademark Office, the United States Copyright Office and other applicable governmental authorities.

WHEREAS, under the terms of said Collateral Agreement, Releasee has granted a security interest to Releasor in certain intellectual property and products of Releasee related to Trademarks (as defined in the I.P. Security Agreement).

WHEREAS, in consideration of Speed Investment Limited’s prepayment on 30 March 2001 of the outstanding principal amount of the Loans (as defined in the Bridge Loan Agreement), as well as the accrued interest thereon, the Releasor (as Facility Agent under the Bridge Loan Agreement) has agreed to release the Releasee from its obligations under the Intellectual Property Security Agreement on the terms set forth herein.

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

1. Release of Security.

Releasor hereby releases to Releasee its security interest in and to all of Releasee’s right, title and interest in and to: (i) the Trademarks (as defined in the I.P. Security Agreement) and all registrations and recordings thereof, and all applications in connection therewith, of the Releasee related to each trademark registration and the application identified in Schedule 1 hereto, (ii) all Trade Secrets related to Trademarks (as defined and described in the I.P. Security Agreement), (iii) all license or agreements, whether written or oral, providing for the grant by or to Releasee of any right to use any Trademark or Trade Secret; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (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 agreements

entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (v) all other rights of any kind whatsoever of Releasee accruing thereunder or pertaining thereto, and (vi) any and all proceeds of the foregoing.

2. Removal from Recording.


Releasee shall remove or cause the Commissioner of Patents and Trademarks and any other applicable government officer to remove the recording of the I.P. Security Agreement from the United States Patent and Trademark Office and other applicable governmental authorities and pay all fees related thereto.

3. Governing Law.

This Release shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York without giving effect to the conflict of laws principles thereof.


IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

WITNESS



Name: L. J. JOHNSON
Address: CSFB
ONE CABOT SQUARE
LONDON E14 4QJ

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

By: 

Name: S. MARTIN
Title: V. PRESIDENT

By: 

NAME: CARLETT LYNKEY
TITLE: DIRECTOR

MATERIAL TRADEMARKS

Country	Mark	App. No. Date	Reg. No. Reg. Date	Ren. Date Use 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	75920911 2/16/00			28	Dolls and puppets	Application pending	
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	