



Tab settings

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

1. Name of conveying party(ies):

Video 44, Telemundo of Chicago, Inc.;
Essaness Theaters Corporation;
Telemundo Group, Inc.

- 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: November 26, 2002

2. Name and address of receiving party(ies)

Name: Jose F. Lamas

Internal

Address:

Street Address: 8 Victoria Court

City: Oak Brook State: Illinois Zip: 60521

- Individual(s) citizenship: Citizen of Cuba
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)

B. Trademark Registration No.(s)

1,733,713

Additional number(s) attached Yes No

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

Name: Dean A. Monco

Internal Address: Wood, Phillips, Katz, Clark & Mortimer

Street Address: 500 W. Madison Street - St. 3800

City: Chicago State: Illinois Zip: 60661

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

~~23-0875~~ 23-0785

(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.

Dean A. Monco

Name of Person Signing

Signature

December 20, 2002

Date

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

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

12/30/2002 6TON11 00000050 230785 1733713

01 FC:8521 40.00 CH
02 FC:8523 120.00 CH

ASSIGNMENT OF INTELLECTUAL PROPERTY AND PHYSICAL ASSETS

This Assignment of Intellectual Property rights and physical assets is made and entered into *nunc pro tunc* as of October 15, 2002, pursuant to the Settlement Agreement and Release (hereinafter "Settlement Agreement"), dated as of October 15, 2002 between Video 44, Telemundo of Chicago, Inc. (hereinafter "Telemundo"), Essaness Theaters Corporation (hereinafter "Essaness"), Telemundo Group, Inc. (hereinafter "Telemundo Group"), (collectively "the Assignors") and Jose F. Lamas (hereinafter "Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby quit claim to the Assignee and his representatives, successors and assigns all right, title and interest, if any, of any kind and nature of Assignors in and to the intellectual property and physical assets relating in any way to the creation, production and presentation of the television show "Brechtita", including all of the goodwill associated with the television show symbolized by the service mark registration as shown in Exhibit 1, and further including but not limited to, that described in Exhibit 1 attached hereto and incorporated herein by reference (hereinafter the intellectual property and physical assets, including that described in Exhibit 1, will be identified as "the Property"). Assignors are quit claiming the Property to Assignee pursuant to this Assignment, and Assignee accepts the Property "as is". This Assignment of the Property is subject to the terms and conditions of the Settlement Agreement, and is intended by the Assignors and Assignee to be effective as of October 15, 2002.

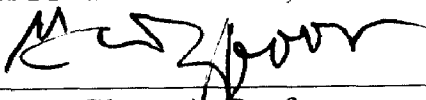
Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature, under or concerning the intellectual property rights in the Property or their renewals, or concerning any infringement thereof and particularly

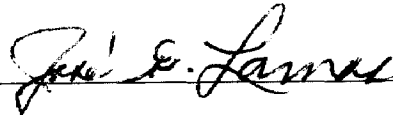
infringement of or interference with any of the rights granted under said intellectual property or its renewals. Any recovery of damages or costs from infringement or violation of any intellectual property rights or their renewals, so far as they arise from any violations of the rights in the Property hereby assigned, are now assigned to and shall be paid to Assignee.

IN WITNESS WHEREOF, the undersigned warrant that they have full authority to enter into this Assignment and perform its obligations hereunder, and execute this Assignment of intellectual property and physical assets on behalf of the Assignors and Assignee as of the date shown.

VIDEO 44
TELEMUNDO OF CHICAGO INC.
ESSANESS THEATERS CORPORATION
and TELEMUNDO GROUP, INC.

JOSE F. LAMAS

By: 
Glenn A. Dryfoos

By: 

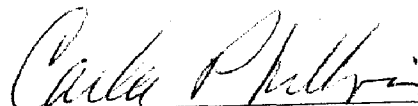
Dated: 11-26-02

Dated: 11-20-02

SWORN TO BEFORE ME
this 26 day of November, 2002.

SWORN TO BEFORE ME
this 20th day of Nov, 2002.





Notary Public

Notary Public



Jacqueline Arias
MY COMMISSION # DD039855 EXPIRES
October 6, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

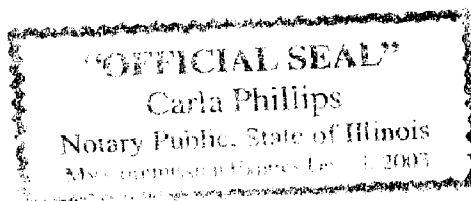


EXHIBIT 1

The "Property"

The "Property" means all intellectual property and physical assets associated with the intellectual property relating in any way to the creation, production and presentation of the television show "Brechita", including all the goodwill associated therewith, that Assignors may hold individually or collectively, throughout the universe in perpetuity and in all media, now or hereinafter created or devised, and by all means, whether now known or hereinafter created or devised, subject to the terms of the Settlement Agreement. For purposes of this Exhibit 1:

"Intellectual Property" means all trademarks, copyrights and all right, title and interest, if any, of any kind and nature, in and to the following:

1. U.S. Servicemark, Registration 1,733,713, Registered November 17, 1992 for "BRECHITA 44";
2. U.S. Copyright Registration No. PA 671-105, effective May 19, 1997 for a motion picture created in 1996 and first published on April 27, 1996;
3. La Ranita Coqui;
4. Las Pequeñas Estrellas;
5. El Brechi-diccionario;
6. Any and all world wide trademarks and copyrights, rights and interests in renewals and extensions of trademarks and copyrights, domestic and foreign, obtained regarding the television show "Brechita" or any part thereof, the

right (but not the obligation) to make publication thereof for copyright purposes and to register claims under trademarks and copyrights, the right (but not the obligation) to renew and extend such trademarks and copyrights at Assignee's cost and the right (but not the obligation) to sue in the name of Assignee at Assignee's cost for past, present and future infringements of trademarks and copyrights;

7. All music and musical compositions created specifically for use in connection with the television show "Brechtita" or any aspect thereof, including, without limitation, all trademarks and copyrights therein and all rights possessed by Assignors to perform, copy, record, re-record, produce, publish, reproduce or synchronize any or all of said music or musical compositions as well as other rights possessed by Assignors to exploit such music including record, sound track recording, and music publishing rights to the extent Assignors own these rights;

8. All rights of every kind and nature related to the television show "Brechtita" or any aspect thereof, including, without limitation, all production, exploitation, reissue, remake, sequel, serial or series production rights by any means and in any medium now known or hereinafter devised, whether based upon, derived from or inspired by the television show "Brechtita" or any aspect thereof.

"Physical Assets" refers to all right, title and interest in and to any tangible assets created specifically for use in or otherwise arising from the creation, production and

presentation of the television show “Brechita” including, without limitation, the following items which to the extent such items exist and are presently in the possession of Assignors, as determined by the reasonable searches already conducted, such items will be transferred to Assignee subject to the terms of the Settlement Agreement:

1. Master tapes;
2. Videotapes;
3. “Brechita” television sets;
4. Ranita Coqui puppet;
5. Costumes;
6. Any and all “Brechi Club” records and documents, including member lists;
7. Digital records;
8. Unedited footage embodying any aspect of the Brechita Show;
9. Children’s books used in the television show “Brechita”;
10. Brechita theme song, scripts, both draft and final;
11. Props;
12. Logos;
13. Animations;
14. Banners;
15. Neon signs;
16. Exposed film;
17. Developed film;

18. Positives;
19. Negatives;
20. Prints; and
21. All duplicates, drafts, versions and copies of each of the above.

Assignee has no right to demand and agrees that no further searches by Assignors are required. Assignors agree that any physical assets, including but not limited to video tapes, relating to the "Brechita" Show discovered after the date of this Agreement shall be promptly turned over to Assignee.