

07-03-2001



101767996

ORDINATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

6.18-01

City National Bank

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Reassignment
- Merger
- Change of Name

Execution Date: June 14, 2001

2. Name and address of receiving party(ies)

Name: Harvey Comics, Inc.

Internal Address: _____

Street Address: 11835 W. Olympic, Suite 550

City Los Angeles State: CA Zip: 90064

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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 registration number(s):

A. Trademark Application No.(s)
75/390,399
75/548,109
75/548,108

B. Trademark Registration No.(s)
1,935,529
722,259
879,116

Additional number(s) attached Yes No

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

Name: Sidley Austin Brown & Wood

Internal Address: Attn.: Kim Bernstein

Street Address: 555 W. Fifth Street
40th Floor

City: Los Angeles State: CA Zip: 90013

6. Total number of applications and registrations involved: _____

86

7. Total fee (37 CFR 3.41).....\$ 2,165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Kimberly A. Bernstein

Name of Person Signing

Kimberly Bernstein

Signature

June 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: 31

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**Attachment
to
Recordation Form Cover Sheet**

Continuation of Item Nos. 4A and 4B:

Trademark Application No. (s)		Trademark Registration No. (s)	
75/548106	75/488867	2173455	722261
75/488870	75/488865	2072222	432587
75/548105	75/488868	1960832	730456
75/548107	75/488869	2129953	720703
75/548106	75/488862	2049395	722254
75/171984	75/138550	794827	722259
74/481894	75/138544	722258	879116
74/596312	75/481655	756109	794827
75/319452	74/606978	797256	722258
75/138545	75/171979	756105	756109
75/138754	75/171978	1810764	756106
75/171983	75/481648	2008098	1180114
75/606981	75/481657	2005966	1410490
75/481656	75/548112	1811976	1178067
75/138549	75/548101	756106	756107
75/390461	75/548111	1180114	722261
75/429707	75/488871	1410490	730456
75/446259	74/375080	1178067	720703
75/488863	74/376222	1845129	756105
75/488864	74/388922	756107	722254

FORM PTO-1618A
Expires 09/30/99
7-888 0881-0037

01-04-1999

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



100933026

M.R.D.
12-23-98

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Harvey Comics, Inc.

12/11/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name City National Bank

DBA/AKATA _____

Composed of _____

Address (line 1) 400 N. Roxbury

Address (line 2) _____

Address (line 3) Beverly Hills CA 90010

- 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 National Banking Organization

FOR OFFICE USE ONLY

Patents Branch reporting for this collection of information is estimated to average approximately 20 minutes per Cover Sheet to be completed, 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, Small Business Office, Washington, D.C. 20501 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0101-0037), Washington, D.C. 20503. See OMB Information Collection Burden Estimate 0101-0037, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO REDUCE ASSIGNMENT DOCUMENTS TO THE 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: 1831 FRAME: 0735

TRADEMARK

REEL: 002319 FRAME: 0669

FORM PTO-1618B
E-Form 08/20/98
OMB 0801-0027

Page 2

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Norman Starr

Address (line 1) 400 N. Roxbury

Address (line 2) _____

Address (line 3) Beverly Hills, CA 90210

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 310 277-5333

Name Barry S. Babok

Address (line 1) 1900 Avenue of the Stars

Address (line 2) Suite 1450

Address (line 3) Los Angeles, CA 90067

Address (line 4) _____

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)			Registration Number(s)		
<u>75/390349</u>	<u>75/548109</u>	<u>75/548108</u>	<u>1935529</u>	<u>722259</u>	<u>879116</u>
<u>75/548106</u>	<u>75/488870</u>	<u>75/548105</u>	<u>2173455</u>	<u>2072222</u>	<u>1960832</u>
<u>75/548107</u>	<u>75/548106</u>	<u>75/171984</u>	<u>2129953</u>	<u>2049395</u>	<u>794827</u>

Number of Properties

Enter the total number of properties involved.

63

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 1715

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:

50-0520

Tr: S 24 (Rev. 5/88) (F26)

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.

