

10-08-2003

108-03

Form PTO-1594

RE

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼

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

102570171

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

1. Name of conveying party(ies):

Gullane Entertainment 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: _____

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)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached ☒ Yes ☐ No

75693035

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: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- ☒ 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

Name of Person Signing

Signature

September 29, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7

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

10/09/2003 LUNELLER 00000045 75693035

01 FC:MS21
02 FC:MS2240.00 DP
200.00 DPTRADEMARK
REEL: 002840 FRAME: 0338

Country: Canada									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	
2510	Shining Time Station	9, 28	Gullane Entertainment, Inc.	0808280	3/27/1996	TMA479860	8/8/1997	Registered	
2511	The Railway Series	9, 16, 41	Gullane Entertainment, Inc.	1001770	1/12/1999			Pending Application	
2512	Thomas & Friends Logo	9, 16, 25, 28, 41	Gullane Entertainment, Inc.	1130709	2/8/2002			Pending Application	
2513	Thomas the Tank Engine and Friends and Cloud Device	9, 16, 21, 25, 28	Gullane Entertainment, Inc.	0808282	3/27/1996	TMA481144	8/21/1997	Registered	
2514	Thomas the Tank Engine and Friends and Cloud Device	16	Gullane Entertainment, Inc.	1001869	1/13/1999	TMA565025	7/22/2002	Registered	

Country: New Zealand									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	
2515	Shining Time Station	28	Gullane Entertainment, Inc.	229501	8/20/1993	229501	7/26/1996	Registered	
2516	Shining Time Station	9	Gullane Entertainment, Inc.	229500	8/20/1993	229500	7/26/1996	Registered	

Country: United States									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	
2519	Day Out With Thomas	41	Gullane Entertainment, Inc.	75/693035	4/28/1999	2345259	4/25/2000	Registered	
2520	Entertainment To Grow Up With	9	Gullane Entertainment, Inc.	75/002231	10/6/1995	2265215	7/27/1999	Registered	
2521	My First Thomas	28	Gullane Entertainment, Inc.	75/693036	4/28/1999	2326627	3/7/2000	Registered	
2522	My First Thomas	16	Gullane Entertainment, Inc.	75/693025	4/28/1999	2335757	3/28/2000	Registered	
2523	Shining Time Station	9, 16, 28	Gullane Entertainment, Inc.	74/488839	2/10/1994	1955604	2/13/1996	Registered	
2524	Shining Time Station	41	Gullane Entertainment, Inc.	74/800038	4/4/1989	1621671	11/6/1990	Registered	
2525	Thomas & Friends Logo	9, 16, 25, 28, 41	Gullane Entertainment, Inc.	76/363909	1/25/2002			Pending Application	
2526	Thomas the Tank Engine and Friends and Cloud Device	16	Gullane Entertainment, Inc.	75/693026	4/28/1999	2324539	2/29/2000	Registered	
2527	Thomas the Tank Engine and Friends and Cloud Device	9, 20, 21, 25, 28	Quality Family Entertainment, Inc.	74/491496	2/14/1994	2009287	10/22/1996	Registered	

4
TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2003 by Gullane Entertainment 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**"), 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 the Company against third parties for past, present, 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,

GULLANE ENTERTAINMENT 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,

GULLANE ENTERTAINMENT INC.

By: _____

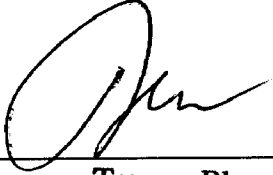
Name: Stephen C. Ruffini

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 chart.

Country: Canada

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
2510	Shining Time Station	9, 28	Gullane Entertainment, Inc.	0808280	3/27/1996	TMA479860	8/8/1997	Registered
2511	The Railway Series	9, 16, 41	Gullane Entertainment, Inc.	1001770	1/12/1999			Pending Application
2512	Thomas & Friends Logo	9, 16, 25, 28, 41	Gullane Entertainment, Inc.	1130709	2/8/2002			Pending Application
2513	Thomas the Tank Engine and Friends and Cloud Device	9, 16, 21, 25, 28	Gullane Entertainment, Inc.	0808282	3/27/1996	TMA481144	8/21/1997	Registered
2514	Thomas the Tank Engine and Friends and Cloud Device	16	Gullane Entertainment, Inc.	1001869	1/13/1999	TMA565025	7/22/2002	Registered

Country: New Zealand

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
2515	Shining Time Station	28	Gullane Entertainment, Inc.	229501	8/20/1993	229501	7/26/1996	Registered
2516	Shining Time Station	9	Gullane Entertainment, Inc.	229500	8/20/1993	229500	7/26/1996	Registered

Country: United States

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status
2519	Day Out With Thomas	41	Gullane Entertainment, Inc.	75/693035	4/28/1999	2345259	4/25/2000	Registered
2520	Entertainment To Grow Up With	9	Gullane Entertainment, Inc.	75/002231	10/6/1995	2265215	7/27/1999	Registered
2521	My First Thomas	28	Gullane Entertainment, Inc.	75/693036	4/28/1999	2326627	3/7/2000	Registered
2522	My First Thomas	16	Gullane Entertainment, Inc.	75/693025	4/28/1999	2335757	3/28/2000	Registered
2523	Shining Time Station	9, 16, 28	Gullane Entertainment, Inc.	74/488839	2/10/1994	1955604	2/13/1996	Registered
2524	Shining Time Station	41	Gullane Entertainment, Inc.	74/800038	4/4/1989	1621671	11/6/1990	Registered
2525	Thomas & Friends Logo	9, 16, 25, 28, 41	Gullane Entertainment, Inc.	76/363909	1/25/2002			Pending Application
2526	Thomas the Tank Engine and Friends and Cloud Device	16	Gullane Entertainment, Inc.	75/693026	4/28/1999	2324539	2/29/2000	Registered
2527	Thomas the Tank Engine and Friends and Cloud Device	9, 20, 21, 25, 28	Quality Family Entertainment, Inc.	74/491496	2/14/1994	2009287	10/22/1996	Registered

TRADEMARK

REEL: 002840 FRAME: 0345

RECORDED: 10/08/2003