

11-09-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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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):

Crown Media Holdings, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Mr. Garrett Verdone

Internal Address: The Chase Manhattan Bank

Street Address: 1166 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other banking corporation

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

A: 75/878,003 See Schedule A

B. Trademark Registration No.(s)

R: 2,143,098 See Schedule A

Additional number(s) attached Yes No

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

Name: Amy Weinstein

Internal Address: Morgan, Lewis & Bockius, LLP

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-4520

(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.

AMY WEINSTEIN Name of Person Signing

Signature

11/2/01 Date

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

15

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

11/08/2001 6TON11 00000024 75878003

01 FC:481 02 FC:482

40.00 DP 325.00 DP

**Schedule A**

**U.S. TRADEMARKS**

Application Numbers

Description of Trademark	Owner/ Registration	Application Number	Application Date	Jurisdiction of Application	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
Crown Media	Crown Media International, Inc.	A:75/878,003	12/22/99	U.S.	None
Primate Avenger	Crown Media Distribution, LLC	A:75/061,196	2/22/96	U.S.	None
Lonesome Dove	Crown Media Distribution, LLC	A:75/942,591 A:76/037,495 A:76/090,235 A:76/090,234 A:76/123,997	3/13/00 5/1/00 7/17/00 7/17/00 9/7/00	U.S.	None

# U.S. TRADEMARKS

## Registration Numbers

Description of Trademark	Owner/ Registration	Registration Number	Registration Date	Jurisdiction of Registration	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
Captain Simian & The Space Monkeys	Crown Media Distribution, LLC (as co-owner with Monkeyshine Productions)	R:2,143,098	3/10/98	U.S.	None
Dr. Splitz	Crown Media Distribution, LLC	R:2,155,334	5/5/98	U.S.	None
Gor-Illa	Crown Media Distribution, LLC	R:2,157,314	5/12/98	U.S.	None
Gormongus	Crown Media Distribution, LLC	R:2,157,316	5/12/98	U.S.	None
Rhesus 2	Crown Media Distribution, LLC	R:2,157,315	5/12/98	U.S.	None
Speed Peeler	Crown Media Distribution, LLC	R:2,155,333	2/22/96	U.S.	None
Spydor	Crown Media Distribution, LLC	R:2,214,949	2/22/96	U.S.	None

**INTERNATIONAL TRADEMARKS**

Description of Trademark	Owner/ Registration	Registration or Application Number	Registration or Application Date	Jurisdiction of Registration or Application	Third Party Licenses, Sublicenses or Material Agreements affecting the Trademark
Celebrate Life	Crown Media International, Inc.	A: 2.305.581	9/7/00	Argentina	N/A
		A: 2.305.582	9/7/00		
		A: 850368	9/13/00	Australia	
		A: 001883222	9/6/00	European Community	
		A: 141348	8/30/00	Israel	
		A: 141349	8/30/00		
		A: 2000-98461	9/8/00	Japan	
		A:2000/13396	9/25/00	Malaysia	
		A:2000/13395	9/25/00		
				R:683774	
A:452825	10/13/00				
A:452827	10/13/00				
A:452826	10/13/00				
A:2000724171	9/12/00			Russia	
		A:T00/15642J	9/5/00	Singapore	N/A
		A:T00/15641B	9/5/00		
		A:(89)051383	9/5/00	Taiwan	N/A
		A:(89)051384	9/5/00		
Captain Simian & The Space Monkeys	Crown Media Distribution, LLC	R:1631701	5/5/97	Argentina	N/A
		R:1665860	4/21/98		
		R:1665861	4/12/98		
		R:1792994	4/10/96		
		R:1631702	4/10/96		
		R:705863	4/4/96	Australia	N/A

