

Form **PTO-1594**
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):

Lancit Media Entertainment, Ltd.

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

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

3. Nature of conveyance:

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

Execution Date: **August 14, 2001**

2. Name and address of receiving party(ies)

Name: **The Chase Manhattan Bank**

Internal Address: _____
Address: _____

Street Address: **450 West 33rd St.**
City: **New York** State: **NY** Zip: **10001**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **New York Banking Corp.**

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)

B. Trademark Registration No.(s)

1962893 2027570 2019846 2011141
2089554 2021421 1958130

Additional number(s) attached Yes No

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

Name: **Edward Sadtler**

Internal Address: **Skadden, Arps, Slate
Meagher & Flom LLP**

Street Address: **Four Times Square**

City: **New York** State: **NY** Zip: **10036
6522**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref: 023430-25]

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

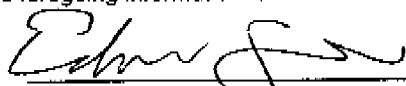
DO NOT USE THIS SPACE

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.

Edward Sadtler

Name of Person Signing


Signature

11/06/01

Date

Total number of pages including cover sheet, attachments, and document: **9**

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

**ACKNOWLEDGMENT OF AND CONSENT
TO TRANSFER TRADEMARKS**

This ACKNOWLEDGMENT OF AND CONSENT TO TRANSFER TRADEMARKS, dated August 14, 2001 ("Acknowledgment") by Lancit Media Entertainment, Ltd. (formerly Lancit Media Productions, Ltd.), a New York corporation ("Lancit Media"), in favor of The Chase Manhattan Bank ("Chase"), a New York banking corporation, as collateral agent for the secured creditors of RCN Corporation, a Delaware corporation ("RCN").

W I T N E S S E T H

WHEREAS, JuniorNet Corporation ("JuniorNet") and Chase entered into a Convertible Note Purchase Agreement, dated as of February 4, 2000 (the "Purchase Agreement"), with RCN, Euclid Partners IV, L.P., and Highlights For Children, Inc. and certain other individuals (collectively, the "Purchasers");

WHEREAS, JuniorNet and certain subsidiary grantors of JuniorNet, including Lancit Media (collectively, the "Grantors") and Chase entered into a Security Agreement, dated as of February 4, 2000 (the "Security Agreement"), pursuant to which the Grantors granted a security interest in certain Collateral, as such term is defined in the Security Agreement, to Chase, as collateral agent for the Purchasers, to secure the payment and performance of the Secured Obligations, as such term is defined in the Security Agreement;

WHEREAS, the Grantors and Chase entered into an Intellectual Property Security Agreement, dated as of February 4, 2000 (the "IP Security Agreement"), pursuant to which, in order to secure prompt payment and performance of the Secured Obligations, and pursuant to the Security Agreement, the Grantors granted and pledged to Chase for the ratable benefit of the Purchasers a continuing security interest in all, but only to the extent of their right, title and interest in, to and under the IP Collateral, as such term is defined in the IP Security Agreement;

WHEREAS, the IP Security Agreement has been recorded with the United States Patent and Trademark Office at reel/frame 002246/0928 and 002039/0178;

WHEREAS, an Event of Default pursuant to Section 5 of the Notes has occurred and is continuing, as such terms are defined in the Security Agreement;

WHEREAS, pursuant to Section 11 of the Security Agreement, Chase has exercised its right to sell certain IP Collateral as a result of such Event of Default;

WHEREAS, Chase and the Grantors are parties to an Acknowledgment of and Consent to Transfer, dated August 14, 2001, pursuant to which the Grantors acknowledge, consent and confirm that all rights, title and interests to the trademarks set forth on Attachment 1 to this Assignment, all common law rights relating thereto, and all registrations and applications relating thereto (collectively, the "Trademarks"), among other assets the assets of each of the Grantors, are conveyed, granted, assigned, transferred, delivered and affirmed to Chase, as collateral agent for RCN; and

WHEREAS, Chase and RCN are parties to a Bill of Transfer, dated August 14, 2001, pursuant to which Chase, as agent for the Grantors, has agreed to sell, convey, grant, assign, transfer, deliver and affirm to RCN, all rights, title and interests to the Trademarks, among other assets of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Lancit Media does hereby assign, transfer, set over, and deliver to Chase all of Chase's right, title, and interest in and to the Trademarks together with (i) all goodwill symbolized by and associated with the business conducted under the Trademarks, (ii) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the Trademarks or other rights transferred and assigned to Chase under this Acknowledgment, and (iv) all rights corresponding to the foregoing throughout the world.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be executed by the signature of its duly authorized officer as of the date above first written.

LANCIT MEDIA:

By: [Signature]
Name: Kevin Kurjata
Title: CO

Acknowledged and Accepted:

CHASE:

By: _____
Name:
Title:

STATE OF New Jersey)
COUNTY OF Mercer) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Kevin Kuryla personally known to me to be the CEO of Lancit Media Entertainment, Ltd., a New York corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of November, 2001.

Dorcias A. Tatar
Notary Public

My commission expires: _____

DORCIAS A. TATAR
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/20/2005

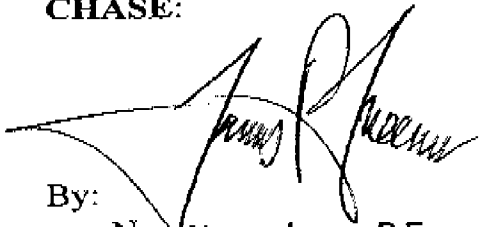
IN WITNESS WHEREOF, the undersigned has caused this Acknowledgment to be executed by the signature of its duly authorized officer as of the date above first written.

LANCIT MEDIA:

By:
Name:
Title:

Acknowledged and Accepted:

CHASE:



By:
Name: James P. Freeman
Title: Vice President

STATE OF New York)
) SS.
 COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that James P. Freeman personally known to me to be the Vice Pres. Elect of The Chase Manhattan Bank, a New York banking corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of November, 2001.

Annabelle DeLuca
 Notary Public

My commission expires: _____
 ANNABELLE DeLUCA
 Notary Public, State Of New York
 No. 01DE5013759
 Qualified In Kings County
 Certificate Filed In New York County
 Commission Expires July 15, 2003

**ATTACHMENT 1 TO ACKNOWLEDGMENT OF
AND CONSENT TO TRANSFER TRADEMARKS**

The Puzzle Place:

Owners: Lancit Media Productions, Ltd. and Community Television of Southern California

<u>Mark:</u>	<u>Registration No.:</u>	<u>Application Status:</u>
The Puzzle Place	1,962,893	Registered – 03.19.96
The Puzzle Place	2,027,570	Registered – 12.31.96
The Puzzle Place	2,019,846	Registered – 11.26.96
The Puzzle Place (Logo)	2,011,141	Registered – 10.22.96 *
The Puzzle Place (Logo)	2,021,421	Registered – 12.03.96
The Puzzle Place (Logo)	1,958,130	Registered – 02.20.96
Backyard Safari	2,089,554	Registered – 08.19.97*

* These registrations are owned only by Lancit Media Productions, Ltd.

International Trademark Report: The Puzzle Place

Owners: Lancit Media Productions, Ltd. and Community Television of Southern California

<u>Country:</u>	<u>Registration No./ Application No.:</u>	<u>Registration or Application Date:</u>	<u>Status:</u>
Canada	TMA 491-874	March 2, 1998	Registered
	SN 871-298	March 5, 1998	Abandoned
Hong Kong	95 03088	March 15, 1995	Application Pending
	95 03089	March 15, 1995	Application Pending
	95 03090	March 15, 1995	Application Pending
Japan	4024273	July 11, 1997	Registration Complete
	4023498	July 4, 1997	Registration Complete
	335774	November 7, 1997	Registration Complete
New Zealand	246725	March 13, 1995	Registration Complete
	246726	March 13, 1995	Registration Complete
Singapore	S/2060/95	March 8, 1995	Application Pending
	S/2061/95	March 8, 1995	Application Pending
	S/2062/95	March 8, 1995	Application Pending
Taiwan	84-015653	April 7, 1995	Registration Complete
	84-015654	April 7, 1995	Registration Complete
	84-015655	April 7, 1995	Registration Complete No co-ownership of TM

United Kingdom	2016245 2016245	March 14, 1995 March 14, 1995	Registration Complete Registration Complete
Portugal	311642 321457	July 24, 1995	Registration Complete Registration Complete
Australia	655339 (cl. 41) 655338 (cl. 28)	July 5, 1996	Registration Complete Registration Complete
Mexico	503939 (cl. 41) 515570 (cl.41) 520661 (cl.28)		Registration Complete Registration Complete Registration Complete
South Africa	not available yet		Application Pending
Brazil	820442259 820442275		Application Pending Application Pending
Panama	not available yet		Application Pending
Philippines	123654 819993492		Application Pending Application Pending

Foreign Version:**Application/Registration No.:****Country:****Applic./Reg. Date:**

El Rincon De Risas
Applic. No. 251065

Mexico

January 3, 1996

El Rincon De Risas
Registr. No. 515570

Mexico

January 29, 1996