

10-08-2003

10-8-03

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

102570169

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

1. Name of conveying party(ies):
Lyrick Studios, 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: September 29, 2003

2. Name and address of receiving party(ies)
Name: The Bank of New York, London Branch
Internal Address: _____
Address: _____
Street Address: One Canada Square
City: London, England State: _____ Zip: E14 5AL

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York banking corporation
 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)
See attached schedule

Additional number(s) attached Yes No

75219642

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael D. Ebner
Internal Address: _____
Chapman and Cutler LLP
Street Address: 111 West Monroe Street
City: Chicago State: Illinois Zip: 60603-4080


6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 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.

Michael D. Ebner  September 29, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

10/09/2003 LNUELLER 0000047 75219642

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

01 FC:AS21
02 FC:AS22

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TRADEMARK REEL: 002840 FRAME: 0230

Country:		Argentina						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
23	Lyrick	41	Lyrick Studios, Inc.	1693024	7/11/1997	1693024	10/5/1998	Registered
24	Lyrick	16	Lyrick Studios, Inc.	1693022		1693022	10/5/1998	Registered
151	Lyrick	9	Lyrick Studios, Inc.	2091480		1753769	9/23/1999	Registered

Country:		Austria						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
173	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Benelux						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
174	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Denmark						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
175	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		European Union						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
172	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783	5/2/2001	Registered

Country:		Finland						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
176	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		France						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
177	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Germany						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
178	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Greece						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
179	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Ireland						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
180	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Italy						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
181	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Portugal						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
182	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Spain						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
183	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		Sweden						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
184	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		United Kingdom						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
185	Lyrick Studios (CTM)	9, 41	Lyrick Studios, Inc.	1176783	5/7/1999	001176783		Registered

Country:		United States									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status			
16	Big Red Chair Books	16	Lyrick Studios, Inc.	75/219642	12/30/1996	2179461	8/4/1998	Registered			
27	Chair and Book design	16	Lyrick Studios, Inc.	75/313695	6/20/1997	2152578	4/21/1998	Registered			
28	Chair and Child Design	16	Lyrick Studios, Inc.	75/312044	6/20/1997	2314879	2/1/2000	Registered			
17	Little Red Chair Books	16	Lyrick Studios, Inc.	75/219307	12/30/1996	2345879	4/25/2000	Registered			
15	Lyrick Publishing	16, 41.	Lyrick Studios, Inc.	75/219311	12/30/1996	2200354	10/27/1998	Registered			

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2003 by Lyrick Studios, Inc. (the "**Company**") in favor of The Bank of New York, as Collateral Agent (the "**Collateral Agent**") for the Noteholders (as defined in the Security Agreement referred to below) collectively.

WITNESSETH:

WHEREAS, pursuant to those certain Note Purchase Agreements, dated September 29, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Note Purchase Agreement**"), between HIT Entertainment Finance Limited as Issuer (the "**Issuer**"), HIT Entertainment PLC as Parent Guarantor (the "**Parent Guarantor**"), certain subsidiaries of Parent Guarantor including the Company, and each of the purchasers named on Schedule A thereto as Noteholders (together with their successors and assigns, the "**Noteholders**"), the Noteholders have severally agreed to purchase the Notes issued by the Issuer upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Company is a Guarantor under the Private Placement Guarantee pursuant to which it has guaranteed the obligations of the Issuer under the Private Placement Documents; and

WHEREAS, the Company is party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") for the benefit of the Noteholders pursuant to which the Company is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Noteholders to enter into the Note Purchase Agreement and to induce the Noteholders to purchase the Notes issued by the Issuer thereunder, the Company hereby agrees with the Collateral Agent as follows:

Section 1 - Defined Terms

Unless otherwise defined herein, terms defined in the Note Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Note Purchase Agreement or in the Security Agreement.

Section 2 - Grant of Security Interest in Trademark Collateral

The Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Company, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Noteholders, and to the extent provided in the Security Agreement, the Collateral Agent, and grants to the Collateral Agent for the benefit of the Noteholders and to the extent provided in the Security Agreement, the Collateral Agent, a lien on and security interests in, all of its right, title and interest in, to and under the following Collateral of the Company (the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by the Company against third parties for past, present, or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 - Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Noteholders and itself pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and the Noteholders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 – Governing Law

THIS TRADEMARK SECURITY AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5 – Counterparts

This Trademark Security Agreement may be signed in counterparts and shall be binding as long as each party signs one (although not necessarily the same) counterpart.

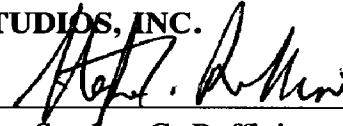
[END OF PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LYRICK STUDIOS, INC.

By:



Name: Stephen C. Ruffini

Title: Chief Financial Officer

ACCEPTED AND AGREED:

THE BANK OF NEW YORK

as Collateral Agent

By:

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LYRICK STUDIOS, INC.

By: _____

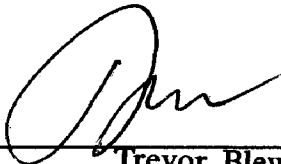
Name: Stephen C. Ruffini

Title: Chief Financial Officer

ACCEPTED AND AGREED:

THE BANK OF NEW YORK, LONDON BRANCH
as Collateral Agent

By:



Name: Trevor Blewer

Title: Vice President

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See attached report.

Country:		Argentina						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
23	Lyrrick	41	Lyrrick Studios, Inc.	1693024	7/11/1997	1693024	10/5/1998	Registered
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Country:		Denmark						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
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Country:		European Union						
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Country:		France						
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
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Country:		Greece			
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Country:		Sweden			
ID	Mark	Classes	Reg. #	Reg. Dt	Status
184	Lyrick Studios (CTM)	9, 41	1176783	5/7/1999	Registered

Country:		United Kingdom			
ID	Mark	Classes	Reg. #	Reg. Dt	Status
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Lyrick Studios Trademarks

Report Date: 8/5/2003

Page:

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28	Chair and Child Design	16	Lyrick Studios, Inc.	75/312044	6/20/1997	2314879	2/1/2000	Registered			
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15	Lyrick Publishing	16, 41.	Lyrick Studios, Inc.	75/219311	12/30/1996	2200354	10/27/1998	Registered			

TRADEMARK

REEL: 002840 FRAME: 0241

RECORDED: 10/08/2003