Barry S. Babok

12/22/98

Name of Person Signing

Signature

Date Signed

TRADEMARK
REEL: 1831 FRAME: 0736

TRADEMARK
REEL: 002319 FRAME: 0670

FORM PTO-1618C
Expires 06/30/93
OASIS 0001-0027

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

Execution Date
Month Day Year

Name

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

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

74/481894	74/596312	75/319452
75/138545	75/138754	75/171983
74/606981	75/481656	75/138549
75/390461	75/429707	75/446259
75/488863	75/488864	75/488867
75/488865	75/488868	75/488869
75/488862	75/138550	75/138544

Registration Number(s)

722258	756109	797256
756105	1810764	2008098
2005966	1811976	756106
1180114	1410490	1178067
1845129	756107	722261
432587	730436	720703
722254		

TRADEMARK
REEL: 1831 FRAME: 0737

TRADEMARK
REEL: 002319 FRAME: 0671

FORM PTO-1618C
Expires 06/30/98
Case 0481-0227

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

Execution Date
Month Day Year

Name

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

DEA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property.)

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75/481655	74/606978	75/171979
75/171978	75/481648	75/481657
75/548112	75/548101	75/548111
75/488871		

TRADEMARK
REEL: 1831 FRAME: 0738

TRADEMARK
REEL: 002319 FRAME: 0672

SECURITY INTEREST RELEASE AND REASSIGNMENT

THIS SECURITY INTEREST RELEASE AND REASSIGNMENT, dated as of June 14, 2001, is made by City National Bank (the "Lender").

WHEREAS, Harvey Comics, Inc., a New York corporation ("Grantor") has previously granted to Lender a security interest in the trademarks (the "Collateral") underlying the lien described on Schedule A attached hereto;

WHEREAS, Grantor has repaid all of its obligations owing to Lender and secured by the security interests in the Collateral; and

WHEREAS, Lender agrees to hereby release and discharge its security interest in the Collateral and to reassign the Collateral to Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Lender hereby releases and discharges its security interests in the Collateral.
2. The Lender hereby reassigns, grants and conveys to the Grantor all of its right, title and interest in and to the Collateral.

IN WITNESS WHEREOF, the Lender has caused this Security Interest Release and Reassignment to be executed and delivered by its duly authorized officer as of the date set forth above.

CITY NATIONAL BANK

By: _____

Name:

Title:



NORMAN B. STARR

SENIOR VICE PRESIDENT

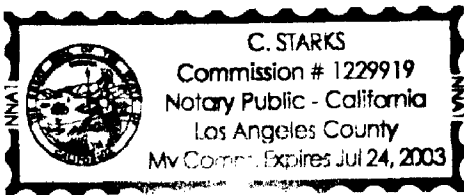
PATENT AND TRADEMARK OFFICE
RELEASE

ACKNOWLEDGMENT OF LENDER

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On the 14 day of June, 2001, before me, C. Starks, personally appeared Norman Starr, personally known to me ~~or proved to me~~ on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(~~ies~~), and that by his/~~her~~ signature on the instrument the person, or the entity upon which the person acted, executed the instrument.



Witness my hand and official seal.

[Handwritten Signature]

Notary Public

PATENT AND TRADEMARK OFFICE
RELEASE

SCHEDULE A
to
the Security Interest Release and Reassignment

1. Trademark Collateral Agreement between City National Bank (grantee) and Harvey Comics, Inc. (grantor), recorded on December 23, 1998 at Reel 1831, Frame 735, in the U.S. Patent and Trademark Office attached as Exhibit A, with respect to the marks listed on attached Annex I.

2. Trademark Collateral Agreement between City National Bank (grantee) and Harvey Comics, Inc. (grantor), recorded On February 7, 1994 at Reel 1098, Frames 353, in the U.S. Patent and Trademark Office attached as Exhibit B, with respect to the marks listed on attached Annex II.

PATENT AND TRADEMARK OFFICE
RELEASE

EXHIBIT A
to
the Security Interest Release and Reassignment

See attached.