		R:819170836 R:819170801 A:819170828 R:819170810 A:809188	12/29/98 9/8/98 4/10/96 12/29/98 4/9/96	Brazil	N/A
		R:482581 R:482579 R:522437 R:482580 R:482582 R:515348	3/18/97 3/18/97 9/24/98 3/18/97 3/18/97 6/24/98	Chile	N/A
		R:000195008	4/1/96	European Community	N/A
		R:6224/1999 R:3921/2000 R:12724/1999 R:6223/1999 R:3643/2000	10/10/95 4/9/96 4/9/96 10/10/95 10/10/95	Hong Kong	N/A
		R:1225/1996 R:4061278 R:4108431 R:4147903	11/25/96 9/26/97 4/9/96 4/9/96	Ireland	N/A
		A:259500 R:570827 R:570826 R:570825 R:570824	4/10/96 2/26/98 2/26/98 2/26/98 2/26/98	Mexico	N/A
		R:260805 R:260806 R:260807 R:260808 R:260809	4/10/96 4/10/96 4/10/96 4/10/96 4/10/96	New Zealand	N/A

		R:182872	6/19/97	Norway	N/A
		A:114226	9/25/96	Philippines	N/A
		A:114227	9/25/96		
		A:110928	8/27/96		
		A:110929	8/27/96		
		A:110930	8/27/96		
		A:158453	4/10/96	Poland	N/A
		R:30859	8/6/96		
		R:155887	8/27/97	Russia	N/A
		R:165013	6/15/98		
		R:448533	4/10/96	Switzerland	N/A
		R:2143098	3/10/98	Switzerland	N/A
Ape-Lien		R:2067897	4/9/96	Great Britain	N/A
Dr. Splitz		R:2067884	4/9/96	Great Britain	N/A
Splitzy		R:2068023	4/9/96	Great Britain	N/A
Gormongus		R:2067893	4/9/96	Great Britain	N/A
Nebula		R:2067857	4/9/96	Great Britain	N/A
Primate Avenger		R:2067903	4/9/96	Great Britain	N/A
Psy-Fighter		R:2067933	4/9/96	Great Britain	N/A
Rhesus 2		R:2067924	4/9/96	Great Britain	N/A
Shao Lin		R:2067932	4/9/96	Great Britain	N/A
Speed Peeler		R:2067919	4/9/96	Great Britain	N/A
Spydor		R:2067889	4/9/96	Great Britain	N/A
Lonesome Dove		A:817045	7/5/96	Canada	N/A

**Schedule B**

None.

# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Crown Media Holdings, Inc., a Delaware corporation (“Crown Media” and the “Borrower”) and each other subsidiary of the Borrower whose names appear at the foot hereof (each a “Subsidiary;” together with the Borrower, the “Pledgors”), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of August 31, 2001 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Pledgors, the Guarantors referred to therein, the Lenders referred to therein (the “Lenders”) and The Chase Manhattan Bank, as Agent for the Lenders (the “Agent”) and as Issuing Bank, the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue letters of credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors’ Trademarks and Trademark licenses other than those incorporating the “Hallmark” name or “Odyssey” name or any variations thereof (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now



or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement); and

WHEREAS, the Agent and Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance satisfactory to the Agent), and promptly perform, or cause to be promptly performed, upon the request of the Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) which the Agent believes constitute an infringement of any Trademark, or violate or infringe any right of a Pledgor, the Agent, the Issuing Bank or the Lenders, or if any

person, firm, corporation or other entity shall do or perform any act(s) which the Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Agent may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Agent hereby agrees to give the applicable Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph and such Pledgor agrees to assist the Agent with any steps taken, or any suits or proceedings instituted by the Agent pursuant to this paragraph at Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Agent does hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. So long as there is no Event of Default, Pledgors have the right of quiet enjoyment and may use and exploit the Trademarks in any manner. At such time as all Commitments under the Credit Agreement have terminated, all Obligations (as defined in the Credit Agreement) have been indefeasibly fully paid and performed and all Letters of Credit have expired or been terminated or canceled, the Agent (on behalf of itself, the Issuing Bank and the Lenders), shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

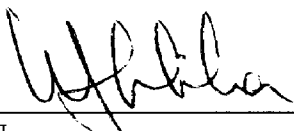
So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE  
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE  
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE  
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

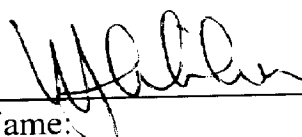
IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of August 31, 2001.

