

07-24-2002

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



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

102166403

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

1. Name of conveying party(ies): YES! Entertainment Corporation 5 Slater Drive Elizabeth, NJ 07206 7-18-02 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: Infinity Investors Limited Internal Address: 300 Crescent Court, Ste 1760 Street Address: City: Dallas State: TX Zip: 75201 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other corporation (Nevis, West Indies) 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 Grant of Security Interest Execution Date: 04/17/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Attached See Attached Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Danice Kowalczyk, Esq. Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 17 7. Total fee (37 CFR 3.41): \$ 440.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 23-1705 (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. Danice Kowalczyk, Esq. Signature Date: 07/10/02 Total number of pages including cover sheet, attachments, and document: 6

07/23/2002 DBYRNE 00000048 2006245 01 FC:481 02 FC:482 40.00 DP 400.00 DP

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

TRADEMARK REEL: 002550 FRAME: 0324

UNITED STATES TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Trademark/Service Mark</u>	<u>Reg./Ser. No.</u>	<u>Reg. Date</u>
YES!	2006245/75016393	October 8, 1996
YES! (stylized)	2010112/75015975	October 22, 1996
ZOUNDIES	1975406/74569568	May 21, 1996
LISTEN TO THIS!	1975405/74569089	May 21, 1996
POP 'N HEAR & Design	1933986/74477387	November 7, 1995
TRAVEL TRAXX & Design	1982867/74477221	June 25, 1996
YES! INTERACTIVE BOOKS logo	2012237/74477220	October 29, 1996
SOUND DOODLES	1981437/74476173	June 18, 1996
SOUND MIXERS	1982865/74476170	June 25, 1996
WHERE IS IT?	1941592/74476165	December 12, 1995
PRINCESS OF THE FLOWERS	1962279/74458035	March 12, 1996
COMES TO LIFE	1909078/74381026	August 1, 1995
COMES TO LIFE BOOKS	1882936/74345900	March 7, 1995
POP-UP SOUND-UP PLAYSETS	1845182/74338347	June 12, 1994
YES! ENTERTAINMENT CORPORATION	1863255/74338345	November 15, 1994
T.V. TEDDY	1614006/73800606	September 18, 1990
YAK BAK	2029571/74651228	January 14, 1997

TRADE NAMES

Yes! Entertainment

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, YES! Entertainment Corporation, a Delaware corporation (the "Assignor") with principal offices at 5 Slater Drive, Elizabeth, New Jersey 07206, hereby assigns and grants to Infinity Investors Limited, a Nevis, West Indies corporation (the "Assignee") with principal offices at 300 Crescent Court, Suite 1760, Dallas, Texas 75201, a security interest in all of the Assignor's right, title and interest in and to the United States trademarks, service marks, trademark registrations, trademark applications and trade names (the "Trademarks") set forth on Schedule A attached hereto, together with all proceeds and products of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same. Such security interest shall be of first priority, subject only to Section 5(b) of the Royalty Agreement between the Assignor and the Assignee, dated as of April 12, 2002 (as amended from time to time, the "Royalty Agreement"), and having priority under applicable law.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure Assignor's satisfactory performance of its obligations under the Royalty Agreement and the Plan, and payment of the Royalties. Upon the termination of the Royalty Agreement, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Assignment of Security Interest. The terms Plan and Royalties shall have the meanings ascribed to them in the Royalty Agreement.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Royalty Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Royalty Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Royalty Agreement, the provisions of the Royalty Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 17 day of April, 2002.

YES! Entertainment Corporation, Assignor

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

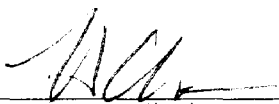
Infinity Investors Limited, Assignee

By: J. Loughran  
 Name: J. A. LOUGHNAN  
 Title: Director

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Royalty Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Royalty Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Royalty Agreement, the provisions of the Royalty Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 17 day of April, 2002.

YES! Entertainment Corporation, Assignor

By:   
Name: HENRY CHAN  
Title: PRESIDENT

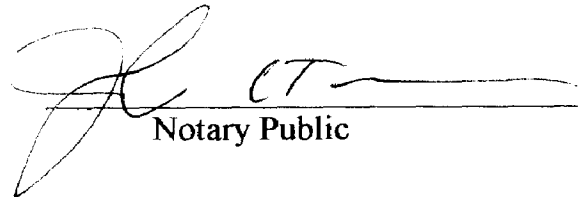
Infinity Investors Limited, Assignee

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

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 17<sup>TH</sup> day of APRIL, 2002, before me personally came  
HENRY CHAN who, being by me duly sworn, did state as follows: that [s]he is  
PRESIDENT of YES! Entertainment Corporation, that [s]he is authorized to execute the  
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by  
authority of the Board of Directors of said corporation.

JOSEPH C. TRISTANO  
NOTARY PUBLIC, State of New York  
No. 02TR6047812  
Qualified in New York County  
Commission Expires September 11, 2002

  
Notary Public