

06-25-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102481425

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

1. Name of conveying party(ies):

Big Idea Productions, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 30, 2003

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 135 N. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship 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)

76/432793; 76/199923; 76/429216; 76/374723; 76/307220; 76/493718; 76/246816

B. Trademark Registration No.(s)

2656266; 2703175; 27013171; 2710060; 2527217

Additional number(s) attached Yes No

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

Name: Mary E. Dicig

Internal Address:

Schwartz, Cooper, Greenberger & Krauss, Chtd.

Street Address: 180 N. LaSalle Street

Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Mary E. Dicig

Name of Person Signing

Mary Dicig Signature

June 23, 2003 Date

10

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

06/25/2008 DRYRHE 00000086 76432793

01 FC:8521 02 FC:8522

40.00 275.00

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 30th day of April, 2003, by and between BIG IDEA PRODUCTIONS, INC., an Illinois corporation ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement dated as of August 3, 2000, as amended (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), pursuant to which Lender has made certain loans and extensions of credit to Lender; and

WHEREAS, Borrower has granted to Lender a continuing security interest in and a lien upon all of Borrower's personal property and assets, whether now owned or hereafter acquired and wherever located, including, but not limited to, all of Borrower's general intangible assets, and more specifically, but not limited to, its copyrights and trademarks, to secure the obligations of Borrower to Lender pursuant to the Loan Agreement; and

WHEREAS, Borrower has heretofore acquired additional copyrights and trademarks and certain other intellectual property as set forth on Schedule A and Schedule B attached hereto and made a part hereof; and

WHEREAS, it is a condition precedent to Lender's willingness to continue to make loans or otherwise extend credit to Borrower pursuant to the Loan Agreement and other Financing Agreements that Borrower execute and deliver this Agreement to Lender;

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties and covenants contained herein, the parties hereto agree, covenant and warrant as follows:

1. Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used in this Agreement and not otherwise defined herein are used with the meanings given such terms in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule A attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule B attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(c) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Borrower under this Agreement, Borrower hereby assigns, transfers and conveys to Lender all of its Copyrights and Trademarks, together with the rights and goodwill described in clause (c) above to the extent necessary to enable Lender and any successor or assign, effective upon the occurrence of any Default, to realize on such property and to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Lender and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by Lender (except that if Lender shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Liabilities), and Lender shall have the right to use, without charge, Borrower's Copyrights and Trademarks, or any property of a similar nature, in completing production of, advertising for sale and selling any Collateral, or for selling the Copyrights, Trademarks and Goodwill under a foreclosure of its security interests and Borrower's rights under all licenses and all franchise agreements shall inure to Lender's benefit until the Liabilities are paid.

3. Reports of Applications. The Copyrights and Trademarks constitute all of the federally registered copyrights and trademarks, and applications therefor now owned by Borrower. Borrower shall notify Lender in writing of all new federally registered copyrights and trademarks and federal applications for copyright registrations and trademark registrations within two (2) days of Borrower's filing of any such applications for trademarks or registration of copyrights, which new copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

4. Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

5. Governing Law; Rights Cumulative. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or applicable law, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other Financing Agreement or by any other agreements, or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

7. Successors and Assigns. This Agreement shall be binding upon Borrower and Lender and their respective successors and assigns, and shall inure to the benefit of Borrower and Lender and the successors and assigns of Lender.

8. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

9. Forum Selection and Jury Waiver.

(a) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT OR ANY OTHER FINANCING AGREEMENT (AS SUCH TERM IS DEFINED IN THE LOAN AGREEMENT), SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. BORROWER FURTHER

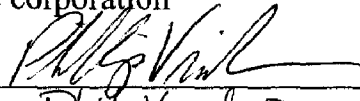
IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH IN THE LOAN AGREEMENT (OR SUCH OTHER ADDRESS AS IT SHALL HAVE SPECIFIED IN WRITING TO LENDER AS ITS ADDRESS FOR NOTICES THEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) BORROWER AND LENDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, THE LOAN AGREEMENT, ANY NOTE, ANY OTHER FINANCING AGREEMENT AND ANY OTHER AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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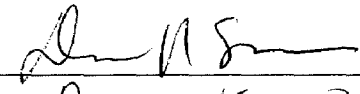
IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.

BIG IDEA PRODUCTIONS, INC., an
Illinois corporation

By: 
Name: Phil Vischer
Its: CEO

Address: 206 Yorktown Center
Lombard, Illinois 60148

**LASALLE BANK NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Donna N. Smith
Its: SVP

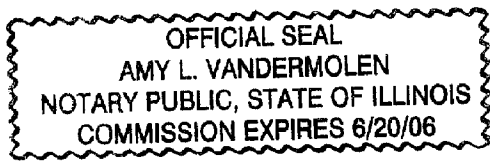
Address: 135 South LaSalle Street
Chicago, Illinois 60603

ACKNOWLEDGMENT

STATE OF IL)
) SS.
COUNTY OF DuPage)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Phillip Vischa, the CEO of BIG IDEA PRODUCTIONS, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Intellectual Property Security Agreement, appeared before me this day in person and acknowledged that as such _____, he or she signed and delivered the Intellectual Property Security Agreement, as his or her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 29th day of May, 2003.



Amy L. Vandermolen

Notary Public

My Commissions Expires: 6/20/06

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that DONNA N. SMITH, the SENIOR VICE PRES. of LaSalle Bank National Association, a national banking association, personally known to me to be the person whose name is subscribed the foregoing Intellectual Property Security Agreement, appeared before me this day in person and acknowledged that as such SENIOR VICE PRES., he or she signed and delivered the Intellectual Property Security Agreement, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 29 day of MAY, 2003.

Janet M. Bukowiecki

Notary Public

My Commissions Expires: 3/29/04



**SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

COPYRIGHTS

<u>Title</u>	<u>Registration No.</u>
The pirates who usually don't do anything	VA1157787
God made you special!	VA1157786
The Lord has given	SR186648
Promised land	SR186647
Archibald's opposites	TX4745718
Time for Tom	TX4745717
Pa Grape's shapes	TX4767586
How many veggies?: a "veggieational book about numbers	TX4680317
Bob and Larry's ABC's	TX4642307
Bob and Larry's ABC's	TX4642306
Of toes and socks: a Gruntly & Iggy adventure	TXu-1-016-500

**SCHEDULE B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks		
Trademark	Application Number/Date	Registration Number/Date
3-2-1 PENGUINS (& Design)	76/432793 22-Jul-2002	
3-2-1 PENGUINS (& Design)	76/335883 07-Nov-2001	2656266 03-Dec-2002
BIG IDEA BOOKS (& Design)	76/334470 08-Nov-2001	2703175 01-Apr-2003
BIG IDEA INTERACTIVE	76/975145 25-Jan-2001	27013171 25-Mar-2003
BIG IDEA INTERACTIVE	76/199923 25-Jan-2001	
BIG IDEA PICTURES	76/429216 11-Jul-2002	
BIG IDEA'S JONAH A VEGGIETALES MOVIE (& Design)	76/374723 25-Feb-2002	
GRUNTLY & IGGY	76/307220 30-Aug-2001	
LARRYBOY	76/493718 28-Feb-2003	
LARRYBOY	76/246816 26-Apr-2001	
LARRYBOY (& Design)	76/335611 06-Nov-2001	2710060 22-Apr-2003
VEGGIETUNES	76/173473 30-Nov-2000	2527217 08-Jan-2002