CROWN MEDIA HOLDINGS, INC.

By:   
Name:  
Title:

GUARANTORS:

CROWN MEDIA INTERNATIONAL, INC.  
CROWN MEDIA INTERNATIONAL  
(SINGAPORE) INC.  
CROWN ENTERTAINMENT LIMITED  
CROWN MEDIA DISTRIBUTION, LLC  
CROWN MEDIA INTERNATIONAL (HK)  
LIMITED  
HEN LLC (TAIWAN BRANCH)  
HEN (L) LTD.  
HM HOLDINGS OF DELEWARE LLC  
CROWN MEDIA UNITED STATES LLC  
HM INTERMEDIARY LLC  
CITI TEEVEE LLC  
DOONE CITY PICTURES LLC  
HALLMARK INDIA PRIVATE, LIMITED

By:   
Name:  
Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: \_\_\_\_\_  
Name:  
Title:

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF JACKSON    )

On this 28 day of Sept., 2001, before me, Teresa A. Danner, the undersigned Notary Public, personally appeared William J. Aliber, proved to me on the basis of satisfactory evidence, to be the Executive Vice President of the corporation known as Crown Media Holdings, Inc., who executed the foregoing instrument on behalf of the corporation, and acknowledged that such corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Notary Public

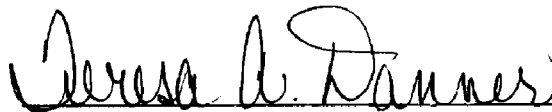
My Commission Expires: November 17, 2003

**TERESA A. DANNER**  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires Nov. 17, 2003

STATE OF MISSOURI     )  
                                  ) ss.  
COUNTY OF JACKSON    )

On this 28 day of Sept., 2001, before me, Teresa A. Danner, the undersigned Notary Public, personally appeared William J. Aliber, proved to me on the basis of satisfactory evidence, to be a Vice President or authorized signatory of the corporations known as Crown Media International, Inc., Crown Media International (Singapore) Inc., Crown Entertainment Limited, Crown Media Distribution, LLC, Crown Media International (HK) Limited, HEN LLC (Taiwan Branch) HEN (L) Ltd., HM Holdings of Delaware LLC, Crown Media United States LLC, HM Intermediary LLC, Citi Teevee LLC, Doone City Pictures LLC, and Hallmark India Private, Limited, who executed the foregoing instrument on behalf of the corporation, and acknowledged that such corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.

  
Notary Public

My Commission Expires: November 17, 2003

**TERESA A. DANNER**  
Notary Public - State of Missouri  
Commissioned in Jackson County  
My Commission Expires Nov. 17, 2003

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of August 31, 2001.

CROWN MEDIA HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:


GUARANTORS:

CROWN MEDIA INTERNATIONAL, INC.  
CROWN MEDIA INTERNATIONAL  
(SINGAPORE) INC.  
CROWN ENTERTAINMENT LIMITED  
CROWN MEDIA DISTRIBUTION, LLC  
CROWN MEDIA INTERNATIONAL (HK)  
LIMITED  
HEN LLC (TAIWAN BRANCH)  
HEN (L) LTD.  
HM HOLDINGS OF DELEWARE LLC  
CROWN MEDIA UNITED STATES LLC  
HM INTERMEDIARY LLC  
CITI TEEVEE LLC  
DOONE CITY PICTURES LLC  
HALLMARK INDIA PRIVATE, LIMITED

By: \_\_\_\_\_  
Name:  
Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By:   
Name:  
Title: