

12/19/01

12-27-2001



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

101926200 ONLY

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

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):

PINGU B.V.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/08/2001

2. Name and address of receiving party(ies)

Name: Joker, Inc.

Internal Address:

Address:

Street Address: 830 South Greenwood

City: Allen State: TX Zip: 75002

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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) 74/435498 75/226025

B. Trademark Registration No.(s) 2154397 2460805

Additional number(s) attached Yes No

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

Name: Marsha K. Hoover

Internal Address: Davis, Mannix & McGrath Suite 1700

Street Address: 125 W. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marsha K. Hoover Name of Person Signing

Handwritten signature

12/19/01 Date

Total number of pages including cover sheet, attachments, and document: 6

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

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40.00 OP 75.00 OP

TRADEMARK REEL: 002413 FRAME: 0224

OMNIBUS ASSIGNMENT, CONVEYANCE, AND BILL OF SALE
AND
ASSUMPTION AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HIT Entertainment PLC, a company incorporated under the laws of England, with its registered seat at Maple House, 141-150 Tottenham Court Road, London, United Kingdom ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and assign to Joker, Inc., a Texas corporation ("Purchaser"), its successors, and assigns:

1. All of its right, title, interest and benefit under that certain Sale and Purchase Agreement between Pingu B.V. and Editoy International B.V. as Sellers, Messrs Mazzola and Weber as Guarantors and Hit Entertainment Plc relating to the transfer of certain assets and rights relating to the character "Pingu," dated 11 October 2001 (the "Purchase Agreement"); and

2. All assets, properties, business, and goodwill of Seller of every kind and description, real, personal and mixed, tangible and intangible (including, without limitation, the interest of Seller in all franchises and licenses, advertising, accounting, and other business records, claims, sales data, customer lists, vendor lists, confidential and proprietary information, marketing plans, patents, patent rights, trademarks, service marks, trade dress, trade designations, slogans, literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, motion picture and other audiovisual works of authorship, sound recordings, names, likenesses, voices, images, biographies, personas, copyrights, trade names, and other similar intellectual and tangible property rights and privileges, inventory, and accounts receivable) all as the same have, will or would vest in Seller by virtue of the Purchase Agreement and the consummation of the transactions contemplated by the Purchase Agreement (such assets, properties, business, and goodwill of Seller being transferred and conveyed pursuant to this Omnibus Assignment, Conveyance, and Bill of Sale are collectively referred to as the "Transferred Assets").

TO HAVE AND TO HOLD, all and singular, the Transferred Assets hereby sold, assigned, transferred, and conveyed to Purchaser, its successors, and assigns, to and for their own use and benefit forever.

Seller hereby binds Seller, its successors, and assigns to warrant and defend the title to all the Transferred Assets unto Purchaser, its successors, and assigns forever against every person whomsoever lawfully claiming or to claim such Transferred Assets or any part hereof.

Seller hereby irrevocably constitutes and appoints Purchaser, its successors, and assigns, and each of them, the true and lawful attorney of Seller with full power of substitution and gives and grants unto the Purchaser, its successors, and assigns, and each of them, full power and authority in the name of Seller, its successors, and assigns, at any time and from time to time to demand, sue for, recover, receive, compound, acquit, release, and discharge any and all rights, demands, moneys, claims, and choses in action of every kind and description whatsoever arising out of, incident to, or in connection with the Purchase Agreement and/ or the Transferred Assets and upon the same or any part thereof to make acquittance or other proper discharge with respect thereto.

Seller for itself and its successors and assigns further covenants and agrees that Seller and its successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, any and all such further deeds, assignments, transfers, and conveyances, powers of attorney and assurances as Purchaser, its successors, and assigns may reasonably require (i) for the better assuring, assigning, transferring, and conveying unto Purchaser, its successors, and assigns, all and singular, the Purchase Agreement and the Transferred Assets, (ii) to protect the right, title, and interest of Purchaser, its successors, and assigns, in and to, and its and their enjoyment of, all and singular, the Purchase Agreement and the Transferred Assets.


Purchaser hereby assumes and undertakes to perform all obligations with respect to the Purchase Agreement and the Transferred Assets which would otherwise hereafter devolve upon Seller, and hereby indemnifies and agrees to hold Seller, its affiliates, successors or assigns and its and their employees, officers, directors, agents, licensees and assigns harmless against any and all liabilities, claims, costs, damages or expenses (including court costs and reasonable attorneys' fees) arising out of or in connection with the Purchase Agreement or Transferred Assets.

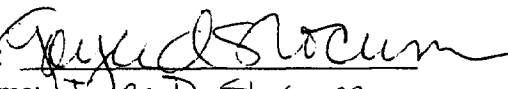
This instrument shall be binding upon Seller and Purchaser and their respective successors and assigns.

IN WITNESS WHEREOF, this Omnibus Assignment, Conveyance and Bill of Sale and Assumption and Indemnification is executed the 7th day of November, 2001.

HIT ENTERTAINMENT PLC

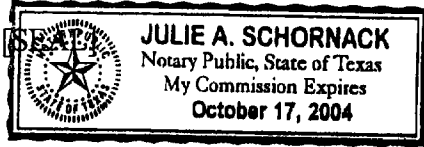
JOKER, INC.

By: 
Name: Robert I. Lawes
Its: Chief Executive Officer

By: 
Name: Joyce D. Slocum
Its: Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7th day of November, 2001,
by Robert J. Lawes, Chief Executive Officer of HIT Entertainment
PLC, a company incorporated under the laws of England, on behalf of said company.

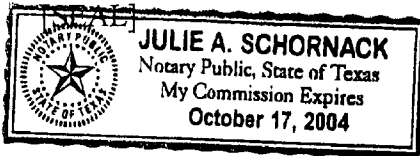


Julie A. Schornack
Notary Public in and for the State of Texas

My Commission Expires: 10/17/04

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7th day of November, 2001,
by Dyana Brown, Secretary of Joker, Inc., a Texas
corporation, on behalf of said corporation.



Julie A. Schornack
Notary Public in and for the State of Texas

My Commission Expires: 10/17/04

DEED OF TRANSFER OF IP RIGHTS

General Licensing B.V., until 7 November 2001 named Pingu B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its registered seat in Amsterdam, The Netherlands, trade register number Amsterdam 33 222 861, duly represented by its managing directors Mr. S. Mazzola and Mr. G. Weber ("Pingu");

and

Hit Entertainment PLC, a company incorporated under the laws of England, with its registered seat at Maple House, 141-150 Tottenham Court Road, London, United Kingdom, duly represented by Mr. Nigel Birrell ("Hit");

hereinafter together referred to as the "**Parties**";

Recitals:

- On 11 October 2001 the Parties have signed a Sale and Purchase Agreement regarding the sale and transfer of certain assets of Pingu's business ("**Sale and Purchase Agreement**");
- Clause 2.3 of the Sale and Purchase Agreement stipulates that, and the manner in which, the Intellectual Property Rights (as defined in clause 1.1 of the Sale and Purchase Agreement) are to be transferred;
- The Parties, in so far as possible under the mandatory rules of the applicable legislation, desire to effect the transfer and assignment of the Intellectual Property Rights through the signing of this Deed of Transfer of IP Rights.

It is hereby agreed as follows:

1. In consideration of the mutual covenants contained in the Sale and Purchase Agreement and subject to the conditions laid down in clause 2.3 of the Sale and Purchase Agreement, Pingu hereby transfers to Hit the Intellectual Property Rights as defined in clause 1.1 of the Sale and Purchase Agreement, which transfer is hereby accepted by Hit.
2. Pingu hereby transfers its moral rights in the Characters and Productions (as defined in clause 1.1 of the Sale and Purchase Agreement) in so far as possible under the mandatory rules of the applicable legislation. In so far as these mandatory rules provide that a transfer of moral rights is not possible, Pingu hereby waives its moral rights with respect to Hit to the fullest extent legally possible.

3. Pingu hereby assigns to Hit and Hit hereby accepts from Pingu in so far as possible under the mandatory rules of the applicable legislation any and all of its claims in respect of any and all past infringements of the Intellectual Property Rights, as a result of which Hit is exclusively entitled, but not obliged, to take all measures which it deems necessary to address these infringements.
4. Clause 2.3.a of the Sale and Purchase Agreement contains certain further provisions regarding the transfer of the Intellectual Property Rights.
5. This Deed of Transfer of IP Rights shall be governed by and construed in accordance with Dutch law.
6. The relevant court at Amsterdam is to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Transfer of IP Rights.

In witness whereof the parties hereto have executed this Deed of Transfer of IP Rights on 8 November 2001.

Hit Entertainment Plc.



Name: N. Birrell

Position: Director

General Licensing B.V.



Name: S. Mazzola

Position: Managing Director



Name: G. Weber

Position: Managing Director