PATENT AND TRADEMARK OFFICE
RELEASE

TRADEMARK
REEL: 002319 FRAME: 0676

TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT ("Agreement") is made as of this 11th day of December, 1998, by and between CITY NATIONAL BANK, a national banking corporation ("Lender"), and HARVEY COMICS, INC., a New York corporation ("Grantor")

WITNESSETH:

WHEREAS, Grantor and Lender are parties to that certain Revolving Loan and Security Agreement, dated as of October 27, 1993 (the "Original Loan Agreement"), and as amended by that certain Multi-Agreement Amendment, dated August 30, 1994 (the "First Amendment"), that certain Multi-Agreement Amendment No. 2, dated as of November 1, 1994 (the "Second Amendment"), that certain Multi-Agreement Amendment No. 3, dated as of September 1, 1995 (the "Third Amendment"), that certain Multi-Agreement Amendment No. 4, dated as of June 1, 1996 (the "Fourth Amendment"), that certain Multi-Agreement Amendment No. 5 dated as of June 1, 1997 (the "Fifth Amendment"), that certain Multi-Agreement Amendment No. 6 dated as of June 1, 1998 (the "Sixth Amendment"), and that certain Multi-Agreement Amendment No. 7 dated as of the date hereof (the "Seventh Amendment"). The Original Loan Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are hereinafter collectively referred to as the "Loan Agreement." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Loan Agreement.

WHEREAS, Grantor has agreed to grant to Lender a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has mortgaged, pledged and granted to Lender a lien on and security interest in all right, title and interest of Grantor in, to and under all of Grantor's Trademarks (as defined in Section 1 below) whether presently existing or hereafter arising or acquire, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reasons of infringement thereof for the full term of the Trademarks to secure the payment of all amounts owing under the Promissory Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

E:\M\Filer\CNHARVEY\DECEMBER\TRADE.WPD

1

TRADEMARK
REEL: 1831 FRAME: 0739

TRADEMARK
REEL: 002319 FRAME: 0677

1. Security Interest in Trademarks. To secure the complete and timely satisfaction of all of the "Secured Obligations" (as defined in the Loan Agreement), Grantor hereby grants, assigns and conveys to Lender a security interest in Grantor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames and applications, together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

2. Restrictions on Future Agreements. Other than as permitted under the MCA Agreement (as referenced in the Loan Agreement), Grantor agrees that until the Secured Obligations shall have been satisfied in full, Grantor will not, without Lender's prior written consent, enter into any agreement other than in normal course which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the trademarks and service marks (whether registered or not), and applications for trademarks or service marks now owned by Grantor. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademark, service mark or tradename, or (ii) become entitled to the benefit of any trademark or service mark application, or trademark or service mark registration, the provision of paragraph 1 above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A, as applicable, to include any future trademarks, service marks, registrations of any of the above, trademark applications, service mark applications, and tradenames which are Trademarks, as applicable, under paragraph 1 above or under this paragraph 3 (collectively "Future Rights"), Grantor agrees to execute all documents necessary to record or preserve Lender's interest in all Trademarks added to Schedule A pursuant to this paragraph 3. In addition, Grantor shall instruct the attorney prosecuting or filing any such Future Rights on behalf of Grantor to take all necessary steps to perfect Lender's security interest in said Future Rights.

4. Term. The term of the assignment of the interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of

the respective Trademarks assigned hereunder, or (ii) the date on which the Secured Obligations have been satisfied in full.

5. Grantor's Right to Use Trademarks. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Promissory Note and the Loan Agreement) unless such Event of Default has been waived by the Lender, Grantor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks. Grantor agrees to undertake all necessary acts to maintain and preserve the Trademarks, including, but not limited to, filing affidavits of use and incontestability, where applicable, under Section 8 and 15 of the Lanham Act (15 U.S.C. Section 1058, 1065), filing renewal applications and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks. Other than in the normal course, Grantor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks without the prior written consent of Lender which consent will not be unreasonably withheld. From and after the occurrence of an Event of Default and upon notice by Lender to Grantor, Grantor's exclusive rights to own and use the Trademarks as set forth in this paragraph 5 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Grantor's records concerning the Trademarks may be located.

6. Reassignment to Grantor. Upon satisfaction of all the Liabilities under the Loan Agreement, Lender shall execute and deliver to Grantor all releases, deeds, assignments and other instruments as may be necessary or proper to reinvest in Grantor full title to the Trademarks, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto.

7. Duties of Grantor. During this term of this Agreement, Grantor shall have the duty (i) to prosecute diligently any trademark or service mark application of the Trademarks pending as of the date hereof or thereafter; (ii) to make application on the Grantor's trademarks and service marks, as is appropriate in the Grantor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in Trademarks and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. In any suit to enforce any Trademark, Lender shall, at the expense and request of Grantor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connections with such suit. **GRANTOR SHALL NOT ABANDON ANY RIGHT TO FILE OR PRESERVE ANY MATERIAL TRADEMARK APPLICATION, SERVICE MARK APPLICATION, SERVICE MARK OR TRADEMARK WITHOUT THE CONSENT OF LENDER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.**

8. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Loan Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 8.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under Loan Documents (as defined in the Guaranty) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such cause or provision in any other jurisdiction, or any other cause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies: Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Documents (as defined in the Guaranty) or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or any other lender under the Loan Documents (as defined in the Guaranty) but rather is intended to facilitate the exercise of such rights and remedies.

13. Binding Effect: Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns.

14. Governing Law. This Agreement has been executed and delivered in California, and shall be governed by and construed in accordance with the laws of the State of California.

15. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provisions contained therein shall govern and control. to the extent of such conflict or inconsistency.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

HARVEY COMICS, INC.

By: MD Home

Its: CFO

Agreed and Accepted as of this 11th day of December, 1998

CITY NATIONAL BANK

By: [Signature]

Its: Joe [Signature]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 16, 1998 before me, Deanna L. Taylor, a Notary Public, personally appeared Michael S. Hope, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature *Deanna L. Taylor*

[SEAL]



SCHEDULE A

Trademark Registrations and Applications	Registration Date	Renewal Date	Registration Number	Class	Serial Number	Date of Filing
The Baby Huey Show	11/14/95	11/14/05	1,935,529		41 74/806979	12/5/94
Baby Huey the Baby Giant	10/3/81	10/3/01	722,258		16 108322	11/14/80
Baby Huey					10 75/548108	9/4/98
Baby Huey					9 75/548109	9/4/98
Baby Huey					25 75/548106	9/4/98
Baby Huey					41 75/488870	5/21/98
Baby Huey					28 75/548105	9/4/98
Baby Huey					18 75/548107	9/4/98
Baby Huey					25 75/548108	9/4/98
Baby Huey					5	
Bunny	10/21/89	2001	879,116		18 72/319183	2/14/89
Buzz The Crow					28	
Casper & design	7/14/88	7/14/08	2,173,456	8,21,24	74/888313	11/7/84
Casper & design					41 75/171984	9/25/98
Casper & design	6/17/87	6/17/07	2,072,222	9,18,25,28	74/888335	11/8/84
Casper	3/5/88	3/5/08	1,980,832		25 74/482072	1/21/84
Casper					9,28 74/481884	1/21/84
Casper					18,21,24 74/888312	11/7/84
Casper	1/20/88	1/20/08	2,129,863		41 75/138646	7/23/86
Casper	4/1/87	4/1/07	2,049,385		28 74/482940	1/21/84
Casper A Spirited Beginning					9 75/318462	7/3/97
Casper The Friendly Ghost					41 75/138645	7/23/86
Casper The Friendly Ghost	8/24/85	8/24/05	784,827		18 207,982	12/11/84
Casper The Friendly Ghost	10/3/81	10/3/01	722,258		18 108,321	11/14/80
Casper's Ghostland and all his friends					41 75/138754	7/23/86
Casper's Ghostland and all his friends	9/3/83	9/3/03	758,108		18 158,155	9/28/82
FATSO					41 75/171983	9/25/98
FATSO & design					74/806981	12/5/94
FATSO					28 75/481886	5/8/98
Gabby God & design	10/8/85		787,298		18 210308	1/21/85
The Ghostly Trio & design	9/3/83	9/3/03	758,108		18 158071	11/28/82
The Ghostly Trio					41 75/138548	7/23/86
Harvey Classics & design	12/14/83	12/14/03	1,810,784		18 74/375080	4/1/83
Harvey Classics & design	10/16/88	1/15/08	2,008,888		18 74/727403	9/11/85
Harvey Classics & design	10/8/88	10/8/08	2,008,888		18 74/727435	9/11/88
Harvey Classics Logo					25 75/390481	11/14/87
Harvey Corporate Logo					9,18,25,30 75/390389	11/14/87
Harvey Comics	12/21/83	12/21/03	1,811,878		9 74/376222	4/8/83
Herman and Katnip	9/3/83	9/3/03	758,108		18 158071	11/28/82
Hot Stuff & design	12/1/81	12/1/01	1,180,114		18 247388	1/23/80
Hot Stuff					28 78/429707	2/5/88
Hot Stuff					18 75/446259	3/5/98
Hot Stuff					3 75/488883	5/8/98
Hot Stuff					9 75/488884	5/8/98
Hot Stuff					11 75/488887	5/8/98
Hot Stuff					14 75/488885	5/8/98
Hot Stuff					28 75/488888	5/8/98

TRADEMARK
REEL: 1831 FRAME: 0745

TRADEMARK
REEL: 002319 FRAME: 0683

SCHEDULE A

Trademark Registrations and Applications	Registration Date	Renewal Date	Registration Number	Class	Serial Number	Date of Filing
Hot Stuff					30 75488860	5/8/98
Hot Stuff					41 75488862	5/8/98
Hot Stuff The Devil Made Me Do It &				25,22		
Hot Stuff & Design 1					25	
Hot Stuff & Design 2				25,30		
Hot Stuff & Design 3					25	
Little Dot	9/23/86	9/23/08	1,410,490		18 587367	3/7/88
Little Lotta	11/17/81	11/17/01	1,178,087		18 247380	1/23/80
Nemesis & design	7/12/94	7/12/04	1,845,129		18 7438822	5/7/93
Nightmare The Galloping Ghost					41 7513850	7/23/98
Nightmare The Galloping Ghost	9/3/83	9/3/03	756,107		18 158572	11/28/82
Playful Little Audrey	10/3/81	10/3/01	722,281		18 108482	11/15/80
Rags Rabbit & design	9/8/47	9/8/07	432,587		18 7148822	2/18/48
Richie Rich the poor little rich boy					41 7513854	7/23/98
Richie Rich the poor little rich boy	4/24/82	4/24/02	730,488		18 124545	7/24/81
Richie Rich the poor little rich boy	8/29/81	8/21/01	720,709		18 108,483	11/15/80
Richie Rich					9	
Sinkie & design					28 75481855	5/8/98
Sinkie & design					28 7480878	12/8/84
Sinkie & design					41 75171879	8/25/98
Stretch & design					41 75171878	8/25/98
Stretch					28 75481848	5/8/98
Wendy the Witch					18	5/8/98
Wendy the Good Little Witch	10/3/81	10/3/01	722,284		18 107944	11/7/80
Wendy the Witch					28 75481857	5/18/98
Wendy the Witch					9 75848112	8/4/98
Wendy the Witch					18 75848101	8/4/98
Wendy the Witch					28 75848111	8/4/98
Wendy the Witch					41 75488871	5/21/98

RECORDED: 12/23/1998

TRADEMARK
REEL: 1831 FRAME: 0746

TRADEMARK
REEL: 002319 FRAME: 0684

EXHIBIT B
to
the Security Interest Release and Reassignment

See attached.

PATENT AND TRADEMARK OFFICE
RELEASE

TRADEMARK
REEL: 002319 FRAME: 0685

FORM PTO-15
12/10/93



93

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Harvey Comics, Inc.

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

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

2. Name and address of receiving party(ies):
Name: Mercantile National Bank
Internal Address: _____
Street Address: 1840 Century Park East
City: Los Angeles State: California ZIP: _____

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

3. Nature of conveyance: 08

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 27, 1993

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)

See numbers attached? Yes No

6. Total number of applications and registrations involved: 18

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

Name: Edward J. Chalfe, Esq.
Internal Address: Keck, Mahin & Cate
Street Address: 77 West Wacker Drive
49th floor
City: Chicago State: Illinois ZIP: 60601-1692

7. Total fee (37 CFR 3.41)..... \$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
11-0275

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 documents.

Edward J. Chalfe
Name of Person Signing

Edward Chalfe
Signature

1/26/94
Date

89150424 Total number of pages comprising cover sheet: 10

P0054D1A)

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BABY HUEY THE BABY GIANT	722,259	10/03/81
BUNNY	879,116	10/21/89
CASPER THE FRIENDLY GHOST	794,827	08/24/85
CASPER THE FRIENDLY GHOST	722,258	10/03/81
CASPER'S GHOSTLAND AND ALL HIS FRIENDS	758,109	09/03/83
HERMAN AND KATNIP	758,106	09/03/83
HOT STUFF	1,180,114	12/01/81
LITTLE DOT	1,410,400	09/23/85
LITTLE LOTTA	1,178,067	11/17/81
NIGHTMARE THE GALLOPING GHOST and Design	758,107	09/03/83
PLAYFUL LITTLE AUDREY	722,261	10/03/81
RICHIE RICH THE POOR LITTLE RICH BOY	730,458	04/24/82
RICHIE RICH THE POOR LITTLE RICH BOY	720,703	08/29/81
THE GHOSTLY TRIO	758,105	09/03/83
WENDY THE GOOD LITTLE WITCH	722,254	10/03/81

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
HARVEY CLASSICS	74/378,080	04/01/83
HARVEY COMICS	74/378,222	04/05/83
NEMESIS	74/388,922	05/07/83

TRADEMARK

REEL 1098 FRAME 354

TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT ("Agreement") is made as of this 27th day of October, 1993, by and between CITY NATIONAL BANK, a national banking corporation ("Lender"), and HARVEY COMICS, INC., a New York corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Borrower and Lender have entered into that certain Revolving Loan and Security Agreement dated as of the date hereof pursuant to which Lender has agreed to loan Borrower up to the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Loan") (as the same may from time to time be amended, supplemented or modified, the "Loan Agreement"). Capitalized terms not otherwise defined shall have the same meaning as set forth in the Loan Agreement.

WHEREAS, Grantor has agreed to grant to Lender a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under the Loan Agreement, and

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TRADEMARK

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has mortgaged, pledged and granted to Lender a lien on any security interest in all right, title and interest of Grantor in, to and under all of Grantor's Trademarks (as defined in the Loan Agreement) whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks to secure the payment of all amounts owing under the Promissory Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Interest in Trademarks. To secure the complete and timely satisfaction of all of the "Secured Obligations" (as defined in the Loan Agreement), Grantor hereby grants, assigns and conveys to Lender a security interest in Grantor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world,

and (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames and applications, together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

2. Restrictions on Future Agreements. Other than as permitted under the MCA Agreement (as defined in the Loan and Security Agreement), Grantor agrees that until the Secured Obligations shall have been satisfied in full, Grantor will not, without Lender's prior written consent, enter into any agreement other than in normal course which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the trademarks and service marks (whether registered or not), and applications for trademarks or service marks now owned by Grantor. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademark, service mark, or tradename, or (ii) become entitled to the benefit of any trademark or service mark application, or trademark or service mark registration, the provisions of paragraph 1 above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A, as applicable, to include any future trademarks, service marks, registrations of any of the above, trademark applications, service mark applications, and tradenames which are Trademarks, as applicable, under paragraph above or under this paragraph 3 (collectively "Future Rights") Grantor agrees to execute all documents necessary to record or preserve Lender's interest in all Trademarks added to Schedule A pursuant to this paragraph 3. In addition, Grantor shall instruct the attorney prosecuting or filing any such Future Rights on behalf of Grantor to take all necessary steps to perfect Lender's security interest in said Future Rights.

4. Tax. The term of the assignment of the interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Trademarks assigned hereunder, or (ii) the date on which the Secured Obligations have been satisfied in full.

5. Grantor's Right to Use Trademarks. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Promissory Note and the Loan Agreement) unless

REEL 098 FRAME 56

such Event of Default has been waived by the Lender, Grantor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks. Grantor agrees to undertake all necessary acts to maintain and preserve the Trademarks, including, but not limited to, filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), filing renewal applications and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks. Other than in the normal course, Grantor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks without the prior written consent of Lender which consent will not be unreasonably withheld. From and after the occurrence of an Event of Default and upon notice by Lender to Grantor, Grantor's exclusive rights to own and use the Trademarks as set forth in this paragraph 5 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Grantor's records concerning the Trademarks may be located.

6. Reassignment to Grantor. Upon satisfaction of all [Secured Obligations], Lender shall execute and deliver to Grantor all releases, deeds, assignments and other instruments as may be necessary or proper to reinvest in Grantor full title to the Trademarks, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the [Subsidiary Security Agreement.]

7. Duties of Grantor. During this term of this Agreement, Grantor shall have the duty (i) to prosecute diligently any trademark or service mark application of the Trademarks pending as of the date hereof or thereafter; (ii) to make application on the Grantor's trademarks and service marks, as is appropriate in the Grantor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in Trademarks and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. In any suit to enforce any Trademark, Lender shall, at the expense and request of Grantor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connection with such suit. GRANTOR SHALL NOT ABANDON ANY RIGHT TO FILE OR PRESERVE ANY MATERIAL TRADEMARK APPLICATION, SERVICE MARK APPLICATION OR TRADEMARK WITHOUT THE CONSENT OF LENDER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

8. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Promissory Note and the Security Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 8.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under Loan Documents (as defined in the Guaranty) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Documents (as defined in the Guaranty) or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or any other lender under the Loan Documents (as defined in the Guaranty) but rather is intended to facilitate the exercise of such rights and remedies.

13. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns.

REEL 1098 FRAME 358

14. Governing Law. This Assignment has been executed and delivered in California, and shall be governed by and construed in accordance with the laws of the State of California.

15. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Guaranty or the Subsidiary Security Agreement, the provisions contained therein shall govern and control, to the extent of such conflict or inconsistency.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

HARVEY COMICS INC.

By: [Signature]

Its: CFO

Agreed and Accepted as of this 27th day of OCTOBER, 1993

CITY NATIONAL BANK

By: [Signature]

Its: VP

TRADEMARK

REEL 1098 FRAME 359

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BABY HUEY THE BABY GIANT	722,259	10/03/61
BUNNY	879,118	10/21/69
CASPER THE FRIENDLY GHOST	794,827	08/24/65
CASPER THE FRIENDLY GHOST	722,258	10/03/61
CASPER'S GHOSTLAND AND ALL HIS FRIENDS	756,109	09/03/63
HERMAN AND KATNIP	756,106	09/03/63
HOT STUFF	1,180,114	12/01/81
LITTLE DOT	1,410,490	09/23/66
LITTLE LOTTA	1,178,067	11/17/81
NIGHTMARE THE GALLOPING GHOST and Design	756,107	09/03/63
PLAYFUL LITTLE AUDREY	722,261	10/03/61
RICHIE RICH THE POOR LITTLE RICH BOY	730,456	04/24/62
RICHIE RICH THE POOR LITTLE RICH BOY	720,703	08/29/61
THE GHOSTLY TRIO	756,105	09/03/63
WENDY THE GOOD LITTLE WITCH	722,254	10/03/61

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
HARVEY CLASSICS	74/375,080	04/01/93
HARVEY COMICS	74/376,222	04/05/93
NEMESIS	74/388,922	05/07/93

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RECEIVED
PATENT AND TRADEMARK
OFFICE

TRADEMARK

REEL 1098 FRAME 361

ANNEX I
to
Schedule A to the Security Interest Release and Reassignment

Trademark	Registration No. or Serial No.
1. The Baby Huey Show	1935529
2. Baby Huey The Baby Giant	722259
3. Bunny	879116
4. Casper & design	2173455
5. Casper & design	2072222
6. Casper & design	1960832
7. Casper	2129953
8. Casper	2049395
9. Casper The Friendly Ghost	794827
10. Casper The Friendly Ghost	722258
11. Casper's Ghostland and all his friends	756109
12. Gabby Gob & design	797256
13. The Ghostly Trio & design	756105
14. Harvey Classics & design	1810764
15. Harvey Classics & design	2008098
16. Harvey Classics & design	2005966
17. Harvey Comics	1811976
18. Herman and Katnip	756106
19. Hot Stuff & design	1180114
20. Little Dot	1410490
21. Little Lotta	1178067
22. Nemesis & design	1845129
23. Nightmare the Galloping Ghost	756107
24. Playful Little Audrey	722261
25. Rags Rabbit & design	432587
26. Richie Rich the poor little rich boy	730456
27. Richie Rich the poor little rich boy	720703
28. Wendy the Good Little Witch	722254
29. Harvey Corporate Logo	75/390399
30. Baby Huey	75/548109
31. Baby Huey	75/548108
32. Baby Huey	75/548106
33. Baby Huey	75/488870
34. Baby Huey	75/548105

PATENT AND TRADEMARK OFFICE
RELEASE

Trademark	Registration No. or Serial No.
35. Baby Huey	75/548107
36. Baby Huey	75/548106
37. Casper & design	75/171984
38. Casper	74/481894
39. Casper	74/596312
40. Casper A Spirited Behginning	75/319452
41. Casper the Friendly Ghost	75/138545
42. Casper's Ghostland and all his friends	75/138754
43. FATSO	75/171983
44. FATSO & design	75/606981
45. FATSO	75/481656
46. The Ghostly Trio	75/138549
47. Harvey Classics Logo	75/390461
48. Hot Stuff	75/429707
49. Hot Stuff	75/446259
50. Hot Stuff	75/488863
51. Hot Stuff	75/488864
52. Hot Stuff	75/488867
53. Hot Stuff	75/488865
54. Hot Stuff	75/488868
55. Hot Stuff	75/488869
56. Hot Stuff	75/488862
57. Nightmare The Galloping Ghost	75/138550
58. Richie Rich the poor little rich boy	75/138544
59. Stinkie & design	75/481655
60. Stinkie & design	74/606978
61. Stinkie & design	75/171979
62. Stinkie & design	75/171978
63. Stretch	75/481648
64. Wendy the Witch	75/481657
65. Wendy the Witch	75/548112
66. Wendy the Witch	75/548101
67. Wendy the Witch	75/548111
68. Wendy the Witch	75/488871

PATENT AND TRADEMARK OFFICE

RELEASE

TRADEMARK
REEL: 002319 FRAME: 0696

ANNEX II
to
Schedule A to the Security Interest Release and Reassignment

Trademark	Registration No. or Serial No.
1. Baby Huey The Baby Giant	722259
2. Bunny	879116
3. Casper The Friendly Ghost	794827
4. Casper The Friendly Ghost	722258
5. Casper's Ghostland and all his friends	756109
6. Herman and Katnip	756106
7. Hot Stuff	1180114
8. Little Dot	1410490
9. Little Lotta	1178067
10. Nightmare the Galloping Ghost	756107
11. Playful Little Audrey	722261
12. Richie Rich the poor little rich boy	730456
13. Richie Rich the poor little rich boy	720703
14. The Ghostly Trio	756105
15. Wendy the Good Little Witch	722254
16. Harvey Classics	74/375080
17. Harvey Comics	74/376222
18. Nemesis	74/388922

PATENT AND TRADEMARK OFFICE
RELEASE

TRADEMARK
REEL: 002319 FRAME: 0697

SIDLEY AUSTIN BROWN & WOOD

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

D

CHICAGO
DALLAS
NEW YORK
SAN FRANCISCO
SEATTLE
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BEIJING
HONG KONG
LONDON
SHANGHAI
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(213) 896-6769

WRITER'S E-MAIL ADDRESS
kbernstein@sidley.com

June 15, 2001

By Federal Express

FEE
Box Assignments
Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202



06-18-2001

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #61

Re: Two Security Interest Release and Reassignments

Ladies and Gentlemen:

Enclosed for recordation with your office today are the following two documents, each of which has attached (i) an original and a duplicate copy of the Trademark Recordation Form Cover Sheet and attachment page, (ii) a check to cover the filing fee and (iii) a postcard that describes the Release:

1. Originally signed Security Interest Release and Reassignment between City National Bank (conveying party) and Harvey Comics, Inc. with respect to 86 trademarks; and
2. Originally signed Security Interest Release and Reassignment between Mercantile National Bank (conveying party) and Harvey Comics, Inc. with respect to 18 trademarks.

Kindly indicate receipt of each Release for recordation by file-stamping as "received" the two enclosed self-addressed, postage-paid postcards and return the same to me.

Thank you.

With kind regards,

Kimberly A. Bernstein
Legal Assistant

Enclosures

cc w/Enclosures: Missy Cohen (by First Class Mail)
Jonathan Lopez

LA1 355090v1

RECORDED: 06/18/2001

TRADEMARK
REEL: 002319 FRAME: 0698